

Offering Circular dated 15 November 2017



IBERDROLA INTERNATIONAL B.V.

(incorporated with limited liability in the Netherlands and having its corporate domicile in Amsterdam)

**€1,000,000,000 Undated Deeply Subordinated Reset Rate Guaranteed Securities
unconditionally and irrevocably guaranteed on a subordinated basis by**

IBERDROLA, S.A.

(incorporated with limited liability in the Kingdom of Spain)

Issue Price 100.00 per cent.

The €1,000,000,000 Undated Deeply Subordinated Reset Rate Guaranteed Securities (the "Securities") are issued by Iberdrola International B.V. (the "Issuer" or "Iberdrola International") and unconditionally and irrevocably guaranteed on a subordinated basis by Iberdrola, S.A. (the "Guarantee", and the "Guarantor" or "Iberdrola", respectively). The Securities will bear interest on their principal amount (i) from (and including) the Issue Date to (but excluding) the First Reset Date at a rate of 1.875 per cent. per annum; and (ii) from (and including) the First Reset Date (as defined in the section headed "Terms and Conditions of the Securities" (the "Conditions")), at, in respect of each Reset Period, the relevant 5 year Swap Rate plus: (A) in respect of the Reset Period commencing on the First Reset Date, 1.592 per cent. per annum; (B) in respect of the Reset Periods commencing on 22 May 2028 to (but excluding) 22 May 2043, 1.842 per cent. per annum; and (C) in respect of any other Reset Period, 2.592 per cent. per annum, all as determined by the Agent Bank. Interest will be payable annually in arrear on 22 May in each year (each an "Interest Payment Date"). If the Issuer does not elect to redeem the Securities in accordance with Condition 6(f) following the occurrence of a Change of Control Event (as defined in the Conditions), the then Prevailing Interest Rate (as defined in the Conditions), and each subsequent Prevailing Interest Rate otherwise determined in accordance with the Conditions, on the Securities shall be increased by 5 per cent. per annum with effect from (and including) the date on which the Change of Control Event occurred. See "Terms and Conditions of the Securities — Interest Payments — Step-up after Change of Control Event".

The Issuer may, at its sole discretion, elect to defer (in whole or in part) any payment of interest on the Securities, subject to limited exceptions, as more particularly described in "Terms and Conditions of the Securities — Optional Interest Deferral". Any amounts so deferred, together with further interest accrued thereon (at the Prevailing Interest Rate applicable from time to time), shall constitute Arrears of Interest (as defined in the Conditions). The Issuer may pay outstanding Arrears of Interest, in whole or in part, at any time in accordance with the Conditions. Notwithstanding the foregoing, the Issuer shall pay any outstanding Arrears of Interest in whole, but not in part, on the first occurring Mandatory Settlement Date following the Interest Payment Date on which any outstanding Arrears of Interest was first deferred, all as more particularly described in "Terms and Conditions of the Securities — Optional Interest Deferral — Mandatory Settlement of Arrears of Interest".

The Securities will be undated securities in respect of which there is no specific maturity date and shall be redeemable (at the option of the Issuer) in whole, but not in part, on any Reset Date, at their principal amount together with any accrued and unpaid interest up to (but excluding) the Redemption Date (as defined in the Conditions) and any outstanding Arrears of Interest. In addition, upon the occurrence of an Accounting Event, a Capital Event, a Change of Control Event, a Tax Event, a Withholding Tax Event or a Substantial Purchase Event (each such term as defined in the Conditions), the Securities will be redeemable (at the option of the Issuer) in whole, but not in part, at the prices set out, and as more particularly described, in "Terms and Conditions of the Securities — Redemption and Purchase".

The Securities will constitute direct, unsecured and subordinated obligations of the Issuer and will at all times rank *pari passu* and without any preference among themselves and with the €525,000,000 Undated Deeply Subordinated Reset Rate Guaranteed Securities issued by Iberdrola International B.V. and unconditionally and irrevocably guaranteed on a subordinated basis by Iberdrola, S.A., all as more particularly described in "Terms and Conditions of the Securities — Status and Subordination of the Securities and Coupons". The payment obligations of the Guarantor under the Guarantee will constitute direct, unsecured and subordinated obligations of the Guarantor and will at all times rank *pari passu* and without any preference among themselves. In the event of the Guarantor being declared in insolvency under Spanish insolvency law, the rights and claims of Holders (as defined in the Conditions) against the Guarantor in respect of or arising under the Guarantee will rank, as against the other obligations of the Guarantor, in the manner more particularly described in "Terms and Conditions of the Securities — Guarantee, Status and Subordination of the Guarantee".

Payments in respect of the Securities will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature of the Netherlands or the Kingdom of Spain, unless such withholding or deduction is required by law. In the event that any such withholding or deduction is made, additional amounts will be payable by the Issuer or, as the case may be, the Guarantor, subject to certain exceptions as are more fully described in "Terms and Conditions of the Securities — Taxation". See "Taxation".

Application has been made to admit the Securities to the official list of the Luxembourg Stock Exchange (the "Official List") and to trading on the Luxembourg Stock Exchange's Euro MTF Market (the "Euro MTF Market"). The Euro MTF Market is not a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments. References in this Offering Circular to the Securities being "listed" (and all related references) shall mean that the Securities have been admitted to the Official List and admitted to trading on the Euro MTF Market.

The denomination of the Securities is €100,000.

The Securities will initially be represented by a temporary global security (the "Temporary Global Security"), without interest coupons or talons, which will be deposited with a common depositary on behalf of Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking, S.A. ("Clearstream, Luxembourg") on or about the Issue Date. Interests in the Temporary Global Security will be exchangeable for interests in a permanent global security (the "Permanent Global Security" and together with the Temporary Global Security, the "Global Securities") as set out in the Temporary Global Security. The Permanent Global Security will be exchangeable for definitive Securities (the "Definitive Securities") as set out in the Permanent Global Security. See "Summary of Provisions relating to the Securities while in Global Form".

The Securities are expected to be rated BBB- by Standard & Poor's Credit Market Services Europe Limited ("S&P"), Baa3 by Moody's Investors Service Limited ("Moody's") and BBB- by Fitch Ratings Limited ("Fitch"). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Each of S&P, Moody's and Fitch is established in the European Union and is registered under Regulation (EC) No 1060/2009 (the "CRA Regulation").

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Offering Circular.

Joint Global Coordinators and Joint Structuring Advisors

Crédit Agricole CIB

HSBC

Joint Bookrunners

Banco Bilbao Vizcaya Argentaria, S.A.

Barclays

BNP PARIBAS

ING

J.P. Morgan

MUFG

Santander Global Corporate Banking

UniCredit

IMPORTANT INFORMATION

This Offering Circular constitutes a prospectus for the purposes of the Luxembourg Act dated July 10, 2005 on Prospectuses for securities (as amended). This document does not constitute a prospectus for the purposes of Article 3 of Directive 2003/71/EC, as amended. The Issuer and the Guarantor (the “Responsible Person(s)”) accept responsibility for the information contained in this Offering Circular. To the best of the knowledge of the Issuer and the Guarantor (each having taken all reasonable care to ensure that such is the case), the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Offering Circular may only be used for the purposes for which it has been published.

This Offering Circular is to be read in conjunction with all the documents which are incorporated herein by reference (see “Documents Incorporated by Reference”). This Offering Circular shall be read and construed on the basis that such documents are incorporated and form part of this Offering Circular.

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any of the Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The offer or sale of Securities may be restricted by law in certain jurisdictions. None of the Issuer, the Guarantor or the Joint Bookrunners (as defined in “Subscription and Sale” below) represents that this Offering Circular may be lawfully distributed, or that the Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantor or the Joint Bookrunners which is intended to permit a public offering of the Securities or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Securities may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Securities may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Securities. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Securities in the United States, United Kingdom, the Netherlands and the Kingdom of Spain, see “Subscription and Sale” below.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Offering Circular and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer, the Guarantor or the Joint Bookrunners.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Securities shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Guarantor since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Securities is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Joint Bookrunners expressly do not undertake to review the financial condition or affairs of the Issuer or the Guarantor during the life of the Securities or to advise any investor in the Securities of any information coming to their attention.

The Joint Bookrunners have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability

(whether fiduciary, in tort or otherwise) is accepted by the Joint Bookrunners as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Issuer or the Guarantor in connection with the Securities. The Joint Bookrunners accept no liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Issuer or the Guarantor in connection with the Securities.

To the fullest extent permitted by law, none of the Joint Bookrunners accepts any responsibility for the contents of this Offering Circular or for any other statements made or purported to be made by any Joint Bookrunner or on their behalf in connection with the Issuer, the Guarantor or the issue and offering of any Securities. Each of the Joint Bookrunners accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Offering Circular or any such statement.

No person is or has been authorised by the Issuer or the Guarantor to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the offering of any Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor or any Joint Bookrunner.

Neither this Offering Circular nor any other information supplied in connection with the Securities (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer, the Guarantor or the Joint Bookrunners that any recipient of this Offering Circular or any other information supplied in connection with the Securities should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and/or the Guarantor. Neither this Offering Circular nor any other information supplied in connection with the Securities constitutes an offer or invitation by or on behalf of the Issuer or the Guarantor or the Joint Bookrunners to any person to subscribe for or to purchase any Securities.

The Joint Bookrunners make no assurances as to (i) whether the Securities will meet investor criteria and expectations with regard to environmental impact and sustainability performance for any investors, (ii) whether the use of the net proceeds will be used for Eligible Green Projects or (iii) the characteristics of the Eligible Green Projects, including their environmental and sustainability criteria.

References in this section “Important Information” to a “Joint Bookrunner” shall include such entity in its capacity as a Joint Bookrunner or Structuring Advisor to the Issuer and the Guarantor as well, as applicable.

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) and are subject to U.S. tax law requirements. Subject to certain exceptions, Securities may not be offered, sold or delivered within the United States or to U.S. persons.

Unless otherwise specified or the context requires, references to “dollars”, “U.S. dollars” and “U.S.\$” are to United States dollars and references to “euro” and “€” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

In connection with the issue of the Securities, HSBC Bank plc (the “Stabilising Manager”) (or any person acting on behalf of the Stabilising Manager) may over-allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Securities is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Securities and 60 days after the date of the allotment of the Securities. Any stabilisation

action or over-allotment must be conducted by the Stabilising Manager (or any person(s) acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules.

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Overview

This overview must be read as an introduction to this Offering Circular and any decision to invest in the Securities should be based on a consideration of this Offering Circular as a whole, including the documents incorporated by reference. Words and expressions defined in the Conditions shall have the same meanings in this section.

Issuer:	Iberdrola International B.V.
Guarantor:	Iberdrola, S.A.
Description of Securities:	€1,000,000,000 Undated Deeply Subordinated Reset Rate Guaranteed Securities (the “Securities”), to be issued by the Issuer on 22 November 2017 (the “Issue Date”).
Joint Global Coordinators and Joint Structuring Advisors:	Crédit Agricole Corporate and Investment Bank and HSBC Bank plc
Joint Bookrunners:	Banco Bilbao Vizcaya Argentaria, S.A., Banco Santander, S.A., Barclays Bank PLC, BNP Paribas, ING Bank N.V., J.P. Morgan Securities plc, MUFG Securities EMEA plc and Unicredit Bank AG
Fiscal Agent:	The Bank of New York Mellon, London Branch
Maturity Date:	Undated
Interest:	<p>The Securities will bear interest on their principal amount:</p> <ul style="list-style-type: none">(i) from (and including) the Issue Date to (but excluding) the First Reset Date at a rate of 1.875 per cent. per annum commencing on 22 May 2018; and(ii) from (and including) the First Reset Date, at, in respect of each Reset Period, the relevant 5 year Swap Rate plus:<ul style="list-style-type: none">(A) in respect of the Reset Period commencing on the First Reset Date, 1.592 per cent. per annum;(B) in respect of the Reset Periods commencing on 22 May 2028 to (but excluding) 22 May 2043, 1.842 per cent. per annum; and(C) in respect of any other Reset Period, 2.592 per cent. per annum, <p>all as determined by the Agent Bank, payable annually in arrear on 22 May on each Interest Payment Date.</p>

All as more particularly described in Condition 4.

If the Issuer does not elect to redeem the Securities in accordance with Condition 6(f) following the occurrence of a Change of Control Event, the then Prevailing Interest Rate, and each subsequent Prevailing Interest Rate otherwise determined in accordance with the Conditions, on the Securities shall be increased by 5 per cent. per annum with effect from (and including) the date on which the Change of Control Event occurred. See Condition 4.

Interest Payment Dates:

Interest payments in respect of the Securities will be payable annually in arrear on 22 May in each year, commencing on 22 May 2018.

Status of the Securities:

The Securities and the Coupons constitute direct, unsecured and subordinated obligations of the Issuer (senior only to Junior Obligations of the Issuer) and shall at all times rank *pari passu* and without any preference among themselves.

Subordination of the Securities:

In the event of an Issuer Winding-up, the rights and claims of the Holders against the Issuer in respect of or arising under the Securities and the Coupons will rank (i) junior to the claims of all holders of Senior Obligations of the Issuer, (ii) *pari passu* with the claims of holders of all Parity Obligations of the Issuer and (iii) senior to the claims of holders of all Junior Obligations of the Issuer.

Subject to applicable law, no Holder may exercise or claim any right of set-off in respect of any amount owed to it by the Issuer arising under or in connection with the Securities or the Coupons and each Holder shall, by virtue of being the Holder, be deemed to have waived all such rights of set-off. Condition 2(b) is an irrevocable stipulation (*derdenbeding*) for the benefit of the creditors of Senior Obligations of the Issuer and each such creditor may rely on and enforce this Condition 2(b) under Section 6:253 of the Dutch Civil Code.

Guarantee and Status of Guarantee:

Payment of all sums expressed to be payable by the Issuer under the Securities and the Coupons will be unconditionally and irrevocably guaranteed by the Guarantor on a subordinated basis.

The payment obligations of the Guarantor under the Guarantee constitute direct, unsecured and subordinated obligations of the Guarantor (senior only to Junior Obligations of the Guarantor) and will at all times rank *pari passu* and without preference among themselves.

Subordination of the Guarantee:

Subject to mandatory provisions of Spanish applicable law, in the event of the Guarantor being declared in insolvency (*concurso*) under Spanish insolvency law, the

rights and claims of Holders against the Guarantor in respect of or arising under the Guarantee will rank (i) junior to the claims of the holders of all Senior Obligations of the Guarantor, (ii) *pari passu* with the claims of the holders of all Parity Obligations of the Guarantor and (iii) senior to the claims of the holders of all Junior Obligations of the Guarantor.

Optional Interest Deferral:

The Issuer may, at its sole discretion, elect to defer (in whole or in part) any payment of interest on the Securities, subject to limited exceptions, as more particularly described in “Terms and Conditions of the Securities – Optional Interest Deferral”. Non-payment of interest so deferred shall not constitute a default by the Issuer or Guarantor under the Securities or the Guarantor or for any other purpose. Any amounts so deferred, together with further interest accrued thereon (at the Prevailing Interest Rate applicable from time to time), shall constitute Arrears of Interest.

Optional Settlement of Arrears of Interest:

Arrears of Interest may be satisfied at the option of the Issuer, in whole or in part, at any given time upon giving not more than 14 and no less than seven Business Days notice to the Holders, the Fiscal Agent and the Paying Agents prior to the relevant Optional Deferred Interest Settlement Date informing them of its election so to satisfy such Arrears of Interest (or part thereof) and specifying the relevant Optional Deferred Interest Settlement Date. See Condition 5(c).

Mandatory Settlement of Arrears of Interest:

The Issuer shall pay any outstanding Arrears of Interest in whole, but not in part, on the first occurring Mandatory Settlement Date following the Interest Payment Date on which any Deferred Interest Payment was first deferred.

“Mandatory Settlement Date” means the earliest of:

- (i) as soon as reasonably practicable (but not later than the fifth business day) following the date on which a Compulsory Arrears of Interest Settlement Event occurs;
- (ii) on the next scheduled Interest Payment Date on which the Issuer does not elect to defer in whole the interest accrued in respect of the relevant Interest Period;
- (iii) the date on which the Securities are redeemed or repaid in accordance with Condition 6 or become due and payable in accordance with Condition 9; and
- (iv) the date on which the Securities are substituted or

varied in accordance with Condition 12(c).

Subject to certain exceptions, as more particularly described in Condition 5 a “Compulsory Arrears of Interest Settlement Event” shall have occurred if:

- (i) a Dividend Declaration is made in respect of any Junior Obligations or any Parity Obligations (other than in respect of any Dividend Declaration made exclusively in Ordinary Shares of the Guarantor); or
- (ii) the Guarantor or any of its subsidiaries has repurchased, redeemed or otherwise acquired any Junior Obligations or any Parity Obligations,

all as more particularly described in Condition 5.

Optional Redemption:

The Issuer may redeem the Securities in whole, but not in part, on any date during the period commencing on (and including) 22 February 2023 and ending on (and including) the First Reset Date and on any Interest Payment Date thereafter at their principal amount together with any accrued and unpaid interest up to (but excluding) the Redemption Date and any outstanding Arrears of Interest.

In addition, upon the occurrence of an Accounting Event, a Capital Event, a Tax Event, a Withholding Tax Event, a Change of Control Event or a Substantial Purchase Event, the Securities will be redeemable (at the option of the Issuer) in whole, but not in part, at the prices set out, and as more particularly described, in Condition 6.

Events of Default:

There are no events of default in respect of the Securities. However, if an Issuer Winding-up occurs, or an order is made or an effective resolution passed for the winding-up, dissolution or liquidation of the Guarantor, then without notice from the Holder of any Security to the Fiscal Agent, each Security shall immediately become due and payable at its principal amount together with any accrued and unpaid interest and any outstanding Arrears of Interest.

In such case the Holder of a Security may, at its sole discretion, institute steps in order to obtain a judgment against the Issuer and/or the Guarantor for any amounts due in respect of the Securities, including but not limited to proving and/or claiming in an Issuer Winding-up or in the winding-up, dissolution, liquidation or insolvency proceeding of the Guarantor for such amount.

Change of Control:

If a Change of Control Event has occurred and is continuing, the Issuer may elect to redeem the Securities

in whole, but not in part, at any time, at the price set out, and as more particularly described in Condition 6.

At or around the Issue Date, the Guarantor intends to undertake with and for the benefit of all holders of certain of its securities (“Qualifying Securities”) that, for so long as any of the Securities is outstanding, following the occurrence of a Change of Control Event in respect of which it intends to deliver a notice exercising its right to redeem the Securities under Condition 6(f) it will do so only after making a tender offer, directly or indirectly, to all holders of Qualifying Securities to repurchase their respective Qualifying Securities at their respective aggregate nominal amounts together with any interest accrued until the day of completion of the repurchase.

Additional Amounts:

Payments in respect of the Securities and the Coupons by the Issuer or (as the case may be) the Guarantor under the Guarantee will be made without withholding or deduction for, or on account of, Taxes of the Netherlands or the Kingdom of Spain, unless such withholding or deduction is required by law. In the event that any such withholding or deduction is made, additional amounts will be payable by the Issuer or, as the case may be, the Guarantor, subject to certain exceptions as are more fully described in Condition 8(a).

Form:

The Securities will be in bearer form and will initially be represented by a Temporary Global Security, without interest coupons or talons, which will be deposited with a common depositary on behalf of Euroclear and Clearstream, Luxembourg on or about the Issue Date. Interests in the Temporary Global Security will be exchangeable for interests in a Permanent Global Security as set out in the Temporary Global Security. The Permanent Global Security will be exchangeable for Definitive Securities as set out in the Permanent Global Security. See “Summary of Provisions relating to the Securities while in Global Form”.

Denominations:

The Securities will be issued in denominations of €100,000.

Substitution or Variation:

If at any time a Tax Event, a Withholding Tax Event, an Accounting Event or a Capital Event has occurred on or after the Issue Date, then the Issuer or the Guarantor may, subject to Condition 12(c) (without any requirement for the consent or approval of the Holders) and having given not less than 30 nor more than 60 days' notice to the Fiscal Agent in accordance with Condition

14, the Holders (which notice shall be irrevocable), at any time either (i) exchange the Securities for new securities of the Issuer, the Guarantor or any wholly-owned direct or indirect finance subsidiary of the Guarantor with a guarantee of the Guarantor or (ii) vary the terms of the Securities, so that after such substitution or variation the Securities remain or become, as the case may be, eligible for the same or (from the perspective of the Issuer or the Guarantor) more favourable tax, accounting or ratings treatment than the treatment to which they were entitled prior to the relevant event occurring.

Governing Law:

The Fiscal Agency Agreement, the Securities, the Coupons and the Guarantee and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law, other than the provisions of Condition 2(b) relating to the subordination of the Securities which are governed by and construed in accordance with the laws of the Netherlands, and the provisions of Condition 3(b) and Condition 3(c) and the corresponding provisions of the Guarantee which are governed by and construed in accordance with the laws of the Kingdom of Spain. See Condition 17.

Replacement Intention:

The Guarantor intends (without thereby assuming any obligation) at any time that it or the Issuer will redeem or repurchase the Securities only to the extent that the aggregate principal amount of the Securities to be redeemed or repurchased does not exceed such part of the net proceeds received by the Guarantor or any Subsidiary of the Guarantor during the 360-day period prior to the date of such redemption or repurchase from the sale or issuance by the Guarantor or such Subsidiary to third party purchasers (other than group entities of the Guarantor) of securities which are assigned by S&P, at the time of sale or issuance, an aggregate "equity credit" (or such similar nomenclature used by S&P from time to time) that is equal to or greater than the "equity credit" assigned to the Securities to be redeemed or repurchased at the time of their issuance (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Securities), unless:

- (i) *the rating assigned by S&P to the Guarantor is at least "BBB+" (or such similar nomenclature then used by S&P) and the Guarantor is of the view that such rating would not fall below this level as a*

result of such redemption or repurchase, or

- (ii) *in the case of a repurchase, such repurchase is of less than (a) 10 per cent. of the aggregate principal amount of the Securities originally issued in any period of 12 consecutive months or (b) 25 per cent. of the aggregate principal amount of the Securities originally issued in any period of 10 consecutive years, or*
- (iii) *in the case of a repurchase, such repurchase relates to an aggregate principal amount of Securities which is less than or equal to the excess (if any) above the maximum aggregate principal amount of the Guarantor's hybrid capital to which S&P then assigns equity content under its prevailing methodologies, or*
- (iv) *the Securities are redeemed pursuant to a Tax Event, a Capital Event, an Accounting Event, a Change of Control Event, a Substantial Purchase Event or a Withholding Tax Event, or*
- (v) *if the Securities are not assigned an "equity credit" (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase, or*
- (vi) *such redemption or repurchase occurs on or after the Reset Date falling on 22 May 2043.*

Rating:

The Securities are expected to be assigned on issue a rating of BBB- by S&P, a rating of Baa3 by Moody's and a rating of BBB- by Fitch. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Each of S&P, Moody's and Fitch is established in the European Union and is registered under the CRA Regulation.

Listing and Admission to Trading:

Application has been made for the Securities to be listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF Market.

Selling Restrictions:

The United States, the United Kingdom, the Netherlands and the Kingdom of Spain. See "Subscription and Sale".

Category 2 selling restrictions will apply for the purposes of Regulation S under the Securities Act.

Use of Proceeds:

The net proceeds of the issue of the Securities are estimated at €994,850,000. The net proceeds of the issue of the Securities will be on-lent or deposited with another member of the Group (other than the Guarantor) and used to finance and/or refinance, in whole or in part, Eligible Green Projects.

Risk Factors:

Prospective investors should carefully consider the information set out in “Risk Factors” in conjunction with the other information contained or incorporated by reference in this Offering Circular.

ISIN:

XS1721244371.

Common Code:

172124437.

Documents Incorporated By Reference

The following documents are incorporated in, and form part of, this Offering Circular:

- (a) the independent auditor's report and audited non-consolidated annual financial statements of the Issuer for the financial year ended 31 December 2016;
- (b) the independent auditor's report and audited non-consolidated annual financial statements of the Issuer for the financial year ended 31 December 2015;
- (c) the independent auditors' report and audited consolidated annual financial statements of the Guarantor for the financial year ended 31 December 2016;
- (d) the independent auditors' report and audited consolidated annual financial statements of the Guarantor for the financial year ended 31 December 2015;
- (e) the English translation of each of the independent auditors' limited review report and the unaudited condensed consolidated interim financial statements of the Guarantor for the six months ended 30 June 2017; and
- (f) the English translation of the interim unaudited consolidated financial information of the Guarantor for the nine months ended 30 September 2017.

The information set out in the table below is contained in the documents incorporated by reference in paragraphs (a) to (f) above.

<i>Information incorporated by reference</i>	<i>Page number</i>
<i>Iberdrola International B.V.</i>	
<i>Annual report for 2016</i>	
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Any documents themselves incorporated by reference in the documents incorporated by reference into this Offering Circular shall not form part of this Offering Circular. Those parts of the documents incorporated by reference into this Offering Circular which are not specifically incorporated by reference into this Offering Circular are either not relevant for prospective investors in the Securities or the relevant information is included elsewhere in this Offering Circular.

Copies of documents incorporated by reference in this Offering Circular are available, free of charge, from the registered office of the Issuer, the registered office of the Guarantor, from the specified offices of the Paying Agents for the time being in London and Luxembourg and available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Risk Factors

Each of the Issuer and the Guarantor believes that the following factors may affect its ability to fulfil its obligations under the Securities. Most of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with the Securities are also described below.

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

Factors that may affect the Issuer's ability to fulfil its obligations under or in connection with the Securities

The Issuer has minimal share capital

The Issuer issues debt securities on behalf of the Group. Furthermore, the Issuer has been established with a minimal share capital. The Issuer's principal liabilities will comprise the Securities and other debt securities issued by it and its principal assets will comprise its rights (if any) under agreements under which the net proceeds from the issue of the Securities and other debt securities are on-lent or deposited with the Guarantor or other members of the Group. Accordingly, in order to meet its obligations under the Securities, the Issuer is dependent on the Guarantor (or other members of the Group) meeting its obligations under such agreements or deposits or the Issuer being able to enforce its rights against the Guarantor (or other member of the Group) under such agreements or deposits. The fact that the Issuer is wholly owned by the Guarantor may limit the ability of the Issuer to enforce these obligations.

Main risk factors associated with the activities of the Iberdrola Group

Credit risk

The Iberdrola Group is exposed to credit risk arising from its counterparties' (including but not limited to customers, suppliers, financial institutions and partners) default on their contractual obligations. Exposure may arise with regard to unsettled amounts and the cost of substituting products not supplied.

