BASE PROSPECTUS



COLONIAL SFL, SOCIMI, S.A.

(formerly known as Inmobiliaria Colonial, SOCIMI, S.A.)

(incorporated as a limited liability company (*sociedad anónima*) in the Kingdom of Spain)

€7,000,000,000
Euro Medium Term Note Programme

The Central Bank of Ireland (the "**Central Bank**"), as competent authority under Regulation (EU) 2017/1129 has approved this base prospectus (the "**Base Prospectus**"). The Central Bank of Ireland only has approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval is not to be considered as an endorsement of the issuer that is the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes (as defined below).. This Base Prospectus is valid for a period of twelve months from the date of approval. Consequently, the validity of this Base Prospectus will expire on 15 October 2027. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid. Application will be made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the Bearer Notes (as defined below) issued under the Euro Medium Term Note Programme (the "**Programme**") within twelve months after the date hereof by Colonial SFL, SOCIMI, S.A. (formerly known as Inmobiliaria Colonial, SOCIMI, S.A.) (the "**Issuer**", "**Colonial SFL**" or the "**Company**" and together with its consolidated subsidiaries, "**we**", "**us**", "**our**" or the "**Group**", unless otherwise indicated or the context otherwise requires) to be admitted to the official list ("**Official List**") and to trading on the regulated market of Euronext Dublin. The regulated market of Euronext Dublin is a regulated market (a "**EU MiFID Regulated Market**") for the purposes of Directive 2014/65/EU, as amended ("**EU MiFID II**").

References in the Base Prospectus to the Notes being "listed" (and all related references) shall mean that such Notes have been admitted to listing on Euronext Dublin or the Spanish regulated AIAF Fixed Income Securities Market ("**AIAF**"), as applicable. Such approval for admission to trading relates only to the issue of Notes under the Programme during the period of twelve months after the date hereof which are to be admitted to trading on a regulated market for the purposes of EU MiFID II and/or which are to be offered to the public in any Member State of the European Economic Area (the "**EEA**"). The Programme also permits Book-entry Notes (as defined below) to be issued on the basis that they will be admitted to trading on AIAF.

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €7,000,000,000 (or its equivalent in other currencies, subject to increase as provided below). The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the applicable Final Terms (as defined below), save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant specified currency indicated in the applicable Final Terms (as defined below) and save that the minimum denomination of each Note admitted to trading on a regulated market situated or operating within the EEA and/or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Notice of the aggregate nominal amount of Notes, interest payable in respect of Notes and the issue price of Notes will be set out in the Final Terms which will also complete information set out in the terms and conditions applicable to each Tranche (as defined in "*Terms and Conditions of the Bearer Notes*" and "*Terms and Conditions of the Book-entry Notes*", respectively), as required. Copies of the Final Terms relating to Book-entry Notes which are listed on the AIAF will be available on the website of the Issuer (*www.colonial-sfl.com*), at the Specified Office (as defined below) of the Spanish Paying Agent (as defined in "*Terms and Conditions of the Book-entry Notes*") and published on the website of the CNMV (*www.cnmv.es*). Copies of the Final Terms relating to Bearer Notes which are listed on Euronext Dublin will be available free of charge on the website of the Issuer (*www.colonial-sfl.com*) and at the Specified Office (as defined below) of the Fiscal Agent (as defined in "*Terms and Conditions of the Bearer Notes*").

Any notes under this Programme may be issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) ("**Book-entry Notes**"), or in bearer form ("**Bearer Notes**", and together with the Book-entry Notes, the "**Notes**").

Each Series (as defined below) of Bearer Notes will be represented on issue by a temporary global note in bearer form (each a "**Temporary Global Note**") or a permanent global note in bearer form (each a "**Permanent Global Note**" and together with the Temporary Global Notes, the "**Global Notes**"). If the Global Notes are stated in the applicable Final Terms to be issued in new global note ("**NGN**") form, the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"). Global notes which are not issued in NGN form ("**Classic Global Notes**" or "**CGNs**") will be deposited on the issue date of the relevant Tranche with a common depositary on behalf of Euroclear and Clearstream, Luxembourg (the "**Common Depositary**"). The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "*Summary of Provisions Relating to the Bearer Notes while in Global Form*".

Each Tranche (as defined below) of Book-entry Notes will be registered with the Spanish *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal* ("**Iberclear**") as managing entity of the central registry of the Spanish clearance and settlement system (the "**Spanish Central Registry**"). Consequently, no global certificates will be issued in respect of such Book-entry Notes. Clearing and settlement relating to the Book-entry Notes, as well as payment of interest and redemption of principal amounts, will be performed within Iberclear's account-based system.

Tranches of Notes issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued or endorsed by a credit rating agency established in the European Union and registered under Regulation (EU) No 1060/2009 (as amended) on credit rating agencies (the "**EU CRA Regulation**") or which is certified under the EU CRA Regulation will be disclosed in the relevant Final Terms. A list of rating agencies registered under the EU CRA Regulation can be found on the website of the European Securities and Markets Authority. 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.

Prospective investors should have regard to the factors described under the section headed "*Risk Factors*" in this Base Prospectus.

Arranger

BNP PARIBAS

Dealers

BNP PARIBAS	**CaixaBank**	**Crédit Agricole CIB**
IMI – Intesa Sanpaolo	**Natixis**	**Société Générale Corporate & Investment Banking**

The date of this Base Prospectus is 15 October 2026.

IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation and for the purpose of giving information with regard to the Issuer and the Group and the Notes which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

Final Terms/Drawdown Prospectus

Each Tranche (as defined below) of Notes will be issued on the terms set out below under "Terms and Conditions of the Notes" (the "**Conditions**") as supplemented by a document specific to such Tranche called final terms (the "**Final Terms**") or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") as described under "*Final Terms and Drawdown Prospectuses*" below.

Other relevant information

This Base Prospectus is to be read in conjunction with all the documents which are incorporated below by reference (see "*Documents Incorporated by Reference*"). In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Unauthorised information

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (as defined in "*General Description of the Programme*"). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Group since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no significant change in the financial position or performance of the Group or no material adverse change in the prospects of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme 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 Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

Copies of Final Terms

Copies of the Final Terms relating to Bearer Notes which are listed on Euronext Dublin will be available free of charge on the website of the Issuer (*www.colonial-sfl.com*) and at the Specified Office (as defined below) of the Fiscal Agent (as defined in "*Terms and Conditions of the Bearer Notes*"). Copies of the Final Terms relating to Book-entry Notes which are listed on the AIAF will be available on the website of the Issuer (*www.colonial-sfl.com*), at the Specified Office (as defined below) of the Spanish Paying Agent (as defined in "*Terms and Conditions of the Book-entry Notes*") and published on the website of the CNMV (*www.cnmv.es*).

Restrictions on distribution

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*".

In particular, the Notes have not been, and will not be, registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States, and Notes in bearer form are subject to U.S. tax law requirements. The Notes may not be offered, sold

or (in the case of Notes in bearer form) delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from the registration requirements of the Securities Act. Neither this Base Prospectus nor any Final Terms constitutes an offer of, or an invitation by or on behalf of the Issuer or the Arranger or the Dealers to subscribe for, or purchase, any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the issuer.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Legal investment considerations

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 (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended ("**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS – If the Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"). Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

EU Benchmarks Regulation

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates as specified in the relevant Final Terms. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011, as amended (the "**EU Benchmarks Regulation**"). If any such reference rate does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority's ("**ESMA**") pursuant to Article 36 (*Register of administrators and benchmarks*) of the EU Benchmarks Regulation. The registration status of any administrator under the EU Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

ESG considerations

None of the Issuer, the Arranger, the Dealers nor their respective affiliates is responsible for any third party social, environmental and sustainability assessment of the Notes or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including in relation to Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the "**EU Taxonomy Regulation**") and any related technical screening criteria, Regulation (EU) 2023/2631 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds (the "**EU Green Bond Regulation**"), Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector ("**SFDR**") and any implementing legislation and guidelines, or any similar legislation in the United Kingdom) or any requirements of such labels as they may evolve from time to time. None of the Arranger, the Dealers or any of its respective affiliates is responsible for the use of proceeds for any Notes issued as Green Bonds (as defined below), nor the impact or monitoring of such use of proceeds. Morningstar Sustainalytics provided a second party opinion (the "**Second Party Opinion**") on the Green Financing Framework (as defined below), assessing the alignment of the Green Financing Framework with the Green Bond Principles published by the International Capital Markets Association.

The Second Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit, market, or other aspects of an investment in any Notes, including without limitation market price, marketability, investor preference or suitability of any security. The Second Party Opinion is a statement of opinion, not a statement of fact. None of the Arranger, the Dealers or their respective affiliates has conducted any due diligence on the Group's Green Financing Framework or the Second Party Opinion, and no representation or assurance is given by any of the Arranger, the Dealers or any of its respective affiliates as to the suitability or reliability of the Second Party Opinion or any opinion or certification of any third party made available in connection with an issue of Notes issued as Green Bonds. As of the date of this Base Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. The Second Party Opinion and any other such opinion or certification is not, nor should be deemed to be, a recommendation by any of the Arranger, the Dealers or any of its respective affiliates to buy, sell or hold any such Notes and is current only as of the date it was issued.

The Group's Green Financing Framework or the Second Party Opinion may also be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. The Green Financing Framework and the Second Party Opinion, as amended or updated from time to time, will be made available on the Issuer's website (*https://www.colonial-sfl.com/en/shareholders-and-investors/fixed-income/green-bonds/framework*). The Group's Green Financing Framework, the Second Party Opinion and any other such opinion or certification does not form part of, nor is incorporated by reference in, this Base Prospectus. In the event any such Notes are, or are intended to be, listed or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Notes.

The Notes may not satisfy an investor's requirements or any future legal or industry standards for investment in assets with sustainability characteristics. Investors should conduct their own assessment of the Notes from a sustainability perspective. Investors should note that the net proceeds of the issue of the Notes will be used for general corporate purposes, unless otherwise specified in the relevant Final Terms.

Stabilisation

In connection with the issue of any Tranche (as defined in "*Terms and Conditions of the Bearer Notes*" and "*Terms and Conditions of the Book-entry Notes*", respectively), the Dealer or Dealers (if any) named as the stabilising manager(s) (the "**Stabilising Manager(s)**") (or any person acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Product classification pursuant to Section 309B of the Securities and Futures Act 2001 of Singapore

The Final Terms in respect of any Notes may include a legend entitled "*Singapore Securities and Futures Act Product Classification*" which will state the product classification of the Notes pursuant to Section 309B(1) of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**"). The Issuer will make a determination in relation to each such issue about the classification of the Notes being offered for the purposes of Section 309B(1)(a) and Section 309B(1)(c) of the SFA. Any such legend included on the relevant Final Terms will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

Programme Limit

The aggregate nominal amount of Notes outstanding under the Programme will not at any time exceed €7,000,000,000 and, for this purpose, any Notes denominated in another currency shall be translated into Euro at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement). The maximum aggregate nominal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement.

Certain definitions

In this Base Prospectus, unless otherwise specified or the context otherwise requires, 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.

Certain figures included in this Base Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

EU MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes may include a legend entitled "*EU MiFID II Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the EU MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**EU MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the EU MiFID Product Governance Rules.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes may include a legend entitled "*UK MiFIR Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to UK MiFIR (as defined herein) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

FORWARD-LOOKING STATEMENTS

This Base Prospectus includes statements that are, or may be deemed to be, forward-looking statements. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "anticipates", "believes", "estimates", "expects", "intends", "may", "plans", "projects", "should" or "will", or, in each case, their negative or other variations or comparable terminology, or by discussions of strategy, plans, targets, objectives, goals, future events or intentions. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Base Prospectus and include, but are not limited to, statements regarding the Issuer's intentions, beliefs or current expectations concerning, among other things, the Issuer's projections about its future results of operations, financial condition, liquidity, performance, prospects, anticipated growth, strategies, plans, opportunities, trends and the market in which it operates.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements are not guarantees of future performance and the actual results of our operations and the development of the markets and the industry in which we operate, may differ materially from those described in, or suggested by, the forward-looking statements contained in this Base Prospectus. The Issuer undertakes no obligation to update these forward-looking statements and will not publicly release any revisions it may make to these forward-looking statements that may occur due to any change in the Issuer's expectations or to reflect events or circumstances after the date of this Base Prospectus, except where required by applicable law. Given the uncertainty inherent in forward-looking statements, prospective investors are cautioned not to place undue reliance on these statements.

The Dealers assume no responsibility or liability for, and make no representations, warranty or assurance whatsoever in respect of, any of the forward-looking statements contained in this Base Prospectus.

ALTERNATIVE PERFORMANCE MEASURES

The financial data included in this Base Prospectus, in addition to the conventional financial performance measures established by IFRS-EU, contain certain alternative performance measures ("**APMs**") that include, among others, Consolidated EBITDA, EPRA NTA, Market Value of Assets (or Gross Asset Value), Gross Financial Debt, Net Financial Debt, Group's Loan to Value and like-for-like valuation of the Group's assets that are presented for purposes of providing investors with a better understanding of Colonial SFL's financial performance, cash flows or financial position as they are used by Colonial SFL when managing its business.

Such measures have not been prepared in accordance with IFRS-EU, have been extracted or derived from the accounting records or other management systems of the Group, have not been audited and should not be considered as a substitute for those required by IFRS-EU and may not be comparable to similarly titled APMs of other companies.

In evaluating the APMs, investors should carefully consider the financial statements incorporated by reference in this Base Prospectus.

For an explanation and reconciliation of these APMs, see section entitled "Alternative Performance Measures" on pages 43 to 54 of the 2026 Interim Consolidated Directors' Report and pages 89 to 100 of the 2025 Consolidated Management Report.

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GENERAL DESCRIPTION OF THE PROGRAMME

The following general description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this document and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.

Words and expressions defined in the "Forms of the Bearer Notes", "Terms and Conditions of the Bearer Notes" and "Terms and Conditions of the Book-entry Notes" shall have the same meanings in this general description. References to numbered "Bearer Conditions" and "Book-entry Conditions" are to the relevant numbered conditions in the "Terms and Conditions of the Bearer Notes" and "Terms and Conditions of the Book-entry Notes", respectively.

Information relating to Colonial SFL, SOCIMI, S.A.

Issuer:	Colonial SFL, SOCIMI, S.A.
Description:	Euro Medium Term Note Programme.
Arranger:	BNP PARIBAS.
Dealers:	BNP PARIBAS, CaixaBank, S.A., Crédit Agricole Corporate and Investment Bank, Intesa Sanpaolo S.p.A., Natixis and Société Générale. The Issuer may from time to time terminate the appointment of any Dealers under the Programme or appoint additional dealers either in respect of a single Tranche or in respect of the Programme.
Fiscal Agent:	Deutsche Bank AG, London Branch.
Size:	Up to EUR7,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time. The Issuer may, subject to the fulfilment of certain conditions, increase the size of the Programme from time to time.
Distribution:	Subject to applicable selling restrictions, Notes may be distributed on a syndicated or non-syndicated basis.
Currencies:	Notes may be denominated in Euro or in any other currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.
Maturities:	Any maturity as indicated in the applicable Final Terms, subject to such minimum or maximum maturity as may be allowed or required from time to time by any relevant competent authority, market operator or any applicable laws or regulations. Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial

Services and Markets Act 2000, as amended (the "**FSMA**") by the Issuer.

Denomination:

The minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant specified currency indicated in the applicable Final Terms (as defined below) and the regulations of the applicable securities system in which the Notes are issued and save that the minimum denomination of each Note admitted to trading on a regulated market situated or operating within the EEA and/or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency). No Bearer Notes will be issued with tradeable amounts less than the minimum denomination specified in the relevant Final Terms.

Method of Issue:

The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in one or more Series (which may be issued on the same date or which may be issued in more than one Tranche on different dates). The Notes may be issued in Tranches on a continuous basis with no minimum issue size, subject to compliance with all applicable laws, regulations and directives. Further Notes may be issued as part of an existing Series.

Form of Notes:

Bearer Notes and Book-entry Notes.

Registration, clearing, settlement, title and transfer:

The Bearer Notes may be issued in bearer form, with or without interest coupons.

Bearer Notes will, unless otherwise specified in the applicable Final Terms, initially be represented by a Temporary Global Note without interest coupons attached, deposited: (a) in the case of a global note which is not intended to be issued in new global note form (a "**Classic Global Note**" or "**CGN**"), as specified in the relevant Final Terms, with or on behalf of a Common Depositary located outside the United States for Euroclear and Clearstream, Luxembourg; or (b) in the case of a global note which is intended to be issued in new global note form (a "**New Global Note**" or "**NGN**"), as specified in the relevant Final Terms, with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Interests in a Temporary Global Note will be exchangeable for interests in a permanent global Note in bearer form, without coupons (a "**Permanent Global Note**").

The Book-entry Notes will be registered with the Spanish *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal* (Iberclear), which is the Spanish Central Securities Depository, with its registered address at Plaza de la Lealtad, 1, 28014, Madrid, Spain. Holders of a beneficial interest in the Book-entry Notes who do not have, directly or indirectly through their custodians, a participating account with Iberclear may participate in the Book-entry Notes through bridge accounts maintained by each of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") with Iberclear.

Title to the Book-entry Notes will be evidenced by book-entries and each person shown in the central registry (the "**Spanish Central Registry**") managed by Iberclear or in the registries maintained by the respective participating entities (*entidades participantes*) in Iberclear (the "**Iberclear Members**") as being the holder of the Book-entry Notes shall be

	considered the holder of the principal amount of the Book-entry Notes recorded therein. The "**Holder**" of a Book-entry Note means the person in whose name such Note is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book and "**Noteholder**" shall be construed accordingly and when appropriate, means owners of a beneficial interest in the Book-entry Notes. The Book-entry Notes will be issued without any restrictions on their free transferability. Consequently, the Book-entry Notes may be transferred and title to the Book-entry Notes may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Member) upon registration in the relevant registry of each Iberclear Member and / or Iberclear itself, as applicable. Each Holder will be treated as the legitimate owner (*titular legítimo*) of the relevant Book-entry Notes for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the Holder.
Issue Price:	Notes may be issued at their principal amount or at a discount or premium to their principal amount. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.
Interest:	Notes may be interest bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate. The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both.
Fixed Rate Notes:	Fixed interest will be payable in arrear on the date or dates in each year, specified in the relevant Final Terms.
Floating Rate Notes:	Floating Rate Notes will bear interest set separately for each Series at a rate determined (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as supplemented, amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms)) as published by the International Swaps and Derivatives Association, Inc. or the latest version of ISDA 2021 Interest Rate Derivatives Definitions, including each Matrix (as defined therein) (and any successor thereto), as specified in the relevant final terms, each as published by ISDA (or any successor) on its website (*http://www.isda.org*), on the date of issue of the first Tranche of the Notes of such Series; or (ii) by reference to EURIBOR, SONIA, SOFR or €STR, as specified in the relevant Final Terms, as adjusted for any applicable margin. Interest periods will be specified in the relevant Final Terms.
Zero coupon Notes:	Zero Coupon Notes will be offered or sold at a discount to their original nominal amount and will not bear interest.
Partial redemption:	The Final Terms issued in respect of each issue of Notes which are redeemable in two or more instalments will set out the date on which, and the amounts in which, such Notes may be redeemed.
Payments in respect of Book-	Payments in respect of the Book-entry Notes (in terms of both principal and interest) will be made by transfer to the registered account of the relevant

entry Notes:	Holder maintained by or on behalf of it with a bank that has access to the T2 System, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Member at close of business on the day immediately preceding the Business Day on which the payment of principal or interest, as the case may be, falls due. Holders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Member to receive payments under the relevant Notes. None of the Issuer or the Spanish Paying Agent or, if applicable, the Dealers will have any responsibility or liability for the records relating to payments made in respect of the Notes.
Redemption:	The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons) or that such Notes will be redeemable at the option of the Issuer (either in whole or in part) and/or the Noteholders, and if so the terms applicable to such redemption.
Taxation:	All payments of principal and interest in respect of the Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Noteholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note in certain circumstances (please refer to Condition 12 (*Taxation*)).
Negative Pledge:	The Notes will contain a negative pledge as more fully set out in Condition 5 *(Negative Pledge).*
Covenants:	The Notes will contain a covenant given by the Issuer to ensure that its unencumbered total assets value will be at least equal to its unsecured debt as more fully set out in Condition 6 (*Covenants*).
Cross Default:	The Notes will contain a cross default in respect of Indebtedness of the Issuer and certain of its Material Subsidiaries as more fully set out in Condition 13(d) (*Events of Default*).
Disclosure of Information in Connection with Payments:	Under Spanish Law 10/2014 of 26 June on the management, supervision and solvency of credit institutions ("**Law 10/2014**"), and Royal Decree 1065/2007 of 27 July establishing information obligations in relation to preferential holdings and other debt instruments and certain income obtained by individuals resident in the European Union and other tax rules as amended by Royal Decree 1145/2011 of 29 July ("**Royal Decree 1065/2007**"), interest payments in respect of Bearer Notes or Book-Entry Notes (in case of Non-Spanish tax resident investors or Spanish Corporate Income Tax Payers) should be paid gross provided that certain information requirements are met. In particular, the Issuer shall receive an information statement in the form provided for under article 44.4 in respect of the Book-entry notes and in the form provided for under article 44.5 in respect of the Bearer Notes, as further described under "*Spanish SOCIMI Regime and Taxation*".

	If for any reason the Issuer does not receive the required information described under "*Spanish SOCIMI Regime and Taxation*", the Issuer may be required to withhold tax at the current rate of 19 per cent. In that event, the Issuer will not pay any additional amounts with respect to any such withholding tax. A summary of the procedures to collect the above referenced information is set out in "*Spanish SOCIMI Regime and Taxation*". None of the Arranger, the Dealers and the Clearing Systems assume any responsibility therefore.
Governing Law:	Bearer Notes: Save as described below, the Bearer Notes, the Agency Agreement and any non-contractual obligations arising out of or in connection with the Bearer Notes are governed by English law. The status of the Bearer Notes as described in Condition 4 (*Status*) is governed by Spanish law. Book-entry Notes: Save as described below, the Book-entry Notes, the Agency Agreement and any non-contractual obligations arising out of or in connection with the Book-entry Notes are governed by English law. The Spanish Agency Agreement and the title, transfer and status of the Book-entry Notes as described in Condition 3 (*Form, Denomination and Title*) and Condition 4 (*Status*), respectively, are governed by Spanish law.
Clearing Systems:	Euroclear and/or Clearstream, Luxembourg (in respect of the Bearer Notes), and such additional clearing system(s) as may be specified in the relevant Final Terms, and Iberclear (in respect of the Book-entry Notes).
Listing and admission to trading:	This Base Prospectus has been approved by the Central Bank as competent authority under the Prospectus Regulation. The Central Bank only approves this Base Prospectus as meeting the requirements imposed under European Union law pursuant to the Prospectus Regulation. Application has been made to Euronext Dublin for the Bearer Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List and to trading on the regulated market of Euronext Dublin. Book-entry Notes may be admitted to trading on AIAF. Unlisted Notes will not be issued under the Programme.
Selling Restrictions:	United States, Prohibition on sales to EEA retail investors, Prohibition on sales to UK retail investors, United Kingdom, Republic of Italy and Singapore. See "*Subscription and Sale*". **The Notes 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 ("Regulation S").**

Status:	The Notes will constitute (subject to the provisions of Condition 5 (*Negative Pledge*)) senior, unconditional, unsubordinated, and unsecured obligations of the Issuer and in the event of insolvency (*concurso*) of the Issuer (unless they qualify as subordinated debts under Article 281 of the consolidated text of the Spanish Insolvency Law approved by Royal Legislative Decree 1/2020 of 5 May (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (as amended from time to time, including without limitation, by virtue of Law 16/2022, of 5 September, the "**Spanish Insolvency Law**") or equivalent legal provision which replaces it in the future and subject to any legal and statutory exceptions) will rank at least *pari passu* without any preference among themselves and with all other outstanding, unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer, present and future, in accordance with the credits rank established by the Spanish Insolvency Law.
Risk Factors:	Prospective investors should understand the risks of investing in any type of Note before they make their investment decision. They should make their own independent decision to invest in any type of Note and as to whether an investment in such Note is appropriate or proper for them based upon their own judgment and upon advice from such advisers as they consider necessary. For a description of certain risks involved in investing in the Notes, see "*Risk Factors*". Risk factors are designed both to protect investors from investments from which they are not suitable and to set out the financial risks associated with an investment in a particular type of Note.
Use of Proceeds:	The net proceeds of the issue of each Tranche of Notes will be used (i) for the general corporate purposes of the Group, including the repayment of existing indebtedness of the Group, in which case "General Corporate Purposes" will be specified in the section entitled "*Reasons for the Offer*" in the applicable Final Terms, (ii) to finance and/or refinance new or existing Eligible Green Projects, in which case the relevant Notes will be identified as "Green Bonds" in the title of the Notes and "Eligible Green Projects" will be specified in the section entitled "*Reasons for the Offer*" in the applicable Final Terms or (iii) as otherwise specified, in respect of any particular Tranche of Notes, in the applicable Final Terms in the section entitled "*Reasons for the Offer*". See "*Use of Proceeds*".
Representation of holders of the Notes:	In accordance with Condition 17 (*Meetings of Noteholders; Modification and Waiver*) (in respect of the Bearer Notes) and Condition 16 (*Meetings of Noteholders; Modification and Waiver*) (in respect of the Book-entry Notes), Schedule 1 (*Provisions for Meetings of Noteholders*) of the Agency Agreement (as defined below) contains provisions for convening meetings of holders of Notes to consider any matter affecting their interests.
Rating:	Tranches of Notes may be rated or unrated and if rated, such rating(s) will be specified in the relevant Final Terms and it shall also be specified if the relevant credit rating agency is or is not established in the European Union and whether such agency is or is not registered under the EU CRA Regulation. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the

EEA but is endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA but is certified under the EU CRA Regulation.

A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

RISK FACTORS

The Issuer believes that the following risk factors may affect its ability to fulfil its obligations under the Notes. Risk factors which are material for the purpose of assessing the market risks associated with the Notes are also described below.

The Issuer believes that the risk factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons which may not be considered significant risks by the Issuer based on information currently available or which it may not currently be able to anticipate. In addition, the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. In particular, there are certain other risks, which are considered to be less important or because they are more general risks, such as for example, the Group's increased dependence on IT systems, risks associated with the Issuer's subsidiaries or minority investments and risks related to court and out-of-court claims, which have not been included in this Base Prospectus in accordance with Regulation (EU) 2017/1129. In addition, in the future, risks that are currently unknown or not considered relevant by the Issuer might also have a material adverse effect on the Group's business, results of operations and/or financial position. If any such risk should occur, the price of the Issuer's securities may decline, and investors could lose all or part of their investment.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and the information incorporated by reference therein and reach their own views prior to making any investment decision.

Before making an investment decision with respect to any Notes, prospective investors should consult their own stockbroker, bank manager, legal counsel, accountant or other financial, legal and tax advisers and should consider carefully whether an investment in the Notes is suitable for them in light of the information in this Base Prospectus and their personal circumstances.

In this Base Prospectus, those risk factors that the Issuer believes are the most material as at the date of this Base Prospectus have been presented first in each category. The order of presentation of the remaining risk factors in each category in this Base Prospectus is not intended to be an indication of the probability of their occurrence or of their potential effect on the Issuer's ability to fulfil its obligations under the Notes.

RISKS RELATING TO OUR BUSINESS

Our business may be affected by adverse conditions in the Spanish and French economies and the global economy

As of the date of this Base Prospectus, the location of our real estate assets is primarily concentrated in Spain (Madrid and Barcelona) and France (Paris). For the six-month period ended 30 June 2026, 60% and 40% of our total revenue came from France and Spain, respectively. We almost exclusively operate in the office rental market in the cities of Barcelona, Madrid and Paris (13%, 27% and 60% of our rental revenue for the six-month period ended 30 June 2026, respectively). In addition, according to the valuations of our Property Portfolio made by independent appraisers, as at 30 June 2026, 12%, 25% and 63% of the total value of the assets of the Group were located in Barcelona, Madrid and Paris, respectively. Additionally, as at 30 June 2026, 2% of the total value of the assets was allocated to investments in third-party capital-business through investment vehicles, such as, among others, Science and Innovation Districts, SOCIMI, S.A. and HQ America, SOCIMI, S.A. Also, as at 30 June 2026, 25%, 42% and 33% of the surface area of the Group's office rental properties (a total surface area of 1,098,846 square metres) were located in Barcelona, Madrid and Paris, respectively. As a result, our business is particularly exposed to adverse economic conditions in Spain and France.

As the real estate markets are typically cyclical in nature and follow the performance of the wider economy, we are exposed to any factors that adversely affect the Spanish and French economy and, particularly, the economic conditions in Madrid, Barcelona and Paris.

As of the date of this Base Prospectus, the global economic outlook and the geopolitical environment remains highly uncertain. The escalation of the armed conflict in the Middle East, in particular, following the recent intensification of cross-border hostilities, as well as the prolongation of the war in Ukraine as a result of Russia's invasion, could have a negative impact on the economic outlook for the world, the European Union, Spain and France. In addition, escalating trade tensions between the United States and the European Union and China, particularly through the

imposition of tariffs, continue to pose a significant risk. Any of these adverse economic conditions, as well as the uncertainty surrounding them, could have an adverse effect on business confidence and on the global economy generally, which in turn could negatively affect the Group's business.

Furthermore, while the European Central Bank ("**ECB**") had maintained its three key interest rates in recent years, on 11 June 2026, the ECB decided to raise these by 25 basis points and subsequently, on 10 September 2026, the ECB raised these again by a further 25 basis points, with effect from 16 September 2026. These increases were mainly driven by inflationary pressures generated as a result of the ongoing conflicts in the Middle East and are aimed at stabilising inflation at 2% in the medium term. Elevated or higher interest rates could adversely affect any unhedged floating rate financial debt of the Group from time to time, the Group's ability to obtain new financing or the maintenance of our credit ratings (see "*—Risks relating to our financing—We rely on debt financing for a significant part of our funding needs*" and "*—Risks relating to our financing—A decrease in credit rating could adversely affect the Group*"), the indebtedness capacity of our clients (see "*—We are dependent on a small number of large tenants and assets for a significant part of our revenue*"), as well as yields and consequently the valuation of the Group's assets (see "*—The valuation of our real estate asset portfolio may deteriorate as a result of a number of factors*").

In 2025, gross domestic product ("**GDP**") in Spain and France grew by 2.7% and 0.9%, respectively (sources: INE and INSEE). In the second quarter of 2026, GDP in Spain increased by 0.7% and recorded no growth in France, in each case, when compared to the previous quarter (sources: INE and INSEE). However, GDP growth in Spain is expected to reach 2.1% in 2026 before gradually decelerating to 1.8% in 2027 (source: *International Monetary Fund "World Economic Outlook Update: Global Economy in Crosscurrents of War and Technology" published in July 2026*). GDP growth in France is expected to reach 0.6% in 2026 while it is projected to further increase to 0.9% in 2027, reflecting modest economic expansion (source: *International Monetary Fund "World Economic Outlook Update: Global Economy in Crosscurrents of War and Technology" published in July 2026*).

Furthermore, in Spain and France, political and social instability has increased during recent years. In Spain, general elections are scheduled to take place on 29 November 2026, the outcome of which is uncertain. In France, political instability has intensified significantly as a result of parliamentary fragmentation, with no single party holding a significant majority, resulting in frequent changes of prime minister in recent years. If political tensions re-emerge or intensify, this could have a negative impact on both the financial conditions and the current macroeconomic scenarios in Spain and France.

Any such adverse conditions and related uncertainties, as well as the potential future deterioration of such adverse conditions, may have a negative impact on investor confidence, consumer spending, levels of employment, rental revenues, vacancy rates and real estate values, demand for office space, financing costs or the ability of our tenants to meet their rental payment obligations and, accordingly, could have a material adverse effect on our financial condition, business, prospects and results of operations.

Our activities are concentrated in the letting of offices and, in particular, in the letting offices in the central business districts of Paris, Madrid and Barcelona

Our core business is the management and development of buildings, mainly offices, to rent and, where the opportunity arises, to sell such buildings. Furthermore, we also acquire and develop urban real estate property for leasing operations, as well as manage certain financial investments. We manage and develop buildings for rental, mainly offices in the central business district ("**CBD**") in Paris, Madrid and Barcelona. As at 30 June 2026, the letting of offices represented 95% of our rental income and 97% of this income originated from rents obtained in the CBD and the city centre ("**City Centre**"). Furthermore, as at 30 June 2026, 96% of the total value of our Property Portfolio was located in the CBD and the City Centre. Consequently, changes in trends of preference about the offices' location or types could have a material adverse effect on our financial condition, business, prospects and results of operations.

In particular, office letting activities may be affected by, among other factors, a general slowdown of the economy, the toughening of conditions for the Group's clients to access financing or a change in established working patterns in tenants' businesses through a sustained shift to "working from home" and "remote working/meeting" arrangements on an extended or permanent basis. This could result in a decrease in demand of spaces from tenants, which could have a material adverse effect on the Group's financial condition, business, prospects and results of operations.

The valuation of our real estate asset portfolio may deteriorate as a result of a number of factors

Twice a year, we engage independent appraisers to prepare a valuation of all assets that form part of our Property Portfolio. As stated in Note 5.1 of Colonial SFL's interim consolidated financial statements for the six-month period ended 30 June 2026, which are incorporated by reference into this Base Prospectus, as at 30 June 2026, the assets comprising our Property Portfolio were valued individually by Savills and Cushman & Wakefield in Spain, and CB Richard Ellis Valuation and BNP Paribas in France in accordance with the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards ("**RICS**") and with the International Valuation Standards (IVS) published by the International Valuation Standard Council (IVSC). On 30 June 2026, the aggregated valuations made by such independent appraisers amounted to €12,082 million, a 1.0% decrease when compared to the valuation as at 31 December 2025 (€12,203 million). Such decrease reflects net divestments of €351 million completed during the six-month period ended 30 June 2026, which more than offset a 1.9% like-for-like increase in valuations as at 30 June 2026 compared with 31 December 2025.

The Group books, periodically (every half year), the corresponding revaluation or impairment as a result of adjusting the carrying amount of each of the assets at their fair value in accordance with the International Accounting Standard 40–Investment Property ("**IAS 40**"). This value is determined by taking as reference the values attributed to each of the properties by independent appraisers. As at 30 June 2026, the Group recognised in the consolidated income statement ("changes in value of investment property") an investment property revaluation gain for the six-month period ended 30 June 2026 amounting to €123 million, based on the valuations made by the independent appraisers as at 30 June 2026. That revaluation gain relates to assets held throughout the period and should be read together with the reduction in the aggregate value of the Property Portfolio described above, which resulted from the divestments completed during the period.

The revaluation gain, which was recorded in both France and Spain, is the result of the increase in the appraisal value of those assets held throughout the period, and does not reflect the overall reduction in the aggregate value of the Property Portfolio referred to above. However, any downward revision of the valuation of our Property Portfolio may require us to record a loss in our financial statements, which, in turn, could have a material adverse effect on our financial condition, business, prospects and results of operations.

If interest rates were to continue to increase, the market value of real estate assets, including commercial land could decrease, as well as causing the costs associated with financing debt with a variable interest rate to increase, receiving lower yields than expected or even having to carry out divestments at lower prices (see "*—Relative illiquidity of real estate assets which could prevent timely divestments*"). As disclosed in the Issuer's interim consolidated financial statements for the six-month period ended 30 June 2026, in a scenario where rental incomes remain unchanged, a change of 25 basis points in the yields applied in valuing the Group's real estate assets would result in those assets being valued at €12,496 million (in the case of a decrease of 25 basis points) or €11,286 million (in the case of an increase of 25 basis points), compared with €11,867 million on an unchanged yield basis, representing a movement of approximately 5% in either direction.

Moreover, other factors such as issues or delays concerning new planning and urban developments or obtaining the necessary licences, a decrease in clients' demand, regulatory changes, price increases and other factors, some of which may be beyond our control, could also have an adverse effect on the market value of our Property Portfolio.

Additionally, while independent appraisers carry out their valuation applying mainly objective market criteria to each asset, real estate valuation is inherently subjective and relies on a number of assumptions based on the features of each property. This is in part because all property valuations are made on the basis of assumptions which may not prove to be accurate (particularly in periods of volatility or low transaction flow in the commercial real estate market), and in part because of the individual nature of each property. Therefore, property valuations might not accurately reflect the current market value of the Property Portfolio at a certain time. In the event that certain information, estimates or assumptions used by such independent appraisers turn out to be inaccurate or incorrect, this could cause their valuations of our Property Portfolio to be materially incorrect and may require such valuations to be revised. Any of these factors could have a material adverse effect on the Group's financial condition, business, prospects and results of operations.

Relative illiquidity of real estate assets which could prevent timely divestments

Real estate assets may be illiquid for a number of reasons, including, among other factors, fluctuations in demand or the unsuitability of assets to meet the requirements of investors (as at 30 June 2026, the assets comprising our

Property Portfolio were valued at an amount of €12,082 million by independent appraisers). Furthermore, the volume of investment in the office real estate sector during 2025, while higher than in 2024, remained well below the average of the last decade (*source: CBRE: "European Real Estate Market Outlook 2026" published on 13 January 2026*), which has complicated asset divestment transactions.

Additionally, we could have difficulties to realise the actual value of some of our assets and be forced to lower the sale price or to keep them in the portfolio for a longer period than expected. The illiquidity of the investments may limit our capacity to adapt our Property Portfolio to potential circumstantial changes.

Any of these factors could have a material adverse effect on our financial condition, business, prospects and results of operations.

We operate in a highly competitive sector

The real estate sector in Spain and France is highly competitive and very fragmented, and new real estate companies face low barriers to entry. Our competitors in Spain are typically companies operating locally but also include international companies. The Group competes in the prime office segment mainly with international investment funds, sovereign wealth funds and listed property investment companies (*SOCIMIs*) and other asset managers.