Credit risk is managed and limited in accordance with the type of transaction and the creditworthiness of the counterparty. A specific corporate credit risk policy is in place which establishes criteria for admission, approval systems, authorisation levels, scoring tools, exposure measurement methodologies, etc.

With regard to credit risk on trade receivables, the historical cost of defaults has remained moderate and stable at close to 1 per cent. of total turnover of this activity, despite the difficult economic environment in recent years. Regarding other exposure (counterparties in transactions with financial derivatives, placement of cash surpluses, transactions involving energy and guarantees received from third parties), no significant defaults or losses were incurred in 2016 or 2015.

As at 31 December 2016 and 2015, respectively, there was no significant credit risk concentration in the Iberdrola Group.

Financial risk

Interest rate risk

The Iberdrola Group is exposed to the risk of fluctuations in interest rates affecting cash flows and market value in respect of items in the balance sheet (including debt and derivatives). In order to adequately manage and limit this risk, the Iberdrola Group manages annually the proportion of fixed and variable debt and establishes the actions to be carried out throughout the year: new sources of financing (at a fixed, floating or indexed rate) and/or the use of interest rate derivatives.

Debt arranged at floating interest rates is broadly tied to Euribor, Libor-GBP and Libor-USD and to the most liquid local reference indices in the case of the borrowings of the Latin American subsidiaries.

Foreign currency risk

As the Iberdrola Group's account currency is the euro, fluctuations in the value of the currencies in which borrowings are instrumented and transactions are carried out with respect to the euro (mainly pounds sterling, U.S. Dollar and the Brazilian real), may have an effect on the finance costs, profit and equity of the Group.

The following items could be affected by foreign currency risk:

- Collections and payments for supplies, services or equipment acquisition in currencies other than the local or functional currency.
- Income and expenses of certain foreign subsidiaries indexed in currencies other than the local or functional currency.
- Debt denominated in currencies other than the local or functional currency of the Iberdrola Group.
- Profit or loss on consolidation of foreign subsidiaries.
- Consolidated carrying amount of net investments in foreign subsidiaries.

The Iberdrola Group reduces these risks by:

- Ensuring that all its economic flows are carried out in the currency of each Group company, provided that this is possible, economically viable and efficient, and through the use of derivatives.
- As far as possible, hedging the risks of transfer of earnings scheduled for the current year, thereby limiting the ultimate impact on the Group's earnings.
- Mitigating the impact on the consolidated net asset value of a hypothetical depreciation of currencies due to the Group's investment in foreign subsidiaries by maintaining foreign currency debt, as well as through financial derivatives.

Considering the composition of the Group's financial cost in foreign currency in 2017 (48.2 per cent. euro, 24.4 per cent. U.S. Dollar, 13.0 per cent. pounds sterling and 14.2 per cent. Brazilian real), and assuming the composition remains the same in the future, a 5 per cent. rise in the main currencies would have a negative impact on profit and loss of 28 million euro through a higher consolidated finance cost.

Liquidity risk

Exposure to adverse situations in the debt or capital markets or in relation to the Iberdrola Group's own economic or financial situation may hinder or prevent the Group from obtaining the financing required to properly carry on its business activities.

The Iberdrola Group's liquidity policy is aimed at ensuring that it can meet its payment obligations without having to obtain financing on unfavourable terms. For this purpose, various management measures are used such as the arrangement of committed credit facilities of sufficient amount, deadline and flexibility, diversification of the coverage of financing needs through access to different markets and geographical areas, and diversification of the maturities of the debt issued.

The sum of cash, liquid assets and committed undrawn credit facilities would cover the Group's expected liquidity requirements for a period of more than 24 months, excluding any arrangements for new credit.

Regulatory risk

Companies in the Iberdrola Group are subject to laws and regulations concerning prices and other aspects of their activities in each of the countries in which they operate. For further details on the legislative and regulatory context in which the Iberdrola Group operates, see also the section entitled "*Description of Iberdrola—Regulation*" herein. The introduction of new laws and regulations or amendments to the already existing laws and regulations, may have an adverse effect on the Group's operations, annual results and the economic value of its businesses.

The following are a few of the most significant regulatory measures that were approved since 2016 or are due to be implemented in the near future:

- Spain

Approval of Royal Decree-Law 7/2016, of 23 December 2016 (and Royal Decree-Law 897/2017 and Order ETU/943/2017), regulating the financing mechanism of the cost of discounted rates (*bono social*) and other measures to protect vulnerable consumers of electricity among the electricity marketing companies (*compañías comercializadoras*) which are obliged to fund such discounted rates.

- United States

Approval of the Rochester Gas and Electric ("RG&E") and New York State Electric & Gas ("NYSEG") rate cases by the regulator of the State of New York, valid from July 2016, for a period of three years, in terms satisfactory to the respective companies.

The approval in the United States of the new tax incentive scheme of production tax credits for the development of renewable energies, valid up to the year 2020.

- Brazil

Approval of Celpe Energetica de Pernambuco S.A.'s ("Celpe") four-year tariff review, by the Brazilian regulator ANEEL, in terms satisfactory to the Group. Also the annual review of tariffs for Companhia de Eletricidade do Estado do Bahia ("Coelba"), Companhia Energética do Rio Grande do Norte ("Cosern") and Elektro Redes, S.A. ("Elektro") took place. Finally, it must be noted the release by ANEEL of Technical Note n° 179/2017-SRM, which establishes higher corporate governance standards for electricity distribution companies.

- Mexico

Uncertainties regarding the development and application of the energy market reform. According to the Iberdrola Group's best available information, this could affect the profitability of assets dedicated to selling electricity to private partners and the outlook for plants currently under construction.

Risks of the Network businesses

The Iberdrola Group is present, through its network businesses, in Spain, in the United Kingdom, in the United States (through its 81.50% stake in Avangrid Inc.) and in Brazil (through its 52.45% stake in

Neoenergia, S.A. (“Neoenergia”). The regulations in each country in which the Iberdrola Group’s network businesses operate establish regularly revised frameworks, guaranteeing that these businesses will receive reasonable and predictable returns. These frameworks include penalties and bonuses for efficiency, service quality and, eventually, for default by customers, which have a minor, immaterial impact overall. Significant amendments to these regulations could pose a risk to these businesses.

Generally, the profitability of the Iberdrola Group’s network business is not exposed to demand risk, except for the Brazilian subsidiaries, where rate cases are reviewed every four or five years and therefore lower demand over such period would result in lower incomes and returns for the relevant companies.

The Iberdrola Group’s network business in Spain and in the United Kingdom are not exposed to any market risk associated with energy prices.

The network business in Brazil and in some parts of the United States sell energy to regulated customers at a price determined by certain previously approved tariffs. Provided a prudent management policy is followed regarding supply and in accordance with that established by the relevant regulator, the regulatory frameworks in both countries guarantee sums will be collected in subsequent tariff readjustment reviews for possible purchase price deviations from those previously recognised in the tariff.

Given the above, in the case of extraordinary events (for example, extreme drought in Brazil or catastrophic storms in the United States), occasional temporary gaps between payments and collections may arise with an impact on the cash flows of some of these businesses and ultimately on profits recognised under IFRS.

The following sets out the current regulatory environments for the Group’s network businesses in Spain, the United Kingdom, the United States and Brazil:

- Network business in Spain

The present regulatory model is based on Electric Industry Law 24/2013 of 26 December, establishing six-year regulatory periods and a return on assets (“ROA”) for distribution activity, calculated as the yield on government bonds plus 200 basis points. The ROA for the first regulatory period, finalising in December 2019, is 6.5 per cent. According to the law, the variation of the ROA from one regulatory period to the next is limited to 50 basis points per annum.

Royal Decree 1048/2013 of 27 December defines the methodology to calculate remuneration for electricity distribution activities based on standard unit costs of investment and operation and establishes the required quality, losses and anti-fraud incentives.

- Network business in the United Kingdom

The Group operates in the United Kingdom through its subsidiary Scottish Power, Ltd. and with the following licensees:

- SP Distribution PLC (“SPD”)
- SP Manweb PLC (“SPM”)
- SP Transmission PLC (“SPT”)

The United Kingdom electricity transmission and distribution utility businesses remuneration framework applies a “price control” model, based on a recognised regulated asset value (“RAV”) and recognised costs, with incentives or penalties through efficient management which are partially retained by the company during the established regulatory period.

The latest tariff review for electricity distribution companies (RIIO ED1), which include SPD and SPM, is valid from April 2015 until March 2023, and the latest transmission price control model (RIIO T1), which includes SPT, is valid from April 2013 to April 2021.

The regulator (OFGEM) also establishes incentives/penalties for safety, environmental impact, consumer satisfaction, social obligations, connections and quality, which may have an effect on the income statement.

- Network business in the United States

The Iberdrola Group operates in the United States through its listed subsidiary Avangrid Inc., which has the following subsidiaries:

- NYSEG, New York, with a 3-year rate tariff valid until 2019 (base return on equity (“ROE”) 9 per cent. for distribution).
- RG&E, New York, with a 3-year rate tariff valid until 2019 (base ROE 9 per cent. for distribution).
- Central Maine Power (“CMP”), Maine, conducting an electricity distribution business with an annual extendable rate tariff (base ROE 9.15 per cent. for distribution) and transmission business (base ROE 10.57 per cent.).
- United Illuminating, Connecticut, conducting an electricity distribution business with a rate tariff in place until the end of 2019 and transmission business.
- It also has the following natural gas distribution companies: Maine Natural Gas Corporation, Connecticut Natural Gas, Southern Connecticut Gas and Berkshire Gas.

Companies carrying out regulated business in the United States are exposed to risks associated with the regulations of a number of federal regulatory bodies (FERC, CFTC, DEC) and state commissions, responsible for establishing the regulatory frameworks of the regulated companies (tariffs and other conditions).

The distributors’ tariff plans have been designed to reduce the risk to which businesses are exposed through mechanisms such as deferral, reconciliation and provisions for costs. Regulated distributors pass the costs of gas and electricity to end customers, thereby mitigating any impacts of fluctuations in demand.

- Network business in Brazil

The Iberdrola Group operates in Brazil through Neoenergia. On 24 August 2017, the incorporation of the activity and businesses of Elektro Holding, S.A. (100% previously owned by Iberdrola) in Neoenergia was completed. The Group considers Neoenergia (where it now controls 52.45% of the share capital) its investment vehicle in Brazil. The agreement includes the commitment of Iberdrola to undertake the initial public offering of that entity when the other shareholders of Neoenergia (Banco do Brasil and Previ) deem appropriate.

Neoenergia has the following main subsidiaries:

- Elektro (in the State of São Paulo), with the next tariff review envisaged for August 2019.
- Coelba (in the State of Bahia), with the next tariff review envisaged for April 2018.
- Celpe (in the State of Pernambuco), with the next tariff review envisaged for April 2021.

- Cosern (in the State of Rio Grande do Norte), with the next tariff review envisaged for April 2018. Brazilian legislation applicable to regulated electricity distribution business establishes two types of costs:
 - (i) “Parcel A”, which includes the costs of energy, transport and other obligations and regulatory charges, which can be recovered through tariffs as part of the conditions and limits imposed by ANEEL, except for other obligations and regulatory charges which can always be recovered through tariffs.
 - (ii) “Parcel B”, which includes remuneration for investment and the costs of operation and maintenance, which generate either an incentive or a risk for the investor.

ANEEL also acknowledges other smaller incentives to minimise default and impairment of quality and customer dissatisfaction that can affect the income statement. Pursuant to current legislation, electricity distribution companies transfer the cost of supplying electricity to the end customer through the regulated tariff, provided the energy contracted is between 100 per cent. and 105 per cent. of the demand required.

There are risk penalties imposed by the regulator ANEEL when the energy contracted is less than 100 per cent. and distributors face price risk fluctuations when the energy contracted is above 105 per cent.

Significant amendments to the regulatory regimes set out above could pose a risk to the Group’s network businesses in Spain, the United Kingdom, the United States and Brazil, which in turn may have an adverse effect on the Group’s operations, annual results and the economic value of its businesses.

Risks of the Renewables businesses

The Iberdrola Group is present, through its renewable energy businesses, mainly in Spain, the United Kingdom, the United States (through Avangrid Inc.), Mexico and Brazil (through Neoenergia). The regulations of each country in which the Group operates establish regulatory frameworks aimed at promoting the development of renewable energies based on formulas which may include premiums, green certificates, tax or regulated tariff deductions, which allow investors to obtain sufficient and reasonable returns. Any change to the aforementioned regulation may represent a risk for said business.

In addition to the above mentioned regulatory risk, the Group’s renewable energy businesses may be subject, to a greater or lesser extent, to wind resource risk and to market risk.

The Iberdrola Group considers that the wind resource risk is mitigated through the high number of wind power farms available and their geographic diversification and operates these to compensate periods with less wind energy with those with high wind energy in the medium term.

The following sets out details relating to the current electricity price regimes for the Group’s renewable energy businesses in Spain, the United Kingdom, other European countries, the United States, Mexico and Brazil:

- **Renewables business in Spain**

Following the approval of the new regulatory regulation (Royal Decree-Law 9/2013, Law 24/2013, Royal Decree 413/2014, Ministerial Order IET/10452014 and Ministerial Order ETU/130/2017) all renewable production facilities in operation at that time are entitled to receive a remuneration equal to the market price plus a premium per MW. This guarantees a reasonable regulated return by reference to an efficient and well-run undertaking, calculated as the average yield of Kingdom of Spain 10 year

government bonds, during the 10 years prior to 14 July 2013, plus 300 basis points (equivalent to 7.398% for the initial period of 6 years which finishes at the end of 2019) and:

- the premium is adjusted (within certain bands) every three years in order to cover possible deviations in the market price
- the reasonable regulated return could be adjusted for 2020 onwards
- wind farms that entered into operation prior to 2003 are excluded of this retribution formula and are fully exposed to market risk.

Most recently, in the context of the new regulatory framework and by virtue of Royal Decree 947/2015, of 16 October and Royal Decree 359/2017, of 31 March 2017, a new specific remuneration was laid down for renewable facilities participating in the relevant public tenders regulated therein.

In order to mitigate the risk associated with the price of electricity in the short term, the Spanish renewables business has a long-term contract (“PPA”) with the Spanish generation and retail business under the terms of which the price is fixed on an annual basis. Consequently, there is no market risk for that period.

- Renewables business in the United Kingdom

The business operates and develops its activity under the “Renewables Obligation” legislation, which results in an income that is exposed to the market price of electricity in the UK, as it is derived from the sale of energy generated plus the sale of associated renewable energy certificates (“ROCs”). The supplier companies must present a minimum number of ROCs/MWh supplied, established at 10 per cent. above the total demand forecast for the system, creating a shortage of ROCs.

For new renewable installations which have begun operation from 1 April 2017 (for onshore wind, from 12 May 2016) the Renewables Obligation does not apply and remuneration is set in the form of a “Contract for Difference” (“CfD”) which eliminates market price risk during the first 15 years of operation. The “strike price” for such CfD contracts is awarded on a project by project basis through a public auction process.

In order to mitigate the risk associated with the price of electricity in the short-term, the UK Renewables business has a PPA with the UK generation and retail business under the terms of which the price is fixed on an annual basis. Consequently, there is no market risk for that period.

- Offshore renewables in other European countries

The Wiking offshore wind-farm, located in Germany, with full commercial operation expected to commence in the first quarter of 2018, will have a compensation system established through a regulated tariff (similar to a CfD in the United Kingdom). The grid operator, in this case the German grid operator, will be responsible for paying the difference between the regulated tariff and the market price.

- Onshore renewables in other European countries

Currently, the Iberdrola Group has renewable facilities in other European countries. Regulations in these countries make a distinction between two energy sale schemes: sales at the regulated tariff (Portugal, Greece, Cyprus and Hungary), and sales at market price plus green certificates (Romania).

- Renewables business in the United States

The Iberdrola Group conducts its renewables business in the United States through its listed company Avangrid Inc.

At the end of 2016, approximately 67 per cent. of the energy produced by Avangrid Inc is sold on fixed-price long-term contracts with third parties, and the remaining 33 per cent. of the energy produced is sold under variable market price mechanisms to the market on more short-term arrangements. With electricity prices around 30 U.S.\$ per MWh at that time, a 5 per cent. change in prices could give rise to an impact of ± 8 million euro on operating results.

- Renewables business in Mexico

In Mexico, the business operates through two sale schemes: a) fixed-price sale to the CFE (*Comisión Federal de Electricidad* or the Federal Electricity Commission) on a long-term contract and b) sale to third parties at a price equivalent to the official tariff published by the CFE less a discount.

- Renewables business in Brazil

In Brazil the business operates on long-term contracts with a fixed price with the country's distributors. Excesses and shortages in the production contracted with the distributor are settled over periods of four years, and excesses must be offered and shortages purchased at market prices.

Significant amendments to the electricity price regimes set out above could pose a risk to the Group's renewable energy businesses in Spain, the United Kingdom, other European countries, the United States, Mexico and Brazil, which in turn may have an adverse effect on the Group's operations, annual results and the economic value of its businesses.

Risks of the Generation and Retail businesses¹

The Iberdrola Group is present, through its generation and retail businesses, in Spain, the United Kingdom, Mexico and Brazil (through Neoenergia). The activities of the Iberdrola Group's generation and retail businesses are subject to a range of market, credit, operating, business and regulatory risks, coming from the uncertainty of the main variables that affect them, such as: fluctuations in commodity prices, changes in hydroelectric and wind energy production (of both the Group's and of third parties), changes in electricity and gas demand, and plant availability.

The mutual closing out of positions by the generation business and retailing business mitigates the short-term volatilities intrinsic to the market risk to which the Iberdrola Group is exposed.

- Generation and retail businesses in Spain

Commodity price risk

Given current market conditions, the production price of coal-fired power plants defines, to a large extent, the price of electricity in Spain under the current price-setting mechanism, since coal is the marginal technology necessary to cover electricity demand. Consequently, the price of coal conditions the revenues of other less expensive technologies which are used to cover demand. With coal prices around 68 U.S.\$ per tonne, a 5 per cent. change in the prices could give rise to an impact of ± 15 million euro on operating results.

The price of CO₂ emission allowances influences the cost of production of thermal power plants. With carbon prices around 4.85 euro/tonne, a 5 per cent. change in the prices could give rise to an impact of ± 3 million euro on operating results.

¹ Unless otherwise stated, all the sensitivities and prices references presented in this Section are extracted from the 2016 Annual Report.

The majority of gas supplied in Spain is indexed to the price of oil by means of complex formulas. Iberdrola has these types of agreements for the supply of gas, as well as other types of fixed-price supply and with prices not indexed to the market price of oil. These agreements are used for electricity generation, for the consumption of its final customers and for sale to other intermediaries. Due to the fact that the electricity generation margin is covered by the contracting formulas of the system operator, only residual risk remains in sales to final customers and third parties. The risk assumed is reduced and depends on the correlation between the price of oil and the European and international gas prices. In the event of a 5 per cent. fluctuation in the oil price, the risk would be ± 1 million euro.

Hydraulic resources risk

Despite having a large water storage capacity, Iberdrola's results depend significantly on the flow contributions. The changes in output with respect to the average value can be up to -4,000 GWh in a dry year and +5,000 GWh in a wet year, the variability would be between ± 135 million euro. This potential loss of profit is not covered as it is an inherent risk of Iberdrola's business.

Demand risk

Given current market conditions, where price is primarily determined by the generation cost of coal-fired plants (which make up around 15 per cent. of the generation mix), it is not considered that demand fluctuations will change the marginal technology in the market. The impact on the market price of a 1 per cent. change in demand is therefore limited, amounting to approximately 0.25 euro per MWh.

A moderate drop in demand in Spain does not affect the scheduled output of the Group's nuclear, hydroelectric and wind power plants, since there is a mandatory electricity market in Spain guaranteeing the efficient dispatch of output from all technologies.

Nevertheless, a decrease in electricity demand could lead to an equivalent reduction in the Group's retail sales and consequently a decrease in the profitability margin. This is mitigated to some extent by increasing sales of the Group's own energy on the wholesale market. Taking both effects into account, it is estimated that a 1 per cent. fluctuation in demand would have an impact of ± 8.5 million euro overall.

Operational risk

With respect to the impact on business results, the main operational risk arises from nuclear power plant unplanned outages and hydroelectric power plant outages which are not associated with a large storage reservoir (flow facilities, in which water is not storable). As a result of such outages, production and, therefore, the margin associated with this production are lost. This risk is managed through the operating and maintenance practices of the plants and a culture focused on total quality and the reduction of operational risks.

Risks in connection with nuclear power plants

Constitutional Spanish law caps the liability of nuclear power plant operators in the event of a nuclear accident at 700 million euro. This liability for a nuclear accident must be compulsorily insured by the operator of Spanish nuclear power plants. The Iberdrola Group meets this obligation by taking out Nuclear Civil Liability insurance policies for each plant. However, Law 12/2011, of 27 May, concerning civil liability for nuclear damage or damage caused by radioactive materials, will increase the operator's liability ceiling and the consequent mandatory insurance ceiling to 1,200 million euro for nuclear power plants. The law will enter into force when all signatories of the Paris and Brussels Agreements ratify the 2004 Amendment Protocols, as established in these agreements.

Accordingly, the indirect economic risk to which the aforementioned power plants are exposed as a result of a possible serious incident in Spain or in other country are the periodic renewals of their compulsory operating licences and the increase in their safety investments.

- Generation and retail business in the United Kingdom

Commodity price risk

The closure of the Longannet coal-fired power plant took place at the end of March 2016. The Iberdrola Group does not plan to have coal plants in the United Kingdom.

In a market like the British market, geared towards thermal power generation, the clean spark spread has become the appropriate index to follow the uncertainty of the margins of gas-fired power plants.

With clean spark spread levels around 3 GBP/MWh, a 5 per cent. change in the spreads could reduce operating results by less than 5 million euro.

The Group does not have fixed-price long-term gas contracts in the United Kingdom.

Ongoing political initiatives in the United Kingdom could result in the imposition of a maximum retail price (tariff cap) to the standard variable tariff. This could potentially impact the margin obtained by the Group in the retail segment.

Demand risk

The current net buyer position that the Iberdrola Group has with third parties allows to reduce its own exposure to electricity demand variations. The impact on profit or loss of a 1 per cent. fluctuation in customer demand is ± 10 million euro, but a greater or sudden fluctuation could have an adverse effect on the Group's operations, annual results and the economic value of its businesses.

Operational risk

With respect to the impact on business results, the main operational risk arises from the combined cycle power plants outages. With regard to these outages, all profit or loss obtained from production is compromised, although the high operating and maintenance standards of the plants and a culture focused on total quality and the reduction of operational risks help to mitigate this risk.

Loss of profit from this type of events (material damages or machinery malfunctions) is covered by an insurance policy after a certain deductible level, which is marked by the risk retention level that Iberdrola can assume and the insurance conditions that the market offers for risks of these types.

- Generation and retail business in Mexico

Commodity price risk

Electricity generation at Iberdrola Generación Mexico is gas-intensive. Gas prices therefore comprise an essential component of this risk.

At the end of 2016, approximately 83 per cent. of the electricity generated in Mexico by the Group was sold through long-term sales agreements to the CFE (*Comisión Federal de Electricidad* or the Federal Electricity Commission) and, to a lesser extent, other major industrial customers, whereby the risk associated with the price of gas for generating this electricity is passed on.

The remaining energy is sold to customers at a price linked to the official tariffs published by CFE. These tariffs depend on the price of the various fuels, specially fuel-oil, diesel, natural gas and coal.

As a result, there is a risk associated with the price of these fuels on the international markets:

- A 5 per cent. change in fuel-oil or diesel prices (which are closely linked) would give rise to a ± 3 million euro change in operating results.
- A 5 per cent. change in the natural gas price would give rise to a ± 1 million euro change in operating results.
- A 5 per cent. change in the price of coal would give rise to a ± 1 million euro change in operating results.

Operational risk

The main operational risk to business results arises from combined cycle power plant outages. With regard to these outages, all profit or loss obtained from production is compromised, although the high operating and maintenance standards of the plants and a culture focused on total quality and the reduction of operational risks, allow the impact of this risk to be kept low. Loss of profit from this type of event (material damages or machinery malfunctions) is covered by an insurance policy after a certain deductible level, which is marked by the risk retention level that Iberdrola can assume, and the insurance conditions that the market offers for risks of these types.

- *Generation and retail business in Brazil*

About 80% of current capacity owned or controlled by Neoenergia in Brazil (mainly hydro) is contracted through long term PPAs with different Brazilian electricity distribution companies.

Gas business in the United States and Canada

Commodity price risk

Iberdrola, through its listed subsidiary company Avangrid, Inc., is present in the United States and Canada operating a natural gas transport and storage business. As a result, the risk assumed mainly arises from fluctuations in the price of natural gas over time. There is no risk arising from the price levels but rather from the difference in the price of natural gas between the period of high prices (winter) and the period of low prices (summer) and the differences in prices among hubs. In the event the difference between summer and winter is 0.21 U.S./MMBTU, if the aforementioned difference were to fluctuate by 5 per cent., the uncertainty of the results would be ± 1 million euro. In the release of its 2016 annual results, on 21 February 2017, Avangrid, Inc. declared that it considers the gas division a non-core business.

Operational risk

The business' gas storage facilities are exposed to operational risks associated with outages impeding the injection or extraction of gas, gas storage leaks and shifts in geological structures that hinder recovering injected gas.

Discretionary trading

Discretionary trading of electricity, gas, emissions allowances and other fuels and associated products performed by some of the Group's businesses is residual and the overall risk thereof is mitigated using individual stop-loss limits, whose total aggregate figure can never exceed 2% of the consolidated net profit for the period, pursuant to the market risk policy approved by Iberdrola, S.A.'s Board of Directors.

Other operational risks

Throughout all of the Iberdrola Group's activities, direct or indirect losses may arise as a result of inadequate internal procedures, technical failures, human error or external events.

The Iberdrola Group is exposed, among other risks, to malfunctions, explosions, fire, toxic spillages or polluting emissions at its gas and electricity distribution networks and generating plants. It could also be

adversely affected by sabotage, adverse meteorological conditions or force majeure. Any of these risks could cause damage or destruction to the Iberdrola Group's facilities, as well as injuries to third parties or damage to the environment, along with the ensuing lawsuits, especially in the event of power outages caused by accidents at its distribution networks and possible penalties imposed by the authorities.

Although many of these risks are unpredictable, the Iberdrola Group mitigates them by carrying out the necessary investments, implementing operation and maintenance procedures and programmes (supported by quality control systems), planning appropriate employee training, and taking out the required insurance covering both material damages and civil liability.

In relation to the insurance cover, the Iberdrola Group has international insurance programmes to cover investments (insurance for material damages, machinery breakdowns, loss of profits, damages from natural disasters and risks arising from construction work) and third-party liabilities (general civil liability, liability for environmental risks, professional civil liability, cybersecurity, etc.). However, this insurance does not completely eliminate operational risk, since it is not always possible, or it is not in its interest to pass such risk on to insurance companies and, in addition, cover is always subject to certain limitations.

Environmental risks

Iberdrola accepts that the environment places constraints on all human activities and is a factor of companies' competitiveness, and Iberdrola is committed to promoting innovation in this field as well as eco-efficiency, to gradually reduce the environmental impact of its activities, facilities, products and services, and strives to ensure that its activities' development is congruent with future generations' legitimate right to an appropriate environment. However, any material failure to manage environmental risks could have an adverse effect on the Group's operations, annual results and the economic value of its business.

The Group undertakes and promotes this commitment through its policies. Iberdrola currently has three specific policies in order to manage environmental issues: the environmental policy, the anti-climate change policy and the biodiversity policy, which set forth the principles through which the Company will continue to improve its environmental management.

Iberdrola is also included in the global Dow Jones Sustainability Index, ("DJSI"), a worldwide benchmark for recognition of companies' contributions to sustainable development, as well as in other prestigious international sustainability indexes. Iberdrola is Europe's only electricity utility to have been included in all 18 editions of the DJSI.

Operational risk of operations in markets

Market trading conducted by the Group's various energy trading desks and treasury dealers is also exposed to operational risk due to possible inappropriate processes, technological failures, human error, fraud or any other external or internal event.

This risk is mitigated by following the operational risk in market transactions policy when trading on the market based on a robust risk control culture, a proper segregation of duties, the publication of clear processes and policies and securing flexible information systems. This policy sets specific thresholds and guidelines applicable to all trades performed in accordance with the principle of proportionality.

Risks in connection with cybersecurity

The Iberdrola Group may be affected by threats and vulnerabilities in connection with information, control systems or information and communications systems used by the Group, or by any consequences of unauthorised access to or the use, disclosure, degradation, interruption, modification or destruction of information or information systems, including the consequences of acts of terrorism.

These risks are managed in accordance with the basic principles of the cybersecurity policy, which takes the necessary measures to guarantee secure usage of information and communications systems and other cyber-assets, bolstering detection, prevention, defence and response capacities to counter cyberattacks. In order to further mitigate the cybersecurity risks, the Group has recently contracted a cybersecurity insurance programme, which offers additional protection.

Legal risks

The Iberdrola Group companies are party to certain in-court and out-of-court disputes within the ordinary course of their activities, the final result of which, in general, is uncertain. An adverse result, an out-of-court resolution thereof or other proceedings in the future could have a material adverse effect on the Iberdrola Group's business, financial situation, operating results and cash flows. However, the Group's legal advisers have advised that the outcome of the aforementioned disputes will not have a significant effect on the Group's results of operations or financial position.

Country risk

To a greater or lesser extent, and depending on their nature, all of the Iberdrola Group's international activities are exposed to the risks described above and also to other risks inherent to the countries in which they take place, such as:

- Imposition of monetary and other restrictions on the movement of capital.
- Changes to administrative policies and regulations in the country.
- Changes in the market.
- Economic crises, political instability and social unrest which affects operations.
- Nationalisation or expropriation of assets.
- Exchange rate fluctuations.
- The cancellation of operating licences.
- Anticipated termination of government contracts.

The results of our international subsidiaries, their market value and their contribution to the Group may be affected by such risks.

The main operations of the Iberdrola Group are concentrated in Spain, the United Kingdom, the United States, Brazil and Mexico, considered to be low to moderate-risk countries, the credit ratings of which are as follows:

Country	Moody's	S&P	Fitch
Spain	Baa2	BBB+	BBB+
United Kingdom	Aa2	AA	AA
United States	Aaa	AA+	AAA
Brazil	Ba2	BB	BB
Mexico	A3	BBB+	BBB+

The presence in countries other than those mentioned above is not significant at a Group level from an economic point of view.

Iberdrola's business in the United Kingdom may be affected by the United Kingdom's anticipated exit from the European Union

On 23 June 2016, the United Kingdom voted in a national referendum to withdraw from the European Union (referred to as **Brexit**) and on 29 March 2017, the United Kingdom formally served notice to the European Council of its desire to withdraw. This process is unprecedented in European Union history and one that could involve months or years of negotiation to agree a withdrawal agreement in accordance with Article 50 of the Treaty on European Union. Negotiations have already started so as to determine the future terms of the United Kingdom's relationship with the European Union, including the terms of trade between both parties. While the long-term effects of Brexit are difficult to predict, immediately following the referendum the United Kingdom and global stock and foreign exchange markets had a period of significant volatility, including a steep devaluation of the pound sterling. Brexit may continue to adversely affect European or worldwide economic market conditions and could contribute to instability in global financial and foreign exchange markets, including volatility in the value of the pound sterling or the euro. The United Kingdom's general election on 8 June 2017 also left the ruling Conservative party without a majority and as such the uncertainty surrounding Brexit has increased, as has the chance of a failure to reach a deal by 2019 with the European Union altogether, given that it could prove difficult for the United Kingdom Parliament to reach a decision on the exact terms of Brexit.

Due to their regulated character, the results in pounds sterling from Iberdrola's main business in the United Kingdom (Scottish Power, Ltd.) should not be significantly impacted. Nevertheless, the conversion from pounds sterling into euro could be impacted by possible exchange rate variations.

Risks related to the structure of the Securities

The Issuer's obligations under the Securities and the Coupons are subordinated

The Issuer's obligations under the Securities will be unsecured and subordinated obligations of the Issuer and will rank junior to the claims of unsubordinated and other subordinated creditors of the Issuer, except for subordinated creditors whose claims are expressed to rank *pari passu* with, or junior to, the Securities. See Condition 2. By virtue of such subordination, payments to a Holder of Securities will, in the event of an Issuer Winding-up (as described in the Conditions), only be made after, and any set-off by a Holder of Securities shall be excluded until, all obligations of the Issuer resulting from higher ranking claims have been satisfied. A Holder of Securities may therefore recover less than the holders of unsubordinated or other subordinated liabilities of the Issuer. Subject to applicable law, no Holder may exercise or claim any right of set-off in respect of any amount owed to it by the Issuer arising under or in connection with the Securities and each Holder shall, by virtue of being the Holder of any Security, be deemed to have waived all such rights of set-off. Although subordinated debt securities may pay a higher rate of interest than comparable debt securities which are not subordinated, there is a real risk that an investor in subordinated securities such as the Securities will lose all or some of his investment should the Issuer become insolvent.

The Guarantee is a subordinated obligation

The Guarantor's obligations under the Guarantee will be unsecured and subordinated obligations of the Guarantor. In the event of the Guarantor being declared in insolvency ("*concurso*") under Spanish Insolvency Law (as defined below), the Guarantor's obligations under the Guarantee will be subordinated in right of payment to the prior payment in full of all other liabilities of the Guarantor, except for obligations which rank equally with or junior to the Guarantee. See Condition 3.

Holders of the Securities are advised that unsubordinated liabilities of the Guarantor may also arise out of events that are not reflected on the balance sheet of the Guarantor including, without limitation, the issuance of guarantees on an unsubordinated basis. Claims made under such guarantees will become generally

unsubordinated liabilities of the Guarantor that in the insolvency of the Guarantor will need to be paid in full before the obligations under the Guarantee may be satisfied.

There are no events of default under the Securities

The Conditions do not provide for events of default allowing acceleration of the Securities if certain events occur. Accordingly, if the Issuer or the Guarantor fails to meet any obligations under the Securities or the Guarantee, as the case may be, including the payment of any interest, investors will not have the right to require the early redemption of principal. Upon a payment default, the sole remedy available to the Holders for recovery of amounts owing in respect of any payment of principal or interest on the Securities will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, in no event shall the Issuer or the Guarantor, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

The Securities are undated securities

The Securities are undated securities, with no specified maturity date. The Issuer is under no obligation to redeem or repurchase the Securities at any time and the Holders have no right to require redemption of the Securities. Therefore, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Securities for an indefinite period of time and may not recover their investment in the foreseeable future.

The Issuer may redeem the Securities under certain circumstances

Holders should be aware that the Securities may be redeemed at the option of the Issuer in whole, but not in part, at their principal amount (plus any accrued and outstanding interest and any outstanding Arrears of Interest) on any date during the period commencing on (and including) 22 February 2023 and ending on (and including) the First Reset Date (as defined in the “Conditions”) and on any Interest Payment Date (as defined in the “Conditions”) thereafter.

The redemption at the option of the Issuer may affect the market value of the Securities. During any period when the Issuer may elect to redeem the Securities, the market value of the Securities generally will not rise substantially above the price at which they can be redeemed.

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

The Securities are also subject to redemption in whole, but not in part, at the Issuer’s option upon the occurrence of an Accounting Event, a Capital Event, a Change of Control Event, a Tax Event, a Withholding Tax Event or a Substantial Purchase Event (each as defined in Condition 18 of the “Conditions”). The relevant redemption amount may be less than the then current market value of the Securities.

The Issuer might not be able to redeem the Securities after a Change of Control Event

At or around the Issue Date, the Guarantor intends to undertake to holders of certain of its securities (“Qualifying Securities”) that following the occurrence of a Change of Control Event in respect of which the Issuer intends to deliver a notice exercising its right to redeem the Securities under Condition 6(f), it will do so only after making a tender offer, directly or indirectly, to all holders of Qualifying Securities to repurchase the Qualifying Securities at their respective aggregate nominal amounts together with any interest accrued until the day of completion of the repurchase. As a consequence, Holders should be aware that there may not be sufficient funds to redeem the Securities after the repurchase of Qualifying Securities.

Change of Tax law

On 10 October 2017, the new Dutch government released their coalition agreement (*Regeerakkoord*) 2017 – 2021. The coalition agreement does not include concrete legislative proposals, but instead sets out a large number of policy intentions of the new Dutch government. Two policy intentions in particular may become relevant in the context of the Dutch tax treatment of the Issuer and/or (payments under) the Securities. The first policy intention is the introduction of a “thin capitalisation rule” that would limit the deduction of interest on debt exceeding 92% of the commercial balance sheet total. Although the heading in the coalition agreement suggests this thin capitalisation rule will apply solely to banks and insurers, it cannot be ruled out that this thin capitalisation rule may have a generic application and consequently may also apply to other taxpayers, including the Issuer. The second policy intention is the introduction of an “interest withholding tax” on interest paid to creditors in countries with very low taxes (low tax jurisdictions). Although the coalition agreement suggests that this measure is intended to combat letterbox structures in The Netherlands, it cannot be ruled out that this new interest withholding tax also affects other situations, including interest payments under the Securities. Many aspects of these policy intentions remain unclear. However, if the policy intentions are implemented in such a way as to give rise to a Tax Event or a Withholding Tax Event (in each case as defined in Condition 18 (Definitions)), the Issuer may redeem the Securities pursuant to its option under Condition 6(c) (Redemption for Taxation Reasons).

The Issuer may redeem the Securities after a Tax Event relating to an intra-group loan

The net proceeds of the issue of the Securities will be on-lent by the Issuer to Iberdrola Financiación, S.A.U. (“Iberdrola Financiación”) pursuant to a Subordinated Loan (as defined in the Conditions). The Issuer may redeem the Securities in certain circumstances, including if, as a result of a Tax Law Change (as defined in the Conditions), in respect of (i) the Issuer’s obligation to make any payment under the Securities (including any Interest Payment) on the next following Interest Payment Date; or (ii) the obligation of Iberdrola Financiación to make any payment in favour of the Issuer under the Subordinated Loan on the next following due date for such payment, the Issuer or Iberdrola Financiación (as the case may be) would no longer be entitled to claim a deduction in respect of computing its tax liabilities in The Netherlands or in Spain (as the case may be), or such entitlement is materially reduced.

The direct connection between a Tax Event and the Subordinated Loan may limit the Issuer’s ability to prevent the occurrence of a Tax Event, and may increase the possibility of the Issuer exercising its option to redeem the Securities upon the occurrence thereof.

The Issuer has the right to defer interest payments on the Securities

The Issuer may, at its discretion, elect to defer (in whole or in part) any payment of interest on the Securities. Any such deferral of interest payment shall not constitute a default for any purpose. See Condition 5 of the “Conditions”. Any interest in respect of the Securities the payment of which is deferred will, so long as the same remains outstanding, constitute Arrears of Interest (as defined in the Conditions). Arrears of Interest will be payable as outlined in Conditions 5(b) and 5(c). While the deferral of payment of interest continues, the Issuer is not prohibited from making payments on any instrument ranking senior to the Securities and in such event, the Holders are not entitled to claim immediate payment of interest so deferred.

As a result of the interest deferral provision of the Securities, the market price of the Securities may be more volatile than the market prices of other debt securities on which original issue discount or interest payments are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer’s and/or the Guarantor’s financial condition. Investors should be aware that any deferral of interest payments may have an adverse effect on the market price of the Securities.

Substitution or variation of the Securities

There is a risk that, after the issue of the Securities, a Tax Event, a Withholding Tax Event, an Accounting Event or a Capital Event may occur which would entitle the Issuer and/or the Guarantor, without any requirement for the consent or approval of the Holders, to substitute or vary the Securities (including the substitution of the Securities for securities issued by a wholly-owned finance subsidiary of the Guarantor resident in a tax jurisdiction other than The Netherlands or Spain), subject to certain conditions intended to protect the interests of the Holders, so that after such substitution or variation the Securities remain or become, as the case may be, eligible for the same or (from the perspective of the Issuer or the Guarantor) more favourable tax, accounting or ratings treatment than the treatment to which they were entitled prior to the relevant event occurring.

Any such substitution or variation may have an adverse impact on the price of, and/or the market for, the Securities.

No limitation on issuing senior or pari passu securities or other liabilities

There is no restriction on the amount of securities or other liabilities which the Issuer or the Guarantor may issue, incur or guarantee and which rank senior to, or *pari passu* with, the Securities or the Guarantee (as the case may be). The issue of any such securities, the granting of any such guarantees or the incurrance of any such other liabilities may reduce the amount (if any) recoverable by Holders on the insolvency, winding-up, liquidation or dissolution of the Issuer or the Guarantor (as the case may be) and/or may increase the likelihood of a deferral of Interest Payments under the Securities.

If the Issuer's and/or the Guarantor's financial condition were to deteriorate, the Holders could suffer direct and materially adverse consequences, including loss of interest and, if the Issuer and/or the Guarantor were liquidated (whether voluntarily or not), the Holders could suffer loss of their entire investment.

Fixed rate securities have a market risk

A holder of a security with a fixed interest rate is exposed to the risk that the price of such security falls as a result of changes in the current interest rate on the capital market (the "Market Interest Rate"). While the nominal interest rate of a security with a fixed interest rate is fixed during the life of such security or during a certain period of time, the Market Interest Rate typically changes on a daily basis. A change of the Market Interest Rate causes the price of such security to change. If the Market Interest Rate increases, the price of such security typically falls. If the Market Interest Rate falls, the price of a security with a fixed interest rate typically increases. Investors should be aware that movements of the Market Interest Rate can adversely affect the price of the Securities and can lead to losses for the Holders if they sell the Securities.

Interest rate reset may result in a decline of yield

A Holder with a fixed interest rate that will be reset during the term of the Securities (as will be the case for the Securities on each Reset Date if not previously redeemed) is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the yield of such securities in advance.

Any decline in the credit ratings of the Issuer and/or the Guarantor may affect the market value of the Securities

The Securities have been assigned a rating by S&P, Moody's and Fitch. The rating granted by each of S&P, Moody's and Fitch or any other rating assigned to the Securities may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. A credit rating is not a statement as to the likelihood of deferral of interest on the Securities. Holders

have a greater risk of deferral of interest payments than persons holding other securities with similar credit ratings but no, or more limited, interest deferral provisions.

In addition, each of S&P, Moody's and Fitch, or any other rating agency may change its methodologies for rating securities with features similar to the Securities in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Securities sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Securities were to be subsequently lowered, this may have a negative impact on the trading price of the Securities.

Changes in rating methodologies may lead to the early redemption of the Securities

S&P, Moody's and Fitch (in each case as defined in the Conditions) may change their rating methodology or may apply a different set of criteria after the Issue Date (due to changes in the rating previously assigned to the Issuer and/or the Guarantor or to any other reasons), and as a result the Securities may no longer be eligible for the same or a higher amount of "equity credit" attributable to the Securities at the date of their issue, in which case the Issuer may redeem all of the Securities (but not some only), as provided in Condition 6(e).

EU Insolvency

From 26 June 2017, the new Regulation 2015/848, of the European Parliament and of the Council, of 20 May 2015, on insolvency proceedings (recast) ("Regulation 2015/848") is applicable to all the EU countries except for Denmark. This means that this new regulation shall be applicable to all those insolvency proceedings that are initiated in a EU country (except for Denmark), when the centre of main interest ("COMI") of the debtor is located in such countries.

Aside from new information duties between the countries (e.g. such countries must create an insolvency registry), the most relevant aspects of this regulation are as follows:

- (a) the type of proceedings to which this regulation applies (foreseen under Annex A of Regulation 2015/848) has increased, and pre-insolvency proceedings are now included. With regards to Spain, Regulation 2015/848 includes homologation proceedings, extrajudicial payment proceedings, or anticipated arrangement proposals and with regards to The Netherlands includes the suspension of payments and bankruptcy;
- (b) the determination on the judicial competence to declare the principal insolvency proceeding is explained in more detail. In this sense, the definition of COMI is now foreseen under Article 3, which sets forth that the centre of main interests shall be the place where the debtor conducts the administration of its interests on a regular basis and which is ascertainable by third parties. In the case of a company or legal person, the place of the registered office shall be presumed to be the centre of its main interests in the absence of proof to the contrary. That presumption shall only apply if the registered office has not been moved to another Member State within the 3-month period prior to the request for the opening of insolvency proceedings; and
- (c) a new chapter on the insolvency of companies that belong to the same group has been included. Regulation 2015/848 pretends to ensure more cooperation and coordination between the insolvency receivers, courts, etc, in charge of each proceeding, and has even included a new proceeding called "group coordination proceeding", which is voluntary and enables the insolvency proceedings of group companies to be processed jointly.

If the centre of main interests of a company is in one Member State (other than Denmark) under Article 3(2) of the EU Insolvency Regulation, the courts of another Member State (other than Denmark) have jurisdiction

to open insolvency proceedings against that company only if such company has an “establishment” in the territory of such other Member State. An “establishment” is defined as any place of operations where a debtor carries out or has carried out in the 3-month period prior to the request to open main insolvency proceedings a non-transitory economic activity with human means and assets. The effects of those insolvency proceedings opened in that other Member State are restricted to the assets of the company situated in such other Member State.

Where main proceedings have been opened in the Member State in which the company has its centre of main interests, any proceedings opened subsequently in another Member State in which the company has an establishment shall be secondary proceedings. Where main proceedings in the Member State in which the company has its centre of main interests have not yet been opened, territorial insolvency proceedings can be opened in another Member State where the company has an establishment only where either: (a) insolvency proceedings cannot be opened in the Member State in which the company’s centre of main interests is situated under that Member State’s law; or (b) the opening of territorial insolvency proceedings is requested by:

- (i) a creditor whose claim arises from or is in connection with the operation of an establishment situated within the territory of the Member State where the opening of territorial proceedings is requested; or
- (ii) a public authority which, under the law of the Member State within the territory of which the establishment is situated, has the right to request the opening of insolvency proceedings.

Any judgment opening insolvency proceedings handed down by a court of a Member State which has jurisdiction pursuant to Article 3 shall be recognised in all other Member States from the moment that it becomes effective in the Member State of the opening of proceedings. This shall also apply where, on account of a debtor’s capacity, insolvency proceedings cannot be brought against that debtor in other Member States.

Recognition of a main proceedings shall not preclude the opening of a secondary proceeding. The insolvency receiver appointed by a court in a Member State that has jurisdiction to open main proceedings (because the company’s centre of main interests is there) may exercise the powers conferred on it by the law of that Member State in another Member State (such as to remove assets of the company from that other Member State), subject to certain limitations, so long as no insolvency proceedings have been opened in that other Member State or any preservation measure taken to the contrary further to a request to open insolvency proceedings in that other Member State where the company has assets.

Risks arising in connection with the Dutch Insolvency Law

Where a company (incorporated in the Netherlands or elsewhere) has its “centre of main interest” or an “establishment” in the Netherlands, it may be subjected to insolvency proceedings in this jurisdiction. This is particularly relevant for the Issuer, which has its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, and is therefore presumed (subject to proof to the contrary) to have its “centre of main interests” in the Netherlands.

There are two primary insolvency regimes under Dutch law. The first, suspension of payments (*surseance van betaling*), is intended to facilitate the reorganisation of a debtor’s indebtedness and enable the debtor to continue as a going concern. The second, bankruptcy (*faillissement*), is primarily designed to liquidate and distribute the proceeds of the assets of a debtor to its creditors. Both insolvency regimes are set forth in the Dutch Bankruptcy Act. The consequences of both proceedings are roughly equal from the perspective of a creditor, with creditors being treated on a *pari passu* basis subject to exceptions. A general description of the principles of both insolvency regimes is set forth below.

Under Dutch law secured creditors (and in case of suspension of payment also preferential creditors (including tax and social security authorities)) may enforce their rights against assets of the company to satisfy their claims as if there were no insolvency proceedings. A recovery under Dutch law could, therefore,

involve a sale of assets that does not reflect the going concern value of the debtor. Consequently, a creditor's potential recovery could be reduced in Dutch insolvency proceedings.

Any pending executions of judgments against the debtor will be suspended by operation of law when suspension of payments is granted and terminate by operation of law when bankruptcy is declared. In addition, any attachment by a creditor on the debtor's assets will cease to have effect upon the suspension of payments having become definitive, a composition having been ratified by the court or the declaration of bankruptcy (as the case may be) subject to the ability of the court to set an earlier date for such termination.

In a suspension of payments or a bankruptcy, a composition (*akkoord*) may be offered to creditors. A composition will be binding on all unsecured and non-preferential creditors if it is (i) approved by a simple majority of the creditors being present or represented at the creditors' meeting, representing at least 50 per cent. of the amount of the claims that are admitted for voting purposes, and (ii) subsequently ratified (*gehomologeerd*) by the competent Dutch court. Consequently, Dutch insolvency laws could preclude or inhibit the ability of the holders of the Securities to effect a restructuring and could reduce the recovery of a holder of Securities.

Claims against a company subject to Dutch insolvency proceedings will have to be verified in the insolvency proceedings in order to be entitled to vote and, in a bankruptcy liquidation, to be entitled to distributions. "Verification" under Dutch law means, in the case of suspension of payments, that the treatment of a disputed claim for voting purposes is determined and, in the case of a bankruptcy, that the value of the claim is determined and whether and to what extent it will be admitted in the insolvency proceedings. The valuation of claims that would not otherwise have been payable at the time of the proceedings may be based on a net present value analysis. Unless secured by a pledge or a mortgage, interest accruing after the date on which insolvency proceedings are opened cannot be verified. Where interest accrues after the date of opening of the proceedings, it can be admitted *pro memoria*.

The existence, value and ranking of any claims submitted by the holders of the Securities may be challenged in the Dutch insolvency proceedings. Generally, in a creditors' meeting (*verificatievergadering*), the receiver in bankruptcy, the administrator in suspension of payments proceedings, the insolvent debtor and all verified creditors may dispute the verification of claims of other creditors. Creditors whose claims or value thereof are disputed in the creditors' meeting may be referred to separate court proceedings (*renvooiprocedure*) in bankruptcy, while in suspension of payments the court will decide how a disputed claim will be treated for voting purposes. These situations could cause holders of Securities to recover less than the principal amount of their Securities. *Renvooi* procedures could also cause payments to the holders of Securities to be delayed compared to holders of undisputed claims.

The Dutch Bankruptcy Act does not in itself recognise the concept of classes of creditors. Remaining amounts, if any, after satisfaction of the secured and the preferential creditors are distributed among the unsecured non-preferential creditors, who will be satisfied on a *pro rata* basis. Contractual subordination may to a certain extent be given effect in Dutch insolvency proceedings, with the actual effect largely depending on the way such subordination is construed.

Secured creditors may enforce their rights against assets of the debtor to satisfy their claims under a Dutch bankruptcy as if there is no bankruptcy. As in moratorium of payments proceedings, the court may order a "cooling down period" for a maximum of four months during which enforcement actions by secured creditors are barred unless such creditors have obtained leave for enforcement from the supervisory judge. Further, a receiver in bankruptcy can force a secured creditor to enforce its security interest within a reasonable period of time, failing which the receiver will be entitled to sell the secured assets, if any, and the secured creditor will have to share in the bankruptcy costs. Excess proceeds of enforcement must be returned to the bankrupt estate; they may not be set-off against an unsecured claim of the secured creditor in the bankruptcy. Such

setoff is allowed prior to the bankruptcy, although a set-off prior to bankruptcy may be subject to clawback in the case of fraudulent conveyance or bad faith in obtaining the claim used for set-off.

Under Dutch law, a legal act performed by a debtor (including, without limitation, an agreement pursuant to which it guarantees the performance of the obligations of a third party or agrees to provide or provides security for any of its or a third party's obligations, enters into additional agreements benefiting from existing security and any other legal act having a similar effect) can be challenged in an insolvency proceeding or otherwise and may be nullified by any of the debtor's creditors or its receiver in bankruptcy, if (a) it performed such act without an obligation to do so (*onverplicht*), (b) the creditor concerned or, in the case of its bankruptcy, any creditor was prejudiced as a consequence of the act, and (c) at the time the act was performed both it and (unless the act was for no consideration (*om niet*)) the party with or towards which it acted, knew or should have known that one or more of the debtor's creditors (existing or future) would be prejudiced. In addition, in the case of a person's bankruptcy, the receiver in bankruptcy may nullify its performance of any due and payable obligation (including (without limitation) an obligation under a guarantee or to provide security for any of its or a third party's obligations) if (i) the recipient of the payment or performance knew, at the time of the payment or performance, that a request for bankruptcy had been filed, or (ii) the performance of the obligation was the result of a consultation between the debtor and the payee with a view to give preference to the latter over the debtor's other creditors.