In France, we operate in a highly competitive sector and compete with numerous market participants such as (i) investors with a strong capital base such as insurance companies, real estate investment funds (OPCI) and real estate investment companies (SCPI) or sovereign wealth funds, and (ii) investors whose funding sources are sufficiently diversified, such as certain other French listed real estate companies (*Société d'Investissement Immobilier Cotée or "**SIIC**"*).

Any of these competitors in the Spanish and French markets may be larger in size and have greater financial resources than we have. This high competitiveness could lead to an oversupply of property, or a decline in prices, including an oversupply of rental properties in the office and residential real estate sector and a decrease in rental levels. Furthermore, an elevated number of competitors in the industry may, at certain times and for certain projects, impede the Group's acquisition of new assets for its rental business. Also, our competitors could adopt similar business models regarding rent, development and acquisition, which could reduce our competitive advantage.

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

The success of our business depends on our ability to retain existing tenants or acquire new ones

Our core business is the management and development of buildings, mainly offices to rent and, where the opportunity arises, to sell such buildings. If, in the context of our main activity, we fail to adequately manage our tenant base, including if we are unable to retain our current tenants due to the non-renewal of their lease agreements upon expiry, failing to meet tenants' needs or failing to adapt to new market trends and where we are unable to find new tenants, there is a risk that they will become vacant, resulting in a decrease in our revenues. As at 30 June 2026, the average lease term in our Property Portfolio (calculated until the first break-option prior to the expiration date) was approximately 5.6 years for leases located in Paris (5.8 years as at 31 December 2025), approximately 4.1 years for leases located in Barcelona (4.1 years as at 31 December 2025) and approximately 2.6 years for leases located in Madrid (3.0 years as at 31 December 2025).

Even if we enter into new lease agreements with our existing tenants or new tenants, there is a risk that we may have to do so on less favourable terms due to prevailing market conditions at the time of entering into such new leases or other reasons, resulting in a decrease in our revenues.

As at 30 June 2026, the EPRA Occupancy for our Property Portfolio stood at 94% (92% as at 31 December 2025). In particular, as at such date, the EPRA Occupancy for our assets in Barcelona was 84%, which is higher than the figure as at 31 December 2025 (83%), mainly due to Torre Marenostrum and Travessera de Gracia 47. In Madrid, the EPRA Occupancy for our assets stood at 94% (88% as at 31 December 2025), resulting in an increase since 31 December 2025, primarily driven by leases signed at assets such as Madnum, Paseo de la Castellana 52 and The Window. In Paris, the EPRA Occupancy for our assets stood at 96% (95% as at 31 December 2025), resulting in an increase since 31 December 2025, mainly due to the leases signed at Edouard VII, Charles de Gaulle and Cézanne Saint-Honoré.

However, there can be no assurance that we will be able to maintain such levels of occupancy for our Property Portfolio in the future due to, among other factors the toughening of conditions for of the Group's clients to access financing (see "*—We are dependent on a small number of large tenants and assets for a significant part of our revenue*"), changes in offices preference trends or in the work patterns established by our clients (see "*—Our activities are concentrated in the letting of offices and, in particular, in the letting offices in the central business districts of Paris, Madrid and Barcelona*") could have a negative impact on the demand for the assets comprising the Group's Property Portfolio which, in turn could adversely impact the Group's occupancy levels and profitability of the Group's office assets.

As at 30 June 2026, 86% of our Property Portfolio (in terms of total square metres) was under letting (with the remaining 14% being in the project phase). Notwithstanding the above, we cannot assure that we will be able to successfully let those properties in our Property Portfolio that move from the project phase to the letting phase. Therefore, a number of factors such as potential disruptions in the supply chain of raw and other building materials and an increase in the cost of these materials (see "*—Our business may be affected by adverse conditions in the Spanish and French economies and the global economy*"), could have a material adverse effect on the cost, timing and expected returns of projects that the Group may have under development.

Any of the above could have a material adverse impact on our financial condition, business, prospects and results of operations.

We are dependent on a small number of large tenants and assets for a significant part of our revenue

A small number of tenants currently account for a significant part of our revenue. As at 31 December 2025, and on the basis of the lease agreements in force at that date, twenty tenants represented 39% of our Analytical Rental Income, which represented 33% of our revenue from investment properties. As at the same date, our largest tenant represented 6% of our Analytical Rental Income, which represented 5% of our revenue from investment properties. As at 31 December 2025, public sector companies who are tenants represented 3% of our Analytical Rental Income and 3% of our revenue from investment properties.

Our real estate business depends on the solvency and liquidity of our tenants, as well as on their indebtedness capacity. A tenant may from time to time experience financial difficulties, a decrease of its capacity to access financing or may become insolvent, which could result in its failure to meet payment obligations, or at all. If we experience a significant rate of delinquency in the payment of rent or if we are unable to collect overdue rent, or if our reserves for these purposes prove inadequate, this could have a material adverse effect on our financial condition, business, prospects and results of operations.

The Group's tenant base is composed mainly of companies of recognised standing and financial solvency, with a low history of impairment losses on trade receivables, even during periods of financial crisis. As at 30 June 2026, provisions for impairment of trade receivables amounted to €7.6 million (€7.2 million as at 31 December 2025), with no significant overdue balances unprovisioned. Notwithstanding the foregoing, the Group cannot guarantee that this situation will continue in the future, particularly in relation to its most significant tenants, a default of which would have a proportionately greater impact on the Group's revenue.

Moreover, if we were unable to retain any of our large tenants or if we were unable to replace them with other tenants on substantially similar terms, this could have a material adverse effect on our financial condition, business, prospects and results of operations.

A small number of assets represent a significant part of the Group's rental income. As at 30 June 2026, five assets of the Group represented approximately 26% of our Analytical Rental Income in Spain (22% as at 31 December 2025) and three assets represented approximately 44% of our Analytical Rental Income in France (42% as at 31 December 2025). The asset "Madnum" represented approximately 8% of the Group's Analytical Rental Income in Spain and the asset "Edouard VII" represented approximately 16% of the Group's Analytical Rental Income in France as at 30 June 2026.

If, for any reason, any of these assets were destroyed, rendered inoperative or damaged for any reason, or the Group could not replace them with other assets under similar conditions, and the maximum amounts of the corresponding insurance policies taken out by the Group for these circumstances were not sufficient, there could be a substantial negative impact on the activities, results and financial position of the Group.

Our business requires significant expenditure

In order to avoid a loss of value of the Group's real estate assets, the Group regularly carries out maintenance and repair work as well as work aimed at modernising its properties to increase their attractiveness or to comply with regulatory changes, such as new energy saving regulations, all of which requires significant levels of investment (see "*—Risks relating to our financing—We rely on debt financing for a significant part of our funding needs*"). The success of our business is dependent on such investments ultimately yielding the targeted return. For the six-month period ended 30 June 2026, we invested a total amount of €100.6 million in real estate development or refurbishment projects (including €5.9 million of capitalised financial expenses), which represented 0.8% of the total value of our Property Portfolio (an increase of 18.7% when compared to the six-month period ended 30 June 2025). In the event of a delay in the date of entry into operation of such assets, or in the event that the rents agreed under new leases are lower than expected, this could have a material adverse impact on the expected return on investments, activities, results and/or financial situation of the Group. In particular, as a result of supply chain delays, the Group's business forecasts could be adversely impacted.

Additionally, the need to obtain and maintain the necessary administrative licences and authorisations for the execution of the Group's development and refurbishment projects (including planning permits and activity licences) could result in delays or an increase in associated costs.

Moreover, there are significant expenditures associated with the holding and managing of a property over time, such as taxes, service charges, insurance, maintenance and refurbishment costs and such expenditures are difficult to predict or may unexpectedly increase. During the six-month period ended 30 June 2026, such costs represented 9% of the Group's revenue during such period (7% for the year ended 31 December 2025).

While we pass on the majority of these costs to tenants in accordance with applicable law and contractual conditions applicable to each tenant through increased rents, this could make it more difficult to renew lease agreements with our existing tenants and making our value offering less attractive to new tenants, resulting in a decline in our competitiveness in the rental sector. Supply chain disruptions may also compromise business forecasts.

Any of the above could have a material adverse impact on our financial condition, business, prospects and results of operations.

Our business may be affected by environmental and climate change-related policies

Over recent years, main European economies have reached a series of agreements and have established common objectives in order to promote the "European Green Deal", the aim of which is to promote and achieve the energy transition. In this context, the demands and expectations of the Group's stakeholders are increasingly aligned with the common objectives of European countries to fight climate change. Therefore, the Group's financial and non-financial performance depends increasingly on the assessment made by stakeholders as to the degree of compliance by the Group with these requirements and applicable laws or regulations.

As a result, the Group has implemented various measures in relation to climate change, including: (i) the implementation of an Environmental, Social and Governance ("**ESG**") strategy within its business model; and (ii) the implementation of a strategic decarbonisation plan and its alignment with the principles established in the Paris agreement in 2015, which includes the Group's commitment to make its office portfolio carbon neutral by 2030 (having already achieved a 57% reduction in the Group's carbon emissions between 2021 and 2025).

Furthermore, 100% of the bonds issued by the Group are classified as "green bonds", which imposes a series of requirements, including allocating the proceeds to finance "Eligible Green Projects" (see also "*Use of Proceeds*" and "*Green Financing Framework of Colonial SFL*"). In addition, as at 30 June 2026, the Group had credit lines and loans in an aggregate amount of €2,509 million indexed to ESG indicators of which €2,085 million was undrawn and available in full. Even though any breach thereof would not constitute an early redemption event or affect the availability of the Group's existing credit lines, this could result in an upward adjustment of the applicable margin depending on the performance of such ESG indicators.

As of 30 June 2026, and as part of the Group's objective to implement high energy certification standards into its buildings and obtain the best energy ratings, 100% of its office portfolio in operation met the highest level of energy certifications, such as LEED or BREEAM, which we expect to allow us to have more attractive assets to lease and

to obtain higher yields from them, despite the increase in investment and operating costs, green energy acquisition expenses or new material costs that this may cause.

However, there can be no assurance that we will be able to maintain the same level of compliance with environmental or climate change-related obligations in the future. In the event that, among other things, we do not comply with the decarbonisation plan, if any of the properties in our Property Portfolio cause an environmental damage or if there is an increase or change in the demands of customers or stakeholders in environmental matters that we cannot meet, it could have a material adverse impact on our financial condition, business, prospects and results of operations.

In addition, the implementation of these policies, as well as obtaining energy certifications (and maintaining of thereof) require high levels of investment in assets. In particular, the Group estimates that maintaining high sustainability standards across its Property Portfolio would require capital expenditure of approximately €40.2 million per year. Taking into account the internal carbon price established by the Group, the cost of the Group's carbon emissions amounted to €5.1 million in 2025. Such investment, if reduced, could have a negative impact on the Group's ability to: (i) obtain new financing; (ii) comply with its obligations under existing financial contracts; (iii) raise capital; (iv) maintain Colonial SFL's corporate image; or (v) access to the spaces that are most demanded by clients as a result of their sustainable components. Furthermore, the potential impact of failing to maintain the Property Portfolio's high sustainability standards is estimated, in terms of financing, at a reduction in rental income of €22.3 million and a potential increase of 5 to 10 basis points in terms of financial cost, which, applied to the Group's Gross Financial Debt as at 30 June 2026, would be equivalent to a potential annualised impact of approximately €4 million.

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

We may engage in acquisitions, investments and disposals as part of our strategy

The success of the Group's business depends, among other factors, on the possibility of continuing to acquire properties with economic potential and/or at attractive prices, as well as the capacity to integrate and commercialise the newly acquired properties. Therefore, if in the future the Group could not carry out acquisitions of assets due to, *inter alia*, underfunding or difficulties in negotiating for their return, or could not acquire property under favourable conditions, its growth could be limited.

The Group may on occasion undertake acquisitions of companies or businesses and real estate assets, and we cannot guarantee that future acquisitions will be successful or, if successful, that they will generate the expected profits for the Group. The Group makes its investment decisions based on expected rental revenues of a property. If a property fails to achieve such rental revenues, this could result in a materially reduced return on investment.

Before acquiring new properties, the Group carries out technical analysis and due diligence on the structural situation of the new properties and, if necessary, the existence of harmful environmental impacts. However, it is possible that certain damages or quality deficiencies may not be observed, or that the extent of these types of problems may not be completely evident and/or that the deficiencies may not become noticeable until after the acquisition.

Therefore, acquisitions of companies or businesses and real estate assets, whether completed or not or those that could be carried out in the future, imply a series of risks. For example, the companies of the Group could be faced with unforeseen events, liabilities, vices or defects of a material nature relating to assets acquired or businesses unknown to the Group and that were not disclosed during the due diligence processes (e.g., the possible termination of contracts as a result of a change of control) or difficulties in the integration of acquired operations, which could cause disruptions or redundancies. If any of these risks were to occur, this could, among other things, require the Group to incur higher-than-anticipated costs (which could even make it necessary to make adjustments in the business) and require a level of dedication and attention from our management and staff which could stretch our resources or prevent them from being deployed in other areas of our business, which could have an adverse effect on our revenues.

The management and control of these companies may result in risks associated with a plurality of owners and/or managers of such acquisitions of companies or businesses, and for those cases in which we have an interest in third parties of less than 100%. We may have non-controlling interests in third parties, in which case we may not be able to impose policies or management models on such entities or, ultimately, participate in its management. As at 30 June 2026, such non-controlled interests in third parties represented approximately 2% of the Group's assets.

Notwithstanding the foregoing, the Issuer expects that activities conducted through non-controlled investees may increase in the future. The Group's participation in such entities, including its representation on their governing bodies, could ultimately give rise to various forms of liability for the Issuer in connection with the management of such entities.

In addition, the management of such entities may entail risks associated with the existence of multiple shareholders and/or managers. In particular, the Issuer may be unable to impose its management policies or criteria or to play a decisive role in the making of significant decisions in entities where the Issuer does not currently hold, or may not hold in the future, a controlling interest. Consequently, the management and decisions of such entities may not be aligned with the Group's business model and strategy.

Therefore, the revenues, profits and synergies derived from the acquisition of companies or businesses by the Group may not be in line with those expected or may not materialise. The Group also disposes of real estate assets from time to time as part of its strategy. During the six-month period ended 30 June 2026, the Group completed divestments with a total sale value of €359 million. Disposals may not be completed on the terms or within the timeframe anticipated, may be completed at prices below the appraised value of the relevant assets, and reduce the rental income generated by the Property Portfolio. In addition, the Group may be required to give representations, warranties and indemnities to purchasers, under which claims may subsequently be made against the Group.

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

We are required to comply with laws and regulations associated with holding and managing real estate

As a group operating in the real estate sector, we are required to comply with Spanish, French and EU laws and regulations, which laws and regulations relate to, among other things, property, land use, development, zoning, health, safety, taxation regarding real estate assets and stability requirements and environmental compliance. These laws and regulations often provide broad discretion to the administering authorities and the relevant authorities in Spain, France and the European Union could impose sanctions if we do not comply with such laws or regulations.

Compliance with such laws and regulations could lead to increased expenditure associated with property, which might adversely affect our expected return. Moreover, these laws and regulations are subject to change (some of which may, exceptionally, be retrospective), which could adversely affect, among other matters, existing planning consents, costs of property ownership, costs of property transfer, the capital value of our assets and/or our rental income. Such changes may also adversely affect our ability to use a property as initially intended and could also cause us to incur increased capital expenditure or running costs to ensure compliance with such new applicable laws or regulations, which may not be recoverable from tenants. In addition, in order to be able to operate our real estate assets, we must obtain or renew certain occupancy and activity licences from the municipal authorities. Any delay or failure to obtain these licences could expose us to claims or have an adverse effect on our revenues.

Furthermore, while we strive to ensure that the materials we use in the refurbishment of our real estate assets are compliant with applicable legislation, such materials might not be compliant, which could expose us to claims or other adverse actions.

Any of the above could have a material adverse impact on our financial condition, business, prospects and results of operations.

Our insurance coverage might be insufficient to cover our costs and liability in relation to our real estate assets

The Group's real estate assets are subject to the general risk of damage that could occur as a result of various causes, whether natural or not, such as fires or floodings. If such real estate assets become unusable as a result, this could result in a loss of rental income.

The Group could also incur liability vis-à-vis third parties for construction defects of any kind or in relation to the construction process and/or the materials used in the construction or refurbishment of our property assets or of assets previously owned or developed by us and which we have sold or transferred to third parties. These claims could also be brought in relation to possible defects in such assets caused by actions or omissions of third parties which we engage, such as architects, engineers, building contractors or subcontractors or as a result of accidents that may occur in any of the Group's assets as well as for damage caused within the properties by third parties.

While we have insurance in place to cover legal costs or potential damages against us and our directors and management as well as against us in relation to our real estate assets in certain cases, such insurance may not be adequate to cover all of the significant costs resulting from such legal claims. Moreover, we can provide no assurance that our current liability insurance coverage will continue to be available on commercially acceptable terms, and the insurer may, in any event, deny coverage on any future claim.

In the event of any damage that is uninsured or that exceeds the insurance coverage or in case of any increase in the cost of insurance premiums following a claim made by the Group under its insurance policies, the Group could suffer a loss in relation to the investment made in the relevant asset as well as a loss of anticipated revenue deriving from such asset. In addition, the Group could be liable for relevant repair costs for damage caused by uninsured risks or remain liable for any debt or other financial obligations related to such property.

Any of these factors could have a material adverse effect on our financial condition, business, prospects and results of operations.

RISKS RELATING TO OUR FINANCING

We face certain risks related to fluctuations of interest rates

As at 30 June 2026, 100% of our Gross Financial Debt had a fixed interest rate or was hedged. In particular, as at such date, in addition to its outstanding bonds (all of which bear interest at fixed rates), the Group's bank financing consisted of (i) three syndicated credit facilities for an aggregate nominal amount of €2,085 million, which bear interest at variable rates with a margin referenced to the Euro Interbank Offered Rate ("**EURIBOR**") and which were undrawn and available in full as at 30 June 2026; (ii) one bilateral loan which amounted to €24.2 million; and (iii) one syndicated loan for an amount of €400 million (as at 30 June 2026, both loans were fully drawn and hedged). Because the syndicated credit facilities referred to in (i) above were undrawn, they did not form part of Gross Financial Debt as at 30 June 2026; any amounts subsequently drawn under them would constitute floating rate exposure to the extent not hedged.

Notwithstanding the above, we cannot assure that we will be able to continue to incur financing at fixed interest rates and, consequently, that we might have to increase the amount of financing at a variable interest rate. In such case, any upward variation in the interest rates would increase the costs associated to financing debt with a variable interest rate and this could have a material impact on the Group's management of unhedged floating rate financial debt the Group were to obtain, the maintenance of credit rating levels, the Group's ability to obtain new financing (see "*—Risks relating to our financing—We rely on debt financing for a significant part of our funding needs"* and "*—A decrease in credit rating could adversely affect the Group"*), the valuations carried out by independent appraisers (see "*—The valuation of our real estate asset portfolio may deteriorate as a result of a number of factors*"), our clients indebtedness capacity or the default rates relating to rental payments derived from leases.

In addition, while the ECB had maintained its three key interest rates in recent years, on 11 June 2026, the ECB decided to raise these by 25 basis points and subsequently, on 10 September 2026, the ECB raised these again by a further 25 basis points, with effect from 16 September 2026. These increases were mainly driven by inflationary pressures generated as a result of the ongoing conflicts in the Middle East and aim to stabilise inflation at 2% in the medium term (source: European Central Bank). As a result, borrowing costs in both the bond and loan markets remain elevated compared to recent years.

In relation to the interest rate risk, we have a risk management policy in place. The aim of this risk management policy is to reduce our exposure to the volatility of interest rates and to control the impact of such interest rates on our results and cash flow, maintaining an adequate overall debt cost. Additionally, our policy is to agree efficient hedging financial instruments, the variations in the market value of which are recognised in other comprehensive income and accumulated in equity.

Hedging entails financial costs and could be negatively impacted by (i) interest limitations in hedging contracts with financial institutions; and (ii) inability to subscribe to hedging agreements as a consequence of factors that are outside our control and that could affect the hedging counterparties. In addition, any hedging arrangements will expose the Group to credit risk in respect of the hedging counterparty.

In the event that we significantly increase the amounts drawn down of our debt facilities or our financing at a variable interest rate and we cannot cover our exposure to the interest rate fluctuations to a satisfactory degree, this could have a material adverse effect on our financial condition, business, prospects and results of operations.

We rely on debt financing for a significant part of our funding needs

As a company operating in the real estate sector, we require significant levels of investment to fund the development of our projects and the growth of our business through the acquisition of real estate. To finance our business, we typically access the financial markets and bank financing (e.g. syndicated loans, mortgage loans, debt issuances and share capital increases). If we do not have access to such financing or alternative financing such as debt issuances or share capital increases, or in the event we are unable to obtain financing on favourable terms or at all, our capacity to refinance our debt and/or our ability to grow our business could be harmed, which would have a negative effect on our strategy and business. Our inability to access financing or obtaining financing on suitable terms, could have an adverse effect on our business activity and limit our growth.

Our Net Financial Debt (calculated as Gross Financial Debt less cash and cash equivalents) was €4,708 million as at 30 June 2026, compared with €4,973 million as at 31 December 2025, and our Gross Financial Debt was €5,097 million as at 30 June 2026, compared with €5,123 million as at 31 December 2025. These figures represent a decrease of 5.3% and 0.5%, respectively, over the period. Our Loan to Value was 36.7% as at 30 June 2026 (calculated as net financial indebtedness, adjusted for deferral commitments in respect of real estate asset sale transactions, divided by the market value of the Group's real estate assets including transaction costs together with the treasury shares of the Issuer valued at EPRA NRV), compared with 37.1% as at 31 December 2025. Additionally, as at 30 June 2026, of the total amount of Gross Financial Debt of the Group, current debt (with maturity of less than one year) represented 13.2% (13.7% as at 31 December 2025). The weighted average cost of the Group's Gross Financial Debt was 1.95% for the six-month period ended 30 June 2026, compared with 1.69% for the year ended 31 December 2025, and the spot cost of the Group's Gross Financial Debt as at 30 June 2026 was 1.99% (1.91% as at 31 December 2025).

As at 30 June 2026, the Group's current liabilities exceeded its current assets by €507 million. This position is consistent with the Group's business model and with market practice in the asset-holding real estate sector, in which short-term debt is recurrently refinanced through the issuance of new long-term debt or through the drawdown of undrawn committed credit facilities, of which the Group had €2,085 million available with long-term maturity as at such date. As at 30 June 2026, the Group's total liquidity, comprising cash and cash equivalents of €389 million and undrawn committed credit facilities of €2,085 million, amounted to €2,474 million. The average maturity of the Group's financial debt was 4.3 years as at 30 June 2026, compared with 4.3 years as at 31 December 2025.

Therefore, we are subject to risks normally associated with debt financing, including the risk that the cash flow from our operations is insufficient to meet our debt service requirements. If we do not have enough cash to service our debt, meet other obligations and fund other liquidity needs, we may be required to take actions such as reducing or delaying capital expenditures, requesting appropriate waivers from our lenders, selling assets, restructuring or refinancing all or part of our existing debt, or seeking additional equity capital. These alternative measures may be costly, may not be successful and may not permit the Group to satisfy all of its scheduled debt service requirements. We cannot assure you that any of these remedies can be applied on reasonable terms or at all. In addition, any significant increase of leverage by the Group could restrict or limit access to financial markets and could have a negative impact on the credit rating of Colonial SFL (see "*—A decrease in credit rating could adversely affect the Group*"). In addition, despite working with lenders of recognised solvency, we cannot assure that the counterparties in our financing contracts will comply with their obligations in the future.

Furthermore, our financing is subject to our compliance with certain covenants. These include, among other things, change of control provisions, cross-default provisions and determined levels of certain economic ratios as defined in each contract (loan to value ratio, debt service ratio, interest cover ratio, and others). While as at the date of this Base Prospectus, the Group has complied with all of the required covenants, any failure to comply with these covenants (including those contained in "*Terms and Conditions of the Notes—Condition 6*"), including as a result of the occurrence of extraordinary or unforeseen events, or in the event the deterioration of our real estate assets value extends in time (see "*—The valuation of our real estate asset portfolio may deteriorate as a result of a number of factors*"), could result in an event of default under the Notes and such debt facilities, as well as early termination of such debt facilities, limiting its ability to access new financing or giving rise to the need to refinance existing debt in unfavourable terms.

Any of the foregoing factors could have a material adverse effect on our financial condition, business, prospects and results of operations.

A decrease in credit rating could adversely affect the Group

The following table lists the credit ratings that Colonial SFL currently has, both long-term and short-term, by S&P Global Ratings Europe Limited, Sucursal en España and Moody's Deutschland GmbH, which are both credit rating agencies registered under the CRA Regulation.

Credit rating agencies	Long term	Short term	Perspective	Date last revision rating
S&P Global Ratings Europe Limited, Sucursal en España [(1)]	BBB+	A-2	Stable	06/2026
Moody's Deutschland GmbH [(1)]	Baa1	—	Stable	06/2026

(1) Rating agency registered with ESMA under the CRA Regulation.

The credit ratings of the Issuer can be found on Colonial SFL's website (*https://www.colonial-sfl.com/en/debt-rating*).

There can be no assurance that the credit ratings currently granted to the Issuer will be maintained over time, as credit ratings are annually reviewed and updated and depend on various factors, some of which may be beyond the Group's control, such as, for example, a highly volatile, uncertain macroeconomic and geopolitical environment (see "*—Our business may be affected by adverse conditions in the Spanish and French economies and the global economy*"). Therefore, the credit ratings of the Issuer may suffer decreases and may be suspended or withdrawn at any time by the relevant credit rating agencies.

In addition, the Group has various financings the terms of which contain provisions which could trigger an early repayment in the event Colonial SFL were to lose "Investment Grade" status.

Credit ratings are not a recommendation to purchase, subscribe, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the rating agency awarding the rating. However, credit ratings affect the cost as well as other conditions in relation to our financings. Any downgrade of the credit rating of the Group would increase our borrowing costs and could restrict or limit access to financial markets, which could adversely affect our liquidity and could have a material adverse effect on our financial condition, business, prospects and results of operations.

RISKS RELATING TO TAXATION

Colonial SFL may cease to be qualified as a Spanish SOCIMI which would have adverse consequences for the Group

Colonial SFL is subject to the Spanish SOCIMI Regime with effects from 1 January 2017, and therefore, generally to a 0% Corporate Income tax rate.

However, as set forth under "*Spanish SOCIMI Regime and Taxation*", the application of the Spanish SOCIMI Regime is subject to the fulfilment by the Company of certain complex requirements, among others, the listing of Colonial SFL's shares in a regulated market or multilateral trading facility, investment in Qualifying Assets, the receipt of income from certain sources and mandatory distribution of certain profits.

Failure to comply with any such requirements will result, save where the regulations allow for such failure to be remedied, in the loss of the special tax regime in the year in which such situation arises, and the Company would have to pay Spanish Corporate Income Tax on the profits deriving from its activities at the standard Corporate Income Tax rate (25% as at the date of this Base Prospectus). The Company would not be eligible to apply the Spanish SOCIMI Regime for the following three fiscal years counted as of the end of the last fiscal year in which the SOCIMI Regime was applicable.

If Colonial SFL ceases to be qualified as a Spanish SOCIMI, this could have a material adverse effect on the Group's business, financial condition, prospects or results of operations.

The disposal of Qualifying Assets would have negative implications under the Spanish SOCIMI Regime if carried out before the minimum three-year period elapses

If a Qualifying Asset is sold before it is held for a minimum three year period, then (i) such capital gain would compute as non-qualifying net income within the 20% thresholds that must not be exceeded for the maintenance of the Spanish SOCIMI Regime (although if this threshold were exceeded, the Spanish SOCIMI Regime qualification would not be lost provided that the Spanish SOCIMI Regime is complied with again in the following fiscal year) (and such gain would be taxed in accordance with the general Corporate Income Tax regime and at the standard Corporate Income Tax rate (currently, 25%)); and (ii) in relation to Qualifying Assets that are real estate assets, the entire income, including rental income, derived from such assets in all tax periods where the SOCIMI's special tax regime would have been applicable would be taxed in accordance with the general Corporate Income Tax regime and subject to the standard Corporate Income Tax rate, for the amount corresponding to the tax gain that would have been generated in periods prior to the application of the SOCIMI special tax regime, even if the assets are held for the minimum three-year holding period. In both cases however, the use of Colonial SFL's pre-existing tax credits/assets would be possible under the applicable limitations.

Given the number of Qualifying Assets currently held by the Issuer (52 assets of which, as at the date of this Base Prospectus, three have been held for less than three years), or any additional Qualifying Assets acquired in the future by the Issuer, any of the above could have a material adverse effect on the Group's business, financial condition, prospects or results of operations.

Colonial SFL's permanent establishment in France or certain of its French subsidiaries may cease to be qualified as a listed real estate investment company in France

Colonial SFL's permanent establishment in France and certain of its subsidiaries benefit from the listed real estate investment company regime, which grants benefits under the French tax regime and, in particular, provides significant advantages for the Group (generally, the regime provides for exemptions from tax on rental income under finance lease arrangements, on capital gains arising from the disposal of real estate assets and on dividends received from SIIC subsidiaries), subject to the distribution of: (i) all dividends received from its subsidiaries that benefit from the SIIC tax regime; (ii) at least 95% of the results of the rental activity; and (iii) at least 70% of the capital gains on sales of real estate assets carried out within the two years following the disposal.

As at 30 June 2026, 60% of the Group's total revenue and 63% of the total value of the Group's real estate portfolio came from France. Any eventual loss of listed real estate investment company status by Colonial SFL's permanent establishment in France or by any of its subsidiaries in France, could have a material adverse effect on the Group's business, financial condition, prospects or results of operations.

Colonial SFL may become subject to an additional 19% tax charge on the gross dividend distributed to a Substantial Shareholder, which does not comply with the minimum tax requirement

Colonial SFL may become subject to a 19% Corporate Income Tax on the gross dividend distributed to any shareholder that holds a stake equal to or higher than 5% of the share capital of Colonial SFL when such shareholder either (i) is exempt from any tax on the dividends or subject to tax on the dividends received at a rate lower than 10% (for these purposes, final tax due under the Non Resident Income Tax Law is also taken into consideration) or (ii) does not timely provide Colonial SFL with the information evidencing its equal or higher than 10% taxation on dividends distributed by Colonial SFL in the terms set forth in the bylaws (a "**Substantial Shareholder**").

Notwithstanding the above, the bylaws of Colonial SFL include indemnity obligations of the Substantial Shareholders in favour of Colonial SFL. In particular, the bylaws require that in the event a dividend payment is made to a Substantial Shareholder, Colonial SFL will be entitled to deduct an amount equivalent to the tax expenses incurred by Colonial SFL on such dividend payment from the amount to be paid to such Substantial Shareholder. However, these measures may not be effective. If these measures are ineffective and the indemnity included in the bylaws were not received, the payment of dividends to a Substantial Shareholder may generate an expense for Colonial SFL (since it may have to pay a 19% Corporate Income Tax on such dividend) and, thus, may result in a loss of profits for Colonial SFL.

Colonial SFL may become subject to an additional 20% tax charge on the portion of gross profits distributed to a substantial shareholder that does not comply with the minimum requirements of the SIIC special tax regime

The permanent establishment of Colonial SFL in France may be subject to a special 20% tax on the gross dividend distributed to any shareholder holding a stake equal to or higher than 10% of the share capital of Colonial SFL where such shareholder (i) is exempt from any tax on dividends or is subject to tax on the dividends received at a rate lower than one third of French corporate income tax (for these purposes, the final tax due under the Non-Resident Income Tax Law must also be taken into account); or (ii) does not timely provide Colonial SFL with the information evidencing that it is subject to tax on the dividends distributed by Colonial SFL at a rate equal to or higher than one third of French corporate income tax, in the terms set out in the bylaws (a "**Shareholder Subject to the Special Tax**").

Notwithstanding the above, Colonial SFL's bylaws include indemnity obligations of the Shareholder Subject to the Special Tax in favour of Colonial SFL. In particular, the bylaws require that, in the event a dividend payment is made to a Shareholder Subject to the Special Tax, Colonial SFL shall be entitled to deduct from the amount to be paid to such Shareholder Subject to the Special Tax an amount equivalent to the tax expenses incurred by Colonial SFL as a result of such dividend payment. However, these measures may not be effective. If these measures are not effective, the payment of dividends to a Shareholder Subject to the Special Tax may generate an expense for Colonial SFL (since it may have to pay a 20% corporate income tax on such dividend) and, therefore, could result in a significant decrease in profits for Colonial SFL.

RISKS RELATING TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such risks.

Notes subject to optional redemption by the Issuer

Notes issued with an optional redemption feature is likely to limit the market value of the Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. 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 Notes 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.

Notes may be subject to redemption upon the occurrence of an Acquisition Event

The use of proceeds of certain Notes issued under this Base Prospectus may be used to finance the acquisition of an Acquisition Target specified in the relevant Final Terms. Condition 10(f) of the Bearer Notes ("*Terms and Conditions of the Bearer Notes—Redemption and Purchase—Redemption following an Acquisition Event*") and Condition 10(f) of the Book-entry Notes ("*Terms and Conditions of the Book-entry Notes—Redemption and Purchase—Redemption following an Acquisition Event*") include, in each case, a redemption feature which, if selected as applicable in the relevant Final Terms for a Series of Notes, will allow such Notes to be redeemed by the Issuer upon the occurrence of an Acquisition Event (as defined in the Conditions). If the Notes are redeemed following the occurrence of an Acquisition Event, Noteholders may not obtain their expected return on such Notes and may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. If an Acquisition Event does not occur then Noteholders shall not have any right to require the redemption of their Notes. Whether or not the Acquisition Event call option is ultimately triggered, it may adversely affect trading prices, in particular during the Acquisition Event Notice Period for the Notes that include an Acquisition Event call option.

Fixed/Floating Rate Notes

Notes issued with a Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating

rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Regulation of benchmarks may lead to future reforms or discontinuation

The EURIBOR and other interest rates or other types of rates and indices which are deemed to be benchmarks have been subject to significant regulatory scrutiny and legislative intervention in recent years. This relates not only to creation and administration of benchmarks, but, also, to the use of a benchmark rate. In the EU, for example, Regulation (EU) No. 2016/1011, as amended (the "**EU Benchmarks Regulation**") applies to the provision of, contribution of input data to, and the use of, a benchmark within the EU. Similarly, Regulation (EU) No. 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, (the "**UK Benchmarks Regulation**") applies to the provision of contribution of input data to, and the use of, a benchmark, within the UK, subject to certain transitional provisions.

Legislation such as the EU Benchmarks Regulation or the UK Benchmarks Regulation, if applicable, could have a material impact on any Notes linked to EURIBOR or another benchmark rate or index – for example, if the methodology or other terms of the benchmark are changed in the future in order to comply with the terms of the EU Benchmarks Regulation or UK Benchmarks Regulation or other similar legislation, or if a critical benchmark is discontinued or is determined to be by a regulator to be "no longer representative". Such factors could (amongst other things) have the effect of reducing or increasing the rate or level or may affect the volatility of the published rate or level of the benchmark. They may also have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the discontinuance or unavailability of quotes of certain "benchmarks".

Although EURIBOR has subsequently been reformed in order to comply with the terms of the EU Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with the Euro Short Term Rate ("**€STR**") or an alternative benchmark.

The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described in Condition 8(m) (*Benchmark Replacement*)), or result in adverse consequences to holders of any Notes linked to such benchmark (including Floating Rate Notes whose interest rates are linked to EURIBOR or any other such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark.

The administrator of SONIA, SOFR or €STR or any indices may make changes that could change the value of SONIA, SOFR or €STR or any related index, or discontinue SONIA, SOFR or €STR or any related index

Newer references or any related indices and rates that fall outside the scope of the EU Benchmarks Regulation and the UK Benchmarks Regulation may also be subject to changes or discontinuation. For example, the Bank of England, the Federal Reserve, Bank of New York or the European Central Bank (or their successors) as administrators of the Sterling Overnight Index Average ("**SONIA**") (and the SONIA Compounded Index), the Secured Overnight Financing Rate ("**SOFR**") (and the SOFR Compounded Index) or the euro short-term rate ("**€STR**") (and the €STR Compounded Index), respectively, may make methodological or other changes that could change the value of these risk-free rates and/or indices, including changes related to the method by which such risk-free rate is calculated, eligibility criteria applicable to the transactions used to calculate SONIA, SOFR or €STR, or timing related to the publication of SONIA, SOFR or €STR or any related indices. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SONIA, SOFR or €STR or any related index (in which case a fallback method of determining the interest rate on the Notes will apply). The administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate.

Interest rate "fallback" arrangements may lead to Notes performing differently or the effective application of a "fixed rate"

If a relevant benchmark (including any page on which such benchmark may be published (or any other successor

service)) becomes unavailable or a Benchmark Event or a Benchmark Transition Event (each as defined in the Conditions), as applicable, occurs, the Conditions of the Notes provide for certain fallback arrangements. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a successor rate or an alternative rate and that such successor rate or alternative reference rate may be adjusted (if required) in accordance with the recommendation of a relevant governmental body or in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, although the application of such adjustments to the Notes may not achieve this objective.

Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. It is also possible that such an event may be deemed to have occurred prior to the issue date for a Series of Notes. Moreover, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser (as defined in the Conditions) in certain circumstances, the relevant fallback provisions may not operate as intended at the relevant time. Additionally, in certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used, which may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page.

Any such consequences could have a material adverse effect on the value of and return on any such Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks arising from the possible cessation or reform of certain reference rates in making any investment decision with respect to any Notes linked to or referencing a benchmark.

Methodologies for the calculation of risk-free rates (including overnight rates or forward-looking rates) as reference rates for Floating Rate Notes may vary and may evolve

"Risk-free" rates such as SONIA, SOFR and €STR, as reference rates for Eurobonds, have become more commonly used as benchmark rates for bonds in recent years. Most of the rates are backwards-looking, but the methodologies to calculate the risk-free rates are not uniform. Such different methodologies may result in slightly different interest amounts being determined in respect of otherwise similar securities.