Risks arising in connection with the Spanish Insolvency Law

Subordination of the claims of the Holders under the Guarantee as a result of a contractual subordination

The Law 22/2003 of 9 July, on Insolvency, as amended (the "Spanish Insolvency Law") regulates court insolvency proceedings, as opposed to out-of-court liquidation, which is only available when the debtor has sufficient assets to meet its liabilities.

The insolvency proceedings, which are called "*concurso de acreedores*" are applicable to all persons or entities. These proceedings may lead either to the restructuring of the business or to the liquidation of the assets of the debtor.

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

Creditors will not be able to accelerate the maturity of their credits based only in the declaration of the insolvency (*declaración de concurso*) of the debtor. Any provision to the contrary will be null and void.

The insolvency order contains an express request for the creditors to declare debts owed to them, within a one-month period as from the day after the publication of the insolvency proceeding in the Spanish Official Gazette (*Boletín Oficial del Estado*), providing documentation to justify such credits. Based on the documentation provided by the creditors and that is held by the debtor, insolvency administration (*administrador concursal*) draw up an inventory and a list of acknowledged creditors and classify them according to the categories established under law: (i) debts against the insolvency estate (*créditos contra la masa*), (ii) debts benefiting from special privileges, (iii) debts benefiting from general privileges, (iv) ordinary debts and (v) subordinated debts:

- Debts against the insolvency estate are not considered part of the debtor's general debt and are payable when due according to their own terms (and, therefore, are paid before other debts under insolvency proceedings). Debt against the insolvency estate includes, among others, (i) certain amounts of the

employee payroll, (ii) costs and expenses of the insolvency proceedings, (iii) certain amounts arising from services provided by the insolvent debtor under reciprocal contracts and outstanding obligations that remain in force after insolvency proceedings are declared and deriving from obligations to return and indemnify in cases of voluntary termination or breach by the insolvent debtor, (iv) those that derive from the exercise of a clawback action within the insolvency proceedings of acts performed by the insolvent debtor and correspond to a refund of consideration received by it (except in cases of bad faith), (v) certain amounts arising from obligations created by law or from the non-contractual liability of the insolvent debtor after the declaration of insolvency and until its conclusion, (vi) 50% of the funds lent under a refinancing arrangement entered into in compliance with the requirements set forth in Article 71 bis or Additional Provision 4 of the Spanish Insolvency Law and (vii) certain debts incurred by the debtor following the declaration of insolvency.

- Debts benefiting from special privileges, representing attachments on certain assets (basically *in rem* security), up to the value, calculated in accordance with the law, of the security guaranteeing them. These privileges may entail separate proceedings, though subject to certain restrictions derived from a waiting period that may last up to one year. However, within such waiting period or while any enforcement proceedings remain suspended under the Spanish Insolvency Law, the insolvency administrators shall have the option to pay the relevant claims against the insolvency estate under specific payment rules. Privileged creditors are not bound by a creditors arrangement, except if they give their express support by voting in favour of the arrangement or, even if they dissent or abstain from voting, if the applicable majority (which depends on the content of the arrangement) of the relevant class of the privileged creditors vote in favour of the arrangement. In the event of liquidation, they shall be the first to collect payment against the attached assets.
- Debts benefiting from general privileges, including among others certain labour debts and certain debts with public administrations. Other debts with public administrations corresponding to tax debts and social security obligations are recognized as privileged for half their amount, and debts held by the creditor applying for the corresponding insolvency proceedings, other than subordinated debts, to the extent such application has been approved, up to a 50 per cent. of the amount of such debt. Funds under a refinancing arrangement entered into in compliance with the requirements set forth in Article 71.6 of Spanish Insolvency Law in the amount not admitted as a debt against the insolvency estate will also be credits with general privileges. The holders of general privileges are not to be affected by the restructuring except if they do give their express support by voting in favour of the arrangement or, even if they dissent or abstain from voting, if the applicable majority (which depends on the content of the arrangement) of the relevant class of the privileged creditors vote in favour of the arrangement. In the event of liquidation, they are the first to collect payment, in the order established under law.
- Ordinary debts (non-subordinated and non-privileged creditors). They will be paid on a pro-rata basis.
- Subordinated debts (thus classified by virtue of law). Subordinated debts include, among others, those credits held by parties in special relationships with the debtor: in the case of an individual, his/her relatives; in the case of a legal entity, the directors, the liquidators, the proxies with general powers and any shareholders holding, directly or indirectly, more than 5 per cent. (for companies which have issued securities listed on an official secondary market) or 10 per cent. (for companies which have not issued securities listed on an official secondary market) of the share capital and companies pertaining to the same group as the debtor and their common shareholders, provided that such shareholders meet the minimum shareholding requirements set forth before. Likewise, credits which have been contractually subordinated (as the Securities or the Guarantee) are classified as subordinated credits.

As a general rule, insolvency proceedings are not compatible with other enforcement proceedings. When compatible, in order to protect the interests of the debtor and creditors, the law extends the jurisdiction of the court dealing with insolvency proceedings, which is, then, legally authorized to handle any enforcement proceedings or interim measures affecting the debtor's assets (whether based upon civil, labour or administrative law).

Creditors holding security *in rem*, that had been traditionally allowed to enforce their debts against the secured asset notwithstanding the initiation of insolvency proceedings, are also generally subject to certain restrictions in order to initiate separate enforcement proceedings (or to continue with such proceedings, if they were being carried out), and if the secured asset is deemed to be necessary for the debtor's activities, enforcement cannot be carried out outside the insolvency proceedings. In summary, enforcement by the creditor is subject to a delay of a maximum of one year if such asset is deemed to be necessary for the debtors activities in which case enforcement cannot be carried out outside the insolvency proceedings.

There are no prior transactions that automatically become void as a result of initiation of the insolvency proceedings. The insolvency administration may only challenge those transactions that could be deemed as having "damaged" the debtor's interests, provided that they have taken place within two years prior to the declaration of insolvency (transactions taking place earlier than two years before insolvency has been declared are subject to the general regime of rescission in accordance with Article 71.6 of the Spanish Insolvency Law). Those transactions that are executed in the ordinary course of business, according to the business of the debtor, are not subject to challenge.

"Damage" does not refer to the intention of the parties, but to the consequences of the transaction on the debtor's interests. In any case, the law refers to transactions that are somehow exceptional: damage exists (as a non-rebuttable presumption) in the case of donations and early payment of unsecured obligations maturing after the insolvency declaration and damage is deemed to exist (as a rebuttable presumption) in the case of transactions entered into with special related persons and the creation of rights *in rem* in order to secure existing obligations or those incurred to replace existing obligations and the cancellation of obligations secured by an *in rem* security interest falling due after the declaration of Insolvency; in the remaining cases, damage would have to be justified.

The agreements in relation to the Securities could be challenged only if those transactions were deemed to have caused damage, as explained above.

Holders should be aware (i) of the effects of a declaration of insolvency of the Guarantor set out above, (ii) that their claims against the Guarantor would therefore be subordinated and (iii) subordinated creditors may not vote on an arrangement and have very limited chances of collection, according to the ranking established by law.

Risks related to the Securities generally

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

Majority decisions bind all Holders

The Conditions of the Securities contain provisions for calling meetings of Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority.

Change of law

The Conditions of the Securities are based on laws in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to relevant law or administrative practice after the date of this Offering Circular.

There is no active trading market for the Securities

The Securities are new securities which may not be widely distributed and for which there is currently no active trading market. If the Securities are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Guarantor. Although application has been made to admit the Securities to the official list of the Luxembourg Stock Exchange and to trading on the Luxembourg Stock Exchange's Euro MTF Market, there is no assurance that such application will be accepted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for the Securities.

Because the Global Securities are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer and/or the Guarantor

The Securities will be represented by the Global Securities except in certain limited circumstances described in the Permanent Global Security. The Global Securities will be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Except in certain limited circumstances described in the Permanent Global Security, investors will not be entitled to receive Definitive Securities. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Securities. While the Securities are represented by the Global Securities, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

The Issuer and the Guarantor will discharge their payment obligations under the Securities by making payments to or to the order of the common depository for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Security must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Securities. The Issuer and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Securities.

Holders of beneficial interests in the Global Securities will not have a direct right to vote in respect of the Securities. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

Exchange rate risks and exchange controls

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

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

Legal investment considerations may restrict certain investments

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

Regulation and reform of benchmarks

Reference rates and indices, including interest rate benchmarks such as the Euro Interbank Offered Rate (“EURIBOR”), which are used to determine the amounts payable under financial instruments or the value of such financial instruments (“Benchmarks”) have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation, could have a material adverse effect on the Securities.

Terms and Conditions of the Securities

The following are the terms and conditions substantially in the form in which they will be endorsed on the Securities. Sentences in italics shall not form part of these terms and conditions.

The issue of the Securities was authorised by a resolution of the Board of Directors of Iberdrola International B.V. (the “Issuer”) passed on 26 October 2017 and the guarantee of the Securities was authorised by a resolution of the Executive Committee of the Board of Directors of the Guarantor dated 7 November 2017 following the delegation of powers approved by resolutions dated 31 March 2017 of (i) the General Shareholders’ Meeting of the Guarantor under item 17 of the agenda and (ii) the Board of Directors of the Guarantor. A fiscal agency agreement dated 22 November 2017 (the “Fiscal Agency Agreement”) has been entered into in relation to the Securities between the Issuer, the Guarantor, The Bank of New York Mellon, London Branch as fiscal agent and agent bank and the paying agents named in it. The fiscal agent, the agent bank and the paying agents for the time being are referred to below respectively as the “Fiscal Agent”, the “Agent Bank” and the “Paying Agents” (which expression shall include the Fiscal Agent). The Fiscal Agency Agreement includes the form of the Securities and the coupons relating to them (the “Coupons”, which expression includes, where the context so permits, talons for further coupons (the “Talons”). Copies of the Fiscal Agency Agreement are available for inspection during normal business hours at the specified offices of the Paying Agents. The Holders of the Securities and the Holders of the Coupons (each as defined in Condition 1(b) below) (whether or not attached to the relevant Securities) are deemed to have notice of all the provisions of the Fiscal Agency Agreement applicable to them.

1 Form, Denomination and Title

- (a) **Form and denomination:** The Securities are serially numbered and in bearer form in the denominations of €100,000, each with Coupons attached on issue.
- (b) **Title:** Title to the Securities and Coupons passes by delivery. The holder of any Security or Coupon (a “Holder”) will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the Holder.

2 Status and Subordination of the Securities and Coupons

- (a) **Status of the Securities and Coupons:** The Securities and the Coupons constitute direct, unsecured and subordinated obligations of the Issuer (senior only to Junior Obligations of the Issuer) and shall at all times rank *pari passu* and without any preference among themselves.
- (b) **Subordination of the Securities:** In the event of an Issuer Winding-up, the rights and claims of the Holders against the Issuer in respect of or arising under the Securities and the Coupons will rank (i) junior to the claims of all holders of Senior Obligations of the Issuer, (ii) *pari passu* with the claims of holders of all Parity Obligations of the Issuer and (iii) senior to the claims of holders of all Junior Obligations of the Issuer.

Subject to applicable law, no Holder may exercise or claim any right of set-off in respect of any amount owed to it by the Issuer arising under or in connection with the Securities or the Coupons and each Holder shall, by virtue of being the Holder, be deemed to have waived all such rights of set-off. This Condition 2(b) is an irrevocable stipulation (*derdenbeding*) for the benefit of the creditors of Senior Obligations of the Issuer and each such creditor may rely on and enforce this Condition 2(b) under Section 6:253 of the Dutch Civil Code.

3 Guarantee, Status and Subordination of the Guarantee

- (a) **Guarantee:** The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the Securities and the Coupons on a subordinated basis. Its obligations in that respect (the “Guarantee”) are set out in the deed of guarantee dated on the Issue Date and made by the Guarantor for the benefit of the Holders.
- (b) **Status of the Guarantee:** The payment obligations of the Guarantor under the Guarantee constitute direct, unsecured and subordinated obligations of the Guarantor (senior only to Junior Obligations of the Guarantor) and shall at all times rank *pari passu* and without any preference among themselves.
- (c) **Subordination of the Guarantee:** Subject to mandatory provisions of Spanish applicable law, in the event of the Guarantor being declared in insolvency (*concurso*) under Spanish insolvency law, the rights and claims of Holders against the Guarantor in respect of or arising under the Guarantee will rank (i) junior to the claims of the holders of all Senior Obligations of the Guarantor, (ii) *pari passu* with the claims of the holders of all Parity Obligations of the Guarantor and (iii) senior to the claims of the holders of all Junior Obligations of the Guarantor.

4 Interest Payments

(a) General

The Securities bear interest at the Prevailing Interest Rate from (and including) 22 November 2017 (the “Issue Date”) in accordance with the provisions of this Condition 4.

Subject to Condition 5, interest shall be payable on the Securities with respect to any Interest Period annually in arrear on each Interest Payment Date in each case as provided in this Condition 4.

(b) Interest Accrual

The Securities will cease to bear interest from (and including) the date of redemption thereof pursuant to Condition 6 or the date of any Substitution thereof pursuant to Condition 12(c) unless, upon due presentation, payment of all amounts due in respect of the Securities is not made, in which event interest shall continue to accrue in respect of unpaid amounts on the Securities, both before and after judgment, and shall be payable, as provided in these Conditions up to (but excluding) the Relevant Date.

Interest in respect of any Security shall be calculated per €100,000 in principal amount thereof (the “Calculation Amount”). The interest payable on each Security on any Interest Payment Date shall be calculated by multiplying the Prevailing Interest Rate for the Interest Period ending immediately prior to such Interest Payment Date by the Calculation Amount and rounding the resulting figure to the nearest cent (half a cent being rounded upwards). Interest in respect of any Security for any Interest Period and where it is necessary to compute an amount of interest in respect of any Security for a period which is less than a complete year, shall be calculated on the basis of the actual number of days in the relevant period from (and including) the first day of such period to (but excluding) the last day of such period divided by the actual number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Issue Date) to (but excluding) the next succeeding Interest Payment Date.

(c) **Prevailing Interest Rate**

Unless previously redeemed or repurchased and cancelled in accordance with these Conditions and subject to the further provisions of this Condition 4, the Securities will bear interest on their principal amount as follows:

- (i) from (and including) the Issue Date to (but excluding) the First Reset Date, at the rate of 1.875 per cent. per annum, payable annually in arrear on each Interest Payment Date, commencing on 22 May 2018; and
- (ii) from (and including) the First Reset Date, at, in respect of each Reset Period, the relevant 5 year Swap Rate plus:
 - (A) in respect of the Reset Period commencing on the First Reset Date, 1.592 per cent. per annum;
 - (B) in respect of the Reset Periods commencing on 22 May 2028 to (but excluding) 22 May 2043, 1.842 per cent. per annum; and
 - (C) in respect of any other Reset Period, 2.592 per cent. per annum,

all as determined by the Agent Bank (each a “Subsequent Fixed Interest Rate”), payable annually in arrear on 22 May on each Interest Payment Date, subject to Condition 5,

and where:

“**5 year Swap Rate**” means, in respect of any Reset Period, the mid-swap rate as displayed on Reuters screen “ICESWAP2” or, if such rate is not displayed on such screen as at the relevant time, the mid-swap rate as displayed on a successor page (in each case, the “Reset Screen Page”) as at 11:00 a.m. (Central European time) on the relevant Reset Interest Determination Date.

In the event that the relevant 5 year Swap Rate does not appear on the Reset Screen Page on the relevant Reset Interest Determination Date, the 5 year Swap Rate will be the Reset Reference Bank Rate on such Reset Interest Determination Date. “Reset Reference Bank Rate” means the percentage rate determined by the Agent Bank on the basis of the 5 year Swap Rate Quotations provided by five leading swap dealers in the interbank market selected by the Issuer (the “Reset Reference Banks”) to the Agent Bank at approximately 11:00 a.m. (Central European time) on the relevant Reset Interest Determination Date. If (a) at least three quotations are provided, the 5 year Swap Rate will be determined by the Agent Bank on the basis of the arithmetic mean (or, if only three quotations are provided, the median) of the quotations provided, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest); (b) if only two quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided; (c) if only one quotation is provided, the Reset Reference Bank Rate will be the quotation provided; and (d) if no quotations are provided, and if the IFA (as defined below) is unable to determine an appropriate alternative rate, the Reset Reference Bank Rate for the relevant period will be equal to the last available 5 year mid-swap rate for euro swap transactions, expressed as an annual rate, on the Reset Screen Page.

The “5 year Swap Rate Quotations” means, in relation to any Reset Period, the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 Day Count basis) of a fixed-for-floating euro interest rate swap which (i) has a term of five years commencing on the relevant Reset Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market, and (iii) has a floating leg based on the 6-month EURIBOR rate (calculated on the basis of the actual number of days elapsed

and a year of 360 days) or, if the 6-month EURIBOR rate is no longer being calculated or administered as at the relevant Reset Interest Determination Date, any alternative rate which has replaced the Euro Interbank Offered Rate (“EURIBOR”) in customary market usage for the purposes of determining floating rates of interest in respect of euro-denominated securities, as notified by the Agent Bank to the Issuer, and promptly thereafter by the Issuer to the Holders in accordance with Condition 14, *provided however that* if the Agent Bank determines, in good faith and following consultation with the Issuer, that there is no clear market consensus as to whether any rate has replaced EURIBOR in customary market usage, the Issuer will appoint in its sole discretion an independent financial advisor (the “IFA”) to determine an appropriate alternative rate, and the decision of the IFA will be binding on the Issuer, the Agent Bank and the Holders.

(d) **Publication of Subsequent Fixed Interest Rates**

The Issuer shall cause notice of each Subsequent Fixed Interest Rate and the corresponding amount payable per Calculation Amount determined in accordance with this Condition 4 and the relevant dates scheduled for payment to be given to the Fiscal Agent, the Paying Agents, any stock exchange on which the Securities are for the time being listed or admitted to trading and, in accordance with Condition 14, the Holders of the Securities and the Coupons, in each case as soon as practicable after its determination but in any event not later than the fourth Business Day thereafter.

The relevant Subsequent Fixed Interest Rate and the dates scheduled for payment so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the relevant period in accordance with these Conditions.

(e) **Agent Bank and Reset Reference Banks**

With effect from the first Reset Interest Determination Date, the Issuer will maintain an Agent Bank and the number of Reset Reference Banks provided above where the Prevailing Interest Rate is to be calculated by reference to them. The name of the initial Agent Bank is The Bank of New York Mellon, London Branch and its initial specified office is One Canada Square, London E14 5AL, United Kingdom.

The Issuer may from time to time replace the Agent Bank or any Reset Reference Bank with another leading financial institution in London. If the Agent Bank is unable or unwilling to continue to act as the Agent Bank or fails duly to determine the Prevailing Interest Rate in respect of any Reset Period as provided in Condition 4(c), the Issuer shall forthwith appoint another leading financial institution in London to act as such in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed as aforesaid.

(f) **Determinations of Agent Bank Binding**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 by the Agent Bank shall (in the absence of wilful default, fraud or manifest error) be binding on the Issuer, the Agent Bank the Fiscal Agent, the Paying Agents and all Holders and (in the absence of wilful default or fraud) no liability to the Holders or the Issuer shall attach to the Agent Bank in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

(g) **Step-up after Change of Control Event**

Notwithstanding any other provision of this Condition 4, if the Issuer does not elect to redeem the Securities in accordance with Condition 6(f) following the occurrence of a Change of Control Event,

the then currently applicable Prevailing Interest Rate, and each subsequent Prevailing Interest Rate otherwise determined in accordance with the provisions of this Condition 4, on the Securities shall be increased by 5 per cent. per annum with effect from (and including) the date on which the Change of Control Event occurred.

5 Optional Interest Deferral

- (a) **Deferral of Interest Payments:** The Issuer may, subject as provided in Conditions 5(b) and 5(c) below, elect in its sole discretion to defer (in whole or in part) any Interest Payment that is otherwise scheduled to be paid on an Interest Payment Date by giving notice (a “Deferral Notice”) of such election to the Holders in accordance with Condition 14, the Fiscal Agent and the Paying Agents not more than 14 and not less than seven Business Days prior to the relevant Interest Payment Date. Any Interest Payment that the Issuer has elected to defer pursuant to this Condition 5(a) and that has not been satisfied is referred to as a “Deferred Interest Payment”.

If any Interest Payment is deferred pursuant to this Condition 5(a) then such Deferred Interest Payment shall itself bear interest (such further interest together with the Deferred Interest Payment, being “Arrears of Interest”), at the relevant Prevailing Interest Rate applicable from time to time, from (and including) the date on which (but for such deferral) the Deferred Interest Payment would otherwise have been due to be made to (but excluding) the date on which such Deferred Interest Payment is paid in accordance with Condition 5(b) or 5(c), in each case such further interest being compounded on each Interest Payment Date.

Non-payment of interest deferred pursuant to this Condition 5(a) shall not constitute a default by the Issuer or the Guarantor under the Securities or the Guarantee or for any other purpose.

- (b) **Optional Settlement of Arrears of Interest:** Arrears of Interest may be satisfied at the option of the Issuer, in whole or in part, at any given time (the “Optional Deferred Interest Settlement Date”) following delivery of a notice to such effect given by the Issuer to the Holders in accordance with Condition 14, the Fiscal Agent and the Paying Agents not more than 14 and no less than seven Business Days prior to the relevant Optional Deferred Interest Settlement Date informing them of its election so to satisfy such Arrears of Interest (or part thereof) and specifying the relevant Optional Deferred Interest Settlement Date.
- (c) **Mandatory Settlement of Arrears of Interest:** Notwithstanding the provisions of Condition 5(b), the Issuer shall pay any outstanding Arrears of Interest in whole, but not in part, on the first occurring Mandatory Settlement Date following the Interest Payment Date on which any outstanding Deferred Interest Payment was first deferred.

Notice of the occurrence of any Mandatory Settlement Date shall be given to the Holders in accordance with Condition 14, the Fiscal Agent and the Paying Agents not more than 14 and no less than seven Business Days prior to the relevant Mandatory Settlement Date.

“Mandatory Settlement Date” means the earliest of:

- (i) as soon as reasonably practicable (but not later than the fifth business day) following the date on which a Compulsory Arrears of Interest Settlement Event occurs;
- (ii) on the next scheduled Interest Payment Date on which the Issuer does not elect to defer in whole the interest accrued in respect of the relevant Interest Period;
- (iii) the date on which the Securities are redeemed or repaid in accordance with Condition 6 or become due and payable in accordance with Condition 9; and

(iv) the date on which the Securities are substituted or varied in accordance with Condition 12(c).

A “Compulsory Arrears of Interest Settlement Event” shall have occurred if:

- (i) a Dividend Declaration is made in respect of any Junior Obligations or any Parity Obligations (other than in respect of any Dividend Declaration made exclusively in Ordinary Shares of the Guarantor); or
- (ii) the Guarantor or any of its subsidiaries has repurchased, redeemed or otherwise acquired any Junior Obligations or any Parity Obligations,

save, in the case of (a) any such Dividend Declaration or such redemption, repurchase or acquisition that is mandatory under the terms of any such Parity Obligations; (b) any purchase of Ordinary Shares of the Guarantor by or on behalf of the Guarantor that is made pursuant to a buy-back program approved under Article 5 of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse; (c) any Dividend Declaration in respect of any such dividend, distribution or payment by the Issuer to the Guarantor, (d) any Dividend Declaration or repurchase which is required to be validly resolved on, declared, paid or made in respect of, share option, or free share allocation plan in each case reserved for directors, officers and/or employees of the Guarantor or any of its Affiliates or any associated liquidity agreements or any associated hedging transactions; (e) any purchase of Ordinary Shares of the Guarantor by or on behalf of the Guarantor as part of an intra-day transaction that does not result in an increase in the aggregate number of Ordinary Shares of the Guarantor held by or on behalf of the Guarantor as treasury shares at 8:30 a.m. Madrid time on the Interest Payment Date on which any outstanding Deferred Interest Payment was first deferred; (f) any repurchase or acquisition of Parity Obligations that is made for a consideration less than the aggregate nominal or par value of such Parity Obligations that are purchased or acquired; (g) any repurchase or acquisition of Ordinary Shares of the Guarantor resulting from mandatory obligations or hedging of any convertible securities issued by the Issuer or the Guarantor; or (h) any repurchase or acquisition of Ordinary Shares of the Guarantor resulting from the settlement of existing equity derivatives after the Interest Payment Date on which any outstanding Deferred Interest Payment was first deferred.

“Dividend Declaration” means the authorisation by resolution of the general meeting of shareholders or the board of directors or other competent corporate body (as the case may be) of the Issuer or the Guarantor (as applicable) of the payment, or the making of, a dividend or other distribution or payment (or, if no such authorisation is required, the payment, or the making of, a dividend or other distribution or payment).

6 Redemption and Purchase

- (a) **Final redemption:** Subject to any early redemption described below, the Securities are undated securities with no specified maturity date. The Securities may not be redeemed at the option of the Issuer other than in accordance with Condition 6(b), 6(c), 6(d), 6(e), 6(f) or 6(g).
- (b) **Issuer’s Call Option:** The Issuer may, by giving not less than 30 nor more than 60 days’ notice to the Fiscal Agent, the Paying Agents and, in accordance with Condition 14, the Holders (which notice shall be irrevocable), redeem the Securities in whole, but not in part, on any date during the period commencing on (and including) 22 February 2023 and ending on (and including) the First Reset Date and on any Interest Payment Date thereafter at their principal amount together with any accrued and unpaid interest up to (but excluding) the Redemption Date and any outstanding Arrears of Interest.

- (c) **Redemption for Taxation Reasons:** If, immediately prior to the giving of the notice referred to below, a Tax Event or a Withholding Tax Event has occurred and is continuing, then the Issuer may, subject to having given not less than 30 nor more than 60 days' notice to the Fiscal Agent, the Paying Agents and, in accordance with Condition 14, the Holders (which notice shall be irrevocable) and subject to Condition 6(h), redeem the Securities in whole, but not in part, in accordance with these Conditions at any time, in each case at (i) their Early Redemption Amount (in the case of a Tax Event if the Redemption Date falls prior to the First Reset Date) or (ii) their principal amount (in the case of (a) a Withholding Tax Event or (b) a Tax Event if the Redemption Date falls on or after the First Reset Date), together, in each case, with any accrued and unpaid interest up to (but excluding) the Redemption Date and any outstanding Arrears of Interest. Upon the expiry of such notice, the Issuer shall redeem the Securities.
- (d) **Redemption for Accounting Reasons:** If, immediately prior to the giving of the notice referred to below, an Accounting Event has occurred and is continuing, then the Issuer may, subject to having given not less than 30 nor more than 60 days' notice to the Fiscal Agent, the Paying Agent and, in accordance with Condition 14, the Holders (which notice shall be irrevocable) and subject to Condition 6(h), redeem the Securities in accordance with these Conditions in whole, but not in part, at any time, in each case (i) at their Early Redemption Amount if the Redemption Date falls before the First Reset Date, or (ii) at their principal amount if the Redemption Date falls on or after the First Reset Date, together with any accrued and unpaid interest up to (but excluding) the Redemption Date and any outstanding Arrears of Interest. Upon the expiry of such notice, the Issuer shall redeem the Securities.
- (e) **Redemption for Rating Reasons:** If, immediately prior to the giving of the notice referred to below, a Capital Event has occurred and is continuing, then the Issuer may, subject to having given not less than 30 nor more than 60 days' notice to the Fiscal Agent, the Paying Agent and, in accordance with Condition 14, the Holders (which notice shall be irrevocable) and subject to Condition 6(h), redeem the Securities in accordance with these Conditions in whole, but not in part, at any time, in each case (i) at their Early Redemption Amount if the Redemption Date falls before the First Reset Date, or (ii) at their principal amount if the Redemption Date falls on or after the First Reset Date, together with any accrued and unpaid interest up to (but excluding) the Redemption Date and any outstanding Arrears of Interest. Upon the expiry of such notice, the Issuer shall redeem the Securities.
- (f) **Redemption for Change of Control:** If, immediately prior to the giving of the notice referred to below, a Change of Control Event has occurred and is continuing, then the Issuer may, subject to having given not less than 30 nor more than 60 days' notice to the Fiscal Agent, the Paying Agents and, in accordance with Condition 14, the Holders (which notice shall be irrevocable) and subject to Condition 6(h), redeem the Securities in whole, but not in part, in accordance with these Conditions at any time, in each case at their principal amount, together with any accrued and unpaid interest up to (but excluding) the Redemption Date and any outstanding Arrears of Interest. Upon the expiry of such notice, the Issuer shall redeem the Securities.

At or around the Issue Date, the Guarantor intends to undertake with and for the benefit of all holders of certain of its securities ("Qualifying Securities") that, for so long as any of the Securities is outstanding, following the occurrence of a Change of Control Event in respect of which it intends to deliver a notice exercising its right to redeem the Securities under Condition 6(f) it will do so only after making a tender offer, directly or indirectly, to all holders of Qualifying Securities to repurchase their respective Qualifying Securities at their respective aggregate nominal amounts together with any interest accrued until the day of completion of the repurchase.

(g) **Redemption following a Substantial Purchase Event**

If, immediately prior to the giving of the notice referred to below, a Substantial Purchase Event has occurred, then the Issuer may, subject to having given not less than 30 nor more than 60 days' notice to the Fiscal Agent, the Paying Agents and, in accordance with Condition 14, the Holders (which notice shall be irrevocable) and subject to Condition 6(h), redeem the Securities in whole, but not in part, in accordance with these Conditions at any time, in each case at their Principal Amount, together with any accrued and unpaid interest up to (but excluding) the Redemption Date and any outstanding Arrears of Interest. Upon expiry of such notice, the Issuer shall redeem the Securities.

(h) **Preconditions to Redemption:**

Prior to serving any notice of redemption pursuant to this Condition 6 (other than Condition 6(b)), the Guarantor shall

- (i) deliver to the Fiscal Agent a certificate signed by an authorized officer of the Guarantor stating that the relevant requirement or circumstance giving rise to the right to redeem is satisfied;
- (ii) in the case of a Tax Event or Withholding Tax Event deliver to the Fiscal Agent an opinion of independent legal or other tax advisers to the effect set out in paragraph (i) above;
- (iii) in the case of an Accounting Event, deliver to the Fiscal Agent the relevant opinion from the relevant accountancy firm; and
- (iv) in the case of a Capital Event, deliver to the Fiscal Agent the relevant confirmation from the relevant Rating Agency.

- (i) **Purchase:** Each of the Issuer, the Guarantor and their respective subsidiaries may at any time purchase Securities in the open market or otherwise at any price (provided that, if they should be cancelled pursuant to this Condition 6(i), they are purchased together with all unmatured Coupons and all unexchanged Talons relating to them). The Securities so purchased may be held, re-issued or re-sold or, at the option of the relevant purchaser, surrendered to the Fiscal Agent for cancellation, but while held by or on behalf of the Issuer, the Guarantor or any such subsidiary, shall not entitle the holder to vote at any meetings of the Holders of Securities and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Holders of Securities or for the purposes of Condition 12.

- (j) **Cancellation:** All Securities so redeemed and any unmatured Coupons attached to or surrendered with them will be cancelled and may not be re-issued or re-sold.

The Guarantor intends (without thereby assuming any obligation) at any time that it or the Issuer will redeem or repurchase the Securities only to the extent that the aggregate principal amount of the Securities to be redeemed or repurchased does not exceed such part of the net proceeds received by the Guarantor or any subsidiary of the Guarantor during the 360-day period prior to the date of such redemption or repurchase from the sale or issuance by the Guarantor or such subsidiary to third party purchasers (other than group entities of the Guarantor) of securities which are assigned by S&P, at the time of sale or issuance, an aggregate "equity credit" (or such similar nomenclature used by S&P from time to time) that is equal to or greater than the "equity credit" assigned to the Securities to be redeemed or repurchased at the time of their issuance (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Securities), unless:

- (i) *the rating assigned by S&P to the Guarantor is at least “BBB+” (or such similar nomenclature then used by S&P) and the Guarantor is of the view that such rating would not fall below this level as a result of such redemption or repurchase, or*
- (ii) *in the case of a repurchase, such repurchase is of less than (a) 10 per cent. of the aggregate principal amount of the Securities originally issued in any period of 12 consecutive months or (b) 25 per cent. of the aggregate principal amount of the Securities originally issued in any period of 10 consecutive years, or*
- (iii) *in the case of a repurchase, such repurchase relates to an aggregate principal amount of Securities which is less than or equal to the excess (if any) above the maximum aggregate principal amount of the Guarantor’s hybrid capital to which S&P then assigns equity content under its prevailing methodology, or*
- (iv) *the Securities are redeemed pursuant to a Tax Event, a Capital Event, an Accounting Event, a Change of Control Event, a Substantial Purchase Event or a Withholding Tax Event, or*
- (v) *if the Securities are not assigned an “equity credit” (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase, or*
- (vi) *such redemption or repurchase occurs on or after the Reset Date falling on 22 May 2043.*

7 Payments

- (a) **Method of Payment:** Payments of principal and interest will be made against presentation and surrender (or, in the case of a partial payment, endorsement) of Securities or the appropriate Coupons (as the case may be) at the specified office of any Paying Agent by transfer to a euro account maintained by the payee with a bank in city in which banks have access to the TARGET System. Payments of interest due in respect of any Security other than on presentation and surrender of matured Coupons shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Security.
- (b) **Payments subject to fiscal laws:** All payments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 8. No commissions or expenses shall be charged to the Holders in respect of such payments.
- (c) **Unmatured Coupons:** Upon the due date for redemption of any Security, unmatured Coupons relating to such Security (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Security is presented for redemption without all unmatured Coupons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer and the Guarantor may require.
- (d) **Exchange of Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Securities, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10).
- (e) **Payments on business days:** A Security or Coupon may only be presented for payment on a day which is a business day in the place of presentation (and, in the case of payment by transfer to a euro account, a day that is a Business Day). No further interest or other payment will be made as a consequence of the day on which the relevant Security or Coupon may be presented for payment under

this Condition 7 falling after the due date. In this Condition “business day” means a day on which commercial banks and foreign exchange markets settle payments and are open in the relevant city.

- (f) **Paying Agents:** The initial Paying Agents and their initial specified offices are listed below. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of any Paying Agent and appoint additional or other Paying Agents, provided that they will maintain (i) a Fiscal Agent, (ii) a Paying Agent (which may be the Fiscal Agent) having specified offices in London and (iii) a Paying Agent with a specified office in a European Union member state. Notice of any change in the Paying Agents or their specified offices will promptly be given to the Holders in accordance with Condition 14.

8 Taxation

- (a) **Additional Amounts:** All payments of principal and interest in respect of the Securities and the Coupons by the Issuer or (as the case may be) the Guarantor under the Guarantee will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of The Netherlands or the Kingdom of Spain or, in each case, any authority therein or thereof having power to tax (each a “Taxing Authority”), unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts (“Additional Amounts”) as may be necessary in order that the net amounts received by the Holders after such withholding or deduction shall equal the respective amounts of principal and interest which would have been received in respect of the Securities or (as the case may be) Coupons, in the absence of such withholding or deduction; except that no Additional Amounts shall be payable with respect to any payment in respect of any Security or Coupon or (as the case may be) under the Guarantee:
 - (i) to, or to a third party on behalf of, a Holder who is liable for taxes, duties, assessments or governmental charges in respect of such Security by reason of his having some connection with The Netherlands or the Kingdom of Spain other than the mere holding of the Security;
 - (ii) presented for payment more than 30 days after the Relevant Date except to the extent that the relevant Holder thereof would have been entitled to such Additional Amounts on presenting the same for payment on the thirtieth such day;
 - (iii) in respect of any tax, assessment or other governmental charge that is imposed or withheld by reason of the failure by the Holder or the beneficial owner of the Security to comply with a request of the Issuer, or the Guarantor addressed to the Holder or the beneficial owner of the Security (a) to provide information concerning the nationality, residence, identity or connection with a Taxing Authority of the Holder or such beneficial owner or (b) to make any declaration or other similar claim to satisfy any information or reporting requirement, which in the case of (a) or (b), is required or imposed by a law, statute, treaty, rule, regulation or administrative practice of the Taxing Authority as a precondition to exemption from all or part of such tax assessment or other governmental charge, in each case, within any applicable time limits as may from time to time be imposed by such law, statute, treaty, rule, regulation, or administrative practice;
 - (iv) presented for payment in the Kingdom of Spain; or

- (v) presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Security to another Paying Agent in a Member State of the European Union.
- (b) **FATCA:** Notwithstanding any other provision herein, any amounts to be paid by Issuer on the Securities will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986 (FATCA) (or any amended or successor version of such sections that is substantively comparable and not materially more onerous to comply with), any regulations promulgated thereunder, and any official interpretations thereof or any agreements entered into in connection with the implementation thereof, and the Issuer will not be required to pay Additional Amounts on account of any FATCA deduction or withholding.
- (c) **Tax Credit Payment:** If any Additional Amounts are paid by the Issuer or, as the case may be, the Guarantor under this Condition for the benefit of any Holder and such Holder, in its sole discretion, determines that it has obtained (and has derived full use and benefit from) a credit against, a relief or remissions for, or repayment of, any tax, then, if and to the extent that such Holder, in its sole opinion, determines that (i) such credit, relief, remission or repayment is in respect of or calculated with reference to the Additional Amounts paid pursuant to this Condition; and (ii) its tax affairs for its tax year in respect of which such credit, relief, remission or repayment was obtained have been finally settled, such Holder shall, to the extent that it can do so without prejudice to the retention of the amount of such credit, relief, remission or repayment, pay to the Issuer or, as the case may be, the Guarantor such amount as such Holder shall in its sole opinion, determine to be the amount which will leave such Holder (after such payment) in no worse after tax position than it would have been in had the additional payment in question not been required to be made by the Issuer or, as the case may be, the Guarantor.
- (d) **Tax Credit Clawback:** If any Holder makes any payment to the Issuer or, as the case may be, the Guarantor pursuant to this Condition and such Holder subsequently determines in its sole opinion, that the credit, relief, remission or repayment in respect of which such payment was made was not available or has been withdrawn or that it was unable to use such credit, relief, remission or repayment in full, the Issuer or, as the case may be, the Guarantor shall reimburse such Holder such amount as such Holder determines, in its sole opinion, is necessary to place it in the same after tax position as it would have been in if such credit, relief, remission or repayment had been obtained and fully used and retained by such Holder, such amount not exceeding in any case the amount paid by the Holder to the Issuer or, as the case may be, the Guarantor.
- (e) **Tax Affairs:** Nothing in Conditions 8(b) and (c) above shall interfere with the right of any Holder to arrange its tax or any other affairs in whatever manner it thinks fit, oblige any Holder to claim any credit, relief, remission or repayment in respect of any payment made under this Condition in priority to any credit, relief, remission or repayment available to it nor oblige any Holder to disclose any information relating to its tax or other affairs or any computations in respect thereof.
- (f) **Definitions:** References in these Conditions to (i) “Principal” shall be deemed to include all amounts in the nature of principal payable pursuant to Condition 7 or any amendment or supplement to it; (ii) “interest” shall be deemed to include all Arrears of Interest and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it; and (iii) “principal” and/or “interest” shall be deemed to include any Additional Amounts.
- (g) **Substitute taxing jurisdiction:** If, pursuant to the Issuer’s option under Condition 12(c), the Securities are exchanged for new securities of any wholly-owned direct or indirect finance subsidiary of the Guarantor that is subject to any taxing jurisdiction other than The Netherlands or Spain, respectively,

references in these Conditions to The Netherlands or Spain shall be construed as references to The Netherlands or (as the case may be) Spain and/or such other jurisdiction.

9 Enforcement Events and No Events of Default

There are no events of default in respect of the Securities.

However, if an Issuer Winding-up occurs, or an order is made or an effective resolution passed for the winding-up, dissolution or liquidation of the Guarantor, then without notice from the Holder of any Security to the Fiscal Agent, each Security shall immediately become due and payable at its principal amount together with any accrued and unpaid interest and any outstanding Arrears of Interest.

In such case the Holder of a Security may, at its sole discretion, institute steps in order to obtain a judgment against the Issuer and/or the Guarantor for any amounts due in respect of the Securities, including but not limited to proving and/or claiming in an Issuer Winding-up or in the winding-up, dissolution, liquidation or insolvency proceeding of the Guarantor for such amount.

Each Holder may, at its discretion and without further notice, institute such proceedings as it may think fit to enforce any term or condition binding on the Issuer or the Guarantor under the Securities or the Guarantee but in no event shall the Issuer or the Guarantor by the virtue of such proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

No remedy against the Issuer or the Guarantor, other than as referred to in this Condition 9 shall be available to the Holders, whether for the recovery of amounts owing in respect of the Securities or the Guarantee or in respect of any other breach by the Issuer or the Guarantor of any of their respective other obligations under or in respect of the Securities or the Guarantee.

10 Prescription

Claims in respect of principal and interest or any other amount will become void unless presentation for payment is made as required by Condition 7 within a period of 10 years in the case of principal (or any other amount in the nature of principal) and five years in the case of interest (or any other amount in the nature of interest, including Arrears of Interest) from the appropriate Relevant Date.

11 Replacement of Securities and Coupons

If any Security or Coupon is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Fiscal Agent subject to all applicable laws and stock exchange or other relevant authority requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer and the Guarantor may require (provided that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Securities or Coupons must be surrendered before replacements will be issued.

12 Meetings of Holders of Securities and Modification, Substitution and Variation

- (a) **Meetings of Holders of Securities:** The Fiscal Agency Agreement contains provisions for convening meetings of Holders of Securities to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Holders of Securities holding not less than 10 per cent in principal amount of the Securities for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more persons holding or representing a clear majority in the principal amount of the Securities for the time being outstanding,

or at any adjourned meeting two or more persons being or representing Holders of Securities whatever the principal amount of the Securities held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to modify the maturity of the Securities or the dates on which interest is payable in respect of the Securities, (ii) to reduce or cancel the principal amount of, or interest on or to vary the method of calculating the rate of interest on, the Securities, (iii) to change the currency of payment of the Securities or the Coupons, (iv) to modify the provisions concerning the quorum required at any meeting of Holders of Securities or the majority required to pass an Extraordinary Resolution, or (v) to modify or cancel the Guarantee, in which case the necessary quorum will be two or more persons holding or representing not less than 75 per cent, or at any adjourned meeting not less than 25 per cent, in principal amount of the Securities for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Holders of Securities (whether or not they were present at the meeting at which such resolution was passed) and on all Holders of Coupons.

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

- (b) **Modification:** The Securities, these Conditions, the Deed of Covenant and the Deed of Guarantee may be amended by the Issuer and the Guarantor without the consent of the Holders of Securities to correct a manifest error. No other modification may be made to the Securities, these Conditions, the Deed of Covenant or the Deed of Guarantee except with the sanction of a resolution of the Holders of the Securities.

In addition, the parties to the Fiscal Agency Agreement may agree to modify any provision thereof, but the Issuer and the Guarantor shall not agree, without the consent of the Holders of Securities, to any such modification unless, in the sole opinion of the Issuer and the Guarantor, (i) it is of a formal, minor or technical nature; (ii) it is made to correct a manifest error; or (iii) it is not materially prejudicial to the interests of the Holders of Securities.

- (c) **Substitution and Variation:** If at any time after the Issue Date the Issuer and/or the Guarantor determines that a Tax Event, a Withholding Tax Event, an Accounting Event or a Capital Event has occurred, the Issuer may, as an alternative to an early redemption of the Securities, on any applicable Interest Payment Date, without the consent of the Holders, (i) exchange the Securities (the “Exchanged Securities”) into new securities of the Issuer, the Guarantor or any wholly-owned direct or indirect subsidiary of the Guarantor (a “Substitute Issuer”) with a guarantee of the Guarantor, or (ii) vary the terms of the Securities (the “Varied Securities”), so that in either case (A) in the case of a Tax Event, in respect of (I) the Issuer’s (or Substitute Issuer’s) obligation to make any payment of interest under the Exchanged Securities or Varied Securities; or (II) the obligation of the Guarantor to make any payment of interest in favour of the Issuer (or the Substitute Issuer) under the Subordinated Loan (or any replacement thereof between the Guarantor and the Substitute Issuer), the Issuer, the Guarantor or the Substitute Issuer (as the case may be) is entitled to claim a deduction or a higher deduction (as the case may be) in respect of interest paid when computing its tax liabilities in The Netherlands, in Spain or in the taxing jurisdiction of the Substitute Issuer (as the case may be), as compared with the entitlement (in the case of the Issuer and the Guarantor) after the occurrence of the relevant Tax Event, (B) in the case of a Withholding Tax Event, in making any payments in respect of the Exchanged Securities or Varied Securities or the Exchanged or Varied Guarantee (as defined below) the Issuer, the Guarantor or the Substitute Issuer are not required to pay a greater amount of Additional Amounts in respect of the

Exchanged Securities or Varied Securities or the Exchanged or Varied Guarantee, (C) in the case of an Accounting Event, the aggregate nominal amount of the Exchanged Securities or Varied Securities (as the case may be) is recorded as “equity” pursuant to IFRS-EU or any other accounting standards that may replace IFRS-EU for the purposes of the consolidated financial statements of the Guarantor, or (D) in the case of a Capital Event, the aggregate nominal amount of the Exchanged Securities or Varied Securities (as the case may be) is assigned “equity credit” (or such other nomenclature that the relevant Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share) by the relevant Rating Agency that is equal to or greater than that which was assigned to the Securities on the Issue Date.

Any such exchange or variation shall be subject to the following conditions:

- (i) the Issuer giving not less than 30 nor more than 60 days’ notice to the Fiscal Agent, the Paying Agent and, in accordance with Condition 14, the Holders;
- (ii) the Issuer complying with the rules of any stock exchange (or any other relevant authority) on which the Securities are for the time being admitted to trading, and (for so long as the rules of such exchange require) the publication of any appropriate supplement, listing particulars or offering circular in connection therewith, and the Exchanged Securities or Varied Securities continue to be admitted to trading on the same stock exchange as the Securities if they were admitted to trading immediately prior to the relevant exchange or variation;
- (iii) the Issuer paying any outstanding Arrears of Interest in full prior to such exchange or variation;
- (iv) the Exchanged Securities or Varied Securities shall: (A) rank at least *pari passu* with the ranking of the Securities prior to the exchange or variation, (B) have the benefit of a guarantee (the “Exchanged or Varied Guarantee”) from the Guarantor on terms not less favourable to Holders than the terms of the Guarantee (as reasonably determined by the Issuer or Substitute Issuer and the Guarantor) and (C) benefit from the same or more favourable interest rates and the same Interest Payment Dates, the same First Reset Date and early redemption rights (provided that the relevant exchange or variation may not itself trigger any early redemption right), the same rights to accrued interest or Arrears of Interest and any other amounts payable under the Securities which, in each case, has accrued to the Holders and has not been paid, the same rights to principal and interest, and, if publicly rated by S&P, Moody’s and/or Fitch Ratings immediately prior to such exchange or variation, at least the same credit rating immediately after such exchange or variation by each of S&P, Moody’s and/or Fitch Ratings (as the case may be), as compared with the relevant rating(s) immediately prior to such exchange or variation (as determined by the Issuer or Substitute Issuer and the Guarantor using reasonable measures available to it including discussions with S&P, Moody’s and/or Fitch Ratings to the extent practicable) (D) shall not contain terms providing for the mandatory deferral of interest and (E) not contain terms providing for loss absorption through principal write-down or conversion to shares;
- (v) the preconditions to redemption set out in Condition 6(h) having been satisfied and the terms of the exchange or variation (in the sole opinion of the Issuer or Substitute Issuer or the Guarantor, as the case may be) not being prejudicial to the interests of the Holders, including compliance with (iv) above, as certified to the benefit of the Holders by an authorized officer of the Guarantor, having consulted with an independent investment bank of international standing, and any such certificate shall, absent fraud or manifest error, be final and binding on all parties. However, a change in the governing law of the provisions of Condition 2(b) (Status and Subordination of the Securities and Coupons – Subordination of the Securities) to the laws of

the jurisdiction of incorporation of the Substitute Issuer, in connection with any substitution pursuant to Condition 12(c) (Substitution and Variation), shall be deemed not to be prejudicial to the interests of the Holders; and

- (vi) the issue of legal opinions addressed to the Fiscal Agent (copies of which shall be made available to the Holders at the specified offices of the Fiscal Agent during usual office hours) for the benefit of the Holders from one or more international law firms of good reputation selected by the Issuer or the Guarantor and confirming (x) that each of the Issuer and the Guarantor has capacity to assume all rights, duties and obligations under the Exchanged Securities or Varied Securities and the Exchanged or Varied Guarantee (as the case may be) and has obtained all necessary corporate or governmental authorisation to assume all such rights and obligations and (y) the legality, validity and enforceability of the Exchanged Securities or Varied Securities.

13 Further Issues

The Issuer may from time to time without the consent of the Holders create and issue further securities either having the same terms and conditions as the Securities in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Securities) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Securities include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Securities.

14 Notices

Notices to Holders of Securities will be deemed to be validly given if published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe. The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Securities are for the time being listed and/or admitted to trading. Any such notice shall be deemed to have been validly given on the date of the first such publication or, if published more than once, on the first date on which publication is made.

Notwithstanding the above, while all the Securities are represented by a Security in global form and such global form Security is deposited with a common depository for Euroclear and/or Clearstream, Luxembourg, notices to Holders of Securities may be given by delivery of the relevant notice to Euroclear or Clearstream, Luxembourg in accordance with their respective rules and operating procedures, and such notices shall be deemed to have been given to Holders on the date of delivery to Euroclear and/or Clearstream, Luxembourg. Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to the Holders of Securities in accordance with this Condition.

15 Currency Indemnity

Euro is the sole currency of account and payment for all sums payable by the Issuer or the Guarantor under or in connection with the Securities, the Coupons and the Guarantee, including damages. Any amount received or recovered in a currency other than euro (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or the Guarantor or otherwise) by any Holder in respect of any sum expressed to be due to it from the Issuer or Guarantor shall

only constitute a discharge to the Issuer and/or Guarantor to the extent of the euro amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that euro amount is less than the euro amount expressed to be due to the recipient under any Security or Coupon or the Guarantee, the Issuer or the Guarantor (as the case may be) shall indemnify it against any loss sustained by it as a result. In any event, the Issuer or the Guarantor (as the case may be) shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it will be sufficient for the Holder to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's and Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Security, Coupon or Guarantee or any other judgment or order.

16 **Contracts (Rights of Third Parties) Act 1999**

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

17 **Governing Law**

- (a) **Governing Law:** The Fiscal Agency Agreement, the Securities, the Coupons and the Guarantee and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law, other than the provisions of Condition 2(b) which are governed by and construed in accordance with the laws of The Netherlands, and the provisions of Condition 3(b) and Condition 3(c) and the corresponding provisions of the Guarantee which are governed by and construed in accordance with the laws of the Kingdom of Spain.
- (b) **Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Securities, the Coupons or the Guarantee and accordingly any legal action or proceedings arising out of or in connection with the Securities, the Coupons or the Guarantee ("Proceedings") may be brought in such courts. Each of the Issuer and the Guarantor irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Condition is for the benefit of each of the Holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (c) **Agent for Service of Process:** Each of the Issuer and the Guarantor irrevocably appoints SPW Investments Ltd., 4th Floor, 1 Tudor Street, London EC4Y 0AH, United Kingdom, as its agent in England to receive service of process in any Proceedings in England based on any of the Securities, the Coupons or the Guarantee. If for any reason the Issuer or the Guarantor as the case may be does not have such an agent in England, it will promptly appoint a substitute process agent and notify the Holders of Securities of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.