The Issuer may in the future also issue Notes referencing SONIA, the SONIA Compounded Index, SOFR, the SOFR Compounded Index or €STR that differ materially in terms of interest determination when compared with any previous Notes issued by it under this Programme.

Such variations could result in reduced liquidity or increased volatility or might otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time. In addition, investors should consider how any mismatch between applicable conventions for the use of reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SONIA, SOFR, €STR or any related indices.

It is not possible to calculate interest rates in advance for Notes which reference SONIA, SOFR, €STR or any related indices

Interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may therefore be difficult for investors in Notes which reference such risk-free rates reliably to estimate the amount of interest which will be payable on such Notes.

Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking rates become due and payable as a result of an Event of Default under Condition 13 (*Events of Default*), or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Interest Rate payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become

due and payable or are scheduled for redemption.

Bearer Notes where denominations involve integral multiples

In relation to any issue of Bearer Notes which have denominations consisting of a minimum Specified Denomination (as set out in the "*Terms and Conditions of the Bearer Notes*") plus one or more higher integral multiples of another smaller amount, it is possible that such Bearer Notes may be traded in amounts that are not integral multiples of such minimum Specified Denominations. In such a case, a Noteholder who, as a result of trading such amounts, holds a nominal amount of less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a nominal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Conflicts of interest between the Calculation Agent and Noteholders

With regard to Notes issued where the Issuer has appointed a Calculation Agent, potential conflicts of interest may exist between the Calculation Agent (if any) and Noteholders (including where a Dealer acts as a calculation agent), including with respect to certain determinations and judgements that such Calculation Agent may make pursuant to the Conditions that may influence amounts receivable by the Noteholders during the term of the Notes and upon their redemption.

RISKS RELATING TO THE NOTES GENERALLY

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

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless, in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with an outstanding Tranche). If the Notes 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. Although applications have been made for the Bearer Notes to be issued under the Programme to be admitted to listing on the Official List and trading on the regulated market of Euronext Dublin, and application may be made for the Book-entry Notes issued under the Programme to be admitted to listing on the AIAF, there is no assurance that such applications will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. In addition, the ability of the Dealers to make a market in the Notes (if applicable) may be impacted by changes in regulatory requirements applicable to the marketing, holding and trading of, and issuing quotations with respect to, the Notes. Accordingly, there can be no assurance as to the development or liquidity of any trading market for any particular Tranche.

The Issuer is a Spanish company and, as such, is subject to Spanish insolvency law

The Notes will be issued by Colonial SFL, a Spanish company. In the case of the insolvency of the Issuer, Spanish insolvency laws apply and investors may lose all or part of their investment in the Notes. In addition, such laws may differ from insolvency laws in other countries with which investors may be more familiar. See "*Spanish Insolvency Law*" for more information.

The market price of the Notes may be volatile

The market price of the Notes could be subject to significant fluctuations in response to actual or anticipated variations in the Group's operating results, adverse business developments, changes to the regulatory environment in which the Group operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Notes or other debt securities, as well as other factors. In addition, in recent years the global financial markets have experienced significant price and volume fluctuations which, if repeated in the future, could adversely affect the market price of the Notes without regard to the Group's operating results, financial condition or prospects.

Risks related to Green Bonds

The net proceeds from the issue of any Notes will be invested by the Issuer for general corporate purposes or any particular purpose defined in the applicable Final Terms of an issue or specifically to finance and/or refinance, in whole or in part, new or existing Eligible Green Projects in accordance with prescribed eligibility criteria set forth in the Green Financing Framework from time to time. See also the sections entitled "*Use of Proceeds*" and "*Green Financing Framework of Colonial SFL*" for further detail.

Regardless of whether any Green Bonds are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market, no assurance is given by the Issuer, the Dealers, any second party opinion providers that the use of such net proceeds for any Eligible Green Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Green Projects (including in relation to the EU Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom). Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made that any such listing or admission to trading will be obtained in respect of any such Notes or that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Issuer to apply the net proceeds of any Green Bonds for Eligible Green Projects in, or substantially in, the manner described in the Green Financing Framework from time to time, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Green Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Green Projects. None of the Dealers or the Paying Agent shall be responsible for monitoring the use of proceeds of any such Notes. In addition, there can be no assurance that such Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer.

Although the Issuer may agree at the time of issue of any Green Bonds to apply the net proceeds to Eligible Green Projects specified in, or substantially in accordance with, the eligibility criteria set forth in the Green Financing Framework from time to time, it would not be an Event of Default under the Green Bonds if such allocation (or the related reporting undertakings referred to in the section "*Green Financing Framework of Colonial SFL*") is not complied with for whatever reason.

Any failure to apply the net proceeds of any issue of Green Bonds in connection with Eligible Green Projects, or any failure to meet, or continue to meet the eligibility criteria, or the withdrawal of any second party opinion, or any such Green Bonds no longer being listed or admitted to trading on any stock exchange or securities market may have a material adverse effect on the value of such Green Bonds and also potentially the value of any other Green Bonds which are intended by the Issuer to finance Eligible Green Projects or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. Prospective investors must determine for themselves whether the proposed Green Bonds meet their requisite investment criteria and conduct any other investigations they deem necessary to reach their own conclusions as to the merits of investing in any such Green Bonds.

No assurance can be given that Eligible Green Projects will meet investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including in relation to the EU Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom) or any requirements of such labels as they may evolve from time to time. Any Green Bonds issued under the Programme will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes in the Issuer's Green Financing Framework. It is not clear if the establishment under the EU Green Bond Regulation of the European Green Bond ("**EuGB**") label and the optional disclosures regime for bonds issued as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the EuGB label or the optional disclosures regime, such as the Green Bonds issued under this Programme. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any

Green Bonds issued under this Programme that do not comply with those standards proposed under the European Green Bond Regulation.

Green Bonds are not linked to the performance of the Eligible Green Projects and do not benefit from any arrangements to enhance the performance of the Notes or any contractual rights derived solely from the intended use of proceeds of such Notes

The performance of the Green Bonds is not linked to the performance of the relevant Eligible Green Projects or the performance of the Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of the Green Bonds and the Eligible Green Projects. Consequently, neither payments of principal and/or interest on the Green Bonds nor any rights of Noteholders shall depend on the performance of the relevant Eligible Green Projects or the performance of the Issuer in respect of any such environmental or similar targets. Holders of any Green Bonds shall have no preferential rights or priority against the assets of any Eligible Green Projects nor benefit from any arrangements to enhance the performance of the Notes.

Risks relating to the Spanish withholding tax regime

The Issuer considers that, according to article 44 of Royal Decree 1065/2007 it is not obliged to withhold taxes in Spain on any interest paid in respect of the Notes to any Noteholder (except for Noteholders that are Spanish individuals in the case of Notes listed on the AIAF), irrespective of whether such Noteholder is tax resident in Spain. The foregoing is subject to certain information procedures (which do not require identification of the Noteholders) having been fulfilled. These procedures are described in "*Spanish SOCIMI Regime and Taxation—Information about the Notes in Connection with Payments*" below.

The Issuer and the Fiscal Agent will, to the extent applicable, comply with the relevant procedures to facilitate the collection of information concerning the Notes. The procedures may be modified, amended or supplemented to, among other reasons, reflect a change in applicable Spanish law, regulation, ruling or interpretation thereof.

In the event a payment in respect of the Notes issued by the Issuer is subject to Spanish withholding tax, the Issuer will pay the relevant Noteholder such additional amounts as may be necessary in order that the net amount received by such Noteholder after such withholding equals the sum of the respective amounts of principal, premium, if any, and interest, if any, which would otherwise have been receivable in respect of the Notes in the absence of such withholding, except as provided in "*Terms and Conditions of the Bearer Notes—Taxation" and in "Terms and Conditions of the Book-entry Notes—Taxation*".

Notwithstanding the above, if despite the procedures arranged between the Issuer and the Fiscal Agent to facilitate the collection of information concerning the Notes, the relevant information is not received by the Issuer in a timely manner, the Issuer will withhold tax at the then-applicable rate (as at the date of this Base Prospectus, 19%) from any payment of interest made in respect of the Notes. The Issuer will not pay any additional amounts with respect to any such withholding.

RISKS RELATING TO THE MARKET GENERALLY

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Notes may have no established trading market when issued and one may never develop. Even if a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls for investors

The Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the Conditions). 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 the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency 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 the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

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.

DOCUMENTS INCORPORATED BY REFERENCE

The documents set out below shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus. As long as any of the Notes are outstanding, this Base Prospectus, any Supplement to the Base Prospectus (as defined below) and each document incorporated by reference into this Base Prospectus will be published on the Issuer's website (www.colonial-sfl.com).

The page references indicated for each document are to the page numbering of the electronic copies of such documents as available on the Issuer's website and live.euronext.com, as applicable.

Cross-reference list

The below tables show where the information incorporated by reference in this Base Prospectus can be found in the above-mentioned documents. Information contained in those documents other than the information listed below does not form part of this Base Prospectus and is either not relevant or covered elsewhere in this Base Prospectus.

	Information incorporated by reference		**Page references (PDF)**
(A)	**The sections listed below of the English language translation of the annual report 2025 of Colonial SFL, SOCIMI, S.A., including the audited consolidated financial statements as of and for the year ended 31 December 2025 together with the audit and management report thereon:**		
	(a)	*Auditors' report on the consolidated financial statements*	2-10
	(b)	*Consolidated financial statements of Colonial SFL, SOCIMI, S.A. as of and for the financial year 2025*	11-88
	(c)	*Consolidated management report as of and for the year ended 31 December 2025*	89-111
	Available at:		
	https://www.colonial-sfl.com/sites/default/files/uploaded-files/2026-03/Info%20auditor%2B%20CCAACC%20conso%20dic%2025_EN_1_0.pdf		
(B)	**The sections listed below of the English language translation of the annual report 2024 of Colonial SFL, SOCIMI, S.A. (formerly known as Inmobiliaria Colonial, SOCIMI, S.A.), including the audited consolidated financial statements for the year ended 31 December 2024 together with the audit and management report thereon:**		
	(a)	*Auditors' report on the consolidated financial statements*	2-7
	(b)	*Consolidated financial statements of Inmobiliaria Colonial, SOCIMI, S.A. for the financial year 2024*	8-81
	(c)	*Consolidated management report for the year ended 31 December 2024*	82-104
	Available at*:*		
	https://www.colonial-sfl.com/sites/default/files/uploaded-files/2025-04/13.-Opini%C3%B3n%20+%20CCAACC%20conso%20dic%2024._ENG_0.pdf		

Information incorporated by reference			Page references (PDF)
(C)	**The unaudited condensed consolidated interim financial statements of the Issuer and subsidiaries as of and for the six-month period ended 30 June 2026, together with the auditor's limited review report and the consolidated interim directors' report thereon:**		
	(a)	*Auditor's limited review report on the condensed consolidated interim financial statements*	2-3
	(b)	*Condensed consolidated interim financial statements as of and for the six months ended 30 June 2026*	4-38
	(c)	*Interim consolidated directors' report as of and for the six-month period of 2026*	39-59
	Available at:		
	https://www.colonial-sfl.com/sites/default/files/uploaded-files/2026-07/Informe%20RL%20%2B%20EEFFII%20conso%20juny%2026%20ENG.pdf		
(D)	**Any future English language translation of the audited consolidated financial statements of the Issuer together with the audit and management report thereon (as and when published on the Issuer's website at** *https://www.colonial-sfl.com/en/financial-information-accounts-and-reports***).**		
(E)	**Any future English language translation of the consolidated interim financial statements of the Issuer together with the auditor's limited review report and the interim directors' report thereon (as and when published on the Issuer's website at** *https://www.colonial-sfl.com/en/financial-information-results-and-presentations)*		
(F)	**The base prospectus dated 5 October 2016 prepared by the Issuer in connection with the Programme**		
	Terms and Conditions of the Notes		37-70
	Available at:		
	https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Base+Prospectus_721e2fea-e0a4-4ecd-990e-4a791023fbbc.PDF		
(G)	**The base prospectus dated 11 October 2017 prepared by the Issuer in connection with the Programme**		
	Terms and Conditions of the Notes		45-78
	Available at:		
	https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Final+Base+Prosepctus+11.10_3e7fd25d-a8e8-42aa-bea9-7630dd65f734.PDF.		

Information incorporated by reference		Page references (PDF)
(H)	**The base prospectus dated 19 December 2019 prepared by the Issuer in connection with the Programme**	
	Terms and Conditions of the Book-Entry Notes	39-79
	Available at:	
	https://www.colonial-sfl.com/sites/default/files/uploaded-files/2021-10/a1_-_base_prospectus_dated_19_december_2019_-_final_version_6_0.pdf	
(I)	**The base prospectus dated 18 May 2021 prepared by the Issuer in connection with the Programme**	
	Terms and Conditions of the Book-Entry Notes	76-110
	Available at:	
	https://www.colonial-sfl.com/sites/default/files/uploaded-files/2021-10/col_emtn_2021_final_base_prospectus_18_may_2021_1.pdf	
(J)	**The base prospectus dated 10 July 2024 prepared by the Issuer in connection with the Programme**	
	Terms and Conditions of the Bearer Notes	40-84
	Available at:	
	https://www.colonial-sfl.com/sites/default/files/uploaded-files/2024-07/001.%20EMTN%202024_Base%20Prospectus.pdf	
(K)	**The base prospectus dated 10 September 2025 prepared by the Issuer in connection with the Programme**	
	Terms and Conditions of the Bearer Notes	42-86
	Available at:	
	https://www.colonial-sfl.com/sites/default/files/uploaded-files/2025-09/Colonial%20EMTN%202025%20_%20Base%20Prospectus%20%28Final%20CBI%20Submission%29.pdf	
(L)	**The supplement dated 17 December 2025 to the Base Prospectus dated 10 September 2025 prepared by the Issuer in connection with the Programme**	
	Terms and Conditions of the Bearer Notes	9-52
	Available at:	
	https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202512/8b2afe64-966c-4f22-9e2e-caa0c942da71.pdf	

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression "necessary information" means, in relation to any Tranche of Notes, the necessary information which is material to an investor for making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes and the reasons for the issuance and its impact on the issuer. In relation to the different types of Notes which may be issued under the Programme the Issuer has included in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Prospectus.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions described in the relevant Final Terms as supplemented to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the relevant Notes or (2) by a registration document (the "**Registration Document**") containing the necessary information relating to the Issuer, a securities note (the "**Securities Note**") containing the necessary information relating to the relevant Notes and, if necessary, a summary note.

FORMS OF THE BEARER NOTES

Each Tranche of Bearer Notes will initially be in the form of either a temporary global note (the "**Temporary Global Note**"), without interest coupons, or a permanent global note (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") which is not intended to be issued in new global note ("**NGN**") form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Bearer Notes with a depositary or a common depositary for Euroclear Bank SA/NV as operator of the Euroclear System ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Bearer Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

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

The relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Bearer Notes or, if the Bearer Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Notes

If the relevant Final Terms specifies the form of Bearer Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Bearer Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Bearer Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Bearer Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

(i) presentation and (in the case of final exchange) presentation and surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and

(ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership.

The principal amount of Bearer Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership provided, however, that in no circumstances shall the principal amount of Bearer Notes represented by the Permanent Global Note exceed the initial principal amount of Bearer Notes represented by the Temporary Global Note.

If:

(a) the Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of the Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or

(b) the Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Bearer Notes or the date for final redemption of the Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the deed of covenant entered into by the Issuer in relation to the Bearer Notes on 15 October 2026 (the "**Deed of Covenant**")).

The Permanent Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of the Permanent Global Note, for Bearer Notes in definitive form ("**Definitive Notes**"):

(a) on the expiry of such period of notice as may be specified in the Final Terms; or

(b) at any time, if so specified in the Final Terms; or

(c) if the Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:

(i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(ii) any of the circumstances described in Condition 13 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Bearer Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

(a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Permanent Global Note for Definitive Notes; or

(b) the Permanent Global Note was originally issued in exchange for part only of a Temporary Global Note representing the Bearer Notes and such Temporary Global Note becomes void in accordance with its terms; or

(c) the Permanent Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Bearer Notes or the date for final redemption of the Permanent Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on the date on which such Temporary Global Note becomes void (in the case of (b) above) or at 5.00 p.m. (London time) on such due date ((c) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant).

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Bearer Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Bearer Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Bearer Notes.

If the relevant Final Terms specifies the form of Bearer Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the Bearer Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Bearer Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Bearer Notes cannot be collected without such certification of non-U.S. beneficial ownership.

(N.B. In relation to any issue of Bearer Notes which are expressed to be represented by a Temporary Global Note exchangeable for Definitive Notes in accordance with this option, such notes may only be issued in denominations equal to, or greater than €100,000 (or equivalent) and integral multiples thereof.)

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

(a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Temporary Global Note for Definitive Notes; or

(b) the Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Bearer Notes or the date for final redemption of the Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deed of Covenant).

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Bearer Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Bearer Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes if either of the following events occurs:

(a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(b) any of the circumstances described in Condition 13 (*Events of Default*) occurs.

(N.B. In relation to any issue of Bearer Notes which are expressed to be represented by a Permanent Global Note exchangeable for Definitive Notes in accordance with this option, such notes may only be issued in denominations equal to, or greater than €100,000 (or equivalent) and integral multiples thereof.)

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Bearer Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

(a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Permanent Global Note for Definitive Notes; or

(b) the Permanent Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Bearer Notes or the date for final redemption of the Permanent Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date ((b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant).

Rights under Deed of Covenant

Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note or a Permanent Global Note which becomes void will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note or Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Bearer Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Terms and Conditions applicable to the Bearer Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Bearer Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Bearer Notes*" below and the provisions of the relevant Final Terms which amend and/or replace those terms and conditions.

The terms and conditions applicable to any Bearer Note in global form will differ from those terms and conditions which would apply to the Bearer Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Bearer Notes while in Global Form*" below.

Legend concerning United States persons

In the case of any Tranche of Bearer Notes having a maturity of more than 365 days, the Bearer Notes in global form, the Bearer Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"*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 Internal Revenue Code*."

TERMS AND CONDITIONS OF THE BEARER NOTES

The following is the text of the terms and conditions which, save for the text in italics and subject to completion in accordance with the relevant Final Terms, will be endorsed on each Note in definitive form issued under the Programme. In the case of any Tranche of Bearer Notes which are being (a) offered to the public in a Member State (other than pursuant to one or more of the exemptions set out in Article 1.4 of the Prospectus Regulation) or (b) admitted to trading on a regulated market in a Member State, the relevant Final Terms shall not amend or replace any information in this Base Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Bearer Notes may complete any information in this Base Prospectus.

The terms and conditions applicable to any Bearer Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Summary of Provisions Relating to the Bearer Notes while in Global Form" below.

1. **Introduction**

(a) *Programme*: Colonial SFL, SOCIMI, S.A. (the "**Issuer**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to EUR7,000,000,000 in aggregate principal amount of notes in bearer form (the "**Bearer Notes**") and in book-entry form. These terms and conditions relate to notes issued under the Programme in bearer form.

(b) *Final Terms*: Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a final terms (the "**Final Terms**") which completes these terms and conditions (the "**Bearer Conditions**"). The terms and conditions applicable to any particular Tranche of Notes are these Bearer Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Bearer Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

(c) *Agency Agreement*: The Notes are the subject of an amended and restated fiscal agency agreement dated 15 October 2026 (as amended or supplemented, the "**Agency Agreement**") between the Issuer, Deutsche Bank AG, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes).

(d) *The Notes*: All subsequent references in these Bearer Conditions to "Bearer Notes" are to the Bearer Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing at the registered office of the Issuer and on the Issuer's website at *www.colonial-sfl.com*.

(e) *Summaries*: Certain provisions of these Bearer Conditions are summaries of the Agency Agreement and are subject to their detailed provisions. The holders of the Notes (the "**Noteholders**") and the holders of the related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below and on the Issuer's website at *www.colonial-sfl.com*.

(f) *Public Deed of Issuance:* If so required by Spanish law, the Issuer will execute a public deed (*escritura pública*) (the "**Public Deed of Issuance**") before a Spanish Notary Public in relation to the Notes. The Public Deed of Issuance will contain, among other information, the terms and conditions of the Notes.

2. **Interpretation**

(a) *Definitions*: In these Bearer Conditions the following expressions have the following meanings:

"**2006 ISDA Definitions**" means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at *www.isda.org*);

"**2021 ISDA Definitions**" means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website (*www.isda.org*);

"**Accrual Yield**" has the meaning given in the relevant Final Terms;

"**Acquisition Completion Date**" means the date specified as such in the relevant Final Terms;

"**Acquisition Event**" means an event that shall be deemed to have occurred if the Issuer (i) has not, on or prior to the Acquisition Completion Date, completed and closed the acquisition of the Acquisition Target or (ii) has publicly announced that it no longer intends to pursue the acquisition of the Acquisition Target;

"**Acquisition Event Notice Period**" means the period specified as such in the relevant Final Terms;

"**Acquisition Event Redemption Amount**" means the amount specified as such in the relevant Final Terms;

"**Acquisition Target**" has the meaning given in the relevant Final Terms;

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Authorised Officer**" means the Chief Executive Officer or the Chief Financial Officer of the Issuer, or anyone delegated by the Board of Directors of the Issuer;

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

"**Business Day**" means:

(a) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;

(b) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre; and

(c) in respect of Notes for which the Reference Rate is specified as SOFR in the relevant Final Terms, any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(a) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(b) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day, save in respect of Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date;

(c) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(d) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that**:

(i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(e) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"**Calculation Amount**" has the meaning given in the relevant Final Terms;

"**Change of Control Period**" means the period commencing on and including the Relevant Date in relation to a Change of Control of the Issuer and ending 90 days after the Change of Control of the Issuer (or such longer period for which the Bearer Notes are under consideration (such consideration having been announced publicly within the period ending 90 days after the Change of Control of the Issuer) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration);

"**Control**" has the meaning assigned to that term in Article 42(1) of the Spanish Commercial Code (*Código de Comercio*);

"**Coupon Sheet**" means, in respect of a Bearer Note, a coupon sheet relating to the Bearer Note;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Bearer Conditions or the relevant Final Terms and:

(a) if "**Actual/Actual (ICMA)**" is so specified, means:

(i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(ii) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(b) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(d) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(e) if "**30/360**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(f) if "**30E/360**" or "**Eurobond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation

Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

(g) if "**30E/360 (ISDA)**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 x (Y_2 - Y_1)] + [30 x (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

"**Discount Rate**" will be as set out in the applicable Final Terms;

"**Early Redemption Amount (Tax)**" means, in respect of any Bearer Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Early Termination Amount**" means, in respect of any Bearer Note, its principal amount or such other amount as may be specified in these Bearer Conditions or the relevant Final Terms;

"**EURIBOR**" means the Euro wholesale funding rate known as the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any successor administrator);

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**FA Selected Bond**" means a government security or securities selected by the Financial Adviser as having an actual or interpolated maturity comparable with the remaining term of the Bearer Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Bearer Notes and of a comparable maturity to the remaining term of the Bearer Notes;

"**Final Redemption Amount**" means, in respect of any Bearer Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Financial Adviser**" means the entity so specified in the applicable Final Terms or, if not so specified or such entity is unable or unwilling to act, any financial adviser selected by the Issuer;

"**Fitch**" means Fitch Ratings Ltd. or any of its respective successors or affiliates;

"**Fixed Coupon Amount**" has the meaning given in the relevant Final Terms;

"**Group**" means the Issuer and its Subsidiaries;

"**Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed in whatever form;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the International Financial Reporting Standards ("**IFRS EU**"), be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, but excluding the deferred purchase price of assets or services acquired in the ordinary course of business or otherwise arising from normal trade credit;

(g) amounts representing the balance deferred and unpaid for a period of more than 365 days of the purchase price of any property except any amount that constitutes an accrued expense or trade payable;

(h) shares which are expressed to be redeemable;

(i) without double counting, any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution (each an "**Instrument**"), where the payment obligations under the relevant Instrument have become effective; and

(j) without double counting, the amount of any liability in respect of any guarantee or indemnity, where the payment obligations under the relevant guarantee or indemnity have become effective, for any of the items referred to in paragraphs (a) to (i) above;

"**Independent Financial Adviser**" means an independent financial institution of international and reputable standing appointed by the Issuer in good faith and at its own expense;

"**Interest Amount**" means, in relation to a Bearer Note and an Interest Period, the amount of interest payable in respect of that Bearer Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Bearer Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"**Interest Determination Date**" has the meaning given in the relevant Final Terms;

"**Interest Payment Date**" means any date or dates specified as such in the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date (or, if the Notes are redeemed on any earlier date, the relevant redemption date);

"**Investment Grade Rating**" means the following Ratings: (a) with respect to Standard & Poor's, any of the categories from and including AAA to and including BBB- (or equivalent successor categories); (b) with respect to Moody's, any of the categories from and including Aaa to and including Baa3 (or equivalent successor categories); and (c) with respect to Fitch, any of the categories from and including AAA to and including BBB- (or equivalent successor categories);

"**ISDA**" means the International Swaps and Derivatives Association, Inc. (or any successor);

"**ISDA Definitions**" has the meaning given in the relevant Final Terms;

"**Issue Date**" has the meaning given in the relevant Final Terms;

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

"**Make Whole Exemption Period**" will be as set out in the applicable Final Terms;

"**Make Whole Reference Date**" will be set out in the relevant notice of redemption, such date to fall no earlier than the date falling 30 days prior to the date of such notice;

"**Margin**" has the meaning given in the relevant Final Terms;

"**Material Subsidiary**" means, at any relevant time, a Subsidiary of the Issuer:

(a) whose total assets or gross revenues (or, where the Subsidiary in question prepares consolidated financial statements, whose total consolidated assets or gross consolidated revenues) at any relevant time represent no less than 10 per cent. of the total consolidated assets or gross consolidated revenues, respectively, of the Group, as calculated by reference to the then latest consolidated audited accounts or consolidated six-monthly reports of the Issuer and the latest accounts or six-monthly reports of each relevant Subsidiary (consolidated or, as the case may be, unconsolidated)

prepared in accordance with IFRS EU, provided that in the case of a Subsidiary acquired after the end of the financial period to which the then latest consolidated audited accounts or consolidated six-monthly reports of the Issuer relate, then for the purpose of applying each of the foregoing tests, the reference to the Issuer's latest consolidated audited accounts or consolidated six-monthly reports shall be deemed to be a reference to such accounts or reports as if such Subsidiary had been shown therein by reference to its then latest relevant financial statements, adjusted as deemed appropriate by the auditors of the Issuer for the time being after consultation with the Issuer; or

(b) to which is transferred all or substantially all of the assets and undertaking of a Subsidiary which, immediately prior to such transfer, is a Material Subsidiary;

"**Maturity Date**" has the meaning given in the relevant Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Minimum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Moody's**" means Moody's Investors Service, Inc. or any of its respective successors or affiliates;

a "**Negative Rating Event**" shall be deemed to have occurred if at such time as there is no rating assigned to the Bearer Notes by a Rating Agency (i) the Issuer does not, either prior to, or not later than 21 days after, the occurrence of the Change of Control of the Issuer seek, and thereafter throughout the Change of Control Period use all reasonable endeavours to obtain, a rating of the Bearer Notes, or any other unsecured and unsubordinated debt of the Issuer or (ii) if the Issuer does so seek and use such endeavours, it is unable to obtain such a rating of at least Investment Grade Rating by the end of the Change of Control Period;

"**Non-Investment Grade Rating**" means the following Ratings: (a) with respect to Standard & Poor's, any of the categories below BBB- (or equivalent successor categories); (b) with respect to Moody's, any of the categories below Baa3 (or equivalent successor categories); and (c) with respect to Fitch, any of the categories below BBB- (or equivalent successor categories);

"**Optional Redemption Amount (Call)**" means, in respect of any Bearer Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Optional Redemption Amount (Put)**" means, in respect of any Bearer Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Optional Redemption Date (Call)**" has the meaning given in the relevant Final Terms;

"**Optional Redemption Date (Put)**" has the meaning given in the relevant Final Terms;

"Participating Member State" means a Member State of the European Union which adopts the euro as its lawful currency in accordance with the Treaty;

"**Payment Business Day**" means:

(a) if the currency of payment is euro, any day which is:

(i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(ii) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(b) if the currency of payment is not euro, any day which is:

(i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(ii) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"**Permitted Security Interest**" means any Security Interest created in respect of any Relevant Indebtedness of a company which has merged with the Issuer or one of its Subsidiaries or which has been acquired by the Issuer or one of its Subsidiaries, provided that such security was already in existence at the time of the merger or the acquisition, was not created for the purpose of financing the merger or the acquisition and is not increased in amount and not extended following the merger or the acquisition;

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency **provided, however, that**:

(a) in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and

(b) in relation to New Zealand dollars, it means either Wellington or Auckland as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"**Pro Forma Unencumbered Total Assets Value**" means the Unencumbered Total Assets Value as at the relevant Reference Date adjusted to include any event that has increased or decreased the Unencumbered Total Assets Value between the relevant Reference Date and the corresponding Reporting Date; and

"**Pro Forma Unsecured Debt**" means the Unsecured Debt as at the relevant Reference Date adjusted to include any event that has increased or decreased the Unsecured Debt between the relevant Reference Date and the corresponding Reporting Date.

"**Put Option Notice**" means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Bearer Note at the option of the Noteholder;

"**Put Option Receipt**" means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Bearer Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Bearer Note at the option of the Noteholder;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Bearer Notes specified in the relevant Final Terms;

"**Rating Agency**" means Moody's, Fitch or Standard & Poor's;

"**Ratings**" means any ratings that may be assigned to the Bearer Notes by a Rating Agency from time to time, at the invitation of the Issuer or by its own volition;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Redemption Margin**" will be as set out in the applicable Final Terms;

"**Reference Banks**" has the meaning given in the relevant Final Terms or, if none, four major banks selected by an Independent Financial Adviser which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues;

"**Reference Bond**" shall be the bond so specified in the applicable Final Terms or, if not so specified or if no longer available, the FA Selected Bond;

"**Reference Bond Price**" means, with respect to any date of redemption: (a) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations; or (b) if the Financial Adviser obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

"**Reference Bond Rate**" means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such date of redemption;

"**Reference Date**" means 30 June and 31 December of each year as the context requires;

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer, or their affiliates, which are (a) primary government securities dealers, and their respective successors, or (b) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any date for redemption, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the applicable Final Terms on the Make Whole Reference Date quoted in writing to the Calculation Agent by such Reference Government Bond Dealer;

"**Reference Price**" has the meaning given in the relevant Final Terms;

"**Reference Rate**" means SONIA, EURIBOR, SOFR or €STR as specified in the relevant Final Terms in respect of the currency and period specified in the relevant Final Terms;

"**Regular Period**" means:

(a) in the case of Bearer Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(b) in the case of Bearer Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(c) in the case of Bearer Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"**Relevant Potential Change of Control Announcement**" means any public announcement or statement by the Issuer, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Change of Control of the Issuer where within 180 days following the date of such announcement or statement, a Change of Control of the Issuer occurs;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Indebtedness**" means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Remaining Term Interest**" means with respect to any Bearer Note, the aggregate amount of scheduled payment(s) of interest on such Bearer Note for the remaining term of such Bearer Note to (i) the Maturity Date, or (ii) if Make Whole Exemption Period is specified as applicable in the relevant Final Terms, the first day of the Make Whole Exemption Period, in each case determined on the basis of the rate of interest applicable to such Bearer Note from and including the date on which such Bearer Note is to be redeemed by the Issuer in accordance with Condition 10(c).

"**Reporting Date**" means a date falling no later than 30 days after (i) the approval by the Issuer's General Shareholders' Meeting of the audited consolidated financial statements of the Issuer, with respect to a Reference Date falling on 31 December, or (ii) the approval by the Issuer's board of directors of the Issuer's interim consolidated financial statements, with respect to a Reference Date falling on 30 June;

"**Reserved Matter**" means any proposal to change any date fixed for payment of principal or interest in respect of the Bearer Notes, to reduce the amount of principal or interest payable on any date in respect of the Bearer Notes, to alter the method of calculating the amount of any payment in respect of the Bearer Notes or the date for any such payment, to change the currency of any payment under the Bearer Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"**Secured Debt**" means, as at each Reference Date, that portion of the Total Debt that is secured by a Security Interest on any assets of the Group;

"**Security Interest**" means, without duplication, any mortgage, charge, pledge, lien or other security interest or other preferential interest or arrangement having a similar economic effect, excluding any right of set-off, but including any conditional sale or other title retention arrangement or any finance leases;

"**Similar Security**" means a reference bond or reference bonds issued by the German Federal Government having an actual or interpolated maturity comparable with the remaining term of the Bearer Notes that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bearer Notes;

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination(s)**" has the meaning given in the relevant Final Terms;

"**Specified Office**" has the meaning given in the Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Final Terms;

"**Standard & Poor's**" means S&P Global Ratings Europe Limited, Sucursal en España or any of its respective successors or affiliates;

"**Subsidiary**" means any entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer;

"**Substantial Purchase Event**" shall be deemed to have occurred if at least 80 per cent. of the aggregate principal amount of the Bearer Notes of the relevant Series originally issued (which for these purposes shall include any further Bearer Notes of the same Series issued subsequently) is purchased by the Issuer or any Subsidiary of the Issuer (and in each case is cancelled in accordance with Condition 10(m));

"**Talon**" means a talon for further Coupons;

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

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro;

"**T2 System**" means the T2 system;

"**Total Assets Value of Colonial SFL**" means, as at each Reference Date, the aggregate value of the total assets of the Group as shown in the Issuer's audited annual consolidated financial statements or in the Issuer's semi-annual consolidated financial statements (as applicable) prepared as of the relevant Reference Date according to IFRS EU;

"**Total Debt**" means, as at each Reference Date, the aggregate amount of all Indebtedness of the Group as shown in the Issuer's audited annual consolidated financial statements or in the Issuer's semi-annual consolidated financial statements (as applicable) for that Reference Date;

"**Treaty**" means the Treaty establishing the European Union, as amended;

"**Voting Rights**" means, in respect of any person, the right generally to vote at a general meeting of shareholders of such person (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

"**Unencumbered Total Assets Value**" means, as at each Reference Date, the Total Assets Value of Colonial SFL excluding the value of any assets which are subject to a Security Interest as shown in the Issuer's audited annual consolidated financial statements or in the Issuer's semi-annual consolidated financial statements (as applicable) prepared as of the relevant Reference Date;

"**Unsecured Debt**" means, as at each Reference Date, that portion of the Total Debt that is not Secured Debt; and

"**Zero Coupon Note**" means a Bearer Note specified as such in the relevant Final Terms.

(b) *Interpretation*: In these Bearer Conditions:

(i) if the Bearer Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;

(ii) if Talons are specified in the relevant Final Terms as being attached to the Bearer Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;

(iii) if Talons are not specified in the relevant Final Terms as being attached to the Bearer Notes at the time of issue, references to Talons are not applicable;

(iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 12 (*Taxation*), any premium payable in respect of a Bearer Note and any other amount in the nature of principal payable pursuant to these Bearer Conditions;

(v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Bearer Conditions;

(vi) references to Bearer Notes being "outstanding" shall be construed in accordance with the Agency Agreement;

(vii) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Bearer Notes; and

(viii) any reference to the Agency Agreement shall be construed as a reference to the Agency Agreement as amended and/or supplemented up to and including the Issue Date of the Bearer Notes.

3. **Form, Denomination and Title**

The Bearer Notes are in bearer form in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination. Title to the Bearer Notes and the Coupons will pass by delivery. The holder of any Bearer Note or Coupon shall (except as otherwise required by law) 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 other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such holder. No person shall have any right to enforce any term or condition of any Bearer Note under the Contracts (Rights of Third Parties) Act 1999.

4. **Status**

The Bearer Notes constitute (subject to the provisions of Condition 5 (*Negative Pledge*)) direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves except for any applicable legal and statutory exceptions. Upon insolvency (*concurso*) of the Issuer, the obligations of the Issuer under the Bearer Notes shall (except for any applicable legal and statutory exceptions) at all times rank at least equally with all other unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer (unless they qualify as subordinated debts under Article 281 of the consolidated text of the Spanish Insolvency Law approved by Royal Decree 1/2020 of 5 May (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (as amended from time to time, including without limitation, by virtue of Law 16/2022, of 5 September, the "**Spanish Insolvency Law**") or equivalent legal provisions which replace it in the future).

Subject to the provisions of Condition 5 (Negative Pledge), in the event of insolvency (concurso) of the Issuer, under the Spanish Insolvency Law, claims relating to the Bearer Notes (which are not subordinated pursuant to Article 281 of the Spanish Insolvency Law) will be ordinary credits (créditos ordinarios) as defined in the Spanish Insolvency Law. Ordinary credits rank junior to credits against the insolvency estate (créditos contra la masa) and credits with a privilege (créditos privilegiados). Ordinary credits rank senior to subordinated credits.

Pursuant to Article 152 of the Spanish Insolvency Law, the accrual of interest (other than any ordinary interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security) shall be suspended as from the date of declaration of the insolvency of the Issuer. Interest on the Bearer Notes accrued but unpaid as of the commencement of any insolvency procedure of the Issuer (other than any interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security) shall constitute subordinated claims against the Issuer ranking in accordance with the provisions of Article 281.1.3º. of the Spanish Insolvency Law.

5. **Negative Pledge**

So long as any Bearer Note or Coupon remains outstanding (as defined in the Agency Agreement), the Issuer will not, and will ensure that none of its Material Subsidiaries will create, or have outstanding, any Security Interest (other than a Permitted Security Interest), upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto according to the Bearer Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

6. **Covenants**

For so long as any Bearer Note or Coupon remains outstanding (as defined in the Agency Agreement), the Issuer shall:

(a) *Unencumbered Assets*: ensure that as at each Reference Date the Unencumbered Total Assets Value will be at least equal to the Unsecured Debt;

(b) *Loan-to-Value Ratio:* ensure that as at each Reference Date the Loan-to-Value Ratio will be equal to or lower than 60%.