18 **Definitions**

In these Conditions:

“2013 Securities” means the €525,000,000 Undated Deeply Subordinated Reset Rate Guaranteed Securities issued by Iberdrola International B.V. on 27 February 2013 (ISIN: XS0808632763) and unconditionally and irrevocably guaranteed on a subordinated basis by Iberdrola, S.A.;

“30/360 Day Count” means, in respect of any period, the number of days in the relevant period, from (and including) the first day in such period to (but excluding) the last day in such period (such number of days being calculated on the basis of a 360 day year consisting of 12 months of 30 days each), divided by 360;

“5 year Swap Rate” has the meaning given to it in Condition 4(c);

“5 year Swap Rate Quotations” has the meaning given to it in Condition 4(c);

an “Accounting Event” shall be deemed to occur if the Issuer or the Guarantor has received, and notified the Holders in accordance with Condition 14 that it has so received, an opinion of a recognised accountancy firm of international standing, stating that, as a result of a change in the accounting rules or methodology effective after the Issue Date, the Securities must not or must no longer be recorded as “equity” pursuant to IFRS-EU or any other accounting standards that may replace IFRS-EU for the purposes of the Consolidated Financial Statements of the Guarantor;

“Additional Amounts” has the meaning given to it in Condition 8(a);

“Affiliates” means an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Guarantor;

“Arrears of Interest” has the meaning given to it in Condition 5(a);

“business day” has the meaning given to it in Condition 7(e);

“Business Day” means a day, other than a Saturday, Sunday or public holiday, on which the Target System is operating;

“Calculation Amount” has the meaning given to it in Condition 4(b);

a “Capital Event” shall be deemed to occur if the Issuer or the Guarantor has, directly or via publication by such Rating Agency, received, and notified the Holders in accordance with Condition 14 that it has so received, confirmation from any Rating Agency that, due to any amendment to, clarification of, or change in hybrid capital methodology or a change in the interpretation thereof, in each case occurring or becoming effective after the Issue Date, the Securities will no longer be eligible for the same or a higher amount of “equity credit” (or such other nomenclature that the relevant Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share) attributed to the Securities at the Issue Date (or, if “equity credit” is not assigned to the Securities by the relevant Rating Agency on the Issue Date, at the date on which “equity credit” is assigned by such Rating Agency for the first time);

a “Change of Control” shall be deemed to have occurred at each time that any person or persons acting in concert (“Relevant Persons”) or any person or persons acting on behalf of such Relevant Persons, acquire(s) control, directly or indirectly, of the Guarantor;

a “Change of Control Event” shall be deemed to occur if a Change of Control occurs and, during the Change of Control Period, a Rating Downgrade occurs;

“Change of Control Period” means the period commencing on the date that is the earlier of (1) the date of the occurrence of the relevant Change of Control; and (2) the date of the earliest Potential Change of Control Announcement (if any), and ending on the date which is 270 days after the date of the occurrence of the relevant Change of Control;

“Change of Control Rating Agency” means Standard & Poor’s Credit Market Services Europe Limited (“S&P”), Moody’s Investors Service Limited (“Moody’s”), or Fitch Ratings Limited (“Fitch Ratings”) or any other credit rating agency of equivalent international standing specified from time to time by the Issuer and, in each case, their respective successors or affiliates;

“Compulsory Arrears of Interest Settlement Event” has the meaning given to it in Condition 5(c);

“Condition” means the terms and conditions of the Securities;

“Consolidated Financial Statements” means the most recently published: (i) audited annual consolidated financial statements of the Guarantor, as approved by the annual general meeting of its shareholders and audited by an independent auditor; or, as the case may be, (ii) unaudited (but subject to a “review” from an independent auditor) condensed consolidated half-year financial statements of the Guarantor, as approved by its Board of Directors, in each case prepared in accordance with IFRS-EU;

“control” means: (a) the acquisition or control of more than 50 per cent. of the voting rights of the issued share capital of the Guarantor; or (b) the right to appoint and/or remove all or the majority of the members of the Guarantor’s Board of Directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise;

“Deferral Notice” has the meaning given to it in Condition 5(a);

“Deferred Interest Payment” has the meaning given to it in Condition 5(a);

“Dividend Declaration” has the meaning given to it in Condition 5(c);

“Early Redemption Amount” means in respect of a redemption of the Securities following the occurrence of a Tax Event, an Accounting Event or a Capital Event, 101 per cent. of the principal amount of such Securities;

“First Reset Date” means 22 May 2023;

“Further Securities” means any Securities issued pursuant to Condition 13 and forming a single series with the outstanding Securities;

“Holder” has the meaning given to it in Condition 1(b);

“IFRS-EU” means International Financial Reporting Standards, as adopted by the European Union;

“Interest Payment” means, in respect of an interest payment on an Interest Payment Date, the amount of interest payable on the presentation and surrender of the relevant Coupon for the relevant Interest Period in accordance with Condition 4;

“Interest Payment Date” means 22 May in each year;

“Interest Period” means the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

“Investment Grade Rating” means: (1) with respect to S&P, any of the categories from and including AAA to and including BBB- (or equivalent successor categories); (2) with respect to Moody’s, any of the categories from and including Aaa to and including Baa3 (or equivalent successor categories); and (3) with respect to Fitch Ratings, any of the categories from and including AAA to and including BBB- (or equivalent successor categories);

“Issue Date” means 22 November 2017;

“Issuer Winding-up” means a situation where (i) an order is made or a decree or resolution is passed for the winding-up, liquidation or dissolution of the Issuer, except for the purposes of a solvent merger, reconstruction or amalgamation, or (ii) a trustee (curator) is appointed by the competent District Court in The Netherlands in the event of bankruptcy (*faillissement*) affecting the whole or a substantial part of the undertaking or assets of the Issuer and such appointment is not discharged within 30 days;

“Junior Obligations” means the Junior Obligations of the Guarantor and the Junior Obligations of the Issuer;

“Junior Obligations of the Guarantor” means all obligations of the Guarantor issued or incurred directly or indirectly by it which rank or are expressed to rank junior to the Guarantee, including Ordinary Shares of the Guarantor and any other shares (*acciones*) in the capital of the Guarantor (and, if divided into classes, each class thereof);

“Junior Obligations of the Issuer” means all obligations of the Issuer, issued or incurred directly or indirectly by it, which rank or are expressed to rank junior to the Securities, including (i) Ordinary Shares of the Issuer and (ii) Preferred Shares of the Issuer, if any;

“Mandatory Settlement Date” has the meaning given to it in Condition 5(c);

“Ordinary Shares of the Guarantor” means ordinary shares in the capital of the Guarantor, having at the Issue Date a nominal value of €0.75 each;

“Ordinary Shares of the Issuer” means ordinary shares in the capital of the Issuer, having on the Issue Date a nominal amount of €0.75 each;

“Parity Obligations” means the Parity Obligations of the Guarantor and the Parity Obligations of the Issuer;

“Parity Obligations of the Guarantor” means all obligations of the Guarantor which are either (i) issued directly by the Guarantor and which rank or are expressed to rank *pari passu* with the Guarantor's obligations under the Guarantee or (ii) issued by any Subsidiary of the Guarantor and where the terms of such obligations benefit from a guarantee or support agreement entered into by the Guarantor which ranks or is expressed to rank *pari passu* with the Guarantor's obligations under the Guarantee (which include the guarantee granted by the Guarantor in connection with the 2013 Securities);

“Parity Obligations of the Issuer” means all obligations of the Issuer, issued or incurred directly or indirectly by it, which rank, or are expressed to rank, *pari passu* with the Securities including the 2013 Securities;

“Potential Change of Control Announcement” means any public announcement or public statement by the Issuer, the Guarantor, any actual or potential bidder or any advisor thereto relating to any potential Change of Control;

“Preferred Shares of the Issuer” means any preference shares in the capital of the Issuer (and, if divided into classes, each class thereof);

“Prevailing Interest Rate” means the rate of interest payable on the Securities applicable from time to time pursuant to Condition 4;

“Proceedings” has the meaning given to it in Condition 17(b);

“Rating Agency” means S&P, Moody's or Fitch Ratings;

A “Rating Downgrade” shall be deemed to have occurred in respect of a Change of Control if: (A) within the Change of Control Period the rating previously assigned to the Guarantor by any Change of Control Rating Agency is: (x) withdrawn; (y) ceases to be an Investment Grade Rating; or (z) if the rating assigned to the Guarantor by any Change of Control Rating Agency which is current at the time the Change of Control Period

begins is below an Investment Grade Rating, that rating is lowered one full rating notch by any Change of Control Rating Agency (for example BB+ to BB by S&P), provided that a Rating Downgrade shall be deemed not to have occurred in respect of a particular Change of Control if the Change of Control Rating Agency withdrawing or lowering the rating does not publicly announce or otherwise confirms in writing to the Issuer that the reduction or withdrawal was the result, in whole or, in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control; or (B) at the time of the Change of Control there is no rating assigned to the Guarantor;

“Redemption Date” means the date fixed for redemption of the Securities pursuant to Condition 6;

“Relevant Date” means (i) in respect of any payment other than a sum to be paid by the Issuer or the Guarantor in a winding-up or administration of the Issuer or Guarantor, as the case may be, the date on which such payment first becomes due and payable, but if the full amount of moneys payable on such date has not been received by the Fiscal Agent on or prior to such date, the Relevant Date means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Holders of Securities in accordance with Condition 14 and (ii) in respect of a sum to be paid by the Issuer or the Guarantor in a winding-up or administration of the Issuer or the Guarantor, as the case may be, the date that is one day prior to the date on which an order is made or a resolution is passed for the winding-up, or in the case of an administration, one day prior to the date on which any dividend is distributed;

“Reset Date” means the First Reset Date and each date falling on the fifth anniversary thereafter;

“Reset Interest Determination Date” means, in respect of any Reset Period, the day falling two Business Days prior to the beginning of the relevant Reset Period;

“Reset Period” means each period from and including the First Reset Date to but excluding the next following Reset Date and thereafter from and including each Reset Date to but excluding the next following Reset Date;

“Reset Reference Banks” has the meaning given to it in Condition 4(c);

“Reset Reference Bank Rate” has the meaning given to it in Condition 4(c);

“Reset Screen Page” has the meaning given to it in Condition 4(c);

“Senior Obligations of the Guarantor” means all obligations of the Guarantor, including subordinated obligations of the Guarantor according to Spanish insolvency law, other than Parity Obligations of the Guarantor and Junior Obligations of the Guarantor;

“Senior Obligations of the Issuer” means all obligations of the Issuer, including subordinated obligations of the Issuer according to Dutch insolvency law, other than Parity Obligations of the Issuer and Junior Obligations of the Issuer;

“Subordinated Loan” means the subordinated loan made by the Issuer to Iberdrola Financiación, S.A.U. (“Iberdrola Financiación”) dated 22 November 2017, pursuant to which the proceeds of the issue of the Securities are on-lent to Iberdrola Financiación;

“Subsidiary” means at any particular time: (i) any company which is then directly or indirectly controlled, or more than 50 per cent. of whose issued equity share capital (or equivalent) is then beneficially owned, by the first person and/or one or more of its subsidiaries, and (ii) in relation to the Guarantor, a company which fulfils the definition in paragraph (i) above and which is included in the Consolidated Financial Statements on a fully integrated basis.

For a company to be “controlled” by another means that the other (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to

appoint and/or remove all or the majority of the members of the board of directors or other governing body of that company or otherwise controls or has the power to control the affairs and policies of that company;

a “Substantial Purchase Event” shall be deemed to have occurred if at least 75 per cent. of the aggregate principal amount of the Securities originally issued (which for these purposes shall include any Further Securities) is purchased by the Issuer, the Guarantor or any subsidiary of the Guarantor (and in each case is cancelled in accordance with Condition 6(j));

“Target System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007, or any successor thereof;

a “Tax Event” shall be deemed to have occurred if, as a result of a Tax Law Change, in respect of (i) the Issuer’s obligation to make any payment under the Securities (including any Interest Payment) on the next following Interest Payment Date; or (ii) the obligation of Iberdrola Financiación to make any payment in favour of the Issuer under the Subordinated Loan on the next following due date for such payment, the Issuer or Iberdrola Financiación (as the case may be) would no longer be entitled to claim a deduction in respect of computing its tax liabilities in The Netherlands or in Spain (as the case may be), or such entitlement is materially reduced.

For the avoidance of doubt, a Tax Event shall not occur if payments of interest under the Subordinated Loan by Iberdrola Financiación are not deductible in whole or in part for Spanish corporate income tax purposes solely as a result of general tax deductibility limits set forth by Article 16 of Law 27/2014 dated 27 November, on Corporate Income Tax, as at 22 November 2017;

“Tax Law Change” means a change in or proposed change in, or amendment to, or proposed amendment to, the laws or regulations of The Netherlands or Spain or, in either case, any political subdivision or any authority thereof or therein having power to tax, including, without limitation, any treaty to which The Netherlands or Spain is a party, or any change in the official or generally published interpretation of such laws or regulations, including a decision of any court or tribunal, or any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such laws or regulations or interpretations thereof that differs from the previously generally accepted position in relation to similar transactions, which change, amendment or interpretation becomes or would become, effective after 22 November 2017;

“Taxing Authority” has the meaning given to it in Condition 8(a); and

a “Withholding Tax Event” shall be deemed to occur if as a result of a Tax Law Change, in making any payments in respect of the Securities or the Guarantee the Issuer or the Guarantor has paid or will or would on the next Interest Payment Date be required to pay Additional Amounts in respect of the Securities or the Guarantee that cannot be avoided by the Issuer or the Guarantor, as the case may be, taking measures reasonably available to it.

Summary of Provisions relating to the Securities while in Global Form

The Temporary Global Security and the Permanent Global Security contain provisions which apply to the Securities while they are in global form, some of which modify the effect of the Conditions set out in this document. The following is a summary of certain of those provisions:

1 Exchange

The Temporary Global Security is exchangeable, in whole or in part, for interests in the Permanent Global Security on or after a date which is expected to be 26 December 2017, upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global Security. The Permanent Global Security is exchangeable in whole but not, except as provided in the next paragraph, in part (free of charge to the holder) for the Definitive Securities described below (i) if the Permanent Global Security is held on behalf of a clearing system and such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so or (ii) if principal in respect of any Securities is not paid when due and payable. Thereupon, the holder may give notice to the Fiscal Agent of its intention to exchange the Permanent Global Security for Definitive Securities on or after the Exchange Date specified in the notice.

If principal in respect of any Securities is not paid when due and payable the holder of the Permanent Global Security may, by notice to the Fiscal Agent, require the exchange of a specified principal amount of the Permanent Global Security (which may be equal to or (provided that, if the Permanent Global Security is held by or on behalf of a clearing system, that clearing system agrees) less than the outstanding principal amount of Securities represented thereby) for Definitive Securities on or after the Exchange Date (as defined below) specified in such notice.

On or after any Exchange Date the holder of the Permanent Global Security may surrender the Permanent Global Security or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for the Permanent Global Security, or on endorsement in respect of the part thereof to be exchanged, the Issuer shall deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Securities (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Security), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Schedule 1 to the Fiscal Agency Agreement. On exchange in full of the Permanent Global Security, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with any relevant Definitive Securities.

“Exchange Date” means a day falling not less than 60 days or, in the case of exchange pursuant to (ii) above, 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and, except in the case of exchange pursuant to (i) above, in the cities in which the relevant clearing system is located.

2 Payments

No payment will be made on the Temporary Global Security unless exchange for an interest in the Permanent Global Security is improperly withheld or refused. Payments of principal, premium and interest in respect of Securities represented by the Permanent Global Security will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Securities, surrender of the Permanent Global Security to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Holders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to

the Permanent Global Security, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Securities. Condition 7(f)(iii) and Condition 8(a)(vi) will apply to the Definitive Securities only. For the purpose of any payments made in respect of a Permanent Global Security, Condition 7(e) shall not apply, and all such payments shall be made on a day on which the TARGET system is open.

3 Notices

So long as the Securities are represented by the Permanent Global Security and the Permanent Global Security is held on behalf of a clearing system, notices to Holders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions except that, so long as the Securities are listed on the Official List of the Luxembourg Stock Exchange and the rules of that Exchange so require, notices shall also be published either on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*).

4 Prescription

Claims against the Issuer in respect of principal, interest or any other amount on the Securities while the Securities are represented by the Permanent Global Security will become void unless it is presented for payment within a period of 10 years in the case of principal or any other amount in the nature of principal) and five years in the case of interest (or any other amount in the nature of interest, including Arrears of Interest (as defined in Condition 5(a)) from the appropriate Relevant Date (as defined in Condition 18).

5 Meetings

The holder of the Permanent Global Security shall (unless the Permanent Global Security represents only one Security) be treated as being two persons for the purposes of any quorum requirements of a meeting of Holders and, at any such meeting, as having one vote in respect of each €100,000 in principal amount of Securities.

6 Purchase and Cancellation

Cancellation of any Security, to be cancelled in accordance with the Conditions following its purchase, will be effected by reduction in the principal amount of the Permanent Global Security.

7 Accountholders

For so long as any of the Securities is represented by a Global Security and such Global Security is held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Securities (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated as the holder of such principal amount of such Securities for all purposes (including but not limited to, for the purposes of any quorum requirements of meetings of the Holders and giving notice to the Issuer pursuant to the Conditions) other than with respect to payment of principal and interest on such principal amount of such Securities, for which purpose the bearer of the relevant Global Security shall be treated as the holder of such principal amount of such Securities in accordance with and subject to the terms of the relevant Global Security and the expression "Holder" and related expressions shall be construed accordingly.

8 Electronic Consent and Written Resolution

While any Global Security is held on behalf of a relevant Clearing System, then:

- (i) approval of a resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Securities outstanding (an “Electronic Consent” as defined in the Fiscal Agency Agreement) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Holders duly convened and held, and shall be binding on all Holders and holders of Coupons and Talons whether or not they participated in such Electronic Consent; and
- (ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Issuer and the Guarantor shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Guarantor, as the case may be (a) by accountholders in the clearing systems with entitlements to such Global Security and/or, (b) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Guarantor shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the “relevant clearing system”) and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Holders of Securities and Holders of Coupons, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream, Luxembourg’s CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Securities is clearly identified together with the amount of such holding. The Issuer and/or the Guarantor shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

Form of Guarantee

The following is the text of the deed of guarantee in respect of the Securities substantially in the form in which it will be executed by the Guarantor:

This Deed of Guarantee is made on 22 November 2017

BY

(1) **IBERDROLA, S.A.** (the “Guarantor”)

IN FAVOUR OF

(2) **THE HOLDERS** (as defined in the Conditions (as defined in the Deed of Covenant)); and

(3) **THE RELEVANT ACCOUNT HOLDERS** (as defined in the Deed of Covenant described below).

WHEREAS

- (A) Iberdrola International B.V. (the “Issuer”) proposes to issue €1,000,000,000 Undated Deeply Subordinated Reset Rate Guaranteed Securities (the “Securities”, which expression shall, if the context so admits, include the Global Securities (whether in temporary or permanent form)) in connection with which, the Issuer and Guarantor have become parties to a fiscal agency agreement (the “Fiscal Agency Agreement”) dated 22 November 2017 between, *inter alios*, the Issuer, the Guarantor and The Bank of New York Mellon, London Branch in its various capacities as set out therein relating to the Securities, and the Issuer has executed and delivered a deed of covenant (the “Deed of Covenant”) dated 22 November 2017.
- (B) The Guarantor has duly authorised the giving of a guarantee on a subordinated basis in respect of the Securities and the Deed of Covenant.

THIS DEED WITNESSES as follows:

1 Interpretation

- 1.1 All terms and expressions which have defined meanings in the Conditions, the Fiscal Agency Agreement or the Deed of Covenant shall have the same meanings in this Deed of Guarantee except where the context requires otherwise or unless otherwise stated.
- 1.2 Any reference in this Deed of Guarantee to a Clause is, unless otherwise stated, to a clause hereof.
- 1.3 All references in this Deed of Guarantee to an agreement, instrument or other document (including the Conditions, the Fiscal Agency Agreement and the Deed of Covenant) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time.
- 1.4 Any reference in this Deed of Guarantee to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.
- 1.5 Clause headings are for ease of reference only.

2 Guarantee and Indemnity

- 2.1 The Guarantor hereby unconditionally and irrevocably guarantees, on a subordinated basis:
- 2.1.1 to each Holder the due and punctual payment of any and every sum or sums of money which the Issuer shall at any time be liable to pay under or pursuant to any Security as and when the same shall become due and payable and agrees unconditionally to pay to such Holder, forthwith upon demand by such Holder in euro and in the manner prescribed by the Conditions for payments by the Issuer thereunder, any and every sum or sums of money which the Issuer shall at any time be liable to pay under or pursuant to such Security and which the Issuer shall have failed to pay at the time such demand is made; and
 - 2.1.2 to each Relevant Account Holder the due and punctual payment of all amounts due to such Relevant Account Holder under the Deed of Covenant as and when the same shall become due and payable and agrees unconditionally to pay to such Relevant Account Holder, forthwith on demand by such Relevant Account Holder in euro and in the manner prescribed by the Conditions for payments by the Issuer thereunder, any and every sum or sums of money which the Issuer shall at any time be liable to pay under or pursuant to the Deed of Covenant and which the Issuer shall have failed to pay at the time demand is made.
- 2.2 As a separate, additional and continuing obligation, the Guarantor unconditionally and irrevocably undertakes to each Holder and each Relevant Account Holder that, should any amount referred to in Clause 2.1 not be recoverable from the Guarantor thereunder for any reason whatsoever (including, without limitation, by reason of any Security, any provision of any Security, the Deed of Covenant or any provision thereof being or becoming void, unenforceable or otherwise invalid under any applicable law) then, notwithstanding that the same may have been known to such Holder or Relevant Account Holder, the Guarantor will, as a sole, original and independent obligor, upon first written demand under Clause 2.1, make payment of such amount by way of a full indemnity in such currency and otherwise in such manner as is provided for in the Securities or the Deed of Covenant (as the case may be) and indemnify each Holder and each Relevant Account Holder against all losses, claims, costs, charges and expenses to which it may be subject or which it may incur under or in connection with the Conditions, the Deed of Covenant or this Deed of Guarantee.

3 Taxes and Withholdings

The Guarantor covenants in favour of each Holder and each Relevant Account Holder that it will duly perform and comply with its obligations expressed to be undertaken by it in Condition 8.

4 Preservation of Rights

- 4.1 The obligations of the Guarantor herein contained shall be deemed to be undertaken as sole or principal debtor.
- 4.2 The obligations of the Guarantor herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matters or things whatsoever and, in particular but without limitation, shall not be considered satisfied by any partial payment or satisfaction of all or any of the Issuer's obligations under any Security or the Deed of Covenant and shall continue in full force and effect in respect of each Security and the Deed of Covenant until final repayment in full of all amounts owing by the Issuer thereunder and total satisfaction of all the Issuer's actual and contingent obligations thereunder.

- 4.3 Neither the obligations of the Guarantor herein contained nor the rights, powers and remedies conferred upon the Holders, the Relevant Account Holders or any of them by this Deed of Guarantee or by law shall be discharged, impaired or otherwise affected by:
- 4.3.1 the insolvency, winding-up, liquidation, dissolution, amalgamation, reconstruction or reorganisation of the Issuer or analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; or
 - 4.3.2 any of the obligations of the Issuer under any of the Securities or the Deed of Covenant being or becoming illegal, invalid or unenforceable in any respect; or
 - 4.3.3 time or other indulgence being granted or agreed to be granted to the Issuer in respect of its obligations under any of the Securities or the Deed of Covenant; or
 - 4.3.4 any amendment to, or any variation, waiver or release of, any obligation of the Issuer under any of the Securities or the Deed of Covenant; or
 - 4.3.5 any other act, event or omission which, but for this Clause 4.3, would or might operate to discharge, impair or otherwise affect the obligations of the Guarantor herein contained or any of the rights, powers or remedies conferred upon the Holders, the Relevant Account Holders or any of them by this Deed of Guarantee or by law.
- 4.4 Without prejudice to the generality of the foregoing, any settlement or discharge between the Guarantor and the Holders, the Relevant Account Holders or any of them shall be conditional upon no payment to the Holders, the Relevant Account Holders or any of them by the Issuer or any other person on the Issuer's behalf being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force and, in the event of any such payment being so avoided or reduced, the Holders and the Relevant Account Holders shall each be entitled to recover the amount by which such payment is so avoided or reduced from the Guarantor subsequently as if such settlement or discharge had not occurred.
- 4.5 No Holder or Relevant Account Holder shall be obliged before exercising any of the rights, powers or remedies conferred upon it by this Deed of Guarantee or by law:
- 4.5.1 to make any demand of the Issuer, other than (in the case of a Holder) the presentation of the relevant Security; or
 - 4.5.2 to take any action or obtain judgment in any court against the Issuer; or
 - 4.5.3 to make or file any claim or proof in a winding-up or dissolution of the Issuer and, save as aforesaid, the Guarantor hereby expressly waives, in respect of each Security, presentment, demand and protest and notice of dishonour.
- 4.6 The Guarantor agrees that so long as any amounts are or may be owed by the Issuer under any of the Securities or the Deed of Covenant or the Issuer is under any actual or contingent obligations thereunder, the Guarantor shall not exercise rights which the Guarantor may at any time have by reason of performance by the Guarantor of its obligations hereunder:
- 4.6.1 to be indemnified by the Issuer; and/or
 - 4.6.2 to claim any contribution from any other guarantor of the Issuer's obligations under the Securities or the Deed of Covenant; and/or

- 4.6.3 to take the benefit, in whole or in part, of any security taken pursuant to, or in connection with, any of the Securities or the Deed of Covenant issued by the Issuer, by all or any of the persons to whom the benefit of the Guarantor's obligations are given; and/or
- 4.6.4 to be subrogated to the rights of any Holder or Relevant Account Holder against the Issuer in respect of amounts paid by the Guarantor pursuant to the provisions of this Deed of Guarantee.

5 Conditions, Status and Subordination

- 5.1 The Guarantor undertakes to comply with and be bound by those provisions of the Conditions which relate to it and which are expressed to relate to it.
- 5.2 The Guarantor undertakes that its obligations hereunder rank, and will at all times rank, as described in the Condition 3(b).
- 5.3 In the event of the Guarantor being declared in insolvency ("*concurso*") under Spanish insolvency law, the provisions of Condition 3(c) shall apply.

6 Deposit of Deed of Guarantee

An original of his Deed of Guarantee shall be deposited with and held by the Fiscal Agent until the date on which all the obligations of the Issuer under or in respect of the Securities (including, without limitation, its obligations under the Deed of Covenant) have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and every Relevant Account Holder to the production of this Deed of Guarantee.

7 Stamp Duties

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

8 Currency Indemnity

If any sum due from the Guarantor under this Deed of Guarantee or any order or judgment given or made in relation thereto has to be converted from the currency (the "first currency") in which the same is payable under this Deed of Guarantee or such order or judgment into another currency (the "second currency") for the purpose of (a) making or filing a claim or proof against the Guarantor, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Deed of Guarantee, the Guarantor shall indemnify each Holder and Relevant Account Holder on demand against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Holder or Relevant Account Holder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof. This indemnity constitutes a separate and independent obligation of the Guarantor and shall give rise to a separate and independent cause of action.

9 Deed Poll; Benefit of Guarantee

- 9.1 This Deed of Guarantee shall take effect as a Deed Poll for the benefit of the Holders and the Relevant Account Holders from time to time and for the time being.

- 9.2 The Guarantor hereby acknowledges and covenants that the obligations binding upon it contained herein are owed to, and shall be for the benefit of, each and every Holder and Relevant Account Holder, and that each Holder and each Relevant Account Holder shall be entitled severally to enforce the said obligations against the Guarantor.
- 9.3 The Guarantor may not assign or transfer all or any of its rights, benefits and obligations hereunder except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation of the Guarantor on terms approved by an Extraordinary Resolution of the Holders.

10 Provisions Severable

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

11 Notices

Notices to the Guarantor will be deemed to be validly given if delivered at Iberdrola, S.A., Departamento de Financiación, Plaza Euskadi 5, 48009 Bilbao, Spain (or at such other address and for such other attention as may have been notified to Holders in accordance with the Conditions, or sent by fax (fax no: +34 944 15 4037/16 6701). A notice or communication will be deemed received (if by fax) when a transmission report shows the fax has been sent, (if by telex) when a confirmed answer is received at the end of the transmission and (if by writing) when delivered, provided that any notice or communication which is received outside business hours or on a non-business day in Madrid shall be deemed received at the opening of business on the next following business day in Madrid.

12 Law and Jurisdiction

- 12.1 **Governing Law:** This Deed of Guarantee and all matters arising from or connected with it, including any non-contractual obligations arising out of or in connection with it, are governed by and shall be governed by and construed in accordance with English law, except for the provisions of Conditions 3(b) and 3(c) referred to in Clauses 5.2 and 5.3, respectively, which shall be governed by, and construed in accordance with, Spanish law.
- 12.2 **English courts:** The courts of England have exclusive jurisdiction to settle any dispute (a “Dispute”), arising from or connected with this Deed of Guarantee (including a dispute regarding the existence, validity or termination of this Deed of Guarantee) or the consequences of its nullity.
- 12.3 **Appropriate forum:** The Guarantor agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- 12.4 **Rights of the Holders and Relevant Account Holders:** Clause 12.2 (English courts) is for the benefit of the Holders and the Relevant Account Holders only. As a result, nothing in this Clause 12 (Law and jurisdiction) prevents the Holders and Relevant Account Holders from taking proceedings relating to a Dispute (“Proceedings”) in any other courts with jurisdiction. To the extent allowed by law, the Holders and Relevant Account Holders may take concurrent Proceedings in any number of jurisdictions.
- 12.5 **Process agent:** The Guarantor agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being

delivered to SPW Investments Limited, 4th Floor, 1 Tudor Street, London, EC4Y 0AH, United Kingdom or, if different, its registered office for the time being or at any address of the Guarantor in the United Kingdom at which process may be served on it in accordance with Part 34 of the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Guarantor, the Guarantor shall, on the written demand of any Holder or Relevant Account Holder addressed and delivered to the Guarantor appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Holder or Relevant Account Holder shall be entitled to appoint such a person by written notice addressed to the Guarantor and delivered to the Guarantor. Nothing in this paragraph shall affect the right of any Holder or Relevant Account Holder to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

In witness whereof this Deed has been signed as a deed by the Guarantor and is hereby delivered on the date first above written.

SIGNED as a DEED and DELIVERED)
on behalf of Iberdrola, S.A.)
a company incorporated in the Kingdom of Spain)
by:)
).....
and)
).....
being persons who, in accordance with)
the laws of that territory are acting under)
the authority of the company.)

Description of the Issuer

General information

Iberdrola International, a wholly-owned subsidiary of Iberdrola, was incorporated as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) on 10 September 1992 under the laws of the Netherlands. The registered office of Iberdrola International is at Rapenburgerstraat 179, D, 1011 VM Amsterdam, the Netherlands, with telephone number + 31 20 579 21 24. Iberdrola International is registered at the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 33241226. Iberdrola International was incorporated for an indefinite period. Iberdrola International prepares non-consolidated annual financial statements only and does not prepare or publish interim financial statements.

Share capital

As at 30 September 2017, Iberdrola International's issued and fully paid-up share capital was 388,000 euro, divided into 776 ordinary shares of 500 euro each. The whole of the issued and paid-up share capital of Iberdrola International is owned by Iberdrola. There are currently no arrangements in place, the operation of which may at a future date result in a change of control of Iberdrola International. There are no measures in place to ensure that the control of Iberdrola International by Iberdrola is not abused.

Business

Iberdrola International is a finance company which is authorised to raise funds by issuing debt instruments in the capital and money markets as well as to raise funds in the bank market. The net proceeds from the issuance of these instruments will be used to prepay maturing debt and for the general corporate purposes of the Iberdrola Group. Iberdrola International is dependent on Iberdrola to service its obligations under these instruments.

Management

The members of Iberdrola International's board of management (the "Board of Management") are detailed in the following table:

Name	Function
Mr. J.E. Hardeveld	Managing Director
Mr. J.P. van Leeuwen	Managing Director
Mr. G.F. Nicolai	Managing Director
Mr. G. Colino Salazar	Managing Director

The business address of each member of the Board of Management is Rapenburgerstraat 179, D, 1011 VM Amsterdam, the Netherlands.

No conflict of interest has been notified to Iberdrola International between the duties of the members of the Board of Management and their private interests or other duties. None of the members of the Board of Management performs any activities outside Iberdrola International that are significant with respect to Iberdrola International.

Material contracts

The material contracts entered into by Iberdrola International (other than in its ordinary course of business) which are relevant to its ability to meet its obligations in respect of the Securities are the Fiscal Agency Agreement and the Deed of Covenant.

Description of the Guarantor

General information

Iberdrola, S.A. is a listed corporation which was incorporated in the Kingdom of Spain for an indefinite period on 19 July 1901. Iberdrola is registered in volume 17 of the Companies Section, folio 114, sheet 901 (current BI-167-A), entry no. 1 in the Biscay Commercial Registry. Its present name was adopted at the General Shareholders' Meeting held on 1 November 1992, formalised in a deed executed on 12 December 1992 and recorded with the Biscay Commercial Registry in volume BI-223 of the General Companies Section, folio 156, sheet BI-167-A, entry no. 923, following the merger of Iberduero, S.A. and Hidroeléctrica Española, S.A.

Iberdrola (together with its subsidiaries, the "Iberdrola Group" and the "Group") is now one of the world's leading private electricity companies in terms of market capitalisation and the number of clients it serves.

Iberdrola's registered offices are in Bilbao (Spain), at Plaza Euskadi, n.º.5, 48009 Bilbao, with telephone number +34 94 415 14 11.

Iberdrola is the parent company of a group of companies carrying out activities primarily in the electricity and gas industries, in the Kingdom of Spain and other countries, with a significant presence in the United Kingdom, the United States of America, Mexico and Brazil. With the scope and under the conditions established in applicable regulations in each territory, the activities carried out in such industries may be classified into regulated activities and liberalised activities.

Share capital and major shareholders

Iberdrola's shares are listed on the Spanish stock exchange and admitted to listing on the Spanish electronic stock market, energy sector, electricity sub-sector, and are included in the IBEX-35 index. In addition, since 23 June 2003, Iberdrola's shares have been included in the FTSE EuroStoxx 100 index and, since 1 September 2003, in the EuroStoxx 50 index.

As at 31 December 2016, there were 6,362,079,000 shares in issue, all of which are fully subscribed and paid up. The nominal value of each share is 0.75 euro. As at 31 December 2016, the closing price was 6.234 euro, resulting in a market capitalisation of 39,661 million euro. All of Iberdrola's shares are ordinary shares, represented in book-entry form and the book-entry registry is kept by Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear), domiciled at Palacio de la Bolsa, Plaza de la Lealtad, 1, 28014 Madrid, Spain.

According to information available to Iberdrola, no single person (or group of persons) controls Iberdrola. Nonetheless, based on publicly available information, at the date of this Offering Circular the significant shareholders holding more than 3 per cent. of Iberdrola's ordinary share capital are (a) Qatar Investment Authority holding an 8.509 per cent. interest through Qatar Holding Luxembourg II, S.à r.l.; (b) Capital Research and Management Company (with an interest of 3.137 per cent.); (c) Norges Bank with a direct interest of 3.046 per cent.; and (d) Blackrock, Inc. with an indirect interest of 3.023 per cent.

As at the date of this Offering Circular, the share capital of Iberdrola amounted to 4,738,136,250 euro, corresponding to 6,317,515,000 shares, with a nominal value of 0.75 euro each, as a result of the increase of share capital on 21 July 2017 by means of a scrip issue within the "Iberdrola Flexible Dividend" system approved by the General Shareholders' Meeting of Iberdrola held on 31 March 2017.

Iberdrola's position within the Group

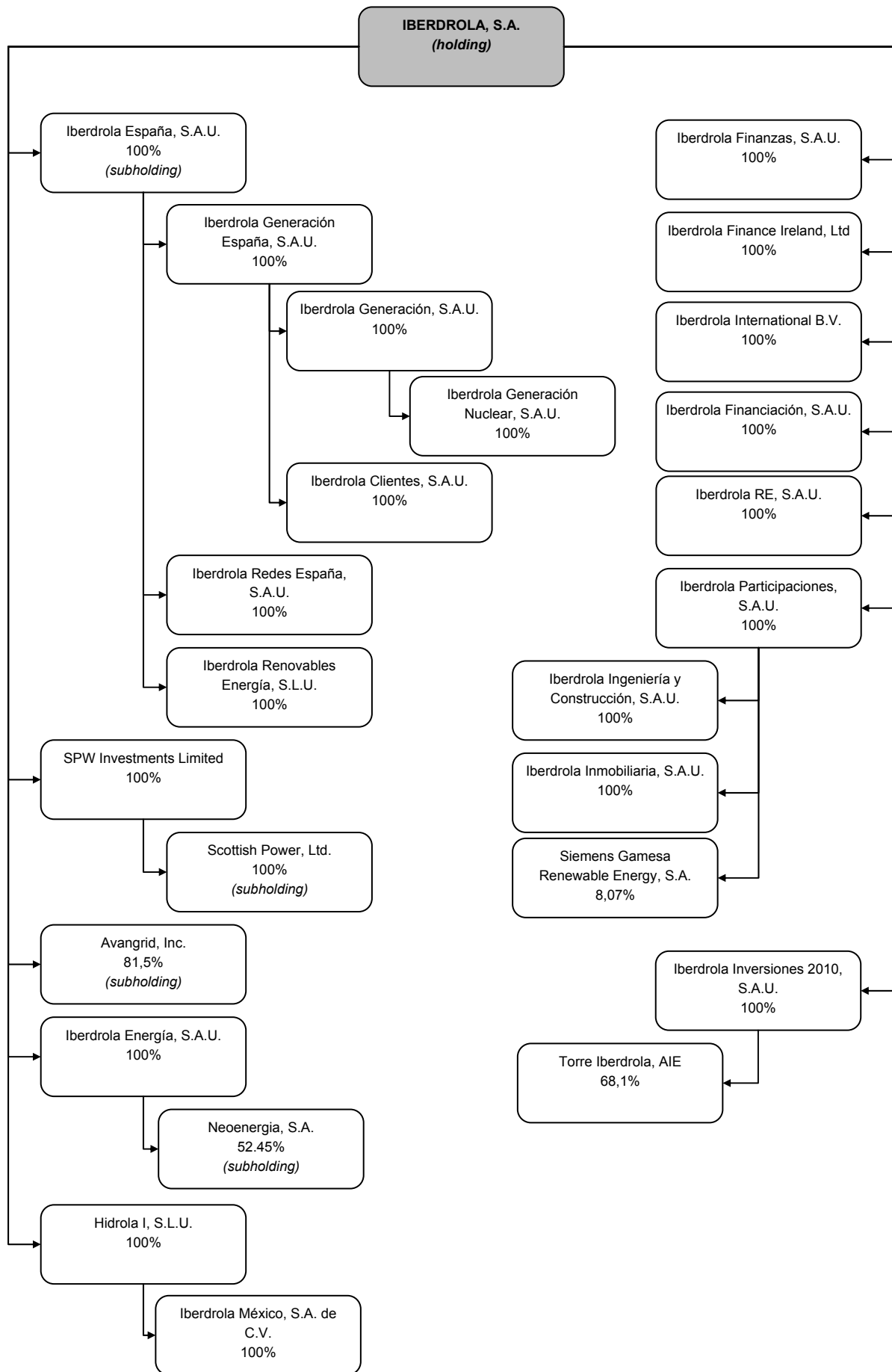
Regarding the regulatory framework in Spain, Section 8.1 of Law 24/2014, of December 26, on the Electricity Industry (hereinafter, the "Electricity Industry Law") characterises the operation of the system, the operation

of the market and the transmission and distribution of electricity as regulated activities in the electricity industry. Section 60.1 of Law 34/1998, of October 7, on the Hydrocarbon Industry (hereinafter, the “Hydrocarbon Industry Law”) characterises the activities of regasification, basic storage, transportation and distribution of natural gas as regulated activities in the hydrocarbon industry. The production and sale of electricity and natural gas are considered as deregulated activities.

The Restated Text of the *Code for the Separation of Activities of the Companies of the Iberdrola Group Carrying out Regulated Activities* in Spain was approved by the Board of Directors of Iberdrola España at a meeting held on 10 December 2014 in compliance with the independence standards imposed in connection with the management separation of regulated and deregulated activities within the groups operating in the electricity and hydrocarbon industries. The Annual Report on Compliance with the Code of Separation of Activities and the updated text of the Code are available at www.iberdrola.es.

Following this separation of activities, all historical debt of the Iberdrola Group remains at Iberdrola.

The corporate structure of the principal subsidiaries of the Iberdrola Group as at the date of this Offering Circular is as follows:



Business

The Iberdrola Group is split into five strategic divisions (see table below). Additionally, Corporation includes the costs of the Group's structure (Single Corporation), of the administration services of the corporate areas that are subsequently invoiced to the other companies through specific service agreements. The Group's principal activities are the generation and distribution of electricity but, as can be seen from the table, the Group is also involved in other businesses, including engineering and gas retailing. The Group operates primarily in Spain but also has significant other investments, particularly in the United Kingdom, United States, Mexico and Brazil.

The economic and financial information of the Iberdrola Group is structured as follows:

Network Business

This includes the energy Transmission and Distribution businesses, as well as those of any other regulated nature, originating in Spain, the United Kingdom, the United States and Brazil.

Deregulated Business

This includes the energy Generation and Supply businesses, as well as the trading and gas storage businesses in the United States, that the Iberdrola Group operates in Spain and Portugal, the United Kingdom and North America.

Renewables Business

Activities relating to renewable energies in Spain, the United Kingdom, the United States, Mexico, Brazil and the rest of the world.

Other Businesses

This is a grouping of Engineering and Construction, and the other non-energy businesses, such as Real Estate business.

Corporation

This encompasses the costs of the Iberdrola Group structure for the administrative services of the corporate areas that are later billed to the other companies through specific service contracts.

Percentage of Group EBITDA for the financial year ended 31 December 2016 and 2015 based on the Group's audited accounts:

Division	Description	2016 %	2015 %
Network	Includes all of the energy and distribution activities and any other regulated activity originated in Spain, the United Kingdom, the United States and Brazil	52.3%	49.0%
Deregulated	Includes the electricity generation and sales businesses as well as gas trading and storage businesses carried on by the Group in Spain, Portugal, the United Kingdom and North America	28.9%	31.4%
Renewables	Includes activities relating to renewable energies in Spain, the United Kingdom, the United States and the rest of the world	19.2%	22.3%
Other	Includes energy consulting, real estate and engineering	-1.4%	-0.1%
Corporation		1.1%	-2.6%

As of 1 January 2016, the Group has changed the way of reporting its activities in Brazil, assigning them to different lines of business (until 31 December 2015 they were integrated into the Networks segment). The effect of this change in the segment information is not significant and, as established by IAS 8 (*Accounting Policies, Changes in Accounting Estimates and Errors*), the comparative information for the previous period has been restated.

General

As at 31 December 2016, the Group's installed capacity was 43,277 MW. This represented a decrease of 2.9 per cent. in installed capacity (44,574 MW in 2015).

The breakdown of the Group's capacity by technology is shown in the following table:

Installed capacity (MW)	2016	2015	% var. 2016-2015
Hydroelectric	10,392	10,392	0.0
Nuclear	3,166	3,166	0.0
Thermal Coal	874	3,178	-72.5
Gas combined cycle	13,778	13,353	3.2
Co-generation	299	299	0.0
Renewable energy	14,768	14,186	4.1
Total	43,277	44,574	-2.9

The main changes during 2016 were:

- New capacity in gas combined cycle plants in Mexico (524 MW);
- Thermal coal: decommission of Longannet in the United Kingdom (2,304MW); and
- Renewable energy: new capacity of 376 MW in the United Kingdom and 208 MW in the United States.

Electricity generation increased during 2016 by 1.4 per cent. compared with 2015 (132,414 GWh in 2016; 130,594 GWh in 2015). In 2016, thermal coal generation decreased by 67.4 per cent., while all the others increased generation: hydroelectric energy by 47.1 per cent., nuclear by 5.4 per cent., gas combined cycle plants by 3.4 per cent., co-generation by 4.6 per cent. and renewable energy by 1.1 per cent.

Of the total electricity generated by the Iberdrola Group in 2016, 61,725 GWh were generated in Spain (a 13.4 per cent. increase compared to 2015), 13,531 GWh in the United Kingdom (a 26.7 per cent. decrease compared to 2015), 17,436 GWh in the United States (a 2.5 per cent. increase compared to 2015), 37,717 GWh in Mexico (a 3.0 per cent. decrease compared to 2015), 639 GWh in Brazil (a 44.9 per cent. increase compared to 2015) and 1,366 GWh in the rest of the world (a 0.4 per cent. decrease compared to 2015).

The breakdown of the Group's generation by technology is shown in the following table:

Net Production (GWh)	2016	2015	% var. 2016-2015
Hydroelectric	19,422	13,205	47.1
Nuclear	24,335	23,082	5.4
Thermal Coal	3,751	11,497	-67.4
Gas combined cycle	51,113	49,436	3.4

Co-generation	1,876	1,793	4.6
Renewable energy	31,917	31,581	1.1
Total	132,414	130,594	1.4

The Iberdrola Group distributed a total of 180,208 GWh in 2016, a 2.2 per cent. increase compared to 2015, Electricity customers under management reached 18.8 million as at 31 December 2016.

NETWORK

In 2016, the regulated business obtained consolidated results of 1,697.1 million euro after tax, contributing 62.7 per cent. to the Group's consolidated results.

Spain

The regulated business in Spain obtained consolidated results of 759 million euro after tax.

As at December 2016, Iberdrola had more than 10.9 million supply points and the total energy distributed amounted to 93,736 GWh, a 0.4 per cent. decrease compared with the same period of the previous year.

United Kingdom

The regulated business in United Kingdom obtained consolidated results of 494.1 million euro after tax.

As at 31 December 2016, Iberdrola distributed to more than 3.5 million customers. The volume of energy distributed during the year 2016 was 33,482 GWh, representing a decline of 1.5 per cent. in relation to the same period of the previous year.

United States

The regulated business in the United States obtained consolidated results of 336.5 million euro after tax.

As at 31 December 2016, Iberdrola USA had 2.4 million electricity supply points. The energy distributed during the year was 37,027 GWh, with an increase of 15.5 per cent. compared with the same period of the previous year.

The number of gas users in the United States as at 31 December 2016 was 1 million, with 53,460 GWh supplied during the period, 68.9 per cent. more than for the same period of the previous year, after the integration of UIL Holdings Corporation.

Brazil

The regulated business in Brazil obtained consolidated results of 107.5 million euro after tax.

As at 31 December 2016, Iberdrola had 2.5 million electricity supply points (in addition, companies belonging to the group Neoenergia, a joint venture, which are not included due to the application of IFRS 11, have 10.8 million supply points).

The decrease in power demand of Brazilian distribution companies was 1.4 per cent., and the number of customers served by the distributors as at 31 December 2016 were 2 million and distributed 15,963 GWh (in addition, companies of the group Neoenergia, which are not included due to the application of IFRS 11, distributed 38,461 GWh, (16,283 GWh with respect to our 39 per cent. shareholding)).

DEREGULATED

In 2016, the non-regulated business obtained consolidated results of 871.8 million euro after tax, contributing 32.2 per cent. to the Iberdrola Group's consolidated results.

Spain

The non-regulated business in Spain obtained consolidated results of 688.6 million euro after tax.

In 2016, the installed capacity of Iberdrola in Spain (excluding Renewables) totalled 19,745 MW.

During 2016, production under the Ordinary Regime (hydroelectric, nuclear, CCGT and coal) decreased by 15.3 per cent., totalling 48,684 GWh. The breakdown of the yearly production by type of technology is as follows:

Production (GWh)	2016	2015	% var. 2016-2015
Hydroelectric	18,510	12,488	-30.7
Nuclear	24,335	23,082	-5.3
Thermal Coal	2,115	3,684	46.5
Gas combined cycle	3,724	2,293	262.2
Co-generation	1,875	1,791	11.2
Total	50,559	43,338	-8.1

United Kingdom

The non-regulated business in the United Kingdom obtained consolidated profit of 19 million euro after tax.

As at 31 December 2016, the installed capacity in the United Kingdom (excluding Renewables) amounted to 2,531 MW. The decrease is mainly the result of closure of Longannet in the first quarter of 2016 a thermal coal facility of 2,304 MW.

With respect to the production deriving from Iberdrola's conventional generation in the United Kingdom, this decreased in 2016 by 5.6 per cent. to 10,455 GWh, from 14,754 GWh in 2015.

Mexico

The non-regulated business in México obtained consolidated results of 176.3 million euro after tax.

The Iberdrola Group is the leading private electricity producer in Mexico, where its installed capacity (excluding Renewables) has reached 5,473 MW.

In 2016, the electrical energy supplied was 36,598 GWh, 8.4 per cent. higher than the figure for 2015.

Other

The non-regulated business in the United States and Canada obtained consolidated losses of 12.2 million euro loss after tax.

The non-regulated business in the United States and Canada incorporates gas assets in the United States and Canadian assets.

RENEWABLES

In 2016, the renewables business obtained consolidated results of 413.2 million euro after tax, contributing 15.3 per cent. to the Group's consolidated results.

As at the end of 2016, the renewables business division (as described above) reported an installed capacity of 14,768 MW, with an operating capacity of 14,183 MW.

Of the 14,768 MW installed at the end of 2016, 60.3 per cent. are placed outside Spain, through geographical diversification process being carried out by Iberdrola.

The geographical split of the wind is as follows: 5,860 MW for Spain, 5,742 MW for the United States, 1,991 MW for the United Kingdom (1,797 MW onshore and 194 MW offshore) and 1,175 MW for the rest of the world.

OTHER BUSINESSES AND CORPORATION

In 2016, Other Businesses obtained consolidated results of 25.3 million euro losses after tax (-0.9 per cent. to the Group's consolidated results), and Corporation obtained consolidated results of 251.8 million euro loss after tax (-9.3 per cent. to the Group's consolidated results).

Other Businesses fell due to (i) the lower margin of the Engineering business as a result of a decrease in activity and (ii) due to the negative contribution and write-off of some real estate assets.

REGULATION

The Iberdrola Group operates in a highly regulated environment. An overview of such laws and regulations is available at pages 222 – 265 of the consolidated management report on the audited consolidated annual financial statements of the Guarantor for the financial year ended 31 December 2016 incorporated by reference herein. An update of such laws and regulations is available at pages 72-81 of the English translation of the unaudited condensed consolidated interim financial statements of the Guarantor for the six months ended 30 June 2017. Although this overview contains all the information that, as at the date of this Offering Circular, Iberdrola considers material in the context of the issue of the Securities, it is not an exhaustive account of all applicable laws and regulations. Prospective investors and/or their advisers should make their own analysis of the legislation and regulations applicable to the Iberdrola Group and of the impact they may have on the Iberdrola Group and any investment in the Securities and should not rely on this overview only. See also “*Risk Factors – Main risk factors associated with the activities of the Iberdrola Group – Regulatory risk*” above.”

Insurance

The Group maintains insurance which provides cover against a number of risks, including property damage, fire, flood, third party liability and business interruption.

However, this insurance does not completely eliminate operational risk, since it is not always possible to transfer it to insurance companies and, in addition, cover is always subject to certain limitations.

Employees

In 2016 and 2015 the Iberdrola Group's average workforce totalled 28,389 and 27,169 respectively.

The average number of employees in the consolidated Group is calculated on the basis of the percentage ownership held by Iberdrola in the jointly controlled entities consolidated using proportionate consolidation and the total number of employees of fully-consolidated subsidiaries.

Board of Directors of Iberdrola, S.A.