If the Loan-to-Value Ratio exceeds 60% as at any Reference Date, the Issuer undertakes to adopt the appropriate measures in order to restore the Loan-to-Value Ratio, including (without limitation) by means of a repayment of Indebtedness by making:

(i) equity contributions from the shareholders; or

(ii) assets disposals (which proceeds shall be applied for the repayment of Indebtedness),

in either case within 6 months (the "**LVR Rebalance Period**") following the date on which the Issuer first becomes aware that the Loan-to-Value Ratio exceeds 60% (the "**LVR Rebalance Remedy**"). The LVR Rebalance Remedy may not be exercised in two consecutive Calculation Periods, and in any event may not be exercised more than three times in total prior to the Maturity Date;

(c) *Interest Coverage Ratio:* ensure that as at each Reference Date the Interest Coverage Ratio will be equal to or higher than 1.75x;

(d) *Notice to Noteholders*: In addition to Condition 6(e) below, in the event that as at any Reference Date any covenant in Condition 6(a) to 6(c) above is breached (and, in the case of the covenants in Condition 6(a) and Condition 6(b), has not been remedied or a remedy is no longer available, as applicable), promptly (and in any event no later than the following relevant Reporting Date) notify the Noteholders in accordance with Condition 19 (*Notices*); and

(e) *Certificate*: deliver a certificate to the Fiscal Agent (a copy of which may be obtained by any Noteholder upon request to the Fiscal Agent) on each Reporting Date signed by one Authorised Officer of the Issuer, certifying that the Issuer is in compliance with the covenants set out in Conditions 6(a) to 6(c) above as at the relevant Reference Date (or, if applicable, in respect of the covenant in Condition 6(a) only, as at such Reporting Date, the Pro Forma Unencumbered Total Assets Value is not less than the Pro Forma Unsecured Debt; or in respect of the covenant in Condition 6(b) only, the Issuer is not in compliance but intends to exercise the LVR Rebalance Remedy), and containing (i) the formulae for the calculation of the relevant covenant, and (ii) a statement as to the correctness of such formulae. The Issuer shall deliver to the Fiscal Agent a separate report (a copy of which may be obtained by any Noteholder upon request to the Fiscal Agent) issued by the Issuer's auditors setting out the procedures used to calculate the relevant covenant and reviewing the application of the formulae certified by the Issuer.

(f) *Definitions:*

As used in this Condition 6:

"**Acceptable Bank**" means any bank or financial institution enjoying a rating of BB+ or above from Standard & Poor's or Fitch, or of Ba1 or above from Moody's.

"**Cash**" means, at any time, a cash amount, immediately available or deposited into an account held by the Issuer or any of its Subsidiaries, of which the Issuer or its Subsidiaries are the sole holders and beneficiaries, provided that:

(i) said cash is repayable within 30 days following the relevant calculation date;

(ii) the cash reimbursement does not depend on the prior payment of any other debt from any Group member or other person, or on the meeting of any other condition;

(iii) there is no security over said cash that impedes its availability by the Issuer or its wholly owned Subsidiaries; and

(iv) the cash amount is free and (except as provided in (i) above) immediately available for use towards early repayment of the Notes.

"**Cash-Equivalent Investments**" means, at all times:

(i) deposit certificates with a maturity date within the year following the relevant calculation date, issued by an Acceptable Bank or other entity with a similar rating;

(ii) any investment in negotiable debt obligations, issued by the government of the United States of America, the United Kingdom, any member of the European Economic Area, any Participating Member State, or any instrumental company or agency of any of these enjoying an equivalent rating, with maturity date within the year following the relevant calculation date, not convertible or exchangeable for any other title;

(iii) a promissory note not able to be converted or exchanged for any other title:

(a) for which there is a recognised trading market;

(b) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;

(c) with maturity during the year following the relevant calculation date; and

(d) enjoying a rating of A-1 or more, from Standard & Poor's, or F1 or above from Fitch, or P-1 or above from Moody's, or, if the promissory note is rated by an issuer with an equivalent rating in relation to its unsecured long-term debt obligations, whose rating has not increased;

(iv) any negotiable instrument entitled to a discount by the Bank of Spain or European Central Bank and, in any case, accepted by an Acceptable Bank or other similarly rated entity (or its equivalent uncapitalised amount);

(v) any investment accessible within a 30-day term in monetary market funds, which (i) enjoys a rating of A-1 or above from Standard & Poor's, or F1 or above from Fitch, or P-1 or above from Moody's,

in any case, which are owned exclusively by the Issuer or any of its Subsidiaries, not issued or secured by the Issuer or any of its Subsidiaries or subject to any security granted in favour of third parties not belonging to the Group.

"**Consolidated EBITDA**" means "Analytical EBITDA" as set forth in the section entitled "Alternative Performance Measures" in the consolidated management report or the consolidated interim directors' report of the Issuer's audited annual consolidated financial statements or semi-annual consolidated financial statements, as applicable.

"**Interest Coverage Ratio**" means, for each Reference Date, the percentage ratio of Consolidated EBITDA to Net Financial Cost, in each case, based on the 12 months immediately preceding the relevant Reference Date.

"**Loan-to-Value Ratio**" means the percentage ratio resulting from dividing the:

(i) Total Debt, net of Cash and Cash-Equivalent Investments,

by the

(ii) Total Assets Value of Colonial SFL, net of Cash and Cash-Equivalent Investments,

with respect to each Reference Date, save that for the purposes of calculating the Loan-to-Value Ratio for an LVR Rebalance Reporting Date, the values set forth in (i) and (ii) above shall include any event that has increased or decreased any such value following the exercise of the LVR Rebalance Remedy between the relevant Reference Date and the corresponding LVR Rebalance Reporting Date.

"**LVR Rebalance Reporting Date**" means a date falling within the relevant LVR Rebalance Period.

"**Net Financial Cost**" means "Analytical Financial Result" as set forth in the section entitled "Alternative Performance Measures" in the consolidated management report or the consolidated interim directors' report of the Issuer's audited annual consolidated financial statements or semi-annual consolidated financial statements, as applicable, in each case, excluding any one-off extraordinary costs or expenses.

7. **Fixed Rate Note Provisions**

(a) *Application:* This Condition 7 (*Fixed Rate Note Provisions*) is applicable to the Bearer Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest:* The Bearer Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Bearer Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Bearer Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Bearer Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount:* Other than if the Notes are redeemed on any date that is not an Interest Payment Date, the amount of interest payable in respect of each Bearer Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

(d) *Calculation of interest amount:* The amount of interest payable in respect of each Bearer Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Bearer Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

8. **Floating Rate Note Provisions**

(a) *Application:* This Condition 8 (*Floating Rate Note Provisions*) is applicable to the Bearer Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest:* The Bearer Notes bear interest from the Interest Commencement Date at the Rate of

Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Bearer Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 8 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Bearer Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Bearer Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Bearer Notes for each Interest Period will be (other than in respect of Notes for which SONIA, SOFR and/or €STR or any related index is specified as the Reference Rate in the relevant Final Terms) determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer, and such Independent Adviser acting in good faith and in a commercially reasonable manner;

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(iv) if, in the case of (i) above, such rate does not appear on that page or, in the case of (iii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, an Independent Financial Adviser shall:

(A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(B) determine the arithmetic mean of such quotations; and

(v) if fewer than two such quotations are provided as requested, an Independent Financial Adviser shall determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by any one or more major banks in the Principal Financial Centre of the Specified Currency, selected by the Independent Financial Adviser, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the

relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Bearer Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Bearer Notes in respect of a preceding Interest Period.

(d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Bearer Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) if the Final Terms specify either "2006 ISDA Definitions" or "2021 ISDA Definitions" as the applicable ISDA Definitions:

(A) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;

(B) the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the relevant Final Terms;

(C) the relevant Reset Date (as defined in the ISDA Definitions) unless otherwise specified in the relevant Final Terms, has the meaning given to it in the ISDA Definitions; and

(D) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the rate for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer, and such Independent Adviser acting in good faith and in a commercially reasonable manner.

(E) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Compounding is specified to be applicable in the relevant Final Terms and:

(1) if Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms;

(2) if Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or

(3) if Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;

(F) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Averaging is specified to be applicable in the relevant Final Terms and:

(1) if Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in relevant Final Terms;

(2) if Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Overnight Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or

(3) if Averaging with Lockout is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;

(G) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift (as defined in the ISDA Definitions) shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Final Terms; and

(H) If the specified Floating Rate Option is EUR-EURIBOR or EUR-EURIBOR Reuters and an Index Cessation Event (as defined in the ISDA Definitions) occurs, the Applicable Fallback Rate (as defined in the ISDA Definitions) will be determined as if the Fallback Observation Day (as defined in the ISDA Definitions) in respect of a Reset Date and the relevant Interest Period was five Business Days preceding the related Interest Payment Date;

(ii) references in the ISDA Definitions to:

(A) "**Confirmation**" shall be references to the relevant Final Terms;

(B) "**Calculation Period**" shall be references to the relevant Interest Period;

(C) "**Termination Date**" shall be references to the Maturity Date; and

(D) "**Effective Date**" shall be references to the Interest Commencement Date.

(iii) If the Final Terms specify "2021 ISDA Definitions" as being applicable:

(A) "**Administrator/Benchmark Event**" shall be disapplied; and

(B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

(e) *Interest – Floating Rate Notes referencing SONIA (Screen Rate Determination)*

(i) This Condition 8(e) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SONIA".

(ii) Where "SONIA" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent.

(iii) For the purposes of this Condition 8(e):

"**Compounded Daily SONIA**", with respect to an Interest Period, will be calculated by the Calculation Agent on each Interest Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_i \text{ x } n_i}{365}\right)-1\right] \text{x } \frac{365}{d}$$

"**d**" means the number of calendar days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"$\mathbf{d_o}$" means the number of London Banking Days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**i**" means a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant

Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including , the last London Banking Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling p London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Notes are due and payable).

"**London Banking Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"$\mathbf{n_i}$" for any London Banking Day "i", in the relevant Interest Period or Observation Period (as applicable) is the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "p" London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" for any Interest Period or Observation Period (as applicable), means the number of London Banking Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms, which shall not be fewer than five London Banking Days without prior agreement of the Calculation Agent, or if no such period is specified, five London Banking Days;

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

"**SONIAi**" means the SONIA Reference Rate for:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant London Banking Day "i".

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

(iv) If, in respect of any London Banking Day in the relevant Interest Period or Observation Period (as applicable), the Calculation Bank determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 8(m) (*Benchmark Replacement*), be:

(A) the sum of (A) the Bank of England's Bank Rate (the "Bank Rate") prevailing at close of business on the relevant London Banking Day and (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(B) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, (a) the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), or (b) if this is more recent, the latest determined rate under (A).

(v) Subject to Condition 8(m) (*Benchmark Replacement*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8(e), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(f) *Interest – Floating Rate Notes referencing SOFR (Screen Rate Determination)*

(i) This Condition 8(f) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SOFR".

(ii) Where "SOFR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the Benchmark plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.

(iii) For the purposes of this Condition 8(f):

"**Benchmark**" means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 8(f).

Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 8(f)(iv) below will apply.

"**Business Day**" means any weekday that is a U.S. Government Securities Business Day and is not

a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

"**Compounded SOFR**" with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i \; x \; n_i}{360}\right)-1\right] x \; \frac{360}{d}$$

"**d**" is the number of calendar days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

"$\mathbf{d_o}$" is the number of U.S. Government Securities Business Days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

"**i**" is a series of whole numbers from one to do, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period,

to and including the last US Government Securities Business Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes are due and payable);

"$\mathbf{n_i}$" for any U.S. Government Securities Business Day "i" in the relevant Interest Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1");

"**Observation Period**" in respect of an Interest Period means the period from, and including, the date falling "p" U.S. Government Securities Business Days preceding the first day in such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling "p" U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" for any Interest Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms, which shall not be fewer than five U.S. Government Securities Business Days without prior agreement of the Calculation Agent, or if no such period is specified, five U.S. Government Securities Business Days;

"**SOFR**" with respect to any U.S. Government Securities Business Day, means:

(a) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "SOFR Determination Time"); or

(b) Subject to Condition 8(f)(iv) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, or any successor source;

"**SOFRi**" means the SOFR for:

(a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i"; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant U.S. Government Securities Business Day "i"; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(iv) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will, subject to the prior agreement of the Calculation Agent or such other party responsible for calculating the Rate of Interest as specified in the relevant Final Terms, replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders.

Any determination, decision or election that may be made by the Issuer pursuant to this section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

(a) will be conclusive and binding absent manifest error;

(b) will be made in the sole discretion of the Issuer; and

(c) notwithstanding anything to the contrary in the documentation relating to the Notes, shall

become effective without consent from the holders of the Notes or any other party.

"**Benchmark**" means, initially, Compounded SOFR, as such term is defined above; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement.

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

(a) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (B) the Benchmark Replacement Adjustment;

(b) the sum of: (A) the ISDA Fallback Rate and (B) the Benchmark Replacement Adjustment; or

(c) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (B) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the issuer or its designee as of the Benchmark Replacement Date:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(a) in the case of clause (i) or (ii) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(b) in the case of clause (iii) of the definition of "Benchmark Transition Event," the date of the

public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(a) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(v) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition 8(f)(iv) above will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 19 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 8(f) and

(B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

(vi) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8(f), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(g) *Interest – Floating Rate Notes referencing €STR (Screen Rate Determination)*

(i) This Condition 8(g) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "€STR".

(ii) Where "€STR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.

(iii) For the purposes of this Condition 8(g):

"**Compounded Daily €STR**" means, with respect to any Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{€STR_i \times n_i}{D}\right)-1\right] \times \frac{D}{d}$$

where:

"**d**" means the number of calendar days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the relevant Final Terms (or, if no such number is

specified, 360);

"**d_o**" means the number of TARGET Settlement Days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

"**€STRi**" means the €STR reference rate for:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant TARGET Settlement Day "i".

"**i**" is a series of whole numbers from one to "do", each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Notes are due and payable);

"**n_i**" for any TARGET Settlement Day "i" in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day "i" up to (but excluding) the following TARGET Settlement Day;

"**Observation Period**" means, in respect of any Interest Period, the period from (and including) the date falling "p" TARGET Settlement Days prior to the first day of the relevant Interest Period (and the final Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling "p" TARGET Settlement Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) such earlier date, if any, on which the Notes become due and payable; and

"**p**" for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or, if no such period is specified, five TARGET Business Days.

(iv) Subject to Condition 8(m) (*Benchmark Replacement*), if, where any Rate of Interest is to be calculated pursuant to Condition 8(g)(ii) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

(v) Subject to Condition 8(m) (*Benchmark Replacement*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8(g), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(h) *Interest – SONIA Compounded Index and SOFR Compounded Index (Screen Rate Determination)*

This Condition 8(h) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and "Index Determination" is specified in the relevant Final Terms as being applicable.

Where "Index Determination" is specified in the relevant Final Terms as being applicable, the Rate of Interest for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\left(\frac{Compounded\ Index\ End}{Compounded\ Index\ Start} - 1\right) X \frac{Numerator}{d}$$

and rounded to the Relevant Decimal Place, plus or minus the Margin (if any), all as determined and calculated by the Calculation Agent, where:

"**Compounded Index**" shall mean either the SONIA Compounded Index or the SOFR Compounded Index, as specified in the relevant Final Terms;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**End**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**Index Days**" means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

"**Numerator**" means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360;

"**Relevant Decimal Place**" shall, unless otherwise specified in the Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

"**Relevant Number**" is as specified in the applicable Final Terms, but, unless otherwise specified shall be five;

"**SONIA Compounded Index**" means the Compounded Daily SONIA rate as published at 10:00 (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source;

"**SOFR Compounded Index**" means the Compounded Daily SOFR rate as published at 15:00 (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source; and

"**Start**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period.

Provided that a Benchmark Event has not occurred in respect of the relevant Compounded Index, if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if Index Determination was not specified in the applicable Final Terms and as if Compounded Daily SONIA or Compounded Daily SOFR (as defined in Condition 8(e) or Condition 8(f), as applicable) had been specified instead in the Final Terms, and in each case "Observation Shift" had been specified as the Observation Method in the relevant Final Terms, and where the Observation Shift Period for the purposes of that definition in Condition 8(e) or Condition 8(f) (as applicable) shall be deemed to be the same as the Relevant Number specified in the Final Terms and where, in the case of Compounded Daily SONIA, the Relevant Screen Page will be determined by the Issuer. For the avoidance of doubt, if a Benchmark Event has occurred in respect of the relevant Compounded Index, the provisions of Condition 8(m) (*Benchmark Replacement*) shall apply.

(i) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

(j) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Bearer Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Bearer Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(k) *Publication:* The Issuer will cause each Rate of Interest and Interest Amount determined by the Calculation Agent, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by the Calculation Agent together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Bearer Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Bearer Note having the minimum Specified Denomination.

(l) *Notifications etc.:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(m) *Benchmark Replacement:*

(i) Other than in the case of U.S. dollar-denominated floating rate Note for which the Reference Rate if specified in the relevant Final Terms as being "SOFR", if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall notify the Calculation Agent of the occurrence of such Benchmark Event and use its reasonable endeavours to appoint as soon as reasonably practicable, at the Issuer's own expense, an Independent Adviser to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 8(m)(iii)) and, in either case, an Adjustment Spread (in accordance with Condition 8(m)(iv)) and any Benchmark Amendments (in accordance with Condition 8(m)(v)).

An Independent Adviser appointed pursuant to this Condition 8(m)(i) shall act in good faith and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 8(m).

(ii) If the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 8(m)(iii) five Business Days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Bearer Notes in respect of the preceding Interest Period (or alternatively if there has not been a first Interest Payment Date, the rate of interest shall be the initial Rate of Interest (subject, where applicable, to substituting the Margin that applied to such preceding Interest Period for the Margin that is to be applied to the relevant Interest Period). For the avoidance of doubt, this Condition 8(m)(ii) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 8(m).

(iii) If the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines that:

(A) there is a Successor Rate, then, subject to notifying the Calculation Agent five Business Days in advance of the relevant Interest Determination Date, such Successor Rate shall (subject to adjustment as provided in Condition 8(m)(iv)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Bearer Notes (subject to the operation of this Condition 8(m)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then, subject to notifying the Calculation Agent five Business Days in advance of the relevant Interest Determination Date, such Alternative Rate shall (subject to adjustment as provided in Condition 8(m)(iv)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Bearer Notes (subject to the operation of this Condition 8(m)).

~~(iv)~~(i) If the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then, subject to notifying the Calculation Agent five

Business Days in advance of the relevant Interest Determination Date, such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

~~(v)~~(ii) If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 8(m) and the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines (i) that amendments to these Bearer Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to notifying the Calculation Agent five Business Days in advance of the relevant Interest Determination Date and further, subject to giving notice thereof in accordance with Condition 8(m)(vi), without any requirement for the consent or approval of Noteholders, vary these Bearer Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments (*provided that* the Benchmark Amendments do not, without the prior agreement of the Fiscal Agent, the Calculation Agent, each Paying Agent as applicable, have the effect of increasing the obligations or duties, or decreasing the rights or protections, of the Fiscal Agent, each Paying Agent or the Calculation Agent under these Bearer Conditions and/or the Agency Agreement) with effect from the date specified in such notice.

~~(vi)~~(iii) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 8(m) will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents but in any event no later than five Business Days prior to the relevant Interest Determination Date and, in accordance with Condition 19 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date (which shall not be less than five Business Days prior to the next Interest Determination Date) of the Benchmark Amendments, if any.

~~(vii)~~(iv) No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(A) confirming (x) that a Benchmark Event has occurred, (y) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and, (z) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 8(m); and

(B) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread.

~~(viii)~~(v) The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of such Successor Rate or Alternative Rate and such Adjustment Spread and such Benchmark Amendments (if any)) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Noteholders.

~~(ix)~~(vi) Without prejudice to Conditions 8(m)(i) to 8(m)(v), the Original Reference Rate and the other fallback provisions provided for in Conditions 8(c), 8(e), 8(f) and 8(g) (as applicable) will continue to apply unless and until a Benchmark Event has occurred.

~~(x)~~(vii) Notwithstanding any other provision of this Condition 8, if in the Fiscal Agent or, as the case may be, Calculation Agent's opinion there is, following determination and notification to such party of any Successor Rate, Alternative Rate, Adjustment Spread and/or any Benchmark Amendments, any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 8, the Fiscal Agent or, as the case may be, Calculation Agent shall promptly notify the Issuer thereof and the Issuer, having first consulted with the Independent Adviser, shall direct the Fiscal Agent or, as the case may be, Calculation Agent in writing as to which alternative course of action to adopt. If the Fiscal Agent or, as the case may be, Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Fiscal Agent or, as the case may be, Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

~~(xi)~~(viii) *Definitions:*

As used in this Condition 8(m)(xi):

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(B) (if no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines, is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(C) (if no such determination has been made) the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(D) (if the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines that no such industry standard is recognised or acknowledged), the Independent Adviser in its discretion, acting in a commercially reasonable manner and in good faith, determines to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines in accordance with Condition 8(m)(iii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes.

"**Benchmark Amendments**" has the meaning given to it in Condition 8(m)(v).

"**Benchmark Event**" means:

(A) the Original Reference Rate ceasing be published for a period of at least five Business Days or ceasing to exist; or

(B) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(C) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or

(E) a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Original Reference Rate is no longer representative of an underlying market; or

(F) it has become unlawful for any Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise in international debt capital markets appointed by the Issuer under Conditions 8(c)(ii) and 8(m)(i).

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Bearer Notes.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

9. **Zero Coupon Note Provisions**

(a) *Application:* This Condition 9 (*Zero Coupon Note Provisions*) is applicable to the Bearer Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Late payment on Zero Coupon Notes:* If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Bearer Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

10. **Redemption and Purchase**

(a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Bearer Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 11 (*Payments*).

(b) *Redemption for tax reasons:* The Bearer Notes may be redeemed at the option of the Issuer in whole, but not in part:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other period(s) as may be specified in the relevant Final Terms, (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

(A) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation)* as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Bearer Notes; and

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

provided, however, that no such notice of redemption shall be given earlier than:

(1) where the Bearer Notes may be redeemed at any time, 90 days (or such other period as may be specified in the relevant Final Terms) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Bearer Notes were then due; or

(2) where the Bearer Notes may be redeemed only on an Interest Payment Date, 60 days (or such other period as may be specified in the relevant Final Terms) prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Bearer Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent (A) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 10(b), the Issuer shall be bound to redeem the Bearer Notes in accordance with this Condition 10(b).

(c) *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Final Terms as being applicable, the Bearer Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part. Such Notes may be redeemed on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other period(s) as may be specified in the relevant Final Terms (which notice shall be irrevocable and shall oblige the Issuer to redeem the Bearer Notes or, as the case may be, the Bearer Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

The Optional Redemption Amount (Call) will either be the specified percentage of the nominal amount of the Bearer Notes stated in the applicable Final Terms or, if Make Whole Amount is specified in the applicable Final Terms, will be the higher of (a) 100 per cent. of the principal amount outstanding of the Bearer Notes to be redeemed; and (b) the sum of the present values of the principal amount outstanding of the Bearer Notes to be redeemed and the Remaining Term Interest on such Bearer Notes (exclusive of interest accrued to the date of redemption) discounted to the date of redemption, on an annual basis at (i) the Reference Bond Rate plus the Redemption Margin; or (ii) the Discount Rate, in each case as may be specified in the applicable Final Terms. If the Make Whole Exemption Period is specified as applicable and the Issuer gives notice to redeem the Bearer Notes during the Make Whole Exemption Period, the Optional Redemption Amount will be 100 per cent. of the principal amount outstanding of the Bearer Notes to be redeemed.

(d) *Residual maturity call option:* If the Residual Maturity Call Option is specified in the relevant Final Terms as being applicable, the Issuer may, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders (which notice shall specify the date fixed for redemption), redeem all (but not some only) of the outstanding Bearer Notes comprising the relevant Series at their principal amount together with interest accrued to, but excluding, the date fixed for redemption, which shall be no earlier than (i) three months before the Maturity Date in respect of Bearer Notes having a maturity of not more than ten years or (ii) six months before the Maturity Date in respect of Bearer Notes having a maturity of more than ten years, unless otherwise specified in the relevant Final Terms.

For the purpose of the preceding paragraph, the maturity of not more than ten years or the maturity of more than ten years shall be determined as from the Issue Date of the first Tranche of the relevant Series of Bearer Notes.

All Bearer Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 10(d).

(e) *Substantial Purchase Event*: If a Substantial Purchase Event is specified in the relevant Final Terms as being applicable and a Substantial Purchase Event has occurred and is continuing, then the Issuer may, subject to having given not less than 30 nor more than 60 days' irrevocable notice to the Noteholders, redeem the Bearer Notes comprising the relevant Series in whole, but not in part, in accordance with these Bearer Conditions at any time, in each case at their principal amount, together with any accrued and unpaid interest up to (but excluding) the date of redemption.

All Bearer Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 10(e).

(f) *Redemption following an Acquisition Event*: If an Acquisition Event is specified in the relevant Final Terms as being applicable and an Acquisition Event has occurred, then the Issuer may, subject to having given not less than 15 nor more than 60 days' notice to Noteholders, at any time during the Acquisition Event Notice Period (which notice shall be irrevocable and specify the date fixed for redemption), redeem all (but not only some) of the outstanding Bearer Notes. Any such redemption of Bearer Notes shall be, in each case at their Acquisition Event Redemption Amount together with any accrued and unpaid interest up to (but excluding) the date of redemption.

All Bearer Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 10(f).

Prior to the publication of any notice of redemption pursuant to this Condition 10(f), the Issuer shall deliver to the Fiscal Agent a certificate signed by two Authorised Officers (a copy of which may be obtained by any Noteholder upon request to the Fiscal Agent) of the Issuer stating that the Issuer is entitled to effect such redemption and certifying that an Acquisition Event has occurred.

(g) *Partial redemption:* in compliance with the requirements of the principal securities exchange, if any, on which that series of Bearer Notes are listed, and in compliance with the requirements of Euroclear or Clearstream, or if the Bearer Notes are not so listed or such exchange prescribes no method of selection and the Bearer Notes are not held through Euroclear or Clearstream, Luxembourg or Euroclear or Clearstream, Luxembourg prescribes no method of selection, on a pro rata basis by use of a pool factor; provided, however, that no Definitive Note of €100,000 in aggregate principal amount or less shall be redeemed in part and only Bearer Notes in integral multiples of €1,000 will be redeemed. The Fiscal Agent will not be liable for any selections made in accordance with this paragraph.

(h) *Redemption at the option of Noteholders:* If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Bearer Note redeem such Bearer Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 10(h), the holder of a Bearer Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put) (or such other period(s) as may be specified in the relevant Final Terms), deposit with any Paying Agent such Bearer Note together with all unmatured Coupons

relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Bearer Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Bearer Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 10(h), may be withdrawn; **provided, however, that** if, prior to the relevant Optional Redemption Date (Put), any such Bearer Note becomes immediately due and payable or, upon due presentation of any such Bearer Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Bearer Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Bearer Note is held by a Paying Agent in accordance with this Condition 10(h), the depositor of such Bearer Note and not such Paying Agent shall be deemed to be the holder of such Bearer Note for all purposes.

(i) *Redemption at the option of the Noteholders (Change of control of the Issuer)*: If Change of Control Put Event is specified in the relevant Final Terms as being applicable, a "**Put Event**" will be deemed to occur if:

(i) any person or any persons acting in concert acquire Control of the Issuer (a "**Change of control of the Issuer**"); and

(ii) on the date (the "**Relevant Date**") that is the earlier of (a) the date of the first public announcement of the relevant Change of Control of the Issuer and (b) the date of the earliest Relevant Potential Change of Control Announcement (if any), the Bearer Notes carry:

(A) an Investment Grade Rating from any Rating Agency whether provided by such Rating Agency at the invitation of the Issuer or by its own volition and such rating is, within the Change of Control Period, either downgraded to a Non-Investment Grade Rating or withdrawn and is not, within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to an Investment Grade Rating by such Rating Agency; or

(B) a Non-Investment Grade Rating from any Rating Agency whether provided by such Rating Agency at the invitation of the Issuer or by its own volition and such rating is, within the Change of Control Period, either downgraded by one or more rating categories (from Baa1 to Baa2 or such similar lowering) or withdrawn and is not, within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to its earlier credit rating or better by such Rating Agency; or

(C) no credit rating and a Negative Rating Event also occurs within the Change of Control Period,

provided that if upon the expiration of the Change of Control Period the Issuer has at least one Investment Grade Rating then sub-paragraphs (ii)(A) and (ii)(B) will not apply; and

(iii) in making any decision to downgrade or withdraw a credit rating pursuant to paragraphs (ii)(A) and (ii)(B) above or not to award at least an Investment Grade Rating as described in paragraph (ii) of the definition of Negative Rating Event, the relevant Rating Agency announces publicly or confirms in writing to the Issuer that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control of the Issuer or the Relevant Potential Change of Control Announcement.

If a Put Event occurs, the holder of each Bearer Note will have the option (a "**Change of Control Put Option**") (unless prior to the giving of the relevant Put Event Notice (as defined below) the Issuer has given notice of redemption under Condition 10(b), 10(c) or 10(d) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) such Bearer Note on the Put Date (as defined below) at its principal amount together with interest accrued to (but excluding) the Put Date.

Promptly upon the Issuer becoming aware that a Put Event has occurred the Issuer shall without delay give notice (a "**Put Event Notice**") to the Noteholders in accordance with Condition 19 (*Notices*) specifying the nature of the Put Event, the procedure for exercising the Change of Control Put Option and the date on which

the Put Period will end.

To exercise the Change of Control Put Option, the holder of a Bearer Note must deliver such Bearer Note to the Specified Office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the period (the "**Put Period**") of 30 days after a Put Event Notice is given, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Specified Office of any Paying Agent (a "**Put Notice**"). The Bearer Note should be delivered together with all Coupons appertaining thereto maturing after the date which is seven days after the expiration of the Put Period (the "**Put Date**"), failing which the Paying Agent will require payment from or on behalf of the Noteholder of an amount equal to the face value of any missing such Coupon. Any amount so paid will be reimbursed to the Noteholder against presentation and surrender of the relevant missing Coupon (or any replacement thereof issued pursuant to Condition 15 (*Replacement of Notes and Coupons*) at any time after such payment, but before the expiry of the period of five years from the date on which such Coupon would have become due, but not thereafter. The Paying Agent to which such Bearer Note and Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Bearer Note so delivered. Payment in respect of any Bearer Note so delivered will be made, if the holder duly specified a bank account in the Put Notice to which payment is to be made, on the Put Date by transfer to that bank account and, in every other case, on or after the Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the Specified Office of any Paying Agent. A Put Notice, once given, shall be irrevocable. For the purposes of these Bearer Conditions, receipts issued pursuant to Condition 19 (*Notices*) shall be treated as if they were Bearer Notes. The Issuer shall redeem or purchase (or procure the purchase of) the relevant Bearer Notes on the Put Date unless previously redeemed (or purchased) and cancelled.

If 85 per cent. or more in principal amount of the Bearer Notes then outstanding have been redeemed or purchased pursuant to this Condition 10(i), the Issuer may, on giving not less than 30 nor more than 60 days' notice to the Noteholders (such notice being given within 30 days after the Put Date), redeem or purchase (or procure the purchase of), at its option, all but not some only of the remaining outstanding Bearer Notes at their principal amount, together with interest accrued to (but excluding) the date fixed for such redemption or purchase.

If the rating designations employed by any of Moody's, Fitch or Standard & Poor's are changed from those which are described in paragraph (i)(B) of the definition of "Put Event" above, the Issuer shall determine the rating designations of Moody's, Fitch or Standard & Poor's (as appropriate) as are most equivalent to the prior rating designations of Moody's, Fitch or Standard & Poor's and this Condition 10(i) shall be construed accordingly.

(j) *No other redemption:* The Issuer shall not be entitled to redeem the Bearer Notes otherwise than as provided in paragraphs (a) to (i) above.

(k) *Early redemption of Zero Coupon Notes:* Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Bearer Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 10(k) or, if none is so specified, a Day Count Fraction of 30E/360.

(l) *Purchase:* The Issuer or any of its Subsidiaries may at any time purchase Bearer Notes in the open market or otherwise and at any price, **provided that** all unmatured Coupons are purchased therewith. Any Bearer Notes so purchased, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the

holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Condition 17(a) (*Meetings of Noteholders; Modification and Waiver*).

(m) *Cancellation:* All Bearer Notes so redeemed or purchased by the Issuer or any of its respective Subsidiaries and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

11. **Payments**

(a) *Principal:* Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the United States by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.

(b) *Interest:* Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.

(c) *Payments in New York City:* Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Bearer Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.

(d) *Payments subject to fiscal laws:* All payments in respect of the Bearer Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 12 (*Taxation)*) any law implementing an intergovernmental approach thereto.

(e) No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(f) *Deductions for unmatured Coupons:* If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Bearer Note is presented without all unmatured Coupons relating thereto:

(i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

(ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; **provided, however, that** where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

(g) *Unmatured Coupons void*: If the relevant Final Terms specifies that this Condition 11(g) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Bearer Note or early redemption in whole of such Bearer Note pursuant to Condition 10(b) (*Redemption for tax reasons*), Condition 10(c) (*Redemption at the option of the Issuer*), Condition 10(d) (*Residual maturity call option*), Condition 10(e) (*Substantial Purchase Event*), Condition 10(f) (*Redemption following an Acquisition Event*), Condition 10(h) (*Redemption at the option of Noteholders*), Condition 10(i) (*Redemption at the option of Noteholders (Change of control of the Issuer*)), or Condition 13 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

(h) *Payments on business days:* If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(i) *Payments other than in respect of matured Coupons:* Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) above).

(j) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

(k) *Exchange of Talons:* On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 14 (*Prescription*). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Bearer Note shall become void and no Coupon will be delivered in respect of such Talon.

12. **Taxation**

(a) *Gross up:* All payments of principal and interest in respect of the Bearer Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision therein or any authority therein or thereof having power to tax (the "**Spanish Tax Authorities**"), unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Bearer Note or Coupon presented for payment:

(i) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Bearer Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied,

collected, withheld or assessed other than the mere holding of the Bearer Note or Coupon; or

(ii) more than 30 days after the Relevant Date except to the extent that the holder of such Bearer Note or Coupon would have been entitled to such additional amounts on presenting such Bearer Note or Coupon for payment on the last day of such period of 30 days; or

(iii) to, or to a third party on behalf of, a holder in respect of whom the Issuer does not receive from the Fiscal Agent, within the time period established by applicable law, a duly executed and completed certificate required in order to comply with the Spanish Law 10/2014 as well as Royal Decree 1065/2007, (each, as amended from time to time)and any other implementing legislation or regulation; or

(iv) to, or to a third party on behalf of, a Spanish resident legal entity subject to Corporate Income Tax or a Spanish individual subject to Spanish Personal Income Tax, if the Spanish tax authorities determine that the Notes do not comply with the exemption requirements specified in the General Directorate for Taxation's ruling of 27 July 2004 and require a withholding to be made; or

(v) to, or to a third party on behalf of, a holder in respect of whose Bearer Notes the Issuer (or an agent acting on behalf of the Issuer) has not received the information as might be necessary under the applicable law or regulation to allow payments on such Bearer Notes to be made free and clear from withholding tax or deduction on account of taxes levied by the Kingdom of Spain, including when the Issuer does not receive such information concerning the Noteholders' identity and tax residence as may be required in order to comply with the procedures that may be implemented; or

(vi) to, or to a third party on behalf of, a holder, should the exemption of Law 10/2014 not be applicable, who does not comply with the Issuer's request to provide a valid certificate of tax residence duly issued by the tax authorities of the country of tax residence of the beneficial owner of the Bearer Notes, which the holder or the beneficial owner is required to provide by the applicable tax laws and regulations of the relevant taxing authority as a precondition to exemption from, or reduction in the rate of deduction or withholding of, Taxes imposed by such relevant taxing authority; or

(vii) presented for payment in the Kingdom of Spain; or

(viii) any combination of items (i) through (v) above.

For the avoidance of doubt, payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 12 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 12) any law implementing an intergovernmental approach thereto. No additional amounts will be paid on the Bearer Notes or Coupons with respect to any such withholding or deduction.

(b) *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than the Kingdom of Spain, references in these Bearer Conditions to the Kingdom of Spain shall be construed as references to the Kingdom of Spain and/or such other jurisdiction.