As at the date of this Offering Circular, the Board of Directors is made up of the following 14 Directors:

Name	Title	Business address	Date of first appointment	Date of last appointment	Type of Director	Principle activity outside of the Board of Directors of the Guarantor
Mr. José Ignacio Sanchez Galán ⁽¹⁾	Chairman and Chief Executive Officer	Bilbao, Plaza Euskadi 5	21.05.2001	27.03.2015	Executive	Chairman of the boards of directors of the country subholding companies of the Iberdrola Group in the United Kingdom (Scottish Power Limited), the United States of America (Avangrid, Inc., a

Name	Title	Business address	Date of first appointment	Date of last appointment	Type of Director	Principle activity outside of the Board of Directors of the Guarantor
Mr. Íñigo Víctor de Oriol Ibarra ⁽³⁾⁽⁴⁾	Member	Bilbao, Plaza Euskadi 5	26.04.2006	08.04.2016	Other external	NYSE-listed company) and in Brazil (Neoenergia). Member of the Board of Directors of Empresa de Alumbrado Eléctrico de Ceuta, S.A.
Ms. Inés Macho Stadler ⁽¹⁾⁽⁴⁾	Member	Bilbao, Plaza Euskadi 5	07.06.2006	08.04.2016	External Independent	Professor of Economics in the Economics and Economic History Department of Universidad Autónoma de Barcelona.
Mr. Braulio Medel Cámara ⁽⁵⁾	Member	Bilbao, Plaza Euskadi 5	07.06.2006	08.04.2016	External Independent	Chair of Fundación Bancaria Unicaja and member of the Board of Directors of Acerinox, S.A.
Ms. Samantha Barber ⁽¹⁾⁽⁵⁾	Member	Bilbao, Plaza Euskadi 5	31.07.2008	08.04.2016	External Independent	Chair of Scottish Ensemble, vice-chair of Scotland's 2020 Climate Group
Ms. Maria Helena Antolín Raybaud ⁽³⁾	Member	Bilbao, Plaza Euskadi 5	26.03.2010	27.03.2015	External Independent	Vice-chair of the Board of Directors and member of the Management Committee of Grupo Antolin Irausa, S.A.
Mr. Ángel Jesús Acebes Paniagua ⁽¹⁾⁽³⁾	Member	Bilbao, Plaza Euskadi 5	24.04.2012	27.03.2015	External Independent	Chairman and founding partner of Grupo MA Abogados Estudio Jurídico, S.L.
Ms. Georgina Kessel Martínez ⁽²⁾	Member	Bilbao, Plaza Euskadi 5	23.04.2013	28.03.2014	External Independent	Independent director and chair of the Audit Committee of Grupo Financiero Scotiabank Inverlat, and a partner of Spectron E&I.
Ms. Denise Mary Holt ⁽²⁾	Member	Bilbao, Plaza Euskadi 5	24.06.2014	27.03.2015	External Independent	Independent director and member of the Risk Committee of HSBC Bank plc., chair and independent director of M&S Financial Services Ltd.
Mr. José W. Fernández ⁽²⁾	Member	Bilbao, Plaza Euskadi 5	17.02.2015	27.03.2015	External Independent	Partner of Gibson, Dunn & Crutcher, member of the board of directors of the Council of the Americas and of the Center for American Progress.
Mr. Manuel Moreu Munaiz ⁽¹⁾⁽⁵⁾	Member	Bilbao, Plaza Euskadi 5	17.02.2015	27.03.2015	External Independent	Chairman of Seaplace, S.L., sole director of H.I. de Iberia Ingeniería y Proyectos S.L. and Howard Ingeniería y Desarrollo S.L., and member of the Board of Directors of Tubacex, S.A.
Mr. Xabier Sagredo Ormaza ⁽²⁾	Member	Bilbao, Plaza Euskadi 5	08.04.2016	08.04.2016	Other external	Chair of the Board of Trustees of Bilbao Bizkaia Kutxa Fundación Bancaria-Bilbao Bizkaia Kutxa Banku Fundazioa, of BBK Fundazioa and of Fundación Eragintza.
Mr. Juan Manuel González Serna ⁽⁴⁾	Member	Bilbao, Plaza Euskadi 5	31.03.2017	31.03.2017	External Independent	Chairman of the SIRO Group and founding trustee and chairman of Fundación Grupo SIRO
Mr. Francisco Martínez Córcoles	Business CEO	Bilbao, Plaza Euskadi 5	31.03.2017	31.03.2017	Executive	Chairman of Iberdrola España, S.A. and member of the Board of Directors of Iberdrola

Name	Title	Business address	Date of first appointment	Date of last appointment	Type of Director	Principle activity outside of the Board of Directors of the Guarantor
						México, S.A. de C.V., both subholding companies of the Iberdrola Group

- (1) Executive Committee.
- (2) Audit and Risk Supervision Committee.
- (3) Appointments Committee.
- (4) Remuneration Committee
- (5) Corporate Social Responsibility Committee

The Secretary of the Board of Directors is Mr. Julián Martínez-Simancas Sánchez, and the Deputy Secretary of the Board of Directors is Mr. Santiago Martínez Garrido.

There are no potential conflicts of interest between the Board members' duties to Iberdrola and their private interests or other duties. All potential conflict of interest situations involving the Board members were avoided by operation of the procedures set forth in the applicable rules and regulations described in section D.6 of the Annual Corporate Governance Report 2016. In particular, the Regulations of the Board of Directors provide that directors who become involved in a conflict of interest (i) shall give written notice thereof to the Board of Directors, specifically to the Secretary of the Board, and (ii) shall not attend or participate in the deliberation and voting on those matters regarding which the director is involved in a conflict of interest. Additionally, transactions by the Company with directors and significant shareholders shall be subject to the approval of the Board and disclosed in the financial and corporate governance information. Also, conflicts of interest and transactions with senior officers are regulated in the Procedure for Conflicts of Interest and Related-Party Transactions with Senior Officers.

Iberdrola's Annual Corporate Governance Report 2016 is available on the internet at www.iberdrola.com. The Company website also provides further information about the Annual General Shareholders' Meeting, the updated composition of the Board of Directors and its Committees, as well as the curriculum vitae, other activities developed, and interest in the share capital held by each one of the members thereof. Iberdrola's website (www.iberdrola.com) does not form part of this Offering Circular.

Management Structure

The persons responsible for the day-to-day management of Iberdrola and their functions are as follows:

Function	Management
Chairman & Chief Executive Officer (CEO):	Mr. José Ignacio Sánchez Galán
Group Business CEO:	Mr. Francisco Martínez Córcoles
Chief Financial and Resources Officer (CFO):	Mr. José Sainz Armada
Administration and Control Director:	Mr. Juan Carlos Rebollo Liceaga
Director of Legal Services:	Mr. Santiago Martínez Garrido
Corporate Development Director:	Mr. Pedro Azagra Blazquez
Internal Audit Director:	Ms. Sonsoles Rubio Reinoso ⁽¹⁾

- (1) Reporting functionally to the Board's Audit and Risk Supervision Committee.

Material contracts

The material contracts entered into by Iberdrola (other than in its ordinary course of business) and which are relevant to its ability to meet its obligations in respect of the Securities are the Fiscal Agency Agreement and the Deed of Guarantee.

Use of Proceeds

The net proceeds of the issue of the Securities are estimated at €994,850,000.

The net proceeds of the issue of the Securities will be on-lent or deposited with another member of the Group (other than the Guarantor) and used to finance and/or refinance, in whole or in part, Eligible Green Projects.

For the purpose of this section:

“**Eligible Green Projects**” means Renewable Energy Projects and Transmission, Distribution and Smart Grid Projects which meet a set of environmental and social criteria approved both by the Guarantor and by a reputed sustainability rating agency, and are available on the Guarantor’s website (www.iberdrola.es) in the investor relations section.

“**Renewable Energy Projects**” means the financing of, or investments in the development, the construction, repowering and the installation of renewable energy production units for the production of energy through: (i) renewable non-fossil sources and (ii) hydro, geothermal, wind, solar, waves and other renewable energy sources.

“**Transmission, Distribution and Smart Grid Projects**” means the financing of, or investments in the building, the operation and the maintenance of electric power distribution, transmission networks and smart metering systems, that contribute to: (i) connecting renewable energy production units to the general network and (ii) improving networks in terms of demand-size management, energy efficiency and access to electricity.

Taxation

The following is a general description of certain tax considerations relating to the Securities. It does not purport to be a complete analysis of all tax considerations relating to the Securities, whether in the Kingdom of Spain or the Netherlands or elsewhere. Prospective purchasers of Securities should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Securities and receiving payments of interest, principal and/or other amounts under the Securities and the consequences of such actions under the tax laws of those countries. This summary is based upon the law (unpublished caselaw not included) as in effect on the date of this Offering Circular and it does not take into account any developments or amendments thereof after such date, whether or not such developments or amendments have retroactive effect. The language of this Offering Circular is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of this Offering Circular.

The proposed financial transactions tax (“FTT”)

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

The Commission’s Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances. The issuance and subscription of Securities should, however, be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

In the ECOFIN meeting of 17 June 2016, the FTT was discussed between the EU Member States. It has been reiterated in this meeting that participating Member States envisage introducing an FTT by the so-called enhanced cooperation process.

However, the Commission’s Proposal remains subject to negotiation between participating Member States and the scope of any such tax is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and participating Member States may withdraw.

Prospective Holders of the Securities are advised to seek their own professional advice in relation to the FTT.

Foreign Account Tax Compliance Act

Whilst the Securities are in global form and held within Euroclear Bank SA/NV or Clearstream Banking, S.A. (together, the “ICSDs”), it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Securities by the Issuer, the Guarantor, any paying agent and the common depositary, given that each of the entities in the payment chain between the Issuer and the participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an intergovernmental agreement will be unlikely to affect the securities. The

documentation expressly contemplates the possibility that the securities may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to withholding. However, definitive securities will only be printed in remote circumstances.

Taxation in the Netherlands

For the purposes of this section, “the Netherlands” and “Dutch” shall refer solely to the European part of the Kingdom of the Netherlands. Where in this summary English terms and expressions are used to refer to Dutch concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Dutch concepts under Dutch tax law.

This summary assumes that the Issuer is organised, and that its business will be conducted, in the manner outlined in this Offering Circular. A change to such organisational structure or to the manner in which the Issuer conducts its business may invalidate the contents of this summary, which will not be updated to reflect any such change.

Scope

Regardless of whether or not a holder of Securities is, or is treated as being, a resident of the Netherlands, with the exception of the section on withholding tax below, this summary does not address the Dutch tax consequences for a holder of Securities:

- (i) having a substantial interest in the Issuer or a deemed substantial interest in the Issuer for Dutch tax purposes. Generally, a person holds a substantial interest if (a) such person – either alone or, in the case of an individual, together with his partner or any of his relatives by blood or by marriage in the direct line (including foster-children) or of those of his partner for Dutch tax purposes – owns or is deemed to own, directly or indirectly, 5% or more of the shares or of any class of shares of the Issuer, or rights to acquire, directly or indirectly, such an interest in the shares of the Issuer or profit participating certificates relating to 5% or more of the annual profits or to 5% or more of the liquidation proceeds of the Issuer, or (b) such person's shares, rights to acquire shares or profit participating certificates in the Issuer are held by him following the application of a non-recognition provision;
- (ii) who is a private individual and who may be taxable in box 1 for the purposes of Dutch income tax (*inkomstenbelasting*) as an entrepreneur (*ondernemer*) having an enterprise (*onderneming*) to which the Securities are attributable, or who may otherwise be taxable in box 1 with respect to benefits derived from the Securities;
- (iii) which is a corporate entity and a taxpayer for the purposes of Dutch corporate income tax (*vennootschapsbelasting*), having a participation (*deelneming*) in the Issuer (such a participation is generally present in the case of an interest of at least 5% of the Issuer’s nominal paid-in capital);
- (iv) which is a corporate entity and an exempt investment institution (*vrijgestelde beleggingsinstelling*) or investment institution (*beleggingsinstelling*) for the purposes of Dutch corporate income tax, a pension fund, or otherwise not a taxpayer or exempt for tax purposes;
- (v) owns Securities in connection with a membership of a management board or a supervisory board, an employment relationship, a deemed employment relationship or management role;
- (vi) which is a corporate entity and a resident of Aruba, Curaçao or Sint Maarten; or
- (vii) which is not considered the beneficial owner (*uiteindelijk gerechtigde*) of the Securities and/or the benefits derived from the Securities.

This summary does not describe the Dutch tax consequences for a person to whom the Securities are attributed on the basis of the separated private assets provisions (*afgezonderd particulier vermogen*) in the Dutch Tax Act 2001 (*Wet inkomstenbelasting 2001*) and/or the Dutch Gift and Inheritance Tax Act 1956 (*Successiewet 1956*).

Withholding tax

All payments made by the Issuer under the Securities may be made free from withholding or deduction of or for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Income tax

Resident holders

A holder who is a private individual and a resident, or treated as being a resident of the Netherlands for the purposes of Dutch income tax, must record Securities as assets that are held in box 3. The value of his Securities forms part of the yield basis for purposes of box 3 taxation. A deemed benefit, which is determined on the basis of progressive rates starting from 2.87% up to 5.39% per annum of this yield basis, is taxed at the rate of 30%. Actual benefits derived from or in connection with his Securities are not subject to Dutch income tax. The rates mentioned in this paragraph may change.

Non-resident holders

If a holder of Securities is an individual who is neither resident nor deemed to be resident in the Netherlands for purposes of Dutch income tax, he will not be subject to Dutch income tax in respect of any benefits derived or deemed to be derived from or in connection with Securities, except if:

- (i) he derives profits from an enterprise, whether as an entrepreneur or pursuant to a co-entitlement to the net value of such enterprise, other than as a shareholder, and such enterprise is carried on, in whole or in part, through a permanent establishment or a permanent representative in the Netherlands, and his Securities are attributable to such permanent establishment or permanent representative; or
- (ii) he derives benefits or is deemed to derive benefits from or in connection with Securities that are taxable as benefits from miscellaneous activities performed in the Netherlands.

Corporate income tax

Resident holders

A holder which is a corporate entity, or an entity, including an association, a partnership and a mutual fund, taxable as a corporate entity, and, for the purposes of Dutch corporate income tax, a resident, or treated as being a resident, of the Netherlands, is generally subject to Dutch corporate income tax and taxable in respect of benefits derived from the Securities at rates of up to 25%.

Non-resident holders

A holder which is a corporate entity, or an entity, including an association, a partnership and a mutual fund, taxable as a corporate entity, and, for the purposes of Dutch corporate income tax, is neither a resident, nor treated as being a resident, of the Netherlands, will not be subject to Dutch corporate income tax in respect of any benefits derived or deemed to be derived from or in connection with Securities, except if:

- (i) it derives profits from an enterprise which is carried on, in whole or in part, through a permanent establishment or a permanent representative which is taxable in the Netherlands, and to which permanent establishment or permanent representative its Securities are attributable; or

- (ii) it derives profits pursuant to a co-entitlement to the net value of an enterprise which is managed in the Netherlands, other than as a holder of securities, and to which enterprise its Securities are attributable.

Gift and inheritance tax

Resident holders

Dutch gift tax or Dutch inheritance tax (*schenk- of erfbelasting*) will arise in respect of an acquisition (or deemed acquisition) of Securities by way of a gift by, or on the death of, a holder of Securities who is a resident, or treated as being a resident, of the Netherlands for the purposes of Dutch gift and Dutch inheritance tax.

For purposes of Dutch gift tax and Dutch inheritance tax, a gift of Securities made under a condition precedent is deemed to be made at the time the condition precedent is satisfied.

Non-resident holders

No Dutch gift tax or Dutch inheritance tax will arise in respect of an acquisition (or deemed acquisition) of Securities by way of a gift by, or on the death of, a holder of Securities who is neither a resident, nor treated as being a resident, of the Netherlands for the purposes of Dutch gift and inheritance tax, except if, in the event of a gift whilst not being a resident nor being a deemed resident in the Netherlands for purposes of Dutch gift tax or Dutch inheritance tax, the holder of Securities becomes a resident or a deemed resident in the Netherlands and dies within 180 days after the date of the gift.

Registration taxes and duties

No Dutch registration tax, transfer tax, stamp duty or any other similar documentary tax or duty, other than court fees, is payable in the Netherlands in respect of or in connection with the execution and/or enforcement (including by legal proceedings and including the enforcement of any foreign judgment in the courts of the Netherlands) of the documents relating to the issue of Securities, the performance by the Issuer of its obligations under such documents or under Securities, or the transfer of Securities, except that Dutch real property transfer tax may be due upon an acquisition, in connection with Securities, of real property situated in the Netherlands, (an interest in) an asset that qualifies as real property situated in the Netherlands, or (an interest in) a right over real property situated in the Netherlands, for the purposes of Dutch real property transfer tax.

Taxation in the Kingdom of Spain

Payments made by the Issuer

On the basis that the Issuer is not resident in the Kingdom of Spain for tax purposes and does not operate in the Kingdom of Spain through a permanent establishment, branch or agency, all payments of principal and interest in respect of the Securities can be made free of any withholding or deduction for or on account of any taxes in the Kingdom of Spain of whatsoever nature imposed, levied, withheld, or assessed by the Kingdom of Spain or any political subdivision or taxing authority thereof or therein, in accordance with applicable Spanish law.

Under certain conditions, withholding taxes may apply to Spanish taxpayers when a Spanish resident entity or a non-resident entity that operates in the Kingdom of Spain through a permanent establishment in the Kingdom of Spain is acting as depository of the Securities or as collecting agent of any income arising from the Securities.

Payments made by the Guarantor

In the opinion of the Guarantor, any payments of principal and interest made by the Guarantor under the Guarantee may be characterised as an indemnity and, accordingly, be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the Kingdom of Spain or any political subdivision or authority thereof or therein having power to tax.

However, although no clear precedent, statement of law or regulation exists in relation thereto, in the event that the Spanish Tax Authorities take the view that the Guarantor has validly, legally and effectively assumed all the obligations of the Issuer under the Securities subject to and in accordance with the Guarantee, they may attempt to impose withholding tax in the Kingdom of Spain on any payments made by the Guarantor in respect of interest. Such interest withholding tax shall not apply when the recipient is either (a) resident for tax purposes in a Member State of the European Union, other than the Kingdom of Spain, not acting through a territory considered as a tax haven pursuant to Spanish law (currently set out in Royal Decree 1080/1991, of 5 of July) nor through a permanent establishment in the Kingdom of Spain, provided that such person submits to the Guarantor the relevant tax residence certificate, issued by the competent Tax Authorities, each certificate being valid for a period of one year beginning on the date of the issuance, or (b) resident in a country which has entered into a Tax Treaty with the Kingdom of Spain which provides for the exemption from withholding of interest paid under the Securities, provided that such person submits to the Guarantor the relevant tax resident certificate, issued by the competent Tax Authorities, each certificate being valid for a period of one year beginning on the date of the issuance. Tax treaties could eliminate or reduce this hypothetical withholding taxation.

Taxation in Luxembourg

The comments below are intended as a basic summary of certain withholding tax consequences in relation to the purchase, ownership and disposal of the Securities under Luxembourg law. Persons who are in any doubt as to their tax position should consult a professional tax adviser.

Withholding tax and Self-Applied Tax

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to certain individual Holders or so-called residual entities, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to certain individual Holders or so-called residual entities, upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Securities.

Luxembourg non-resident individuals

Under the Luxembourg laws dated 21 June 2005 (the “Laws”) implementing the Savings Directive and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (“EU”), a Luxembourg based paying agent (within the meaning of the Laws) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual or certain “residual entities” resident or established in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for the exchange of information or, in case of an individual beneficiary, the tax certificate procedure. “Residual entities” within the meaning of Article 4.2 of the Savings Directive are entities established in a Member State or in certain EU dependent or associated territories which are not legal persons (the Finnish and Swedish companies listed in Article 4.5 of the Savings Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation, which are not and have not opted to be treated as UCITS recognised in accordance with the Council

Directive 85/611/EEC, as replaced by the European Council Directive 2009/65/EC, or similar collective investment funds located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands.

The current withholding tax rate is 35 per cent. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

The European Commission has proposed certain amendments to the Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Luxembourg resident individuals

In accordance with the law of 23 December 2005, as amended (the “Law”) on the introduction of a withholding tax on certain interest payments on savings income, interest payments made by Luxembourg paying agents (defined in the same way as in the Savings Directive) to Luxembourg individual residents or to certain residual entities that secure interest payments on behalf of such individuals (unless such entities have opted either to be treated as UCITS recognised in accordance with the European Council Directive 85/611/EEC, as replaced by the European Council Directive 2009/65/EC, or for the exchange of information regime) are subject to a 10 per cent. withholding tax.

Pursuant to the Law Luxembourg resident individuals, acting in the framework of their private wealth, can opt to self-declare and pay a 10 per cent. tax on interest payments made after 31 December 2007 by paying agents (defined in the same way as in the Savings Directive) located in an EU Member State other than Luxembourg, a Member State of the European Economic Area other than an EU Member State or in a State or territory which has concluded an international agreement directly related to the Savings Directive.

Subscription and Sale

Crédit Agricole Corporate and Investment Bank (“CACIB”), HSBC Bank plc (“HSBC”) and Banco Bilbao Vizcaya Argentaria, S.A., Banco Santander, S.A., Barclays Bank PLC, BNP Paribas, ING Bank N.V., J.P. Morgan Securities plc, MUFG Securities EMEA plc and Unicredit Bank AG (together with CACIB and HSBC, the “Joint Bookrunners”) have, pursuant to a Subscription Agreement dated 15 November 2017, agreed with the Issuer and the Guarantor, subject to the satisfaction of certain conditions, to subscribe the Securities at 100.00 per cent. of their principal amount less certain commissions. In addition, the Issuer has agreed to reimburse the Joint Bookrunners for certain of their expenses, and has agreed to indemnify the Joint Bookrunners against certain liabilities in connection with the issue of the Securities. The Subscription Agreement entitles CACIB and HSBC, on behalf of the Joint Bookrunners, to terminate it in certain circumstances prior to payment being made to the Issuer.

General

Neither the Issuer nor the Guarantor nor any Joint Bookrunner has made any representation that any action will be taken in any jurisdiction by the Joint Bookrunners or the Issuer or the Guarantor that would permit a public offering of the Securities, or possession or distribution of this Offering Circular (in preliminary or final form) in any country or jurisdiction where action for that purpose is required. Each Joint Bookrunner has agreed that it will comply to the best of its knowledge and belief in all material respects with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Securities or has in its possession or distributes this Offering Circular (in preliminary or final form), in all cases at its own expense unless agreed otherwise.

United States

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Securities are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Joint Bookrunner has represented and agreed that, except as permitted by the Subscription Agreement, it has not offered, sold or delivered and will not offer, sell or deliver the Securities, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date (as defined in the Subscription Agreement) within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Securities within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

United Kingdom

Each Joint Bookrunner has represented, warranted and undertaken to the Issuer and the Guarantor that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated in the United Kingdom any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act, as amended (the “FSMA”) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

The Netherlands

The Securities are not and may not be offered in the Netherlands other than to persons or entities who or which are qualified investors as defined in the Prospectus Directive 2003/71/EC, as amended.

The Kingdom of Spain

Neither the Securities nor this Offering Circular and its contents have been approved or registered in the administrative registries of the Spanish Securities Markets Commission (*Comisión Nacional del Mercado de Valores*). Accordingly, the Securities may not be offered, sold, distributed or re-sold in the Kingdom of Spain except in circumstances which do not constitute a public offering of securities in the Kingdom of Spain within the meaning of Article 35 of the Restated Text of the Spanish Securities Market Law (*texto refundido de la Ley del Mercado de Valores aprobado por el Real Decreto Legislativo 4/2015, de 23 de octubre*) Article 38 of Royal Decree 1310/2005 of 4 November (*Real Decreto 1310/2005 de 4 de noviembre*), and supplemental rules enacted thereunder or in substitution thereof from time to time.

General Information

1. Application has been made for the Securities to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market.
2. Each of the Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Securities and the Guarantee.
3. The issue of the Securities was duly authorised by a resolution of the Board of Directors of the Issuer dated 26 October 2017 and the giving of the Guarantee by the Guarantor was duly authorised by a resolution of the Executive Committee of the Board of Directors of the Guarantor dated 7 November 2017 following the delegation of powers approved by resolutions dated 31 March 2017 of (i) the General Shareholders' Meeting of the Guarantor under item 17 of the agenda and (ii) the Board of Directors of the Guarantor.
4. There has been no significant change in the financial or trading position of the Issuer and there has been no material adverse change in the financial position or prospects of the Issuer, in each case since 31 December 2016. There has been no significant change in the financial or trading position of the Guarantor or the Group since 30 September 2017 and there has been no material adverse change in the financial position or prospects of the Guarantor or the Group since 31 December 2016.
5. Neither the Issuer nor the Guarantor nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or the Guarantor are aware) in the 12 months preceding the date of this Offering Circular which may have or have in such period had a significant effect on the financial position or profitability of the Issuer, the Guarantor or the Group.
6. Each Security and Coupon will bear the following legend: "*Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the U.S. Internal Revenue Code of 1986*".
7. The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg which are the entities in charge of keeping the records. The International Securities Identification Number (ISIN) for the Securities is XS1721244371 and the Common Code is 172124437.
8. So long as the Securities are listed on the Official List and admitted to trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange shall so require, copies (and English translations where the documents in question are not in English) of the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), in hard copy from the registered office of the Issuer and from the specified offices of the Paying Agents:
 - a. the Fiscal Agency Agreement (which includes the form of the Global Securities, the definitive Securities, the Coupons, the Receipts and the Talons), the Guarantee and the Deed of Covenant and the Subscription Agreement;
 - b. the articles of association of the Issuer and the by-laws (*estatutos*) of the Guarantor (with English translations);
 - c. an English translation of each of the independent auditors' report and audited consolidated annual financial statements and consolidated management report of the Guarantor for the financial year ended 31 December 2016 and the auditors' report and independent audited consolidated annual financial statements of the Guarantor for the financial year ended 31 December 2015;

- d. an English translation of the unaudited condensed consolidated interim financial statements of the Guarantor for the six months ended 30 June 2017;
- e. an English translation of the unaudited interim financial statements of the Guarantor for the nine months ended 30 September 2017;
- f. the independent auditor's report and audited non-consolidated annual financial information of Issuer for the financial years ended 31 December 2016 and 2015; and
- g. a copy of this Offering Circular together with any Supplement to this Offering Circular.

This Offering Circular is available for viewing at the Luxembourg Stock Exchange at www.bourse.lu and www.iberdrola.com. Any website mentioned in this Offering Circular shall not form part of this Offering Circular.

- 9. Ernst & Young, S.L. has audited the accounts of the Guarantor in accordance with IFRS for 2015 and 2016 without qualification.
- 10. Ernst & Young Accountants LLP has audited the accounts of the Issuer with generally accepted accounting principles in the Netherlands for both 2015 and 2016 without qualification.
- 11. Ernst & Young, S.L. is registered in the *Registro Oficial de Auditores de Cuentas* (Official Registry of Auditors). Ernst & Young Accountants LLP are members of the Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*), the Dutch accountants board. Neither Ernst & Young, S.L. nor Ernst & Young Accountants LLP has any material interest in the Issuer or the Guarantor.
- 12. KPMG Auditores, S.L. (independent auditors) located at Paseo de la Castellana 259C, 28046 Madrid, Spain, and registered in the Official Registry of Accounting Auditors (*Registro Oficial de Auditores de Cuentas*), has been appointed as the new independent auditor of the Guarantor for 2017, 2018 and 2019 (replacing Ernst & Young, S.L.), pursuant to the resolution of the shareholders' meeting of the Guarantor held on 31 March 2017.
- 13. KPMG Accountants N.V., independent auditors, with their address at Laan van Langerhuize 1, 1186 DS Amstelveen, the Netherlands is subject to inspection by the Autoriteit Financiële Markten ("AFM"). The AFM has granted KPMG Accountants N.V. a license to perform financial statement audits of public interest entities. The auditor who signs on behalf of KPMG Accountants N.V. is a member of the Dutch Professional Organization for Accountants (*Nederlandse Beroepsorganisatie van Accountants*). KPMG Accountants N.V. has been appointed as the new independent auditor of the Issuer for 2017, 2018 and 2019 (replacing Ernst & Young Accountants LLP), pursuant to the resolution of the shareholders' meeting of the Issuer held on 4 July 2017.
- 14. Certain of the Joint Bookrunners and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, the Guarantor and/or their affiliates in the ordinary course of business. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Joint Bookrunners and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Joint Bookrunners and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or

financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

15. From (and including) the Issue Date to (but excluding) the First Reset Date, the yield on the Securities will be 1.876 per cent. per annum. The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

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