13. **Events of Default**

If any of the following events occurs and is continuing:

(a) *Non-Payment*: the Issuer fails to pay the principal or any interest on any of the Bearer Notes when due and such failure continues for a period of seven days in the case of principal and 14 days in the case of interest; or

(b) *Breach of Other Obligations*: the Issuer does not perform or comply with any one or more of its other

obligations under the Bearer Notes (including, but not limited to, any provision of Condition 5 (*Negative Pledge*)) which default is incapable of remedy or is not remedied within 30 Business Days after notice of such default shall have been given to the Issuer or to the Fiscal Agent at its Specified Office by any Noteholder; or

(c) *Breach of Covenant*: the Issuer does not perform or observe any of the covenants set forth in Condition 6 (*Covenants*) which default is incapable of remedy or is not remedied within any originally applicable grace period or is not remedied within 30 days after notice of such default shall have been given to the Issuer and to the Fiscal Agent at its Specified Office by any Noteholder, by providing an updated certificate, signed by one Authorised Officer of the Issuer, to the Fiscal Agent (a copy of which may be obtained by any Noteholder upon request to the Fiscal Agent), certifying that, as applicable, in respect of the covenant in Condition 6(a) and as at the relevant Reporting Date:

(i) the Pro Forma Unencumbered Total Assets Value, is not less than

(ii) the Pro Forma Unsecured Debt;

and in respect of the covenant in Condition 6(b), the Issuer is in compliance with the Loan-to-Value Ratio following the exercise of the LVR Rebalance Remedy as at the relevant LVR Rebalance Reporting Date and, in each case, containing (i) the formulae for the calculation of the relevant covenant, and (ii) a statement as to the correctness of such formulae. The Issuer shall deliver to the Fiscal Agent (a copy of which may be obtained by any Noteholder upon request to the Fiscal Agent) a separate report issued by the Issuer's auditors setting out the procedures used to calculate the relevant covenant and reviewing the application of the formulae certified by the Issuer; or

(d) *Cross-Default:* (i) any other present or future indebtedness of the Issuer or any of its Material Subsidiaries for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (iii) the Issuer or any of its Material Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 13(d) have occurred equals or exceeds EUR20,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the Euro as quoted by any leading bank on the day on which this Condition 13(d) operates); or

(e) *Enforcement Proceedings:* a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any of its Material Subsidiaries and is not discharged or stayed within 60 days, provided that the amount levied, enforced or sued on such distress, attachment or execution, individually or in aggregate with any other amount levied, enforced or sued, exceeds EUR20,000,000; or

(f) *Security Enforced*: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Material Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator, manager or other similar person), provided that the individual or aggregate value of all assets subject to the enforcement exceeds EUR20,000,000; or

(g) *Insolvency*: the Issuer or any of its Material Subsidiaries is (or is deemed by law or a court to be) insolvent or bankrupt (*concurso*) or unable to pay its debts when due, or is declared or a voluntary request has been submitted to a relevant court for the declaration of insolvency or bankruptcy, stops, suspends or threatens to stop or suspend regular payment of its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of its debts generally, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting the debts of the Issuer or any of its Material Subsidiaries generally; or

(h) *Winding-up*: an order is made or an effective resolution passed for the winding-up (*liquidación*) or

dissolution (*disolución*) of the Issuer or any of its Material Subsidiaries, or the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution of the Noteholders, or (ii) in the case of Material Subsidiary, whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer or any of its Subsidiaries; or

(i) *Authorisation and Consents*: any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Bearer Notes, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Bearer Notes admissible in evidence in the courts of England is not taken, fulfilled or done; or

(j) *Illegality:* it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Bearer Notes; or

(k) *Analogous Events*: any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraphs (e), (f), (g), (h) and (j) of this Condition 13;

then any Bearer Note may, by notice in writing given to the Fiscal Agent at its Specified Office by the Noteholder, be declared immediately due and payable whereupon it shall become immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further formality.

14. **Prescription**

Claims for principal shall become void unless the relevant Bearer Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

15. **Replacement of Notes and Coupons**

If any Bearer Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent (and, if the Bearer Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system 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 may reasonably require. Mutilated or defaced Bearer Notes or Coupons must be surrendered before replacements will be issued.

16. **Agents**

In acting under the Agency Agreement and in connection with the Bearer Notes and the Coupons, the Paying Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent or Calculation Agent and to appoint a successor fiscal agent or Calculation Agent and additional or successor paying agents; **provided, however, that***:*

(a) the Issuer shall at all times maintain a Fiscal Agent; and

(b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

(c) if and for so long as the Bearer Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

17. **Meetings of Noteholders; Modification and Waiver**

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Bearer Notes, including the modification of any provision of these Bearer Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than 10 per cent. of the aggregate principal amount of the outstanding Bearer Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more Persons holding or representing a clear majority of the aggregate principal amount of the outstanding Bearer Notes or, at any adjourned meeting, one or more Persons being or representing Noteholders whatever the principal amount of the outstanding Bearer Notes; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which one or more Persons holding or representing not less than two-thirds or, at any adjourned meeting, 25 per cent. of the aggregate principal amount of the outstanding Bearer Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of holders of not less than two-thirds of Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. 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 Noteholders.

(b) *Modification:* The Bearer Notes and these Bearer Conditions may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

18. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Bearer Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Bearer Notes.

19. **Notices**

Notices to the Noteholders shall be valid if published in a leading English language daily newspaper published in Dublin or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders. For so long as any Bearer Notes are admitted to trading on Euronext Dublin, the Issuer will also publish notices in accordance with the rules of Euronext Dublin.

Until such time as any definitive Notes are issued, there may, so long as any global Note is held in its entirety on behalf of Euroclear and/or Clearstream, Luxembourg be substituted for such publication as aforesaid the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the Noteholders in accordance with their respective rules and operating procedures. Any such notice shall be deemed to have been given to the Noteholders on the day on which the notice was given to Euroclear

and/or Clearstream, Luxembourg, as appropriate.

20. **Currency Indemnity**

Euro is the sole currency of account and payment for all sums payable by the Issuer under or in connection with the Bearer Notes and the Coupons, 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 otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer 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 Bearer Note or Coupon, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it will be sufficient for the Noteholder or Couponholder, as the case may be, 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 other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder 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 Bearer Note or Coupon or any other judgment or order.

21. **Rounding**

For the purposes of any calculations referred to in these Bearer Conditions (unless otherwise specified in these Bearer Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

22. **Governing Law and Jurisdiction**

(a) **Governing Law:** Save as described below, the Bearer Notes, the Agency Agreement and any non-contractual obligations arising out of or in connection with the Bearer Notes are governed by English law. The status of the Bearer Notes as described in Condition 4 (*Status*) is governed by Spanish law.

(b) **Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Bearer Notes or the Coupons and accordingly any legal action or proceedings arising out of or in connection with the Bearer Notes or the Coupons ("**Proceedings**") may be brought in such courts. The Issuer 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 Noteholders and Couponholders and shall not limit the right of any of them to take Proceedings in any court of a Member State under the Brussels Ia Regulation (in accordance with Chapters II, Sections 1 and 2 thereof) or of a State that is a party to the Lugano II Convention (in accordance with Title II, Sections 1 and 2 thereof) nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any number of competent jurisdictions in accordance with this Condition 22 (whether concurrently or not).

(c) **Agent for Service of Process:** The Issuer irrevocably appoints Law Debenture Corporate Services Limited of 8th floor, 100 Bishopsgate, London EC2N 4AG as its agent in England to receive service of process in any Proceedings in England based on any of the Bearer Notes or the Coupons. If for any reason the Issuer does not have such an agent in England, it will promptly appoint a substitute process agent and notify the Noteholders of such appointment. Nothing below shall affect the right to serve process in any other manner permitted by law.

TERMS AND CONDITIONS OF THE BOOK-ENTRY NOTES

The following is the text of the terms and conditions which, save for the text in italics and subject to completion in accordance with the relevant Final Terms, will be applicable to the Book-entry Notes. The relevant Final Terms shall not amend or replace any information in this Base Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Book-entry Notes may complete any information in this Base Prospectus.

1. Introduction

(a) *Programme*: Colonial SFL, SOCIMI, S.A. (the "**Issuer**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to EUR7,000,000,000 in aggregate principal amount of notes in book-entry form (the "**Book-entry Notes**") and in bearer form. These terms and conditions relate to notes issued under the Programme in book-entry form.

(b) *Final Terms*: Book-entry Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Book-entry Notes. Each Tranche is the subject of a final terms (the "**Final Terms**") which completes these terms and conditions (the "**Book-entry Conditions**"). The terms and conditions applicable to any particular Tranche of Book-entry Notes are these Book-entry Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Book-entry Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

(c) *Agency Agreements*: The Book-entry Notes are the subject of (i) a Spanish law-governed paying agency agreement dated 15 October 2026 (as amended or supplemented, the "**Spanish Agency Agreement**") between the Issuer and CaixaBank, S.A. as agent bank (the "**Spanish Paying Agent**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Book-entry Notes) and (ii), in respect of the provisions for meetings of Noteholders (as defined below) and the meaning of "outstanding" in respect of Book-entry Notes only, an amended and restated English law-governed fiscal agency agreement dated 15 October 2026 (as amended or supplemented, the "**Agency Agreement**") between the Issuer, Deutsche Bank AG, London Branch as fiscal agent and the other parties named therein.

(d) *Deed of Covenant*: The Book-entry Notes have the benefit of an English law-governed Deed of Covenant (the "**Book-entry Deed of Covenant**") entered into by the Issuer on 15 October 2026 to which these Book-entry Conditions will be affixed. In the Book-entry Deed of Covenant, the Issuer has covenanted in favour of each Noteholder (as defined below) that it will duly perform and comply with the obligations expressed to be undertaken by it in these Book-entry Conditions. The benefit of the Book-entry Deed of Covenant will not imply that the Book-entry Notes benefit from a security interest or that they have a higher ranking than other unsecured and unsubordinated obligations of the Issuer.

(e) *The Notes*: All subsequent references in these Book-entry Conditions to "Book-entry Notes" are to the Book-entry Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing at the registered office of the Issuer and on the Issuer's website at *www.colonial-sfl.com*.

(f) *Summaries*: Certain provisions of these Book-entry Conditions are summaries of the Spanish Agency Agreement and, in respect of the provisions for meetings of Noteholders (as defined below) and the meaning of "outstanding" in respect of Book-entry Notes only, the Agency Agreement and are subject to their detailed provisions. The Noteholders (as defined below) are bound by, and are deemed to have notice of, all the provisions of the Spanish Agency Agreement and the Agency Agreement applicable to them. Copies of the Spanish Agency Agreement and the Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Office of the Spanish Paying Agent, the initial Specified Office of which is set out below and on the Issuer's website at *www.colonial-sfl.com*.

2. **Interpretation**

(a) *Definitions*: In these Book-entry Conditions the following expressions have the following meanings:

"**2006 ISDA Definitions**" means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at *www.isda.org*);

"2021 ISDA Definitions" means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website (*www.isda.org*);

"**Accrual Yield**" has the meaning given in the relevant Final Terms;

"**Acquisition Completion Date**" means the date specified as such in the relevant Final Terms;

"**Acquisition Event**" means an event that shall be deemed to have occurred if the Issuer (i) has not, on or prior to the Acquisition Completion Date, completed and closed the acquisition of the Acquisition Target or (ii) has publicly announced that it no longer intends to pursue the acquisition of the Acquisition Target;

"**Acquisition Event Notice Period**" means the period specified as such in the relevant Final Terms;

"**Acquisition Event Redemption Amount**" means the amount specified as such in the relevant Final Terms;

"**Acquisition Target**" has the meaning given in the relevant Final Terms;

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Authorised Officer**" means the Chief Executive Officer or the Chief Financial Officer of the Issuer, or anyone delegated by the Board of Directors of the Issuer;

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

"**Business Day**" means:

(a) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;

(b) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre; and

(c) in respect of Notes for which the Reference Rate is specified as SOFR in the relevant Final Terms, any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(a) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(b) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day, save in respect of Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date;

(c) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(d) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that**:

(i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(e) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"**Calculation Amount**" has the meaning given in the relevant Final Terms;

"**Change of Control Period**" means the period commencing on and including the Relevant Date in relation to a Change of Control of the Issuer and ending 90 days after the Change of Control of the Issuer (or such longer period for which the Book-entry Notes are under consideration (such consideration having been announced publicly within the period ending 90 days after the Change of Control of the Issuer) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration);

"**Control**" has the meaning assigned to that term in Article 42(1) of the Spanish Commercial Code (*Código de Comercio*);

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Book-entry Conditions or the relevant Final Terms and:

(a) if "**Actual/Actual (ICMA)**" is so specified, means:

(i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(ii) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(b) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(d) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(e) if "**30/360**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(f) if "**30E/360**" or "**Eurobond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

(g) if "**30E/360 (ISDA)**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

"**Discount Rate**" will be as set out in the applicable Final Terms;

"**Early Redemption Amount (Tax)**" means, in respect of any Book-entry Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Early Termination Amount**" means, in respect of any Book-entry Note, its principal amount or such other amount as may be specified in these Book-entry Conditions or the relevant Final Terms;

"**EURIBOR**" means the Euro wholesale funding rate known as the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any successor administrator);

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**FA Selected Bond**" means a government security or securities selected by the Financial Adviser as having an actual or interpolated maturity comparable with the remaining term of the Book-entry Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Book-entry Notes and of a comparable maturity to the remaining term of the Book-entry Notes;

"**Final Redemption Amount**" means, in respect of any Book-entry Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Financial Adviser**" means the entity so specified in the applicable Final Terms or, if not so specified or such entity is unable or unwilling to act, any financial adviser selected by the Issuer;

"**Fitch**" means Fitch Ratings Ltd. or any of its respective successors or affiliates;

"**Fixed Coupon Amount**" has the meaning given in the relevant Final Terms;

"**Group**" means the Issuer and its Subsidiaries;

"**Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed in whatever form;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the International Financial Reporting Standards ("**IFRS EU**"), be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, but excluding the deferred purchase price of assets or services acquired in the ordinary course of business or otherwise arising from normal trade credit;

(g) amounts representing the balance deferred and unpaid for a period of more than 365 days of the purchase price of any property except any amount that constitutes an accrued expense or trade payable;

(h) shares which are expressed to be redeemable;

(i) without double counting, any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution (each an "**Instrument**"), where the payment obligations under the relevant Instrument have become effective; and

(j) without double counting, the amount of any liability in respect of any guarantee or indemnity, where the payment obligations under the relevant guarantee or indemnity have become effective, for any of the items referred to in paragraphs (a) to (i) above;

"**Independent Financial Adviser**" means an independent financial institution of international and reputable standing appointed by the Issuer in good faith and at its own expense;

"**Interest Amount**" means, in relation to a Book-entry Note and an Interest Period, the amount of interest payable in respect of that Book-entry Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Book-entry Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"**Interest Determination Date**" has the meaning given in the relevant Final Terms;

"**Interest Payment Date**" means any date or dates specified as such in the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date (or, if the Notes are redeemed on any earlier date, the relevant redemption date);

"**Investment Grade Rating**" means the following Ratings: (a) with respect to Standard & Poor's, any of the categories from and including AAA to and including BBB- (or equivalent successor categories); (b) with respect to Moody's, any of the categories from and including Aaa to and including Baa3 (or equivalent successor categories); and (c) with respect to Fitch, any of the categories from and including AAA to and including BBB- (or equivalent successor categories);

"**ISDA**" means the International Swaps and Derivatives Association, Inc. (or any successor);

"**ISDA Definitions**" has the meaning given in the relevant Final Terms;

"**Issue Date**" has the meaning given in the relevant Final Terms;

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

"**Make Whole Exemption Period**" will be as set out in the applicable Final Terms;

"**Make Whole Reference Date**" will be set out in the relevant notice of redemption, such date to fall no earlier than the date falling 30 days prior to the date of such notice;

"**Margin**" has the meaning given in the relevant Final Terms;

"**Material Subsidiary**" means, at any relevant time, a Subsidiary of the Issuer:

(a) whose total assets or gross revenues (or, where the Subsidiary in question prepares consolidated financial statements, whose total consolidated assets or gross consolidated revenues) at any relevant time represent no less than 10 per cent. of the total consolidated assets or gross consolidated revenues, respectively, of the Group, as calculated by reference to the then latest consolidated audited accounts or consolidated six-monthly reports of the Issuer and the latest accounts or six-monthly reports of each relevant Subsidiary (consolidated or, as the case may be, unconsolidated) prepared in accordance with IFRS EU, provided that in the case of a Subsidiary acquired after the end of the financial period to which the then latest consolidated audited accounts or consolidated six-monthly reports of the Issuer relate, then for the purpose of applying each of the foregoing tests, the reference to the Issuer's latest consolidated audited accounts or consolidated six-monthly reports shall be deemed to be a reference to such accounts or reports as if such Subsidiary had been shown therein by reference to its then latest relevant financial statements, adjusted as deemed appropriate by the auditors of the Issuer for the time being after consultation with the Issuer; or

(b) to which is transferred all or substantially all of the assets and undertaking of a Subsidiary which, immediately prior to such transfer, is a Material Subsidiary;

"**Maturity Date**" has the meaning given in the relevant Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Minimum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Moody's**" means Moody's Investors Service, Inc. or any of its respective successors or affiliates;

a "**Negative Rating Event**" shall be deemed to have occurred if at such time as there is no rating assigned to the Book-entry Notes by a Rating Agency (i) the Issuer does not, either prior to, or not later than 21 days after, the occurrence of the Change of Control of the Issuer seek, and thereafter throughout the Change of Control Period use all reasonable endeavours to obtain, a rating of the Book-entry Notes, or any other unsecured and unsubordinated debt of the Issuer or (ii) if the Issuer does so seek and use such endeavours, it is unable to obtain such a rating of at least Investment Grade Rating by the end of the Change of Control Period;

"**Non-Investment Grade Rating**" means the following Ratings: (a) with respect to Standard & Poor's, any of the categories below BBB- (or equivalent successor categories); (b) with respect to Moody's, any of the categories below Baa3 (or equivalent successor categories); and (c) with respect to Fitch, any of the categories below BBB- (or equivalent successor categories);

"**Optional Redemption Amount (Call)**" means, in respect of any Book-entry Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Optional Redemption Amount (Put)**" means, in respect of any Book-entry Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Optional Redemption Date (Call)**" has the meaning given in the relevant Final Terms;

"**Optional Redemption Date (Put)**" has the meaning given in the relevant Final Terms;

"Participating Member State" means a Member State of the European Union which adopts the euro as its lawful currency in accordance with the Treaty;

"**Payment Business Day**" means:

(a) if the currency of payment is euro, any day which is in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in

each (if any) Additional Financial Centre; or

(b) if the currency of payment is not euro, any day which is:

(i) a day on which banks in the relevant principal financial centre of the currency of payment are open payment of debt securities and for dealings in foreign currencies; and

(ii) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"**Permitted Security Interest**" means any Security Interest created in respect of any Relevant Indebtedness of a company which has merged with the Issuer or one of its Subsidiaries or which has been acquired by the Issuer or one of its Subsidiaries, provided that such security was already in existence at the time of the merger or the acquisition, was not created for the purpose of financing the merger or the acquisition and is not increased in amount and not extended following the merger or the acquisition;

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency **provided, however, that**:

(a) in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and

(b) in relation to New Zealand dollars, it means either Wellington or Auckland as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"**Pro Forma Unencumbered Total Assets Value**" means the Unencumbered Total Assets Value as at the relevant Reference Date adjusted to include any event that has increased or decreased the Unencumbered Total Assets Value between the relevant Reference Date and the corresponding Reporting Date; and

"**Pro Forma Unsecured Debt**" means the Unsecured Debt as at the relevant Reference Date adjusted to include any event that has increased or decreased the Unsecured Debt between the relevant Reference Date and the corresponding Reporting Date.

"**Put Option Notice**" means a notice which must be delivered to the Spanish Paying Agent by any Noteholder wanting to exercise a right to redeem a Book-entry Note at the option of the Noteholder;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Book-entry Notes specified in the relevant Final Terms;

"**Rating Agency**" means Moody's, Fitch or Standard & Poor's;

"**Ratings**" means any ratings that may be assigned to the Book-entry Notes by a Rating Agency from time to time, at the invitation of the Issuer or by its own volition;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Redemption Margin**" will be as set out in the applicable Final Terms;

"**Reference Banks**" has the meaning given in the relevant Final Terms or, if none, four major banks selected

by an Independent Financial Adviser which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues;

"**Reference Bond**" shall be the bond so specified in the applicable Final Terms or, if not so specified or if no longer available, the FA Selected Bond;

"**Reference Bond Price**" means, with respect to any date of redemption: (a) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations; or (b) if the Financial Adviser obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

"**Reference Bond Rate**" means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such date of redemption;

"**Reference Date**" means 30 June and 31 December of each year as the context requires;

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer, or their affiliates, which are (a) primary government securities dealers, and their respective successors, or (b) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any date for redemption, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the applicable Final Terms on the Make Whole Reference Date quoted in writing to the Calculation Agent by such Reference Government Bond Dealer;

"**Reference Price**" has the meaning given in the relevant Final Terms;

"**Reference Rate**" means SONIA, EURIBOR, SOFR or €STR as specified in the relevant Final Terms in respect of the currency and period specified in the relevant Final Terms;

"**Regular Period**" means:

(a) in the case of Book-entry Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(b) in the case of Book-entry Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(c) in the case of Book-entry Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"**Relevant Potential Change of Control Announcement**" means any public announcement or statement by the Issuer, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Change of Control of the Issuer where within 180 days following the date of such announcement or statement, a Change of Control of the Issuer occurs;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the

payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Spanish Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Indebtedness**" means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Remaining Term Interest**" means with respect to any Book-entry Note, the aggregate amount of scheduled payment(s) of interest on such Book-entry Note for the remaining term of such Book-entry Note to (i) the Maturity Date, or (ii) if Make Whole Exemption Period is specified as applicable in the relevant Final Terms, the first day of the Make Whole Exemption Period, in each case determined on the basis of the rate of interest applicable to such Book-entry Note from and including the date on which such Book-entry Note is to be redeemed by the Issuer in accordance with Condition 10(c).

"**Reporting Date**" means a date falling no later than 30 days after (i) the approval by the Issuer's General Shareholders' Meeting of the audited consolidated financial statements of the Issuer, with respect to a Reference Date falling on 31 December, or (ii) the approval by the Issuer's board of directors of the Issuer's semi-annual consolidated financial statements, with respect to a Reference Date falling on 30 June;

"**Reserved Matter**" means any proposal to change any date fixed for payment of principal or interest in respect of the Book-entry Notes, to reduce the amount of principal or interest payable on any date in respect of the Book-entry Notes, to alter the method of calculating the amount of any payment in respect of the Book-entry Notes or the date for any such payment, to change the currency of any payment under the Book-entry Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"**Secured Debt**" means, as at each Reference Date, that portion of the Total Debt that is secured by a Security Interest on any assets of the Group;

"**Security Interest**" means, without duplication, any mortgage, charge, pledge, lien or other security interest or other preferential interest or arrangement having a similar economic effect, excluding any right of set-off, but including any conditional sale or other title retention arrangement or any finance leases;

"**Similar Security**" means a reference bond or reference bonds issued by the German Federal Government having an actual or interpolated maturity comparable with the remaining term of the Book-entry Notes that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Book-entry Notes;

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination(s)**" has the meaning given in the relevant Final Terms;

"**Specified Office**" means the registered office of the Spanish Paying Agent from time to time;

"**Specified Period**" has the meaning given in the relevant Final Terms;

"**Standard & Poor's**" means S&P Global Ratings Europe Limited, Sucursal en España or any of its respective successors or affiliates;

"**Subsidiary**" means any entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer;

"**Substantial Purchase Event**" shall be deemed to have occurred if at least 80 per cent. of the aggregate principal amount of the Book-entry Notes of the relevant Series originally issued (which for these purposes shall include any further Book-entry Notes of the same Series issued subsequently) is purchased by the Issuer or any Subsidiary of the Issuer (and in each case is cancelled in accordance with Condition 10(m));

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

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro;

"**T2 System**" means the T2 system;

"**Total Assets Value of Colonial SFL**" means, as at each Reference Date, the aggregate value of the total assets of the Group as shown in the Issuer's audited annual consolidated financial statements or in the Issuer's semi-annual consolidated financial statements (as applicable) prepared as of the relevant Reference Date according to IFRS EU;

"**Total Debt**" means, as at each Reference Date, the aggregate amount of all Indebtedness of the Group as shown in the Issuer's audited annual consolidated financial statements or in the Issuer's semi-annual consolidated financial statements (as applicable) for that Reference Date;

"**Treaty**" means the Treaty establishing the European Union, as amended;

"**Voting Rights**" means, in respect of any person, the right generally to vote at a general meeting of shareholders of such person (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

"**Unencumbered Total Assets Value**" means, as at each Reference Date, the Total Assets Value of Colonial SFL excluding the value of any assets which are subject to a Security Interest as shown in the Issuer's audited annual consolidated financial statements or in the Issuer's semi-annual consolidated financial statements (as applicable) prepared as of the relevant Reference Date;

"**Unsecured Debt**" means, as at each Reference Date, that portion of the Total Debt that is not Secured Debt; and

"**Zero Coupon Note**" means a Book-entry Note specified as such in the relevant Final Terms.

(b) *Interpretation*: In these Book-entry Conditions:

(i) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 12 (*Taxation*), any premium payable in respect of a Book-entry Note and any other amount in the nature of principal payable pursuant to these Book-entry Conditions;

(ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Book-entry Conditions;

(iii) references to Book-entry Notes being "outstanding" shall be construed in accordance with the Agency Agreement;

(iv) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Book-entry Notes; and

(v) any reference to the Agency Agreement or the Spanish Agency Agreement shall be construed as a reference to the Agency Agreement or the Spanish Agency Agreement, respectively, as amended and/or supplemented up to and including the Issue Date of the Book-entry Notes.

3. **Form, Denomination and Title**

Form and denomination

The Book-entry Notes will be issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) in the aggregate nominal amount (the "**Aggregate Nominal Amount**"), specified denomination (the "**Specified Denomination**") and specified currency (the "**Specified Currency**") shown in the relevant Final Terms provided that the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Book-entry Notes).

Registration, clearing and settlement

The Book-entry Notes will be registered with the Spanish Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal ("**Iberclear**"), which is the Spanish Central Securities Depository, with its registered office at Plaza de la Lealtad, 1, 28014, Madrid, Spain. Holders of a beneficial interest in the Book-entry Notes who do not have, directly or indirectly through their custodians, a participating account with Iberclear may hold the Book-entry Notes through bridge accounts maintained by each of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") with Iberclear. Iberclear will manage the settlement of the Book-entry Notes, notwithstanding the Issuer's commitment to assist, when appropriate, on the settlement of the Book-entry Notes through Euroclear and Clearstream, Luxembourg.

The information concerning the International Securities Identification Number Code of the Book-entry Notes (the "**ISIN**") will be stated in the Final Terms.

Title and transfer

Title to the Book-entry Notes will be evidenced by book-entries and each person shown in the central registry managed (the "**Spanish Central Registry**") by Iberclear and in the registries maintained by the respective participating entities (*entidades participantes*) in Iberclear (the "**Iberclear Members**") as being the holder of the Book-entry Notes shall be considered the holder of the principal amount of the Book-entry Notes recorded therein. In these Book-entry Conditions, the "**Holder**" of a Book-entry Note means the person in whose name such Book-entry Note is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book and "**Noteholder**" shall be construed accordingly and when appropriate, means owners of a beneficial interest in the Book-entry Notes.

One or more certificates (each, a "**Certificate**") attesting to the relevant Noteholder's holding of the Book-entry Notes in the relevant registry will be delivered by the relevant Iberclear Member or, where the Holder is itself an Iberclear Member, by Iberclear (in each case, in accordance with the requirements of Spanish law and the relevant Iberclear Member's or, as the case may be, Iberclear's procedures) to such Holder upon such Holder's request.

The Book-entry Notes are issued without any restrictions on their free transferability. Consequently, the Book-entry Notes may be transferred and title to the Book-entry Notes may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Member) upon registration in the relevant registry of each Iberclear Member and / or Iberclear itself, as applicable. Each Holder will be treated as the legitimate owner (*titular legítimo*) of the relevant Book-entry Notes for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the Holder.

4. **Status**

The Book-entry Notes constitute (subject to the provisions of Condition 5 (*Negative Pledge*)) direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves except for any applicable legal and statutory exceptions. Upon insolvency (*concurso*) of the Issuer, the obligations of the Issuer under the Book-entry Notes shall (except for any applicable legal and statutory exceptions) at all times rank at least equally with all other unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer (unless they qualify as subordinated debts under Article 281 of the consolidated text of the Spanish Insolvency Law approved by Royal Decree 1/2020 of 5 May (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (as amended from time to time, including without limitation, by virtue of Law 16/2022, of 5 September, the "**Spanish Insolvency Law**") or equivalent legal provisions which replace it in the future).

Subject to the provisions of Condition 5 (Negative Pledge), in the event of insolvency (concurso) of the Issuer, under the Spanish Insolvency Law, claims relating to the Book-entry Notes (which are not subordinated pursuant to Article 281 of the Spanish Insolvency Law) will be ordinary credits (créditos ordinarios) as defined in the Spanish Insolvency Law. Ordinary credits rank junior to credits against the insolvency estate (créditos contra la masa) and credits with a privilege (créditos privilegiados). Ordinary credits rank senior to subordinated credits.

Pursuant to Article 152 of the Spanish Insolvency Law, the accrual of interest (other than any ordinary interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security) shall be suspended as from the date of declaration of the insolvency of the Issuer. Interest on the Book-entry Notes accrued but unpaid as of the commencement of any insolvency procedure of the Issuer (other than any interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security) shall constitute subordinated claims against the Issuer ranking in accordance with the provisions of Article 281.1.3º. of the Spanish Insolvency Law.

5. **Negative Pledge**

So long as any Book-entry Note remains outstanding (as defined in the Agency Agreement), the Issuer will not, and will ensure that none of its Material Subsidiaries will create, or have outstanding, any Security Interest (other than a Permitted Security Interest), upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto according to the Book-entry Notes the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

6. **Covenants**

For so long as any Book-entry Note remains outstanding (as defined in the Agency Agreement), the Issuer shall:

(a) *Unencumbered Assets*: ensure that as at each Reference Date the Unencumbered Total Assets Value will be at least equal to the Unsecured Debt;

(b) *Loan-to-Value Ratio:* ensure that as at each Reference Date the Loan-to-Value Ratio will be equal to or lower than 60%.

If the Loan-to-Value Ratio exceeds 60% as at any Reference Date, the Issuer undertakes to adopt the appropriate measures in order to restore the Loan-to-Value Ratio, including (without limitation) by means of a repayment of Indebtedness by making:

(i) equity contributions from the shareholders; or

(ii) assets disposals (which proceeds shall be applied for the repayment of Indebtedness),

in either case within 6 months (the "**LVR Rebalance Period**") following the date on which the Issuer first becomes aware that the Loan-to-Value Ratio exceeds 60% (the "**LVR Rebalance Remedy**"). The LVR Rebalance Remedy may not be exercised in two consecutive Calculation Periods, and in any event may not be exercised more than three times in total prior to the Maturity Date;

(c) *Interest Coverage Ratio:* ensure that as at each Reference Date the Interest Coverage Ratio will be equal to or higher than 1.75x;

(d) *Notice to Noteholders*: In addition to Condition 6(e) below, in the event that as at any Reference Date any covenant in Condition 6(a) to 6(c) above is breached (and, in the case of the covenants in Condition 6(a) and Condition 6(b), has not been remedied or a remedy is no longer available, as applicable), promptly (and in any event no later than the following relevant Reporting Date) notify the Noteholders in accordance with Condition 18 (*Notices*); and

(e) *Certificate*: deliver a certificate to the Spanish Paying Agent (a copy of which may be obtained by any Noteholder upon request to the Spanish Paying Agent) on each Reporting Date signed by one Authorised Officer of the Issuer, certifying that the Issuer is in compliance with the covenants set out in Conditions 6(a) to 6(c) above as at the relevant Reference Date (or, if applicable, in respect of the covenant in Condition 6(a) only, as at such Reporting Date, the Pro Forma Unencumbered Total Assets Value is not less than the Pro Forma Unsecured Debt; or in respect of the covenant in Condition 6(b) only, the Issuer is not in compliance but intends to exercise the LVR Rebalance Remedy), and containing (i) the formulae for the calculation of the relevant covenant, and (ii) a statement as to the correctness of such formulae. The Issuer shall deliver to the Spanish Paying Agent a separate report (a copy of which may be obtained by any Noteholder upon request to the Spanish Paying Agent) issued by the Issuer's auditors setting out the procedures used to calculate the relevant covenant and reviewing the application of the formulae certified by the Issuer.

(f) *Definitions:*

As used in this Condition 6:

"**Acceptable Bank**" means any bank or financial institution enjoying a rating of BB+ or above from Standard & Poor's or Fitch, or of Ba1 or above from Moody's.

"**Cash**" means, at any time, a cash amount, immediately available or deposited into an account held by the Issuer or any of its Subsidiaries, of which the Issuer or its Subsidiaries are the sole holders and beneficiaries, provided that:

(i) said cash is repayable within 30 days following the relevant calculation date;

(ii) the cash reimbursement does not depend on the prior payment of any other debt from any Group member or other person, or on the meeting of any other condition;

(iii) there is no security over said cash that impedes its availability by the Issuer or its wholly owned Subsidiaries; and

(iv) the cash amount is free and (except as provided in (i) above) immediately available for use towards early repayment of the Notes.

"**Cash-Equivalent Investments**" means, at all times:

(i) deposit certificates with a maturity date within the year following the relevant calculation date, issued by an Acceptable Bank or other entity with a similar rating;

(ii) any investment in negotiable debt obligations, issued by the government of the United States of America, the United Kingdom, any member of the European Economic Area, any Participating Member State, or any instrumental company or agency of any of these enjoying an equivalent rating, with maturity date within the year following the relevant calculation date, not convertible or exchangeable for any other title;

(iii) a promissory note not able to be converted or exchanged for any other title:

(a) for which there is a recognised trading market;

(b) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;

(c) with maturity during the year following the relevant calculation date; and

(d) enjoying a rating of A-1 or more, from Standard & Poor's, or F1 or above from Fitch, or P-1 or above from Moody's, or, if the promissory note is rated by an issuer with an equivalent rating in relation to its unsecured long-term debt obligations, whose rating has not increased;

(iv) any negotiable instrument entitled to a discount by the Bank of Spain or European Central Bank and, in any case, accepted by an Acceptable Bank or other similarly rated entity (or its equivalent uncapitalised amount);

(v) any investment accessible within a 30-day term in monetary market funds, which (i) enjoys a rating of A-1 or above from Standard & Poor's, or F1 or above from Fitch, or P-1 or above from Moody's,

in any case, which are owned exclusively by the Issuer or any of its Subsidiaries, not issued or secured by the Issuer or any of its Subsidiaries or subject to any security granted in favour of third parties not belonging to the Group.

"**Consolidated EBITDA**" means "Analytical EBITDA" as set forth in the section entitled "Alternative Performance Measures" in the consolidated management report or the consolidated interim directors' report of the Issuer's audited annual consolidated financial statements or semi-annual consolidated financial statements, as applicable.

"**Interest Coverage Ratio**" means, for each Reference Date, the percentage ratio of Consolidated EBITDA to Net Financial Cost, in each case, based on the 12 months immediately preceding the relevant Reference Date.

"**Loan-to-Value Ratio**" means the percentage ratio resulting from dividing the:

(i) Total Debt, net of Cash and Cash-Equivalent Investments,

by the

(ii) Total Assets Value of Colonial SFL, net of Cash and Cash-Equivalent Investments,

with respect to each Reference Date, save that for the purposes of calculating the Loan-to-Value Ratio for an LVR Rebalance Reporting Date, the values set forth in (i) and (ii) above shall include any event that has increased or decreased any such value following the exercise of the LVR Rebalance Remedy between the relevant Reference Date and the corresponding LVR Rebalance Reporting Date.

"**LVR Rebalance Reporting Date**" means a date falling within the relevant LVR Rebalance Period.

"**Net Financial Cost**" means "Analytical Financial Result" as set forth in the section entitled "Alternative Performance Measures" in the consolidated management report or the consolidated interim directors' report of the Issuer's audited annual consolidated financial statements or semi-annual consolidated financial statements, as applicable, in each case, excluding any one-off extraordinary costs or expenses.

7. **Fixed Rate Note Provisions**

(a) *Application:* This Condition 7 (*Fixed Rate Note Provisions*) is applicable to the Book-entry Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest:* The Book-entry Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Book-entry Note will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in

accordance with this Condition 7 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Book-entry Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Spanish Paying Agent has notified the Noteholders that it has received all sums due in respect of the Book-entry Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount:* The amount of interest payable in respect of each Book-entry Note for any Interest Period shall be the relevant Fixed Coupon Amount.

(d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Book-entry Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

8. **Floating Rate Note Provisions**

(a) *Application:* This Condition 8 (*Floating Rate Note Provisions*) is applicable to the Book-entry Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest:* The Book-entry Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 8 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Book-entry Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Spanish Paying Agent has notified the Noteholders that it has received all sums due in respect of the Book-entry Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Book-entry Notes for each Interest Period will be (other than in respect of Notes for which SONIA, SOFR and/or €STR or any related index is specified as the Reference Rate in the relevant Final Terms) determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in

consultation with an Independent Adviser appointed by the Issuer, and such Independent Adviser acting in good faith and in a commercially reasonable manner;

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(iv) if, in the case of (i) above, such rate does not appear on that page or, in the case of (iii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, an Independent Financial Adviser shall:

(A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(B) determine the arithmetic mean of such quotations; and

(v) if fewer than two such quotations are provided as requested, an Independent Financial Adviser shall determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by any one or more major banks in the Principal Financial Centre of the Specified Currency, selected by the Independent Financial Adviser, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Book-entry Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Book-entry Notes in respect of a preceding Interest Period.

(d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Book-entry Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) if the Final Terms specify either "2006 ISDA Definitions" or "2021 ISDA Definitions" as the applicable ISDA Definitions:

(A) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;

(B) the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the relevant Final Terms;

(C) the relevant Reset Date (as defined in the ISDA Definitions) unless otherwise specified in the relevant Final Terms, has the meaning given to it in the ISDA Definitions; and

(D) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the rate for such Interest Period shall be calculated by the

Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer, and such Independent Adviser acting in good faith and in a commercially reasonable manner.

(E) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Compounding is specified to be applicable in the relevant Final Terms and:

(1) if Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms;

(2) if Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or

(3) if Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;

(F) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Averaging is specified to be applicable in the relevant Final Terms and:

(1) if Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in relevant Final Terms;

(2) if Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Overnight Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or

(3) if Averaging with Lockout is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;

(G) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift (as defined in the ISDA Definitions) shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Final Terms; and

(H) If the specified Floating Rate Option is EUR-EURIBOR or EUR-EURIBOR Reuters and an Index Cessation Event (as defined in the ISDA Definitions) occurs, the Applicable Fallback Rate (as defined in the ISDA Definitions) will be determined as if the Fallback Observation Day (as defined in the ISDA Definitions) in respect of a Reset Date and the relevant Interest Period was five Business Days preceding the related Interest Payment Date;

(ii) references in the ISDA Definitions to:

(A) "**Confirmation**" shall be references to the relevant Final Terms;

(B) "**Calculation Period**" shall be references to the relevant Interest Period;

(C) "**Termination Date**" shall be references to the Maturity Date; and

(D) "**Effective Date**" shall be references to the Interest Commencement Date.

(iii) If the Final Terms specify "2021 ISDA Definitions" as being applicable:

(A) "**Administrator/Benchmark Event**" shall be disapplied; and

(B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

(e) *Interest – Floating Rate Notes referencing SONIA (Screen Rate Determination)*

(i) This Condition 8(e) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SONIA".

(ii) Where "SONIA" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent.

(iii) For the purposes of this Condition 8(e):

"**Compounded Daily SONIA**", with respect to an Interest Period, will be calculated by the Calculation Agent on each Interest Determination Date in accordance with the following formula,

and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_i \times n_i}{365}\right)-1\right] \times \frac{365}{d}$$

"**d**" means the number of calendar days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**d_o**" means the number of London Banking Days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**i**" means a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including , the last London Banking Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling p London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Notes are due and payable).

"**London Banking Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n_i**" for any London Banking Day "i", in the relevant Interest Period or Observation Period (as applicable) is the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "p" London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" for any Interest Period or Observation Period (as applicable), means the number of London Banking Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms, which shall not be fewer than five London Banking Days without prior agreement of the Calculation Agent or if no such period is specified, five London Banking Days;

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

"**SONIAi**" means the SONIA Reference Rate for:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant London Banking Day "i".

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

(iv) If, in respect of any London Banking Day in the relevant Interest Period or Observation Period (as applicable), the Calculation Bank determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 8(m) (*Benchmark Replacement*), be:

(A) the sum of (A) the Bank of England's Bank Rate (the "Bank Rate") prevailing at close of business on the relevant London Banking Day and (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(B) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, (a) the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), or (b) if this is more recent, the latest determined rate under (A).

(v) Subject to Condition 8(m) (*Benchmark Replacement*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8(e), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(f) *Interest – Floating Rate Notes referencing SOFR (Screen Rate Determination)*

(i) This Condition 8(f) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SOFR".

(ii) Where "SOFR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the Benchmark plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.

(iii) For the purposes of this Condition 8(f):

"**Benchmark**" means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 8(f).

Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 8(f)(iv) below will apply.

"**Business Day**" means any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

"**Compounded SOFR**" with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i \; x \; n_i}{360}\right)-1\right] x \; \frac{360}{d}$$

"**d**" is the number of calendar days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

"**d_o**" is the number of U.S. Government Securities Business Days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

"**i**" is a series of whole numbers from one to do, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period,

to and including the last US Government Securities Business Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes are due and payable);

"$\mathbf{n_i}$" for any U.S. Government Securities Business Day "i" in the relevant Interest Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1");

"**Observation Period**" in respect of an Interest Period means the period from, and including, the date falling "p" U.S. Government Securities Business Days preceding the first day in such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling "p" U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" for any Interest Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms, which shall not be fewer than five London Banking Days without prior agreement of the Calculation Agent, or if no such period is specified, five U.S. Government Securities Business Days;

"**SOFR**" with respect to any U.S. Government Securities Business Day, means:

(a) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "SOFR Determination Time"); or

(b) Subject to Condition 8(f)(iv) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, or any successor source;

"**SOFRi**" means the SOFR for:

(a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i"; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant U.S. Government Securities Business Day "i"; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(iv) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will, subject to the prior agreement of the Calculation Agent or such other party responsible for calculating the Rate of Interest as specified in the relevant Final Terms, replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders.

Any determination, decision or election that may be made by the Issuer pursuant to this section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

(a) will be conclusive and binding absent manifest error;

(b) will be made in the sole discretion of the Issuer; and

(c) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

"**Benchmark**" means, initially, Compounded SOFR, as such term is defined above; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement.

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

(a) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (B) the Benchmark Replacement Adjustment;

(b) the sum of: (A) the ISDA Fallback Rate and (B) the Benchmark Replacement Adjustment; or

(c) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (B) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the issuer or its designee as of the Benchmark Replacement Date:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(c) the spread adjustment (which may be a positive or negative value or zero) that has been selected

by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(a) in the case of clause (i) or (ii) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(b) in the case of clause (iii) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(a) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(v) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition 8(f)(iv) above will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 18 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 8(f) and

(B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

(vi) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8(f), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(g) *Interest – Floating Rate Notes referencing €STR (Screen Rate Determination)*

(i) This Condition 8(g) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "€STR".

(ii) Where "€STR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.

(iii) For the purposes of this Condition 8(g):

"**Compounded Daily €STR**" means, with respect to any Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{€STR_i \text{ x } n_i}{D}\right)-1\right] \text{x } \frac{D}{d}$$

where:

"**d**" means the number of calendar days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the relevant Final Terms (or, if no such number is specified, 360);

"**d_o**" means the number of TARGET Settlement Days in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

"**€STRi**" means the €STR reference rate for:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant TARGET Settlement Day "i".

"**i**" is a series of whole numbers from one to "do", each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

(a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

(b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Notes are due and payable);

"$\mathbf{n_i}$" for any TARGET Settlement Day "i" in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day "i" up to (but excluding) the following TARGET Settlement Day;

"**Observation Period**" means, in respect of any Interest Period, the period from (and including) the date falling "p" TARGET Settlement Days prior to the first day of the relevant Interest Period (and the final Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling "p" TARGET Settlement Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) such earlier date, if any, on which the Notes become due and payable; and

"**p**" for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or, if no such period is specified, five TARGET Business Days.

(iv) Subject to Condition 8(m) (*Benchmark Replacement*), if, where any Rate of Interest is to be calculated pursuant to Condition 8(g)(ii) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

(v) Subject to Condition 8(m) (*Benchmark Replacement*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8(g), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(h) *Interest – SONIA Compounded Index and SOFR Compounded Index (Screen Rate Determination)*

This Condition 8(h) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and "Index Determination" is specified in the relevant Final Terms as being applicable.

Where "Index Determination" is specified in the relevant Final Terms as being applicable, the Rate of Interest for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\left(\frac{Compounded\ Index\ End}{Compounded\ Index\ Start} - 1\right) X \frac{Numerator}{d}$$

and rounded to the Relevant Decimal Place, plus or minus the Margin (if any), all as determined and calculated by the Calculation Agent, where:

"**Compounded Index**" shall mean either the SONIA Compounded Index or the SOFR Compounded Index, as specified in the relevant Final Terms;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**End**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**Index Days**" means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

"**Numerator**" means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360;

"**Relevant Decimal Place**" shall, unless otherwise specified in the Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

"**Relevant Number**" is as specified in the applicable Final Terms, but, unless otherwise specified shall be five;

"**SONIA Compounded Index**" means the Compounded Daily SONIA rate as published at 10:00 (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source;

"**SOFR Compounded Index**" means the Compounded Daily SOFR rate as published at 15:00 (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source; and

"**Start**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period.

Provided that a Benchmark Event has not occurred in respect of the relevant Compounded Index, if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if Index Determination was not specified in the applicable Final Terms and as if Compounded Daily SONIA or Compounded Daily SOFR (as defined in Condition 8(e) or Condition 8(f), as applicable) had been specified instead in the Final Terms, and in each case "Observation Shift" had been specified as the Observation Method in the relevant Final Terms, and where the Observation Shift Period for the purposes of that definition in Condition 8(e) or Condition 8(f) (as applicable) shall be deemed to be the same as the Relevant Number specified in the Final Terms and where, in the case of Compounded Daily SONIA, the Relevant Screen Page will be determined by the Issuer. For the avoidance of doubt, if a Benchmark Event has occurred in respect of the relevant Compounded Index, the provisions of Condition 8(m) (*Benchmark Replacement*) shall apply.

(i) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

(j) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Book-entry Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Book-entry Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(k) *Publication:* The Issuer will cause each Rate of Interest and Interest Amount determined by the Calculation Agent, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by the Calculation Agent together with any relevant payment date(s) to be notified to the Spanish Paying Agent and each competent authority, stock exchange and/or quotation system (if any) by which the Book-entry Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Book-entry Note having the minimum Specified Denomination.

(l) *Notifications etc.:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Spanish Paying Agent and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(m) *Benchmark Replacement:*

(i) Other than in the case of U.S. dollar-denominated floating rate Note for which the Reference Rate if specified in the relevant Final Terms as being "SOFR", if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall notify the Calculation Agent of the occurrence of such Benchmark Event and use its reasonable endeavours to appoint as soon as reasonably practicable, at the Issuer's own expense, an Independent Adviser to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 8(m)(iii)) and, in either case, an Adjustment Spread (in accordance with Condition 8(m)(iv)) and any Benchmark Amendments (in accordance with Condition 8(m)(v)).

An Independent Adviser appointed pursuant to this Condition 8(m)(i) shall act in good faith and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Spanish Paying Agent, the Calculation Agent or the Noteholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 8(m).

(ii) If the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 8(m)(iii) five Business Days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Book-entry Notes in respect of the preceding Interest Period (or alternatively if there has not been a first Interest Payment Date, the rate of interest shall be the initial Rate of Interest (subject, where applicable, to substituting the Margin that applied to such preceding Interest Period for the Margin that is to be applied to the relevant Interest Period). For the avoidance of doubt, this Condition 8(m)(ii) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 8(m).

(iii) If the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines that:

(A) there is a Successor Rate, then, subject to notifying the Calculation Agent five Business Days in advance of the relevant Interest Determination Date, such Successor Rate shall (subject to adjustment as provided in Condition 8(m)(iv)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Book-entry Notes (subject to the operation of this Condition 8(m); or

(B) there is no Successor Rate but that there is an Alternative Rate, then, subject to notifying the Calculation Agent five Business Days in advance of the relevant Interest Determination Date, such Alternative Rate shall (subject to adjustment as provided in Condition 8(m)(iv)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Book-entry Notes (subject to the operation of this Condition 8(m).

~~(iv)~~(i) If the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then, subject to notifying the Calculation Agent five Business Days in advance of the relevant Interest Determination Date, such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

~~(v)~~(ii) If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 8(m) and the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines (i) that amendments to these Book-entry Conditions, the Spanish Agency Agreement and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to notifying the Calculation Agent five Business Days in advance of the relevant Interest Determination Date and further, subject to giving notice thereof in accordance with Condition 8(m)(vi), without any requirement for the consent or approval of Noteholders, vary these Book-entry Conditions, the Spanish Agency Agreement and/or the Agency Agreement to give effect to such Benchmark Amendments (*provided that* the Benchmark Amendments do not, without the prior agreement of the Spanish Paying Agent, the Paying Agents or the Calculation Agent, as applicable, have the effect of increasing the obligations or duties, or decreasing the rights or protections, of the Spanish Paying Agent, each Paying Agent or the Calculation Agent under these Book-entry Conditions, the Spanish Agency Agreement and/or the Agency Agreement) with effect from the date specified in such notice.

~~(vi)~~(iii) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 8(m) will be notified promptly by the Issuer to the Calculation Agent, the Spanish Paying Agent but in any event no later than five Business Days prior to the relevant Interest Determination Date and, in accordance with Condition 18 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date (which shall not be less than five Business Days prior to the next Interest Determination Date) of the Benchmark Amendments, if any.

~~(vii)~~(iv) No later than notifying the Spanish Paying Agent of the same, the Issuer shall deliver to the Spanish Paying Agent a certificate signed by two authorised signatories of the Issuer:

(A) confirming (x) that a Benchmark Event has occurred, (y) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and, (z) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 8(m); and

(B) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread.

~~(viii)~~(v) The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of such Successor Rate or Alternative Rate and such Adjustment Spread and such Benchmark Amendments (if any)) be binding on the Issuer, the Spanish Paying Agent, the Calculation Agent, the Paying Agents and the Noteholders.

~~(ix)~~(vi) Without prejudice to Conditions 8(m)(i) to 8(m)(v), the Original Reference Rate and the other fallback provisions provided for in Conditions 8(c), 8(e), 8(f) and 8(g) (as applicable) will continue to apply unless and until a Benchmark Event has occurred.

~~(x)~~(vii) Notwithstanding any other provision of this Condition 8, if in the Spanish Paying Agent or, as the case may be, Calculation Agent's opinion there is, following determination and notification to such party of any Successor Rate, Alternative Rate, Adjustment Spread and/or any Benchmark Amendments, any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 8, the Spanish Paying Agent or, as the case may be, Calculation Agent shall promptly notify the Issuer thereof and the Issuer, having first consulted with the Independent Adviser, shall direct the Spanish Paying Agent or, as the case may be, Calculation Agent in writing as to which alternative course of action to adopt. If the Spanish Paying Agent or, as the case may be, Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Spanish Paying Agent or, as the case may be, Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

~~(xi)~~(viii) *Definitions:*

As used in this Condition 8(m)(xi):

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(B) (if no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines, is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(C) (if no such determination has been made) the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(D) (if the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines that no such industry standard is recognised or acknowledged) the Independent Adviser in its discretion, acting in a commercially reasonable manner and in good faith, determines to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser, acting in a commercially reasonable manner and in good faith, determines in accordance with Condition 8(m)(iii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the

relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes.

"**Benchmark Amendments**" has the meaning given to it in Condition 8(m)(v).

"**Benchmark Event**" means:

(A) the Original Reference Rate ceasing be published for a period of at least five Business Days or ceasing to exist; or

(B) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(C) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or

(E) a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Original Reference Rate is no longer representative of an underlying market; or

(F) it has become unlawful for any Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise in international debt capital markets appointed by the Issuer under Conditions 8(c)(ii) and 8(m)(i).

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Book-entry Notes.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

9. **Zero Coupon Note Provisions**

(a) *Application:* This Condition 9 (*Zero Coupon Note Provisions*) is applicable to the Book-entry Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Late payment on Zero Coupon Notes:* If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Book-entry Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Spanish Paying Agent has notified the Noteholders that it has received all sums due in respect of the Book-entry Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

10. **Redemption and Purchase**

(a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Book-entry Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 11 (*Payments*).

(b) *Redemption for tax reasons:* The Book-entry Notes may be redeemed at the option of the Issuer in whole, but not in part:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other period(s) as may be specified in the relevant Final Terms, (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

(A) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation)* as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Book-entry Notes; and

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

provided, however, that no such notice of redemption shall be given earlier than:

(1) where the Book-entry Notes may be redeemed at any time, 90 days (or such other period as may be specified in the relevant Final Terms) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Book-entry Notes were then due; or

(2) where the Book-entry Notes may be redeemed only on an Interest Payment Date, 60 days (or such other period as may be specified in the relevant Final Terms) prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Book-entry Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Spanish Paying Agent (A) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result

of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 10(b), the Issuer shall be bound to redeem the Book-entry Notes in accordance with this Condition 10(b).

(c) *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Final Terms as being applicable, the Book-entry Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part. Such Notes may be redeemed on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other period(s) as may be specified in the relevant Final Terms (which notice shall be irrevocable and shall oblige the Issuer to redeem the Book-entry Notes or, as the case may be, the amount of the Book-entry Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

The Optional Redemption Amount (Call) will either be the specified percentage of the nominal amount of the Book-entry Notes stated in the applicable Final Terms or, if Make Whole Amount is specified in the applicable Final Terms, will be the higher of (a) 100 per cent. of the principal amount outstanding of the Book-entry Notes to be redeemed; and (b) the sum of the present values of the principal amount outstanding of the Book-entry Notes to be redeemed and the Remaining Term Interest on such Book-entry Notes (exclusive of interest accrued to the date of redemption) discounted to the date of redemption, on an annual basis at (i) the Reference Bond Rate plus the Redemption Margin; or (ii) the Discount Rate, in each case as may be specified in the applicable Final Terms. If the Make Whole Exemption Period is specified as applicable and the Issuer gives notice to redeem the Book-entry Notes during the Make Whole Exemption Period, the Optional Redemption Amount will be 100 per cent. of the principal amount outstanding of the Book-entry Notes to be redeemed.

(d) *Residual maturity call option:* If the Residual Maturity Call Option is specified in the relevant Final Terms as being applicable, the Issuer may, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders (which notice shall specify the date fixed for redemption), redeem all (but not some only) of the outstanding Book-entry Notes comprising the relevant Series at their principal amount together with interest accrued to, but excluding, the date fixed for redemption, which shall be no earlier than (i) three months before the Maturity Date in respect of Book-entry Notes having a maturity of not more than ten years or (ii) six months before the Maturity Date in respect of Book-entry Notes having a maturity of more than ten years, unless otherwise specified in the relevant Final Terms.

For the purpose of the preceding paragraph, the maturity of not more than ten years or the maturity of more than ten years shall be determined as from the Issue Date of the first Tranche of the relevant Series of Book-entry Notes.

All Book-entry Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 10(d).

(e) *Substantial Purchase Event*: If a Substantial Purchase Event is specified in the relevant Final Terms as being applicable and a Substantial Purchase Event has occurred and is continuing, then the Issuer may, subject to having given not less than 30 nor more than 60 days' irrevocable notice to the Noteholders, redeem the Book-entry Notes comprising the relevant Series in whole, but not in part, in accordance with these Book-entry Conditions at any time, in each case at their principal amount, together with any accrued and unpaid interest up to (but excluding) the date of redemption.

All Book-entry Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 10(e).

(f) *Redemption following an Acquisition Event*: If an Acquisition Event is specified in the relevant Final Terms as being applicable and an Acquisition Event has occurred, then the Issuer may, subject to having given not less than 15 nor more than 60 days' notice to Noteholders, at any time during the Acquisition Event Notice Period (which notice shall be irrevocable and specify the date fixed for redemption), redeem all (but not only some) of the outstanding Book-entry Notes. Any such redemption of Book-entry Notes shall be, in each case at their Acquisition Event Redemption Amount together with any accrued and unpaid interest up to (but excluding) the date of redemption.

All Book-entry Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 10(f).

Prior to the publication of any notice of redemption pursuant to this Condition 10(f), the Issuer shall deliver to the Spanish Paying Agent a certificate signed by two Authorised Officers (a copy of which may be obtained by any Noteholder upon request to the Spanish Paying Agent) of the Issuer stating that the Issuer is entitled to effect such redemption and certifying that an Acquisition Event has occurred.

(g) *Partial redemption:* in compliance with the requirements of the principal securities exchange, if any, on which that series of Book-entry Notes are listed, on a pro rata basis by use of a pool factor.

(h) *Redemption at the option of Noteholders:* If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Book-entry Note redeem such Book-entry Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 10(h), the holder of a Book-entry Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put) (or such other period(s) as may be specified in the relevant Final Terms), deliver a duly completed Put Option Notice in the form obtainable from the Spanish Paying Agent at its Specified Office which will, in turn, forward the Put Option Notice to the Issuer. The Spanish Paying Agent shall deliver a duly completed notice receipt to the relevant Holder. No such notice, once delivered in accordance with the Condition 10(h) may be withdrawn.

(i) *Redemption at the option of the Noteholders (Change of control of the Issuer)*: If Change of Control Put Event is specified in the relevant Final Terms as being applicable, a "**Put Event**" will be deemed to occur if:

(i) any person or any persons acting in concert acquire Control of the Issuer (a "**Change of control of the Issuer**"); and

(ii) on the date (the "**Relevant Date**") that is the earlier of (a) the date of the first public announcement of the relevant Change of Control of the Issuer and (b) the date of the earliest Relevant Potential Change of Control Announcement (if any), the Book-entry Notes carry:

(A) an Investment Grade Rating from any Rating Agency whether provided by such Rating Agency at the invitation of the Issuer or by its own volition and such rating is, within the Change of Control Period, either downgraded to a Non-Investment Grade Rating or withdrawn and is not, within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to an Investment Grade Rating by such Rating Agency; or

(B) a Non-Investment Grade Rating from any Rating Agency whether provided by such Rating Agency at the invitation of the Issuer or by its own volition and such rating is, within the Change of Control Period, either downgraded by one or more rating categories (from Baa1 to Baa2 or such similar lowering) or withdrawn and is not, within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to its earlier credit rating or better by such Rating Agency; or

(C) no credit rating and a Negative Rating Event also occurs within the Change of Control Period,

provided that if upon the expiration of the Change of Control Period the Issuer has at least one Investment Grade Rating then sub-paragraphs (ii)(A) and (ii)(B) will not apply; and

(iii) in making any decision to downgrade or withdraw a credit rating pursuant to paragraphs (ii)(A) and (ii)(B) above or not to award at least an Investment Grade Rating as described in paragraph (ii) of the definition of Negative Rating Event, the relevant Rating Agency announces publicly or confirms in writing to the Issuer that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control of the Issuer or the Relevant Potential Change of Control Announcement.

If a Put Event occurs, the holder of each Book-entry Note will have the option (a "**Change of Control Put Option**") (unless prior to the giving of the relevant Put Event Notice (as defined below) the Issuer has given notice of redemption under Condition 10(b), 10(c) or 10(d) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) such Book-entry Note on the Put Date (as defined below) at its principal amount together with interest accrued to (but excluding) the Put Date.

Promptly upon the Issuer becoming aware that a Put Event has occurred the Issuer shall without delay give notice (a "**Put Event Notice**") to the Noteholders in accordance with Condition 18 (*Notices*) specifying the nature of the Put Event, the procedure for exercising the Change of Control Put Option and the date on which the Put Period will end.

To exercise the Change of Control Put Option, the holder of a Book-entry Note must, during normal business hours of the Spanish Paying Agent falling within the period (the "**Put Period**") of 30 days after a Put Event Notice is given, deliver a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Specified Office of the Spanish Paying Agent (a "**Put Notice**") at its registered office which will, in turn, forward the Put Notice to the Issuer. The Spanish Paying Agent shall deliver a duly completed notice receipt to the relevant Holder. No such notice, once delivered in accordance with this Condition 10(i) may be withdrawn. The Issuer shall redeem or purchase (or procure the purchase of) the relevant Book-entry Notes on the Put Date unless previously redeemed (or purchased) and cancelled.

If 85 per cent. or more in principal amount of the Book-entry Notes then outstanding have been redeemed or purchased pursuant to this Condition 10(i), the Issuer may, on giving not less than 30 nor more than 60 days' notice to the Noteholders (such notice being given within 30 days after the Put Date), redeem or purchase (or procure the purchase of), at its option, all but not some only of the remaining outstanding Book-entry Notes at their principal amount, together with interest accrued to (but excluding) the date fixed for such redemption or purchase.

If the rating designations employed by any of Moody's, Fitch or Standard & Poor's are changed from those which are described in paragraph (i)(B) of the definition of "Put Event" above, the Issuer shall determine the rating designations of Moody's, Fitch or Standard & Poor's (as appropriate) as are most equivalent to the prior rating designations of Moody's, Fitch or Standard & Poor's and this Condition 10(i) shall be construed accordingly.

(j) *No other redemption:* The Issuer shall not be entitled to redeem the Book-entry Notes otherwise than as provided in paragraphs (a) to (i) above.

(k) *Early redemption of Zero Coupon Notes:* Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Book-entry Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 10(k) or, if none is so specified, a Day Count Fraction of 30E/360.

(l) *Purchase:* The Issuer or any of its Subsidiaries may at any time purchase Book-entry Notes in the open market or otherwise and at any price. Any Book-entry Notes so purchased, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Condition 16(a) (*Meetings of Noteholders; Modification and Waiver*).

(m) *Cancellation:* All Book-entry Notes so redeemed or purchased by the Issuer or any of its respective Subsidiaries shall be cancelled and may not be reissued or resold.

11. **Payments**

(a) *Principal and interest:* Payments in respect of the Book-entry Notes (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Holder maintained by or on behalf of it with a bank that processes payments in a city in which banks have access to the T2 System, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Member at close of business on the day immediately preceding the Business Day on which the payment of principal or interest, as the case may be, falls due. Holders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Member to receive payments under the relevant Book-entry Notes. None of the Issuer, the Spanish Paying Agent or, if applicable, any of the Dealers will have any responsibility or liability for the records relating to payments made in respect of the Book-entry Notes.

(b) *Payments subject to fiscal laws:* All payments in respect of the Book-entry Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 12 (*Taxation)*) any law implementing an intergovernmental approach thereto.

(c) No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) *Payments on business days:* If the due date for payment of any amount in respect of any Book-entry Note is not a Payment Business Day, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

12. **Taxation**

(a) *Gross up:* All payments of principal and interest in respect of the Book-entry Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision therein or any authority therein or thereof having power to tax (the "**Spanish Tax Authorities**"), unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Noteholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Book-entry Note:

(i) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Book-entry Note by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Book-entry Note; or

(ii) more than 30 days after the Relevant Date except to the extent that the holder of such Book-entry Note would have been entitled to such additional amounts on the last day of such period of 30 days; or

(iii) to, or to a third party on behalf of, a holder in respect of whom withholding is to be levied as a consequence of the Issuer having not received, within the time period established by applicable law, the relevant duly executed and completed certificate required in order to comply with the Spanish Law 10/2014 as well as Royal Decree 1065/2007 (each, as amended from time to time), and any other implementing legislation or regulation; or

(iv) to, or to a third party on behalf of, a holder, in respect of whose Book-entry Notes the Issuer (or an agent acting on behalf of the Issuer) has not received the information as might be necessary under the applicable law or regulation to allow payments on such Book-entry Note to be made free and clear from withholding tax or deduction on account of taxes levied by the Kingdom of Spain , including when the Issuer does not receive such information concerning such Noteholder's identity and tax residence as may be required in order to comply with the procedures that may be implemented; or

(v) any combination of items (i) through (v) above.

For the avoidance of doubt, payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 12 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 12) any law implementing an intergovernmental approach thereto. No additional amounts will be paid on the Book-entry Notes with respect to any such withholding or deduction.

(b) *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than the Kingdom of Spain, references in these Book-entry Conditions to the Kingdom of Spain shall be construed as references to the Kingdom of Spain and/or such other jurisdiction.

13. **Events of Default**

If any of the following events occurs and is continuing:

(a) *Non-Payment*: the Issuer fails to pay the principal or any interest on any of the Book-entry Notes when due and such failure continues for a period of seven days in the case of principal and 14 days in the case of interest; or

(b) *Breach of Other Obligations*: the Issuer does not perform or comply with any one or more of its other obligations under the Book-entry Notes (including, but not limited to, any provision of Condition 5 (*Negative Pledge*)) which default is incapable of remedy or is not remedied within 30 Business Days after notice of such default shall have been given to the Issuer or to the Spanish Paying Agent at its Specified Office by any Noteholder; or

(c) *Breach of Covenant*: the Issuer does not perform or observe any of the covenants set forth in Condition 6 (*Covenants*) which default is incapable of remedy or is not remedied within any originally applicable grace period or is not remedied within 30 days after notice of such default shall have been given to the Issuer and to the Spanish Paying Agent at its Specified Office by any Noteholder, by providing an updated certificate, signed by one Authorised Officer of the Issuer, to the Spanish Paying Agent (a copy of which may be obtained by any Noteholder upon request to the Spanish Paying Agent), certifying that, as applicable, in respect of the covenant in Condition 6(a) and as at the relevant Reporting Date:

(i) the Pro Forma Unencumbered Total Assets Value, is not less than

(ii) the Pro Forma Unsecured Debt;

and in respect of the covenant in Condition 6(b), the Issuer is in compliance with the Loan-to-Value Ratio following the exercise of the LVR Rebalance Remedy as at the relevant LVR Rebalance Reporting Date and, in each case, containing (i) the formulae for the calculation of the relevant covenant, and (ii) a statement as to the correctness of such formulae. The Issuer shall deliver to the Spanish Paying Agent (a copy of which may be obtained by any Noteholder upon request to the Spanish Paying Agent) a separate report issued by the Issuer's auditors setting out the procedures used to calculate the relevant covenant and reviewing the application of the formulae certified by the Issuer; or

(d) *Cross-Default:* (i) any other present or future indebtedness of the Issuer or any of its Material Subsidiaries for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (iii) the Issuer or any of its Material Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 13(d) have occurred equals or exceeds EUR20,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the Euro as quoted by any leading bank on the day on which this Condition 13(d) operates); or

(e) *Enforcement Proceedings:* a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any of its Material Subsidiaries and is not discharged or stayed within 60 days, provided that the amount levied, enforced or sued on such distress, attachment or execution, individually or in aggregate with any other amount levied, enforced or sued, exceeds EUR20,000,000; or

(f) *Security Enforced*: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Material Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator, manager or other similar person), provided that the individual or aggregate value of all assets subject to the enforcement exceeds EUR20,000,000; or

(g) *Insolvency*: the Issuer or any of its Material Subsidiaries is (or is deemed by law or a court to be) insolvent or bankrupt (*concurso*) or unable to pay its debts when due, or is declared or a voluntary request has been submitted to a relevant court for the declaration of insolvency or bankruptcy, stops, suspends or threatens to stop or suspend regular payment of its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of its debts generally, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting the debts of the Issuer or any of its Material Subsidiaries generally; or

(h) *Winding-up*: an order is made or an effective resolution passed for the winding-up (*liquidación*) or dissolution (*disolución*) of the Issuer or any of its Material Subsidiaries, or the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution of the Noteholders, or (ii) in the case of Material Subsidiary, whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer or any of its Subsidiaries; or

(i) *Authorisation and Consents*: any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Book-entry Notes, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Book-entry Notes admissible in evidence in the courts of England is not taken, fulfilled or done; or

(j) *Illegality:* it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Book-entry Notes; or

(k) *Analogous Events*: any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraphs (e), (f), (g), (h) and (j) of this Condition 13;

then any Book-entry Note may, by notice in writing given to the Spanish Paying Agent at its Specified Office by the Noteholder, be declared immediately due and payable whereupon it shall become immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further formality.

14. **Prescription**

Claims for principal shall become void unless made within ten years of the appropriate Relevant Date. Claims for interest shall become void unless made within five years of the appropriate Relevant Date.

15. **Agents**

In acting under the Spanish Agency Agreement and in connection with the Book-entry Notes, the Spanish Paying Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The Spanish Paying Agent and its initial Specified Office is listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent or Calculation Agent and to appoint a successor paying agent or Calculation Agent and additional or successor paying agents; **provided, however, that***:*

(a) the Issuer shall at all times maintain a Spanish Paying Agent; and

(b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

(c) if and for so long as the Book-entry Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a paying agent in any particular place, the Issuer shall maintain a paying agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in the Spanish Paying Agent or in its Specified Office shall promptly be given to the Noteholders.

16. **Meetings of Noteholders; Modification and Waiver**

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Book-entry Notes, including the modification of any provision of these Book-entry Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than 10 per cent. of the aggregate principal amount of the outstanding Book-entry Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more Persons holding or representing a clear majority of the aggregate principal amount of the outstanding Book-entry Notes or, at any adjourned meeting, one or more Persons being or representing Noteholders whatever the principal amount of the outstanding Book-entry Notes; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which one or more Persons holding or representing not less than two-thirds or, at any adjourned meeting, 25 per cent. of the aggregate principal amount of the outstanding Book-entry Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of holders of not less than two-thirds of Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. 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 Noteholders.

(b) *Modification:* The Book-entry Notes and these Book-entry Conditions may be amended without the consent of the Noteholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

17. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Book-entry Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Book-entry Notes.

18. **Notices**

Notices to the Noteholders will be published in the official bulletin of AIAF (*Boletín Diario de BME Renta Fija Unificado–AIAF*) and, where applicable, through the filing by the Issuer of an inside information or other relevant information notice (*comunicación de informacion privilegiada u otra información relevante*) with the CNMV. If the Book-entry Notes are also listed in other European regulated market, notices to Noteholders will be published in accordance with the requirements of such regulated market. Any such notice will be deemed to have been given on the date of the first publication. In addition, all notices to Noteholders shall also be made through Iberclear to their respective accountholders.

19. **Currency Indemnity**

Euro is the sole currency of account and payment for all sums payable by the Issuer under or in connection with the Book-entry Notes, 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 otherwise) by any Noteholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer 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 Book-entry Note, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it will be sufficient for the Noteholder 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 other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder 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 Book-entry Note or any other judgment or order.

20. **Rounding**

For the purposes of any calculations referred to in these Book-entry Conditions (unless otherwise specified in these Book-entry Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

21. **Governing Law and Jurisdiction**

(a) **Governing Law:** Save as described below, the Book-entry Notes, the Agency Agreement and any non-contractual obligations arising out of or in connection with the Book-entry Notes are governed by English law. The Spanish Agency Agreement and the title, transfer and status of the Book-entry Notes as described in Condition 3 (*Form, Denomination and Title*) and Condition 4 (*Status*), respectively, are governed by Spanish law.

(b) **Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Book-entry Notes and accordingly any legal action or proceedings arising out of or in connection with the Book-entry Notes ("**Proceedings**") may be brought in such courts. The Issuer

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 Noteholders and shall not limit the right of any of them to take Proceedings in any court of a Member State under the Brussels Ia Regulation (in accordance with Chapters II, Sections 1 and 2 thereof) or of a State that is a party to the Lugano II Convention (in accordance with Title II, Sections 1 and 2 thereof) nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any number of competent jurisdictions in accordance with this Condition 21 (whether concurrently or not).

(c) **Agent for Service of Process:** The Issuer irrevocably appoints Law Debenture Corporate Services Limited of 8th floor, 100 Bishopsgate, London EC2N 4AG as its agent in England to receive service of process in any Proceedings in England based on any of the Book-entry Notes. If for any reason the Issuer does not have such an agent in England, it will promptly appoint a substitute process agent and notify the Noteholders of such appointment. Nothing below shall affect the right to serve process in any other manner permitted by law.

SUMMARY OF PROVISIONS RELATING TO THE BEARER NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

Each Global Note will be in bearer form. Consequently, in relation to any Tranche of Notes represented by a Global Note, references in the Terms and Bearer Conditions of the Notes to "Noteholder" are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the bearer of the Global Note.

Bearer Conditions applicable to Global Notes

Each Global Note will contain provisions which modify the Terms and Bearer Conditions of the Notes as they apply to the Global Note. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered pro rata in the records of Euroclear and Clearstream, Luxembourg.

Payment Business Day: In the case of a Global Note, shall be: if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Exercise of put option: In order to exercise the option contained in Condition 10(h) (*Redemption at the option of Noteholders*) and Condition 10(i) (*Redemption at the option of Noteholders (Change of control of the Issuer*) the bearer of the Permanent Global Note must, within the period specified in the Bearer Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 11(c) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Bearer Conditions and the Notes to be redeemed will not be selected as provided in the Bearer Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the

Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

SUMMARY OF CLEARANCE AND SETTLEMENT PROCEDURES APPLICABLE TO BOOK–ENTRY NOTES

Below is a brief summary of the Spanish clearance and settlement procedures applicable to book-entry securities such as the Book-entry Notes.

The Spanish clearing, settlement and recording system of securities transactions allows the connection of the post-trading Spanish systems to the European T2 system Securities.

Iberclear

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form, and the settlement of all the trades from AIAF. To achieve this, Iberclear uses the technical platform named ARCO.

Iberclear is owned by *Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A.*, a holding company, which fully owns each of the Spanish regulated market, multilateral trading facilities and settlement systems. The corporate address of Iberclear is Plaza de la Lealtad 1, 28014, Madrid, Spain.

Iberclear Securities Registration System

The securities recording system of Iberclear is a two tier level registry: the keeping of the central record corresponds to Iberclear and the keeping of the detail records correspond to the participating entities (*entidades participantes*) in Iberclear.

Access to become a participating entity is restricted to (i) credit institutions, (ii) investment services companies which are authorised to render custody and administration of financial instruments, (iii) the Bank of Spain, (iv) the Spanish Public Administration and the Spanish General Treasury of the Social Security, (v) other duly authorised central securities depositories and central clearing counterparties and (vi) other public institutions and private entities when expressly authorised to become a participating entity in central securities depositories.

The central registry managed by Iberclear reflects (i) one or several proprietary accounts which show the balances of the participating entities' proprietary accounts; (ii) one or several general third-party accounts that will show the overall balances that the participating entities hold for third parties; (iii) individual accounts opened in the name of the owner, either individual or legal person; and (iv) individual special accounts of financial intermediaries which use the optional procedure of settlement of orders. Each member entity, in turn, maintains the detail records of the owners of the securities or the shares held in their general third-party accounts.

According to the above, Spanish law considers the owner of the securities to be:

(i) the member entity appearing in the records of Iberclear as holding the relevant securities in its own name;

(ii) the investor appearing in the records of the participating entity as holding the securities; or

(iii) the investor appearing in the records of Iberclear as holding securities in a segregated individual account.

The settlement and book-entry registration platform managed by Iberclear, which operates under the trade name of ARCO, receives the settlement instructions and forwards them to the relevant participating entities involved in each transaction. ARCO operates under a T+2 settlement standard, by which any transactions must be settled within two business days following the date on which the transaction was completed.

To evidence title to securities, at the owner's request the relevant participating entity must issue a legitimation certificate (*certificado de legitimación*). If the owner is a participating entity or a person holding securities in a segregated individual account, Iberclear is in charge of the issuance of the certificate regarding the securities held in their name.

Iberclear Settlement of securities traded on the AIAF

Iberclear and its member entities (*entidades participantes*) have the function of keeping the book-entry register of securities traded on the AIAF.

Securities traded on the AIAF are fixed income securities, including corporate bonds (for example, medium term notes and mortgage bonds) and bonds issued by the Kingdom of Spain and Spanish regions, represented in a dematerialised form.

The settlement system used for securities admitted for trading on the AIAF is the Model 1 delivery versus payment system, as per the classification of the Bank for International Settlements: that is, it is a "transaction-to-transaction" cash and securities settlement system with simultaneity in its finality.

Euroclear and Clearstream, Luxembourg

Investors who do not have, directly or indirectly through their custodians, a participating account with Iberclear may hold their investment in the Notes through bridge accounts maintained by each of Euroclear and Clearstream, Luxembourg with member entities (*entidades participantes*) in Iberclear.

USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Notes will be used:

(i) for the general corporate purposes of the Group, including the repayment of existing indebtedness of the Group, in which case "General Corporate Purposes" will be specified in the section entitled "Reasons for the Offer" in the applicable Final Terms;

(ii) to finance and/or refinance, in whole or in part, a portfolio that comprises Eligible Green Projects (the "**Eligible Green Portfolio**"), in which case the relevant Notes will be identified as "Green Bonds" in the title of the Notes and "Eligible Green Projects" will be specified in the section entitled "Reasons for the Offer" in the applicable Final Terms;

(iii) as otherwise specified, in respect of any particular Tranche of Notes, in the applicable Final Terms in the section entitled "Reasons for the Offer".

For the purpose of this Base Prospectus, "**Green Bonds**" are Notes issued to finance and/or refinance, in whole or in part, a portfolio that comprises Eligible Green Projects and "**Eligible Green Projects**" are projects supporting the EU environmental objective of climate change mitigation and selected United Nation's Sustainable Development Goals, all as further described in the green financing framework of the Group dated November 2024 (the "**Green Financing Framework**"). See "*Green Financing Framework of Colonial SFL*" for further information.

GREEN FINANCING FRAMEWORK OF COLONIAL SFL

Colonial SFL's ESG strategy and decarbonisation commitments

Colonial SFL's strategic decarbonisation plan is based on the commitment to achieve carbon neutrality across its entire office portfolio by 2030, in full alignment with the Paris Agreement of December 2015. Colonial SFL's decarbonisation pathway has been endorsed by the Science Based Targets initiative ("**SBTi**"), which has reinforced this commitment. Colonial SFL's target is compatible with a 50% reduction in Scope 1 and Scope 2 (market-based) emissions in absolute tonnes of CO_2e between 2018 and 2030, as set out in the SME approach developed by SBTi, establishing emission reduction targets aligned with limiting the increase in the Earth's average temperature to below 1.5°C.

During 2023, Colonial SFL developed a new climate strategy which increases the scope and ambition of its actions, enhancing its carbon strategy through a holistic approach and identifying concrete actions for all categories of greenhouse gas emissions, allowing the definition of specific targets for each source of carbon emissions that make up Colonial SFL's carbon footprint. This is implemented through a three-pillar climate strategy: (i) reducing emissions across the value chain and maximising energy efficiency; (ii) avoiding third-party emissions through stakeholder and customer engagement; and (iii) removing CO_2 through natural carbon absorption processes.

Rationale for green financing

Colonial SFL believes that green financing, including any Notes issued as Green Bonds under the Programme, is a tool that is closely aligned with its strategy and that will be used to develop its investment plan while giving investors the transparency to better allocate their funds and the ability to measure their contribution to sustainability.

With this objective, Colonial SFL's Green Financing Framework was first established in December 2021. Since its establishment, the Green Financing Framework has been subject to a number of updates, most recently in November 2024.

Notes issued pursuant to the Green Financing Framework under the Programme

Pursuant to the Green Financing Framework, Colonial SFL may issue green financing instruments from time to time. Such green financing instruments that may be issued under the Programme are Notes, the net proceeds of which are applied to finance and/or refinance, in whole or in part, the Eligible Green Portfolio, which consists of new or existing Eligible Green Projects. In such case, the Notes will be designated as "Green Bonds" in the title of the Notes in the applicable Final Terms. See "*Use of Proceeds*".

The ESG objective pursued by the Green Bonds is climate change mitigation. The Green Bonds are not sustainability-linked notes: none of the interest, redemption or other financial or structural characteristics of the Green Bonds varies by reference to the achievement or non-achievement by Colonial SFL of any ESG objective, key performance indicator or sustainability performance target, and no sustainability-linked notes will be issued under the Programme.

Summary of main components of the Green Financing Framework

The Green Financing Framework is aligned with the Green Bond Principles 2021 (as amended from time to time, the "**ICMA GBPs**") published by the International Capital Market Association and the Green Loan Principles 2023 (as amended from time to time, the "**LMA GLPs**") published by the Loan Market Association, and covers the four core components of the ICMA GBPs and the LMA GLPs, together with the recommendation on external review:

1. "Use of proceeds"

2. "Process for project evaluation and selection and Management of proceeds"

3. "Reporting"

4. "External verification"

The ICMA GBPs are available at *https://www.icmagroup.org/sustainable-finance/the-principles-guidelines-and-handbooks/green-bond-principles-gbp/* and the LMA GLPs are available at *https://www.lma.eu.com/sustainable-lending.* Neither the ICMA GBPs nor the LMA GLPs is the EU Taxonomy. The contents of these websites do not form part of this Base Prospectus and are not incorporated by reference in it.

Application of proceeds

An amount equal to the net proceeds of each Tranche of Green Bonds issued pursuant to the Programme is to be applied to finance or refinance, in whole or in part, the Eligible Green Portfolio, subject to and in accordance with "*—Management of proceeds*" and "*—Permissible deviations from the allocation*" below.

As at the date of this Base Prospectus, the specific Eligible Green Projects included in the Eligible Green Portfolio for a particular Green Bond to be issued under the Programme have not been identified. The criteria which will be used by Colonial SFL to identify Eligible Green Projects are set out below.

In order for Eligible Green Projects to be eligible under the Green Financing Framework, they must fall into one of the following categories (each an "**Eligible Green Category**"), which are

- Green Buildings – Acquisition and ownership of buildings;
- Green Buildings – Construction of new buildings; and
- Green Buildings – Renovation of existing buildings,

and satisfy at least one of the relevant eligibility criteria set out below for each Eligible Green Category in the Green Financing Framework.

While certain of the eligibility criteria set out below refer to technical screening criteria for substantial contribution to climate change mitigation set out in the EU Taxonomy, this relates to substantial contribution only: no assessment is made under the Green Financing Framework of compliance with the "do no significant harm" criteria or the minimum safeguards under the EU Taxonomy. Accordingly, no Eligible Green Project, Eligible Green Portfolio or Green Bond issuer under the Programme should be regarded as "Taxonomy-aligned" for the purposes of the EU Taxonomy.

Acquisition and ownership of buildings

- for buildings completed before 2020, an energy performance certificate of class A or membership of the top 15% of the national or regional building stock by primary energy demand; for buildings completed after 2020, compliance with the criteria in Annex I, Section 7.1 of Commission Delegated Regulation (EU) 2021/2139 (the "**EU Taxonomy Climate Delegated Act**"). Where Colonial SFL develops an asset for its own leasing activity on delivery, the relevant economic activity for Colonial SFL on and from delivery is that described in Annex I, Section 7.7 of the EU Taxonomy Climate Delegated Act, which requires a building built after 31 December 2020 to meet the criteria specified in Section 7.1 of that Annex that are relevant at the time of acquisition (large non-residential buildings above 290 kW of rated output are subject to additional energy-performance monitoring);
- a green building certification of LEED Gold or above, BREEAM In-Use Very Good or above (with at least 70% score in the energy category), or HQE Excellent or above; or
- compliance with the applicable CRREM carbon/energy intensity pathway for the relevant building type, country and year.

Construction of new buildings

- a certification of LEED Gold or above, BREEAM New Construction Excellent or above, or HQE Excellent or above; or

- for buildings completed before 2020, an energy performance certificate of class A or membership of the top 15% of the national or regional building stock by primary energy demand; for buildings completed after 2020, compliance with the criteria in Annex I, Section 7.7 of the EU Taxonomy Climate Delegated Act, which for such buildings requires compliance with the criteria specified in Section 7.1 of that Annex (large non-residential buildings above 290 kW of rated output are subject to additional energy-performance monitoring).

Renovation of existing buildings

- a certification of LEED Gold or above, BREEAM Excellent or above, or HQE Excellent or above;

- compliance with the applicable CRREM pathway measured ten years after delivery; or

- satisfaction of the EU Taxonomy's "major renovation" requirements or achievement of a reduction in primary energy demand of at least 30% (as set out in Annex I, Section 7.2 of the EU Taxonomy Climate Delegated Act).

Eligible Green Projects to be included in the Eligible Green Portfolio for a specific Green Bond are valued by reference to the latest available appraisal (with no specific look-back period), whereas green capex is subject to a 36-month look-back period. The value of such Eligible Green Portfolio is net of any assets already financed under other outstanding green or dedicated financings.

The green building certification schemes referred to above are LEED (administered by the U.S. Green Building Council, *https://www.usgbc.org/leed*), BREEAM (administered by BRE, *https://bregroup.com/products/breeam/*) and HQE (administered by Alliance HQE-GBC and certified by Certivea, *https://www.hqegbc.org/*). The Carbon Risk Real Estate Monitor decarbonisation pathways are published at *https://www.crrem.eu/*. None of these certification schemes or methodologies is the EU Taxonomy, and none of them lays down criteria determining whether an economic activity qualifies as environmentally sustainable for the purposes of the EU Taxonomy Regulation. The contents of these websites do not form part of this Base Prospectus and are not incorporated by reference in it.

Process for project evaluation and selection and management of proceeds

An amount equivalent to all outstanding Green Bonds or other green financing instruments will be allocated to the Eligible Green Portfolio in accordance with "*—Application of proceeds*" above, subject to verification of compliance with the Green Eligibility Criteria and annual validation by Colonial SFL's ESG Committee.

Permissible deviations from the allocation

The following deviations from the allocation of an amount equal to the net proceeds of the Green Bonds to the Eligible Green Portfolio are permitted under the Green Financing Framework:

(a) pending allocation, including following a new issue, and at any time at which the amount of the Eligible Green Portfolio is less than the aggregate amount of the outstanding Green Bonds and other green financing instruments, the relevant amounts may be held in cash and cash equivalents, including short-term deposits, money market funds or equivalents, in accordance with the Issuer's investment guidelines, excluding environmentally or socially harmful activities, and any applicable responsible investment policy;

(b) an Eligible Green Project may cease to satisfy the Green Eligibility Criteria and be removed from the Eligible Green Portfolio, in which case the ESG Committee will seek to substitute it as soon as practicable once an appropriate replacement Eligible Green Project has been identified; and

(c) the Issuer will use best efforts to reach full allocation within 24 months. If full allocation is not achieved within that period, the unallocated amounts will continue to be held as described in paragraph (a) above until allocated, and the remaining unallocated amount and percentage will be disclosed in the relevant Allocation and Impact Report

None of the allocation of an amount equal to the net proceeds of any Green Bond to the Eligible Green Portfolio, the maintenance of the Eligible Green Portfolio, the substitution of Eligible Green Projects or the reporting undertakings described under "*—Reporting*" below forms part of the Conditions. Any failure to comply with any of them will not constitute an Event of Default under, or give rise to, any other right or remedy in respect of, the Notes. See "*Risk Factors—Risks related to the Notes generally—Risks related to green bonds*".

Reporting

Post-issuance information will be provided. Colonial SFL will prepare, and make available to investors on its website, an Allocation and Impact Report for Green Bonds issued pursuant to the Green Financing Framework, specifying the relevant measurement methodologies. Such Allocation and Impact Report will be prepared each year until maturity of any outstanding Green Bond issued pursuant to the Green Financing Framework, the first such report being published within 12 months of the first issue of Green Bonds under the Programme.

The Allocation and Impact Report will contain the following information:

- the total amount of Green Bonds or other green financing instruments outstanding;
- the amount of the Eligible Green Portfolio (which must be at least equal to that amount), broken down by Eligible Green Category and geography;
- examples of Eligible Green Projects where feasible; and
- the remaining unallocated amount and percentage.

In addition, the Allocation and Impact Report will also contain key environmental impact indicators, which will include estimated expected quantitative reporting metrics when feasible such as energy intensity, carbon intensity and energy-efficiency improvements of refurbished assets or annual greenhouse gas emissions reduced or avoided measured against a relevant baseline.

External verification

Second Party Opinion

Morningstar Sustainalytics has provided a second party opinion (the "**Second Party Opinion**") on the Green Financing Framework, assessing, among other things, its transparency and governance and its alignment with the four core components of the ICMA GBPs and the LMA GLPs referred to above. The Second Party Opinion is a statement of opinion, not a statement of fact, and is not a recommendation to buy, sell or hold any Notes. The contents of the Second Party Opinion and of the website on which it is made available do not form part of this Base Prospectus and are not incorporated by reference in it.

Post-issuance external audit

An independent auditor will verify on an annual basis until maturity, and thereafter in case of material changes, that the Eligible Green Portfolio is greater than the outstanding amount of Green Bonds or other green financing instruments issued under the Green Financing Framework and that the Eligible Green Projects comply with the criteria set out therein.

ESG ratings

No ESG rating has been, or is expected to be, assigned to the Green Bonds. Any ratings specified in the applicable Final Terms are credit ratings and do not address the ESG factors taken into account, or the ESG objectives pursued, by the Green Bonds.

Amendment, update and information

Colonial SFL may from time to time amend, update or replace the Green Financing Framework. In these circumstances, Colonial SFL will arrange for the Second Party Opinion to be updated.

The Green Financing Framework and the Second Party Opinion (both as amended or updated from time to time) as well as the Allocation and Impact Report and the verification by the independent auditor are available on the Issuer's website at https://www.colonial-sfl.com/en/debt-green-bonds. The Second Party Opinion, the Green Financing Framework, the Allocation and Impact Report, the verification by the independent auditor or the contents of the websites on which they are made available do not form part of this Base Prospectus and are not incorporated by reference in it.

INFORMATION ON THE ISSUER AND THE GROUP

Overview

Colonial SFL, SOCIMI, S.A. is a limited liability company (*sociedad anónima*) duly incorporated on 8 November 1956, under the laws of the Kingdom of Spain, under which it now operates. Its commercial name is "Colonial SFL".

On 27 May 2025, the Issuer's General Shareholders' Meeting approved the intra-European cross-border merger by absorption of Société Foncière Lyonnaise S.A. into the Issuer (the "**Merger**"), which became effective on 1 October 2025 upon the registration of the Merger with the Commercial Registry of Madrid (the "**Effective date of the Merger**"). As a result of the Merger, Société Foncière Lyonnaise S.A., a major listed office real estate company in France in which, immediately prior to the Effective date of the Merger, the Issuer held a 98.11% stake, was dissolved without liquidation, all its assets and liabilities were universally succeeded by the Issuer and the name of the Issuer changed from "Inmobiliaria Colonial, SOCIMI, S.A." to "Colonial SFL, SOCIMI, S.A.".

Colonial SFL is registered with the Commercial Registry of Madrid under page number M-30822 and IRUS (*Identificador Registral Único de la Sociedad*) number 1000299697291. Colonial SFL's tax identification number is A-28027399 and its legal entity identifier (LEI) is 95980020140005007414. Colonial SFL is domiciled in Spain, its registered office is located at Paseo de la Castellana, 52, Madrid, Spain and its telephone number is (+34) 91 782 08 80.

Our main activity is the acquisition and development of urban real estate property for leasing operations, as well as the management of financial investments, and our core business is the management and development of buildings, principally offices, to rent and, where the opportunity arises, sell such buildings. We are one of the leading office operators in the Barcelona, Madrid and Paris markets. As of 30 June 2026, we owned and managed 34, 23 and 16 properties in Madrid, Barcelona and Paris, respectively. For the six-month period ended 30 June 2026, we recorded a consolidated operating profit of €292,738 thousand and employed an average of 226 employees.

In June 2026, S&P Global Ratings Europe Limited, Sucursal en España confirmed the long-term rating of Colonial SFL as "BBB+" and its short-term credit rating of "A-2", both with a stable outlook. In June 2026, Moody's Deutschland GmbH confirmed the long-term rating of Colonial SFL as "Baa1" with a stable outlook.

Recent developments

Joint venture with Generali Real Estate

In July 2026, Colonial SFL and Generali Real Estate S.p.A. announced the execution of a joint venture agreement pursuant to which Colonial SFL agreed to acquire 51% of a German company holding a portfolio of two prime buildings located in the central business district of Berlin. The gross value of such assets is approximately €300 million, and the transaction is subject to obtaining the relevant authorisations.

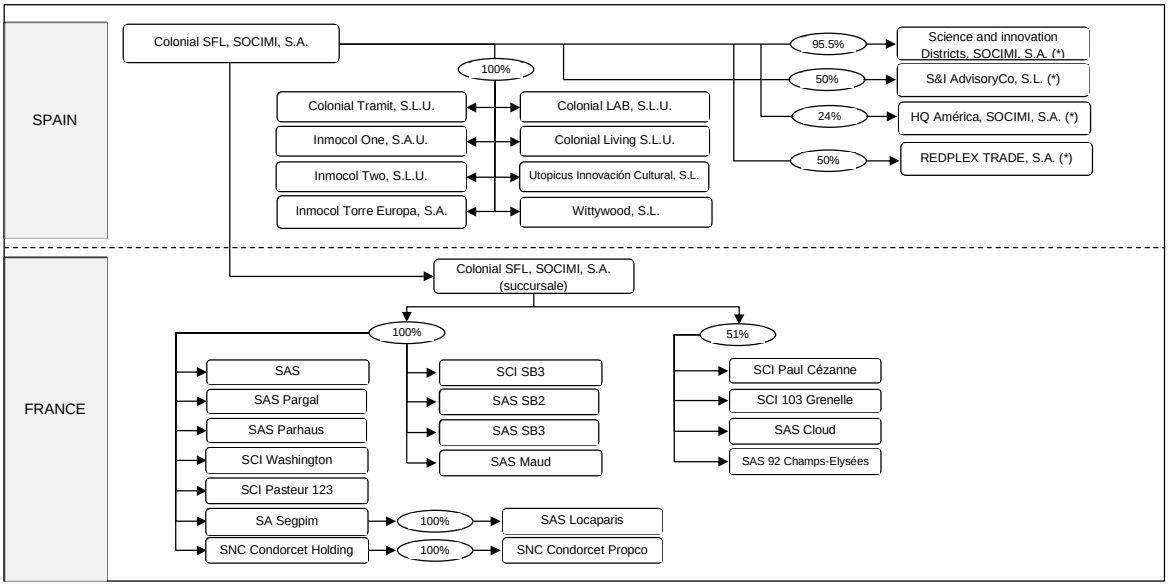
Joint venture with Vita Group

In September 2026, Colonial SFL and Vita Group announced the establishment of a 50/50 joint venture to create a student housing and flex living platform. The platform, which was launched with an operating asset contributed by Vita Group, is expected to comprise three prime assets in Madrid, with a long-term stabilised asset value of approximately €1 billion.

Share Capital

As of 30 June 2026, Colonial SFL's issued share capital amounts to €1,532,111,717.50 represented by a single series of 612,844,687 ordinary shares with a nominal value of €2.50 each.

Organisational Structure



Description of Operations

Overview

Our main activity is the acquisition and development of urban real estate property for leasing operations, as well as the management of financial investments.

Our Core Rental Business

Our rental business comprises the management of our Property Portfolio, which is mainly made up of office buildings and, to a lesser extent, commercial or retail premises, as well as the sale of real estate assets.

We focus on the rental of quality office buildings in prime locations in the CBDs and in the City Centres of Barcelona, Madrid and Paris. As part of this activity, we have an active asset rotation strategy and undertake important refurbishment projects.

As at 30 June 2026, our Property Portfolio was made up of 73 buildings and projects with a total surface of 1,544,641 sqm, of which 71% were above ground level and, which is distributed as follows: 33% in Paris; 42% in Madrid; and 25% in Barcelona. As at 30 June 2026, the Property Portfolio included certain projects under construction and refurbishment, representing a total surface of 117,067 sqm above ground.

As at 30 June 2026, the assets forming our rental business were valued at an amount of €12,082 million by independent appraisers. As at 30 June 2026, based on the valuation, 37% of this value corresponded to assets located in Spain and 63% to assets located in France.

Breakdown of revenues from rentals by category and location

During the six-month period ended 30 June 2026, the largest component of our rental revenues (95%) derived from our office buildings. Our rental business in France generated 60% of our rental revenues (€125 million), while Spain generated 40% of our rental revenues (€83 million). In attributable terms, that is, taking into account the rental revenues per asset attributable to Colonial SFL's holding of each asset (which is calculated by multiplying the percentage of each asset owned by Colonial SFL with the revenue of the asset), 44% of the rental revenues were generated in Spain and the rest in France.

Revenues by geographic market

The following table shows a detailed unaudited breakdown by geographic market of our revenues from rentals for the six-month periods ended 30 June 2026 and 2025:

Revenue from rentals	Half year ended June 2026	Increase/ decrease 2026-2025	Half year ended June 2025
	(unaudited)		
	(€ thousands)	%	(€ thousands)
Madrid	55,907	11%	50,397
Barcelona	26,953	13%	23,768
Total Spain	**82,860**	**12%**	**74,166**
Paris	124,519	2%	122,563
Total France	**124,519**	**2%**	**122,563**
Total	**207,378**	**5%**	**196,728**

Revenues by asset category

The following table shows a detailed unaudited breakdown by category of asset of our revenues from rentals for the six-month periods ended 30 June 2026 and 2025:

Revenue from rentals	Half year ended June 2026	Increase/ decrease 2026-2025	Half year ended June 2025
	(unaudited)		
	(€ thousands)	%	(€ thousands)
Offices	79,354	13%	70,282
Retail	1,039	13%	917
Rest of uses	2,467	(17%)	2,966
Total Spain	82,860	**12%**	**74,166**
Offices	117,959	2%	115,946
Retail	6,560	(1%)	6,617
Rest of uses	-	-	-
Total France	**124,519**	**2%**	**122,563**
Total	**207,378**	**5%**	**196,728**

Occupancy Rate

We refer to "**EPRA Occupancy**" as the economic occupancy calculated according to EPRA recommendations (occupied surface areas multiplied by the market rental prices divided by surfaces in operation at market rental prices). The EPRA Occupancy for our Property Portfolio stood at 94% at 30 June 2026.

The EPRA Occupancy of our Property Portfolio in respect of office use as of 30 June 2026 and 2025 broken down by geographical area was as follows:

EPRA Occupancy by location—offices	As of 30 June 2026 (unaudited)	As of 31 December 2025 (unaudited)
Barcelona	83%	82%
Madrid	94%	88%
Paris	96%	95%
Total	**93%**	**91%**

Letting performance and lease terms

During the six-month period ended 30 June 2026, the Group entered into leases for a total of 60,985 sqm. Of the total contracts, 77% (46,995 sqm) were signed in Spain (21,364 sqm of which corresponded to new rentals of empty surfaces and relettings) and 23% (13,990 sqm) were signed in France (13,922 sqm correspond to new rentals of empty surfaces and relettings).

Regarding the number of rental renewals in the contract portfolio, 25,699 sqm of renewals were signed in the first half of 2026. This high volume of renewals shows our Group's capacity to retain clients.

Lease terms and market rents

As of 30 June 2026, the average lease term in our Property Portfolio (calculated until the first break-option prior to the maturity date) was 5.6 years in Paris, 4.1 years in Barcelona and 2.6 years in Madrid. The average lease term calculated until the maturity date was 7.4 years in Paris, 9.3 years in Barcelona and 5.5 years in Madrid.

Market Value of Assets

We instruct independent appraisers every six months to prepare a valuation of all the assets that make up our Property Portfolio.

The valuation is based on the independent appraisers' estimate of the market prices that could be obtained for our Property Portfolio at that date. However, the valuation of property is inherently subjective due to the individual nature of each property. The valuation is prepared by the independent appraisers on the basis of certain information provided by us which was not independently verified.

We cannot assure that any of our properties making up our Property Portfolio could have been or could be sold at their respective market values set forth in the valuation, if at all, or that the actual market value of our Property Portfolio, whether or not equivalent to the values set forth in the valuation, will not decline significantly over time due to various factors, including as a result of the changing macro and microeconomic conditions in the countries in which portions of our Property Portfolio are currently located or may be located in the future and other factors set forth under "*Risk Factors*".

Valuation of the rental portfolio as at 30 June 2026

As at 30 June 2026, the gross market asset value of our Property Portfolio was valued at an amount of €12,082 million by independent appraisers (this amount includes the full value of the assets that we hold indirectly through joint ventures in which we have a stake of 50% or more based on certain assumptions and different valuation methods). On 30 June 2026, the aggregated valuations made by such independent appraisers amounted to €12,082 million, a 1.0% decrease when compared to the valuation as at 31 December 2025 (€12,203 million). That decrease reflects net divestments of €351 million completed during the six-month period ended 30 June 2026, which more than offset a like-for-like increase in valuations of 1.9%. Like for like comparison means the data that can be compared between one period and another (excluding investments and disposals).

The valuation sets out the market value of the property according to the Professional Standards and Valuation Practice Statements contained in the Royal Institute of Chartered Surveyors (RICS) Red Book, which is defined as the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion, and according to the international valuation standards (IVS) published by the International Valuation Standards Council (IVSC). See also "*Risk Factors—Risks Relating to our Business—The valuation of our real estate asset portfolio may not precisely and accurately reflect the value of our assets at any given time*".

The table below shows the breakdown of value by segment (properties in operation and projects) and location as at 30 June 2026 and 31 December 2025:

Breakdown of value by segment
(unaudited)

Asset valuation	**Value as of 30 June 2026**	**Value as of 31 December 2025[1]**	**Increase/ decrease**	**Changes on a like-for-like basis[1] 30 June 2026 vs. 31 December 2025**	**Increase/ decrease**
Gross asset value excluding transfer cost					
	(€ in thousands)	**(€ in thousands)**	**%**	**(€ in thousands)**	**%**
Barcelona	1,375,315	1,352,532	1.7%	22,783	1.7%
Madrid[2]	2,673,283	2,238,829	19.4%	56,663	2.6%
Paris	6,969,658	7,182,676	(3.0%)	29,182	0.4%
Portfolio in operation	**11,018,256**	**10,774,037**	**2.3%**	**108,628**	**1.0%**
Projects	848,500	1,217,701	(30.3%)	82,600	10.8%
Property Business[3]	**11,866,756**	**11,991,738**	**(1.0%)**	**226,228**	**1.9%**
Investment in third-party capital	214,782	211,288	1.7%	3,494	1.7%
Colonial Group	**12,081,538**	**12,203,026**	**(1.0%)**	**229,722**	**1.9%**
Spain	4,519,780	4,479,350	0.9%	149,440	3.4%
France	7,561,758	7,723,676	(2.1%)	80,282	1.1%
Gross asset value including transfer cost					
Total Group assets	**12,769,248**	**12,886,554**	**(0.9%)**	**240,689**	**1.9%**
Spain	4,664,501	4,617,643	1.0%	158,294	3.5%
France	8,104,747	8,268,911	(2.0%)	82,395	1.0%

(*Source: independent appraisers*)

Notes:

(1) Like-for-like refers to the portfolio measured on comparable terms, taking into account only assets or surface areas that are comparable between the two periods and excluding investments and disposals; it is an Alternative Performance Measure calculated by the Issuer.
(2) Includes other assets corresponding to retail non-core and living in Spain.
(3) Property Portfolio in operation: current rental portfolio, projects, as well as new entries into operation of completed projects.

Sales

The leasing management of our Group is carried out through:

- *In house leasing management team*. Our team has vast experience in the Barcelona, Madrid and Paris office markets. They are in charge of the negotiation of leases with our tenants.

- *Externalising leasing management to real estate brokers*. Our policy when using real estate brokers is to use various brokers, both local and international, in order to obtain the highest possible number of visits. However, on certain occasions and for a specific property, we have opted to contract exclusively with one

renowned international broker. In either case, we always carry out negotiations directly with our tenants, with our commercial and legal department revising the final implementation and the lease agreement.

We believe the use of external brokers allows us to operate a smaller and more effective commercial department compared with our competitors. We believe our negotiating position vis-à-vis real estate brokers benefits from the fact that there are numerous real estate brokers in the market and that we hold a relevant market share in the Madrid and Barcelona office markets.

Our in-house leasing management team has established long-standing relationships with our Company's main clients, which is reflected by the fact that many of our major clients have leased our properties for a number of years. See "*—Description of Operations—Our Core Rental Business—Lease terms and market rents*".

With regard to our commercialisation strategy for existing and new projects, the main objectives of our in-house leasing team are to (i) retain our portfolio of quality clients, (ii) capture strong credit tenants from diverse sectors and (iii) establish long term relationships with new tenants.

Employees

As at 30 June 2026, we employed 226 persons, including 16 managers, 78 professionals and technicians and 132 administrative assistants, sales people and others. We maintained an average workforce of 225.8 people during the first half of 2026.

Social Corporate Responsibility and Sustainability

We are actively engaged in different forms of social corporate responsibility. Our social commitment takes the form of promoting general welfare through achieving our corporate purpose and the creation of value for our shareholders, investors and employees, as well as through collaboration in various social projects. Our corporate responsibility strategy is also founded on our commitment to protect and preserve natural resources for future generations.

Sustainable development. In our business, we are committed to the implementation of an ambitious sustainability strategy, which covers the following key areas:

- reduction of energy consumption and greenhouse gas emissions;
- certification of buildings in operation and development projects;
- management of water and waste; and
- accessibility for people with disabilities.

In December 2020, we established a Sustainability Commission, which is comprised of five members of Colonial SFL's Board of Directors.

Green and sustainable financing. We established a Green Financing Framework in December 2021 which we updated in November 2024 with more ambitious eligibility criteria aligned with best market practices. This Green Financing Framework enables us to issue green debt. Through the issuance of such debt, we aim to reinforce our commitment to sustainable development in our business. On 17 February 2022, Colonial SFL converted all of the Group's outstanding senior bonds into "green bonds". To that end, Colonial SFL has committed to allocate an amount equivalent to the outstanding principal amount of each series of senior bonds issued by Colonial SFL listed on AIAF, Euronext Dublin and Euronext Paris (representing a total of €4.6 billion) to Eligible Green Projects in accordance with the Green Financing Framework. See "*Green Financing Framework of Colonial SFL*".

Reconciliation of work and family life. In the context of our social policy and in the establishment of management plans for the reconciliation of work and family life, our Group has introduced, for all employees, flexible hours both for starting work and for leaving work.

Training. We allocate resources each year to our training budget which, as an investment in human resources, is focused on the professional development of our people. It also supports employees' initiatives aimed at improving their skills and motivation.

Agreements with universities. We actively cooperate in educational cooperation programmes for the training of students in their final years of a degree course. The main objective of this participation in university company programmes is to take part in the comprehensive training of the university student through an educational programme in which theory and practice are combined, thus facilitating the student's incorporation into the employment world.

Employees' committee. We have an employees' committee.

Health and safety at work. All our Group companies have set up a health and safety committee to ensure health and safety protection for our employees.

Control over subcontractors. As a policy, we only subcontract companies which we believe comply with applicable social and labour obligations. A monthly review is carried out by third party companies that monitor the compliance of such obligations by the companies which supply services in our buildings.

Insurance

We maintain insurance cover which we believe is adequate for our activities in line with industry practice and standards.

Environmental Matters

We believe we have no liabilities, expenses, assets or provisions and contingencies of an environmental nature which could be significant in relation to our net worth, financial position and results.

However, we are subject to a number of Spanish, French and EU laws and regulations relating to, among other things, environmental compliance.

Board of Directors

The following table sets out the name, date of first and most recent appointment to the Issuer's Board of Directors, position and the status of each member of the Issuer's Board of Directors as at the date of this Base Prospectus:

Name	Date of first appointment	Date of most recent appointment	Position	Status	Appointment proposed by
Mr. Juan José Brugera Clavero [(1)]	19/06/2008	17/06/2026	Chairman [(1)]	Other external director	—
Mr. Pedro Viñolas Serra	18/07/2008	17/06/2026	Chief Executive Officer and Vice-Chairman	Executive	—
Sheikh Ali Jassim M. J. Al-Thani	12/11/2015	13/06/2024	Director	Proprietary	Qatar Investment Authority
Mr. Giuliano Rotondo	18/10/2023	13/06/2024	Director	Proprietary	Qatar Investment Authority
Mr. Carlos Fernández González	28/06/2016	13/06/2024	Director	Proprietary	Finaccess Group
Ms. Begoña Orgambide García	27/09/2022	15/06/2023	Director	Proprietary	Finaccess Group
Ms. Silvia Mónica Alonso-Castrillo Allain	24/01/2019	15/06/2023	Director	Independent	—
Ms. Ana Bolado Valle	14/06/2019	15/06/2023	Director	Independent	—
Ms. Ana Peralta Moreno	14/06/2019	15/06/2023	Director	Independent	—
Ms. Miriam González-Amézqueta López	15/06/2023	15/06/2023	Director	Independent	—
Mr. Manuel Puig Rocha	15/06/2023	15/06/2023	Director	Proprietary	Quaestor Holdings, S.A.
Ms. Elena Salgado Méndez	12/06/2024	12/06/2024	Director	Proprietary	CriteriaCaixa, S.A.U.
Mr. Felipe Matías Caviedes	12/06/2024	12/06/2024	Director	Proprietary	CriteriaCaixa, S.A.U.
Mr. Francisco Palá Laguna	13/05/2008	13/05/2008	Non-executive Secretary	—	—
Ms. Nuria Oferil Coll	12/05/2010	12/05/2010	Non-executive Vice-Secretary	—	—

Notes:

(1) Since 30 April 2022, Mr. Juan José Brugera Clavero holds the position of non-executive Chairman with the status of "other external director".

The business address of each member of the Board of Directors of the Issuer is Paseo de la Castellana, 52, 28046 Madrid.

Set forth below are short biographies of each member of the Board of Directors of the Issuer as well as an indication of the principal activities performed by them outside of the Issuer where these are significant with respect to the Issuer.

Juan José Brugera Clavero

Mr. Brugera Clavero is the President of Colonial SFL since 2008. Previously, he was Chief Executive Officer from 1994 to 2006. He was Chairman of the Board of Directors of Société Foncière Lyonnaise S.A. from 2010 until April 2022.

Previously, he was Managing Director of Mutua Madrileña, Managing Director of SindiBank and Deputy Managing Director of Banco de Sabadell.

Other occupations: He has been President of the Board of Trustees of the Ramón Llull University (URL), President of the ESADE Foundation, Panrico, Holditex and Círculo de Economía de Barcelona, and Director of El Periódico de Catalunya.

He is an Industrial Technical Engineer and has an MBA from ESADE, PDG from IESE and Doctor Honoris Causa by the University of Rhode Island.

Pedro Viñolas Serra

Mr. Viñolas has an undergraduate degree in business science and an MBA from ESADE. He completed a diploma course in business science at the University of Barcelona, where he also studied law.

He was hired in 1990 as Director of the Studies Service of the Barcelona Stock Exchange, where he later held the position of Deputy General Manager (until 1997). In 1997, he was hired to serve as Managing Director of FILO, S.A., a listed real estate company where he remained until 2001. From then until July 2008, he served as Partner and Chief Executive Officer at the Riva y García Financial Group.

He has served as Chairman of the Urban Land Institute in Spain, and as a member of the Board of Directors of the Riva y García Financial Group. In addition, he was Chairman of the Spanish Institute of Financial Analysts in Catalonia from 1994 until 2000. He was Chairman of the Board of Directors of Société Foncière Lyonnaise S.A. until its merger with the Issuer in October 2025. Mr. Viñolas is a member of the Board of Trustees of ESADE and a member of the Board of Directors of Bluespace, S.A. He is a member of the Board of Directors of the European Real Estate Association (EPRA). In addition, since March 2023, he has been a Director at Banco Sabadell.

Sheikh Ali Jassim M. J. Al-Thani

He has a degree in Economics and Political Science from the University of Portland (Oregon, USA). He has been working in collaboration with the Government of Qatar, mainly in the fields of trade, finance and real estate, for more than 30 years. He has been a Senior Adviser on Strategy and Investments since 2007.

He was vice president and member of the Board of Directors and of the Executive Committee of Housing Bank for Trade and Finance of Jordan (the second most important bank in Jordan) until 2016. He was a member of the Board of Directors and vice president of the United Arab Shipping Company in Dubai (UAE) from 2003 to 2016. He is Chairman of Nuran Bank, and in 2009 he was appointed chairman and managing director of Qatar Navigation (where he was a member of the Board of Directors from 2003 to 2016). Qatar Navigation operates in the field of shipping and real estate. Since 2012, he has been a member of the Board of Directors of Qatar Abu Dhabi Investment Company, a company specialising in real estate investments and private equity. He was a Director of Société Foncière Lyonnaise S.A. from November 2015 until 2025 following its merger with the Issuer.

Giuliano Rotondo

He graduated *magna cum laude* in Economics and Financial Market Management at Bocconi University (Milan, Italy) in 2004.

He has 20 years of experience in the real estate sector. He joined the Qatar Investment Authority (QIA) group in 2012 and is currently its head of real estate for Europe. Before that, he worked at Morgan Stanley's real estate group, holding a number of roles in the acquisitions and asset management teams.

During his career, he has completed real estate transactions exceeding USD15 billion in a variety of territories (Europe, Central and Eastern Europe, the United States and other markets) and industries. Since his arrival he has led and been responsible for some of QIA's major real estate investments.

Carlos Fernández González

Mr. Fernández González is an industrial engineer, he has attended senior management programmes at the Instituto Panamericano de Alta Dirección de Empresas.

For more than 30 years he has held positions of substantial responsibility, complexity and skills in the management of companies in various sectors. He was CEO (1997-2013) and Chairman of the Board of Directors (2005-2013) of the Grupo Modelo. Following his appointment as CEO up until 2013, this group consolidated its position as the leading brewery in Mexico, the seventh group worldwide and the largest beer exporter in the world.

Additionally, he has been a director at international and Spanish companies, including, *inter alia*, Anheuser Busch (US), Emerson Electric Co. (US), Grupo Televisa (Mexico), Crown Imports, Ltd. (US), Inbursa (Mexico) and Bolsa Mexicana de Valores. In addition, he has been a member of the International Advisory Council of Banco Santander, S.A. and Director of Grupo Financiero Santander México S.A.B de C.V. and until October 2019 member of the Board of Banco Santander, S.A.

He is currently Chairman of the Board of Directors and CEO of Grupo Finaccess S.A.P.I. de C.V., a company which he founded, which is present in Mexico, US, Western and Eastern Europe, China, Australia and New Zealand. In addition to his position at Colonial SFL, he is a director of Restaurant Brands New Zealand Limited.

Begoña Orgambide García

Ms. Orgambide García holds a degree with honours in Administration and Finance from the Universidad Panamericana, where she also studied a Master's degree in Investment Project Evaluation. She holds a diploma in Communication and Corporate Reputation from the Universidad Anáhuac and completed the senior international management programme (PADI) provided by ITAM, in collaboration with Kellogg, Stanford and Ashridge.

Her professional experience mainly lies in the finance field, and in particular the analysis of the financials of companies, viability and profitability of projects and the implementation of financial and corporate communication strategies for investors and analysts.

Ms. Orgambide was Director of Investor Relations at Grupo Modelo S.A.B. de C.V. and subsequently held the same position at Grupo Sports World S.A.B. de C.V. In 2015, she joined Walmart de México S.A.B. de C.V. as Director of Strategic Planning and M&A.

She is currently Director of Investor Relations at Finaccess Capital, S.A. de C.V. and has developed expertise in investment analysis, mainly in the hospitality and real estate sectors, and return evaluation. She is also responsible for the design and implementation of the communication strategy for the investor group on the status and financial performance of the various investments.

In addition, she sits on the Board of Directors of FCapital Dutch, Finaccess Restauración, Finaccess Inmobiliaria, Finaccess Capital Inversores and Atrides, all of them subsidiaries of Finaccess Capital that invest in restaurant and real estate companies. She is also a member of the Board of Directors of AmRest Holdings SE.

Silvia Mónica Alonso-Castrillo Allain

Ms. Alonso-Castrillo holds a degree in Political Sciences by the Sciences Po University (Paris) as well as a Master's Degree and a PhD in Spanish and Latin American Studies from the Paris-Sorbonne University. By civil service examination, she became a professor of Spanish studies in France. She has been teaching and researching for 25 years (1984-2009) in various French academic institutions: the Toulouse University, Sciences Po and ESSEC Business School. She has published several books on Spanish contemporary history and politics.

Ms. Alonso-Castrillo worked for the French Embassy in Singapore as counsellor for culture and science, before being appointed regional director for INSEAD. She has supervised the development of two campuses in Singapore: the French Lycée and INSEAD (1996-1999).

Upon her return to Europe in 2000, she worked for 15 years with ESSEC, managing international development and fundraising for the business school, which also opened a campus in Singapore.

In 2007, she founded in Madrid the consultancy firm Sociedad de Estudios Hispano Franceses S.L. (Society of Spanish-French Studies) and has been leading it. Currently, she is the sole director of the firm. Since 2013, Ms. Alonso-Castrillo runs the family estate in the Loire Valley (France).

She has sat on the Board of the College des Bernardins (Paris) as well as on the Executive Committee of the Fondation pour les Sciences Sociales (Paris). Ms. Alonso-Castrillo was a Director of Société Foncière Lyonnaise S.A. from 2017 to January 2019 and of Koiki Home, S.L. from 2017 to February 2023.

Ana Peralta Moreno

Ms. Peralta Moreno holds a degree in Economics and Business Administration from the Madrid Complutense University and a Master's Degree in Financial Management from CEF (1991), studied the PMD Programme (Program for Management Development) at Harvard Business School (2002) and the PADE programme at the IESE business school (2016).

She is currently an independent Director of BBVA and Grenergy Renovables, S.A.

She has extensive experience in the financial sector. She began her professional career with Bankinter in 1990, where she worked in extremely different areas until late 2008. She headed up Bankinter's first Internet Office and ran the Chairman's Office. During her last years at the bank, she was Chief Risk Officer and a member of the Management Committee.

From 2009 to 2012, she sat on the Management Committee at Banco Pastor, where she worked as General Manager of Risk.

From 2012 to 2018, Ms. Ana Peralta divided her time between a post as Senior Advisor with Oliver Wyman Financial Services and was a member of several boards of directors. She was an independent Director at Banco Etcheverría, at Deutsche Bank, SAE and also at Lar Holding Residencial.

Ana Bolado Valle

Ms. Bolado Valle holds a degree in Pharmacy from the Madrid Complutense University and also a Master's Degree in Business Administration (MBA) from IE Business School.

In the course of her professional career, Ms. Ana Bolado Valle worked in several managing posts at Banco Santander Group (1986-2017), managing important wholesale and retail business areas, digital transformation projects and key areas for the Group such as the Corporate Direction of the Human Resources Department between 2005 and 2010. She has also been a Board member of Parques Reunidos Servicios Centrales, S.A., Unicaja Banco, S.A., Caceis Group and Caceis Bank.

Currently Ms. Ana Bolado Valle is proprietary Director at Metrovacesa, S.A., where she was appointed at the behest of Banco Santander, S.A. She is also an independent Director at CBNK Banco and member of its Appointments and Remuneration Committee. Additionally, Ms. Ana Bolado Valle is a Senior Advisor at Fellow Funders, an equity crowdfunding platform to boost funding for start-ups and SMEs as well as member of the Directors and Administrators Institute (Instituto de Consejeros y Administradores–ICA) and of Women Corporate Directors.

Miriam González-Amézqueta López

Ms. González-Amézqueta López holds a double degree in Law and Economics and Business Studies (E-3) from Comillas Pontifical University (ICADE).

She embarked on her professional career in 1989 as a financial analyst for Santander Investment S.V.B (BSN), where she stayed until 2000. Following the merger between BSN and BCH, she was equities manager at the resulting brokerage company.

Between 2000 and 2008, she was managing director at Lehman Brothers International Europe and, after that, managing director at Lehman Brothers Plc. Branch in Spain. In addition, and among other roles, she was equities manager for the Spanish and Portuguese offices. She was also a member of the European Equities Executive Committee, the Management Committee of Iberia, the Integration and Diversity Committee in London, the European Selection and Recruitment Team, and the "Lehman Faculty", speaking at internal courses held in London and New York, and chairwoman of the Southern Europe Integration and Diversity Committee. Between 2008 and 2011,

following Nomura International Europe's acquisition of Lehman Brothers, she was Managing Director Head of Equities in Spain for European, American and Asian shares. In addition, until 2025, she was a Director and Chair of the Audit and Control Committee of NH Hotel Group and a Director and Chair of the Audit and Appointments and Compensation Committees of MIO Group.

During 2012, she completed the Digital Business Executive Programme at ISDI.

In 2013 she founded Alamir Servicios Financieros, of which she is a shareholder, to invest in start-ups, mainly fintech companies, with the strategy of being actively involved in their management and subsequent development at a global level.

Ms. Miriam González-Amézqueta has been serving as an independent Director on the Board of Deutsche Bank S.A.E. since February 2017, where she also chairs the Audit and Appointments Committees and is a member of the Risk and Remuneration Committees.

Manuel Puig Rocha

Born in 1961, Mr. Puig Rocha is an Industrial Engineer from the Polytechnic University of Catalonia (UPC). He has held various executive positions at Puig for over 35 years. Throughout his professional career at Puig, Manuel Puig led several of the company's brands and, over the past ten years, was actively involved in the acquisition processes that shaped Puig's inorganic growth. Manuel Puig is Vice Chairman of Puig and Chairman of the ESG Committee of Puig's Board of Directors. In addition, he is a member of the Board of Directors of Exea Empresarial, Isdin, Flamagas and Colonial SFL.

Elena Salgado Méndez

She holds a degree in Industrial Engineering specialising in Energy Techniques and Industrial Organisation, as well as a degree in Economics specialising in Economic Structure, and an MBA from EOI Business School.

She has held a variety of positions in the public sector, including Director-General at the Ministry of Economy and Finance (1985 to 1991), Secretary of State for Communications in the Ministry of Public Works (1991 to 1996), Minister of Health and Consumer Affairs (2004 to 2007), Minister of Public Administrations (2007 to 2009), Member of the Spanish Parliament for Cantabria (2008 to 2011), and Vice President of the Government and Minister of Economy and Finance (2009 to 2011). In the private sector, she has also been Managing Director of Lenzi Consulting (1997 to 2004) and Chair of the Spanish Association of Consulting Companies (2016 to 2023). She has also been a member of the Boards of Directors of several companies, including Hispasat, Hunosa, Renfe, Abertis Telecom, and Telefónica.

She currently sits on the Board of Directors of Colonial SFL, Veolia Environment and is President of the Abertis Foundation.

Felipe Matías Caviedes

He holds a degree in Economics and Business Studies from the University of Valladolid. He has a University Expert qualification in Accounting and Auditing from the University of Alcalá and an Advanced Management Programme (AMP) qualification from the Instituto de Empresa.

He has gained most of his professional experience in the field of finance, particularly in investee portfolio management, business valuation and financial and investment analysis. He started his career at Arthur Andersen (2000 to 2006), working in auditing in the products and services sector. Since then, he has held leadership positions as head of investments in investee companies at Caja de Burgos (2006 to 2010) and Banca Cívica (2010 to 2012), where he was involved in the implementation of investment policies and carrying out M&A operations.

He has been Head of Investments at CriteriaCaixa since 2012, where he is responsible for analysing, carrying out and monitoring investment strategy in a variety of sectors.

He has sat on several Boards of Directors in industrial and real estate companies.

Conflicts of Interest

According to the information provided by Colonial SFL's directors and senior management and to the best of Colonial SFL's knowledge, there are no potential conflicts of interests between any duties they have to the Issuer and their private interests.

Major Shareholders

The following table shows the shareholdings of Colonial SFL's principal shareholders (based on the latest information available to us as at 12 October 2026).

Number of voting rights
(based on the latest information available to Colonial SFL as at 12 October 2026)

Shareholder	Percentage of voting rights attached to shares		Percentage of voting rights through financial instruments	Percentage over the total number of voting rights
	Direct	Indirect		
Fundación Bancaria Caixa d'Estalvis i Pensions de Barcelona[(1)]	17.32	0	0	17.32
Qatar Investment Authority [(2)]	0	16.37	0	16.37
Mr. Carlos Fernández González [(3)]	0	12.76	0	12.76
Quaestor Holdings, S.A. [(4)]	0	8.07	0	8.07
Corporación Financiera Alba, S.A.[(5)]	5.01	0	0	5.01
Crédit Agricole, S.A. [(6)]	0	4.24	0	4.24
BlackRock Inc. [(7)]	0	1.52	1.48	3.00
Total.....	**22.33**	**42.96**	**1.48**	**66.77**

Notes:
(1) Through CriteriaCaixa, S.A.
(2) Through DIC Holding LLC, Qatar Holding LLC, Qatar Holding Netherlands BV and Qatar Holding Luxembourg II Sarl.
(3) Through Grupo Far-Luca, S.A. de C.V., Grupo Finaccess, S.A.P.I. de C.V., Finaccess Capital, S.A. de C.V., Finaccess Inmobiliaria S.L. and Finaccess Capital Inversores, S.L.
(4) Through Exea Ventures, S.L.U. (which is wholly-owned by Quaestor Ventures, S.A, which in turn is wholly owned by Quaestor Holdings, S.A.).
(5) Through Alba Europe, SARL.
(6) Through Predica, which is wholly-owned by Crédit Agricole Assurances (which is wholly-owned by Crédit Agricole, S.A.).
(7) Through several North American funds.

As far as the Issuer is aware, the Issuer is not directly or indirectly owned or controlled by any person.

SPANISH SOCIMI REGIME AND TAXATION

The information provided below does not purport to be a complete summary of tax law and practice currently applicable and is subject to any changes in law and the interpretation and application thereof, which could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of whom (such as dealers in securities) may be subject to special rules or to special tax regimes applicable in the Basque Country and Navarra (Territorios Forales). Other than in accordance with Condition 13 (Taxation), the Issuer does not assume responsibility for withholding taxes. Prospective investors who are in any doubts as to their position should consult with their own professional advisers.

Where in this summary English terms and expressions are used to refer to Spanish concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Spanish concepts under Spanish tax law. This summary assumes that each transaction with respect of the Notes is at arm's length.

1. Spanish SOCIMI Regime

The following paragraphs are intended as a general guide only and constitute a high-level summary of Colonial SFL's understanding of current Spanish law in respect of the current Spanish SOCIMI regime originally enacted in October 2009 ("**SOCIMI Regime**") through Law 11/2009, of 26 October 2009, which regulates listed real estate investment companies ("**SOCIMI Act**") and was materially amended at the end of 2012. The amendments introduced in 2012 improved the regime and facilitated the incorporation of the first SOCIMI during the second six months of 2013. This summary is based on the key aspects of the Spanish SOCIMI Regime as they apply to Colonial SFL. Investors should seek their own advice in relation to taxation matters.

Overview

The Spanish SOCIMI Regime is intended to facilitate attracting new sources of capital to the Spanish real estate rental market; it follows similar legislation adopted in the UK and other European countries, as well as a long established real estate investment trusts regime in the United States. One of the primary aims of these types of regimes is to minimise tax inefficiency of holding real estate through corporate ownership by removing corporate taxation at the level of the SOCIMI, promote rental activities and professional management of this type of business.

Provided certain conditions and tests are satisfied (see "*—1.2 Qualification as Spanish SOCIMI*" below), a SOCIMI does not generally pay Spanish corporate tax on the profits deriving from its activities— it is subject to a 0% Corporate Income Tax rate. Instead, profits must be distributed and such income could be subject to taxation in the hands of the shareholder or, in certain cases, of the SOCIMI.

Qualification as Spanish SOCIMI

In order to qualify for the Spanish SOCIMI Regime, a SOCIMI must satisfy certain conditions. A summary of the material conditions is set out below.

Trading requirement

SOCIMIs must be listed on a regulated market or alternative investment market in Spain or in other European Union or European Economic Area member state, or on a regulated market of any other country which has a tax information exchange agreement with Spain, uninterruptedly for the entire tax period.

Purpose of the SOCIMI / Minimum share capital

SOCIMIs must take the form of a public limited liability company (*sociedad anónima*), with a minimum share capital of €5 million. Furthermore, the SOCIMI's shares must be in registered form, nominative and only one single class of shares is permitted.

A SOCIMI must have as its main corporate purpose:

- the acquisition, development and refurbishment of urban real estate for rental purposes (in Spain or in a country which has signed a tax information exchange agreement with Spain) or plots of land for the development of such real estate provided that such development has commenced within three years following acquisition ("**Qualifying Assets**"); and/or

- the holding of interest in other SOCIMIs or in the share capital or assets of other non-resident SOCIMIs, unlisted SOCIMIs, unlisted non-resident entities entirely owned by a SOCIMI or other entities, irrespective of whether they are resident in Spain (provided that such foreign country has signed a tax information exchange agreement with Spain), which have as its main corporate purpose the acquisition of urban real estate assets for lease and which are governed by the same regime established for SOCIMIs as regards legal or statutory mandatory profit distribution and investment policies ("**Qualifying Subsidiaries**"); and/or

- the holding of shares in real estate collective investment institutions.

Qualifying Subsidiaries that are non-resident entities must be resident in countries with which Spain has a treaty or agreement providing for an exchange of tax information provision.

SOCIMIs are allowed to carry out other ancillary activities that do not fall under the scope of their main corporate purpose. However, such ancillary activities must not exceed 20% of the assets or 20% of the income of the SOCIMI in each tax year, in accordance with the minimum qualifying assets and qualifying income tests described below.

Restrictions on investments

At least 80% of the SOCIMI's assets must be invested in Qualifying Assets, Qualifying Subsidiaries and/or real estate collective institutions.

The Spanish General Directorate of Taxes (*Dirección General de Tributos*) (the "**DGT**") has confirmed that the assets should be measured on a gross basis, disregarding depreciation or impairments, in accordance with Royal Decree of 16 November 2007, approving the Spanish General Accounting Plan (*Plan General de Contabilidad*) which sets forth the Spanish generally accepted accounting principles ("**Spanish GAAP**").

In the event the SOCIMI has subsidiaries that are deemed to be a part of the same group of companies for Spanish corporate law purposes, the calculation of this 80% threshold for the dominant entity will be made on a consolidated basis according to Spanish GAAP. For these purposes, the group of companies would be integrated exclusively by SOCIMIs and other Qualifying Subsidiaries.

There are no asset diversification requirements.

Restrictions on income

At least 80% of a SOCIMI's net annual income must derive from the lease of Qualifying Assets, or from dividends distributed by Qualifying Subsidiaries and real estate collective investment institutions and companies.

The DGT considers that the annual income should be measured on a net basis, taking into consideration direct income expenses and a *pro rata* portion of general expenses. These concepts should be calculated in accordance with Spanish GAAP, subject to any applicable tax adjustments, upwards or downwards, as set out by the Spanish Corporate Income Tax Law, without prejudice to the special provisions of the Spanish SOCIMI Regime.

Lease agreements between entities within the same group would not be deemed a qualifying activity and, therefore, the rent deriving from such agreements cannot exceed 20% of the SOCIMI's income.

Capital gains derived from the sale of Qualifying Assets are in principle excluded from the 80%/20% net income test. However, if a Qualifying Asset is sold before it is held for a minimum three year period, then (i) such capital gain would compute as non-qualifying revenue; and (ii) such gain would be taxed at the standard Corporate Income

Tax rate (currently, a 25% rate). Furthermore, the entire income, including rental income, derived from such asset also would be subject to the standard Corporate Income Tax rate.

Minimum holding period

Qualifying Assets must be held by the SOCIMI for a three year period since (i) the acquisition of the asset by the SOCIMI, or (ii) the first day of the financial year in which Colonial SFL became a SOCIMI if the asset was held by Colonial SFL before becoming a SOCIMI. In the case of urban real estate, the holding period requires that these assets are actually rented for at least three years. For these purposes, the time during which the real asset has been offered for lease (even if vacant) may be added to the time the asset was leased for a maximum of one year.

Notwithstanding the above, even if held for a minimum three year period, the transfer of real estate assets that were held prior to the application of the Spanish SOCIMI Regime would be partly subject to taxation. In particular, the profit that is deemed to be obtained prior to the application of the Spanish SOCIMI Regime would be subject to taxation at the general Corporate Income Tax rate (currently 25%) with the possibility of using, under the applicable limitations, pre-existing tax credits/assets. In this regard, the SOCIMI Act sets out a rebuttable presumption (rebuttable either by the Company or by the Spanish tax authorities, as confirmed by the DGT in ruling n.3767-15) by virtue of which any profit obtained on the transfer of real estate assets that were held prior to the application of the Spanish SOCIMI Regime is deemed to be obtained on a lineal basis along the holding period of the relevant asset.

Mandatory dividend distribution

Under the Spanish SOCIMI Regime, a SOCIMI is required to adopt resolutions for the distribution of dividends, after fulfilling any relevant requirement in accordance with the Spanish Companies Act (*Ley de Sociedades de Capital*) (e.g., contribution to legal reserve), to shareholders annually within the six months following the end of the SOCIMI's financial year of (i) at least 50% of the profits arising from the transfer of Qualifying Assets, Qualifying Subsidiaries and real estate collective investment funds carried out once the minimum three year holding period described in "*Minimum holding period*" above has ended (in which case the remainder of such profits must be reinvested in other Qualifying Assets within a maximum period of three years from the date of the sale, or otherwise distributed as dividends once such reinvestment period has lapsed); (ii) 100% of the profits derived from dividends received from Qualifying Subsidiaries; and (iii) at least 80% of all other profits obtained (e.g., mainly, income derived from the lease activity or profits derived from ancillary activities). If the relevant dividend distribution resolution was not adopted in a timely manner, or the SOCIMI fails to pay (totally or partially) the corresponding dividends, the SOCIMI would lose its SOCIMI status from the year in which the undistributed profits were obtained (inclusive).

Dividends must be paid within the month following the agreement for the distribution of dividends.

In addition, according to the Spanish SOCIMI Regime (i) the SOCIMI legal reserve may not exceed 20% of the share capital of the SOCIMI; and (ii) the SOCIMI's bylaws may not establish any reserve that is not available for distribution to its shareholders other than the legal reserve.

Special 15% Corporate Income Tax Levy

Moreover, Law 11/2021 on measures to prevent and fight against tax fraud ("**Law 11/2021**"), which implements several aspects of Council Directive (EU) 2016/1164 of 12 July 2016 ("**ATAD**") and other measures against fraud, published in the State Official Gazette on 10 July 2021, has amended the Spanish SOCIMI Regime, with effect from tax periods starting 1 January 2021, by introducing a special 15% levy on the amount of any profit obtained in the tax period which is not distributed. This 15% levy will not apply to:

- the portion of accounting profit that is subject to the general Corporate Income Tax regime (25% rate currently), i.e. profits that do not comply with the SOCIMI tax requirements; or
- the accounting profit that is subject to reinvestment pursuant to the Spanish SOCIMI Regime (i.e. 50% of the accounting profit derived from the sale of a Qualifying Asset or Qualifying Subsidiaries and real estate collective investment funds as described above);

This special levy is treated as a Corporate Income Tax liability, will be levied on the date the resolution on the allocation of earnings for the fiscal year is approved at the shareholders' meeting or equivalent body and shall be

paid within the two following months. This new provision entered into force for tax periods starting 1 January 2021.

The disclosure obligations in the notes to financial statements have been amended to adapt these to the introduction of this special levy. The amendment involves a new obligation to disclose separately, within each item, the portion that comes from income subject to the 15% levy.

Leverage

A SOCIMI has no specific limitation on indebtedness.

Tax limitations approved by the Spanish government (limits on the tax deduction of financial expenses and carrying forward of tax losses limitations) should have no practical impact provided that the SOCIMI is taxed at a 0% Corporate Income Tax rate.

Additional 19% tax charge

The SOCIMI may become subject to a 19% Corporate Income Tax on the gross dividend distributed to any shareholder that holds a stake equal to or higher than 5% of the share capital of the SOCIMI when such shareholder is exempt from any tax on the dividends or subject to tax on the dividends received at an effective rate lower than 10% (for these purposes, final tax due under the Non Resident Income Tax Law is also taken into consideration (a "**Substantial Shareholder**").

The DGT has issued three binding rulings (n.3308-14,n.0323-15 and n.1540-16) indicating that the 10% test to be carried out in order to identify Substantial Shareholders should be focused on the tax liability arising from the dividend income considered individually, taking into account (a) exemptions and tax credits affecting the dividends received by the shareholder and (b) those expenses incurred by the shareholder which are directly linked to the dividend income (e.g., fees paid in relation to the management of the shareholding in the relevant SOCIMI distributing the dividends, or financial expenses (interest) deriving from the financing obtained to fund the acquisition of the shares of the relevant SOCIMI), without taking into consideration for this purpose other income of the shareholder (e.g., compensation of carried forward losses by the shareholder). In addition, the DGT has confirmed that the withholding tax levied on a dividend payment (including any non-resident income tax liability) should also be taken into consideration by the shareholder for assessing this 10% threshold.

Notwithstanding the above, the bylaws of Colonial SFL include indemnity obligations of the Substantial Shareholders in favour of the Company. In particular, the bylaws require that in the event a dividend payment is made to a Substantial Shareholder, the Company will be entitled to deduct an amount equivalent to the tax expenses incurred by the Company on such dividend payment from the amount to be paid to such Substantial Shareholder.

Penalties

The loss of the SOCIMI status triggers adverse consequences for the SOCIMI. Causes for such loss of status are:

- delisting of the SOCIMI's shares;
- substantial failure to comply with its information and reporting obligations, unless such failure is remedied by preparing fully compliant annual accounts which contain certain required information in the following year;
- failure to adopt a dividend distribution resolution or to effectively satisfy the dividends within the deadlines described under "*Mandatory dividend distribution*" above. In this case, the loss of SOCIMI status would have effects as of the tax year in which the profits not distributed were obtained;
- waiver of the Spanish SOCIMI Regime by the SOCIMI; and/or

- failure to meet any of the other requirements established in the SOCIMI Act unless such failure is remedied within the following fiscal year. However, the failure to observe the minimum holding period of the assets would not give rise to the loss of SOCIMI status, but income derived from such assets would be taxed at the standard Corporate Income Tax rate (i.e., currently, 25%) and the capital gain obtained would be considered as non-suitable income for Spanish SOCIMI regime purposes.

Should the SOCIMI fall into any of the above scenarios, the Spanish SOCIMI Regime will be lost and the SOCIMI would be taxed in accordance with the general Spanish Corporate Income Tax regime and the general Corporate Income Tax rate (currently, 25%), and will not be able to elect for the Spanish SOCIMI Regime for the following three fiscal years as of the end of the last tax period in which the SOCIMI was applicable.

Furthermore, non-compliance of the information and reporting obligations will constitute a serious breach by the SOCIMI resulting in financial penalties.

2. **The Proposed Financial Transactions Tax ("EU FTT")**

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common EU FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). However, Estonia has since stated that it will not participate and has already pulled out of the EU FTT.

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

Under the Commission's Proposal the EU 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 Notes 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 EU FTT was discussed between the EU Member States. It has been reiterated in this meeting that participating Member States envisage introducing an EU FTT by means of enhanced cooperation.

On 3 December 2018, the finance ministers of France and Germany outlined a joint proposal for a limited FTT based on a system already in place in France. Under the new proposal, the tax obligation would apply only to transactions involving shares issued by domestic companies with a market capitalisation of over €1 billion.

On 21 October 2025, the European Commission published its Work Programme for 2026, which states that the European Commission intends to formally withdraw the Commission Proposal within six months of the date of the Work Programme. Notwithstanding the above, the EU FTT proposal remains subject to negotiation between the remaining 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 Members States may withdraw, as Estonia did, to the extent that the Commission's Proposal is not formally withdrawn.

Prospective Noteholders are advised to seek their own professional advice in relation to the EU FTT.

3. **The Spanish Financial Transactions Tax**

On 16 October 2020, the Spanish Parliament approved Law 5/2020, of 15 October, on the Tax on Financial Transactions ("**Spanish FTT Law**") introducing the Spanish Financial Transaction Tax ("**Spanish FTT**") that entered into force on 16 January 2021 (three months after the publication of the Spanish FTT Law in the Spanish Official Gazette).

It is to be noted, however, that the preamble of the Spanish FTT Law states that Spain would continue to participate in the enhanced co-operation for the approval of the EU FTT and, if finally approved, Spain would adapt the Spanish FTT to align it with the EU FTT.

The Spanish FTT is broadly aligned with the French and Italian financial transactions tax. Specifically, the Spanish FTT is an indirect tax levied at a rate of 0.2% on the acquisitions for consideration of shares issued by Spanish companies regardless of the residency of the parties involved in the transaction, or of the jurisdiction where the shares are traded, provided that they comply with the following conditions: (i) the shares should be admitted to trading on a regulated market under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (or in a foreign market declared equivalent by the European Commission), and (ii) the stock market capitalisation value of the company should exceed €1,000 million on 1 December of the year prior to the acquisition. The Spanish FTT is payable on a monthly basis.

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

4. **FATCA**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Spain) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply to payments made prior to the date that is two years after the date on which the final regulations defining "foreign pass-through payments" are published in the U.S. Federal Register and Notes issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

5. **The Kingdom of Spain**

Introduction

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

(a) of general application, Additional Provision One of Law 10/2014; and Royal Decree 1065/2007;

(b) for individuals with tax residency in Spain who are personal income tax ("**Personal Income Tax**") tax payers, Law 35/2006, of 28 November on Personal Income Tax and on the partial amendment of the Corporate Income Tax Law, Non Residents Income Tax Law and Wealth Tax Law (the "**Personal Income Tax Law**"), and Royal Decree 439/2007, of 30 March 2007 promulgating the Personal Income Tax Regulations as amended by Royal Decree 633/2015, of 10 July, along with Law 19/1991, of 6 June 1991 on Wealth Tax (the "**Wealth Tax Law**"), as amended, Law 38/2022, of 27 December for the Establishment of Temporary Energy Taxes and Taxes on Credit Institutions and Financial Credit Establishments and which Creates the Temporary Solidarity Tax on Large Fortunes, and Modifies Certain Tax Regulations and Law 29/1987, of 18 December 1987 on Inheritance and Gift Tax;

(c) for legal entities resident for tax purposes in Spain which are corporate income tax ("**Corporate Income Tax**" or "**CIT**") taxpayers, Law 27/2014, of 27 November, on Corporate Income Tax , as amended (the

"**CIT Law**") and Royal Decree 634/2015, of 10 July promulgating the Corporate Income Tax Regulations (the "**Corporate Income Tax Regulations**"); and

(d) for individuals and legal entities who are not resident for tax purposes in Spain and are non-resident income tax ("**Non-Resident Income Tax**") taxpayers, Royal Legislative Decree 5/2004, of 5 March promulgating the Consolidated Text of the Non-Resident Income Tax Law ("**Non-Resident Income Tax Law**"), as amended and Royal Decree 1776/2004, of 30 July promulgating the Non-Resident Income Tax Regulations, along with Law 19/1991, of 6 June on Wealth Tax, Law38/2022, of 27 December for the Establishment of Temporary Energy Taxes and Taxes on Credit Institutions and Financial Credit Establishments and which Creates the Temporary Solidarity Tax on Large Fortunes, and Modifies Certain Tax Regulations and Law 29/1987, of 18 December on Inheritance and Gift Tax.

Whatever the nature and residence of the holder of a beneficial interest in the Notes (each, a "**Beneficial Owner**"), the acquisition and transfer of the Notes will be exempt from indirect taxes in Spain, for example exempt from transfer tax and stamp duty, in accordance with the consolidated text of such tax promulgated by Royal Legislative Decree 1/1993, of 24 September 1993, and exempt from value added tax, in accordance with Law 37/1992, of 28 December 1992 regulating such tax.

6. **Individuals with Tax Residency in Spain**

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

Both interest periodically received and income deriving from the transfer, redemption or repayment of the Notes would constitute a return on investment obtained from the transfer of own capital to third parties in accordance with the provisions of Section 25.2 of the Personal Income Tax Law, and therefore must be included in each investor's taxable savings and taxed at the tax rate applicable according to the progressive scale, i.e. currently at the rate of 19 per cent. for taxable income up to €6,000, 21 per cent. for taxable income between €6,000.01 to €50,000, 23 per cent. for taxable income between €50,001 and €200,000, 27 per cent. for taxable income between €200,001 and €300,000, and 30 per cent. for any amount exceeding €300,000.

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

(a) *in respect of Bearer Notes* – according to article 44.5 of the regulations approved by Royal Decree 1065/2007, in the case of debt listed securities issued under Law 10/2014 and initially registered in a foreign clearing and settlement entity that is recognised under Spanish regulations or under those of another OECD member state (as the Notes issued by the Issuer), the Issuer will make interest payments to individual holders who are resident for tax purposes in Spain without withholding **provided that** the relevant information about the Bearer Notes (as described below in "*Information about the Notes in Connection with Payments*") is submitted by the Fiscal Agent; and it would not be necessary to provide the Issuer with the identity of the holders who are individuals resident in Spain for tax purposes or to indicate the amount of income attributable to such individuals. However, withholding tax at the applicable rate of 19 per cent. may have to be deducted by other entities (such as depositaries, institutions or financial entities) provided that such entities are resident for tax purposes in Spain or have a permanent establishment in Spanish territory.

(b) *in respect of Book-entry Notes* – debt listed securities issued under Law 10/2014 and initially registered in a Spanish clearing and settlement entity interest payment made to Spanish tax resident individuals will be subject to withholding tax (currently 19 per cent.). However, with certain exceptions, income derived from the transfer of the Book-entry Notes should generally not be subject to withholding on account of Personal Income Tax **provided that** the Book-entry Notes are:

- Registered by way of book-entries (*anotaciones en cuenta*); and
- Negotiated in a Spanish official secondary market (*mercado secundario oficial*), such as AIAF.

Except to the portion of the price which is equivalent to the accrued interest on any transfer which are made within the 30 days immediately prior to the maturity of the coupon, when (i) the acquirer is an individual or entity not resident in Spain or is a taxable person for CIT purposes; and (ii) this express income is exempt from the obligation to withhold in relation to the acquirer.

In any event, individual holders may credit the withholding tax applied (in respect of both, Book-entry Notes and Bearer Notes) against their Personal Income Tax liability for the relevant fiscal year.

Please refer to section "*Risk Factors—Risks Relating to Spanish withholding tax regime*" above in relation to such information procedures.

6.2 ***Wealth Tax (Impuesto sobre el Patrimonio)***

Wealth Tax may be levied in Spain on resident individuals, on a worldwide basis.

Generally, individuals with tax residency in Spain are subject to Wealth Tax to the extent that their net worth exceeds €700,000 (subject to any exceptions provided under relevant legislation in an autonomous region (*Comunidad Autónoma*). Therefore, they should take into account the value of the Notes which they hold as at 31 December in each year, the applicable rates ranging between 0.2 per cent. and 3.5 per cent. Nevertheless, the actual collection of this tax depends on the regulations of each Autonomous Community. Thus, investors should consult their tax advisers according to the particulars of their situation.

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

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

In particular, individuals with tax residency in Spain are subject to the Temporary Solidarity Tax on Large Fortunes to the extent that their net worth exceeds €3,700,000. Therefore, they should take into account the value of the Notes which they hold as of 31 December each year, the applicable rates ranging between 1.7 per cent. and 3.5 per cent.

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

6.4 ***Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)***

Individuals with tax residency in Spain who acquire ownership or other rights over any Notes by inheritance, gift or legacy will be subject to inheritance and gift tax in accordance with the applicable Spanish regional or state rules. As at the date of this Base Prospectus, the applicable tax rates currently range between 7.65 per cent. and 34 per cent. However, final effective taxation may vary depending on relevant factors (such as the specific regulations imposed by each Spanish region, the amount of the pre-existing assets of the taxpayer and the degree of kinship with the deceased or donor). Thus, effective tax rates currently range between 0 per cent. and 81.60 per cent.

As the actual collection of this tax depends on the regulations of each Autonomous Community, investors should consult their tax advisers according to the particulars of their situation.

7. **Legal Entities with Tax Residency in Spain**

7.1 ***Corporate Income Tax (Impuesto sobre Sociedades)***

Payments of income deriving from the transfer, redemption or repayment of the Notes constitute a return on investments for tax purposes obtained from the transfer to third parties of own capital and would have to be included in profit and taxable income of legal entities with tax residency in Spain for Corporate Income Tax purposes in accordance with the rules for Corporate Income Tax and subject to the applicable tax rate (being the general tax rate, 25 per cent).

Notwithstanding the above, particular tax rules may apply and, in this regard, a distinction shall be made between Book-entry Notes and Bearer Notes. In particular:

(a) *In respect of Bearer Notes* – in accordance with article 44.5 of the regulations approved by Royal Decree 1065/2007, as amended, in the case of debt listed securities issued under Law 10/2014 and initially registered in a foreign clearing and settlement entity that is recognised under Spanish regulations or under those of another OECD member state (as the Notes issued by the Issuer), there is no obligation to withhold on income payable to Spanish CIT taxpayers (which for the sake of clarity, include Spanish tax resident investment funds and Spanish tax resident pension funds). Consequently, the Issuer will not withhold on interest payments to Spanish CIT taxpayers provided that the relevant information about the Notes (as described below in "*Information about the Notes in Connection with Payments*") is submitted by the Fiscal Agent.

In addition, as regards to any income derived from the transfer of the Bearer Notes, in accordance with article 61.s of the Corporate Income Tax Regulations, there is no obligation to withhold on income obtained by Spanish CIT payers (which for the avoidance of doubt, include Spanish tax resident investment funds and Spanish tax resident pension funds) from financial assets traded on organised markets in OECD.

However, in the case of Bearer Notes held by a Spanish entity and deposited with a Spanish resident entity acting as depositary or custodian, payments of interest and income deriving from the transfer may be subject to withholding tax at the current rate of 19 per cent. if the Notes do not comply with the exemption requirements specified in the ruling issued by the DGT dated 27 July 2004 (that is, placement of the Bearer Notes outside of Spain in another OECD country and admission to listing of the Notes on an organised market in an OECD country other than Spain). The amounts withheld, if any, may be credited by the relevant investors against its final CIT liability.

Please refer to section "*Risk Factors—Risks Relating to Spanish withholding tax regime*" above in relation to such information procedures.

(b) *In respect of Book-entry Notes* – according to article 44.4 of the regulations approved by Royal Decree 1065/2007, as amended, in the case of debt listed securities issued under Law 10/2014 and initially registered in a Spanish clearing and settlement entity, there is no obligation to withhold on income payable to Spanish CIT taxpayers, providing that certain requirements are met, including that the Issuer receives in a timely manner a duly executed and completed Payment Statement in respect of Book-entry Notes as defined below. See "*Information about the Notes in Connection with Payments*".

In addition, as regards to any income derived from the transfer of the Book-entry Notes, in accordance with article 61.q of the Corporate Income Tax Regulations, there is no obligation to withhold on income obtained by Spanish CIT payers (which for the avoidance of doubt, include Spanish tax resident investment funds and Spanish tax resident pension funds) from financial assets **provided that** the Notes are:

- Registered by way of book-entries (*anotaciones en cuenta*); and
- Negotiated in a Spanish official secondary market (*mercado secundario oficial*), such as AIAF.

7.2 ***Wealth Tax (Impuesto sobre el Patrimonio)***

Spanish resident legal entities are not subject to Wealth Tax.

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

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

7.4 ***Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)***

Legal entities tax resident in Spain which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to inheritance and gift tax and must include the market value of the Notes in their taxable income for Spanish Corporate Income Tax purposes.

8 **Individuals and Legal Entities with no Tax Residency in Spain**

8.1 ***Non-Resident Income Tax (Impuesto sobre la Renta de No Residentes)***

(a) *Non-Spanish resident investors acting through a permanent establishment in Spain*

Ownership of the Notes by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

If the Notes form part of the assets of a permanent establishment in Spain of a person or legal entity who is not resident in Spain for tax purposes, the tax rules applicable to income deriving from such Notes are the same as those for Spanish Corporate Income Tax taxpayers.

(b) *Non-Spanish resident investors not acting through a permanent establishment in Spain*

Payments of income deriving from the transfer, redemption or repayment of the Notes obtained by individuals or entities who have no tax residency in Spain, and which are Non- Resident Income Tax taxpayers with no permanent establishment in Spain, are exempt from such Non-Resident Income Tax on the same terms laid down for income from public debt. Furthermore, the Issuer has no obligation to withhold any tax amount for interest paid:

- *in respect of the Bearer Notes* – to holders who are Non-Resident Income taxpayers with no permanent establishment in Spain **provided that** certain requirements are met, including that in respect of interest payments from the Bearer Notes carried out by the Issuer, the Fiscal Agent provides the Issuer with the relevant information about the Bearer Notes, by delivering in a timely manner with a duly executed and completed Payment Statement in respect of the Bearer Notes as defined below, as set forth under article 44.5 of the regulations approved by Royal Decree 1065/2007. See "*Information about the Notes in Connection with Payments*".

- *in respect of the Book-entry Notes* – to holders who are Non-Resident Income taxpayers with no permanent establishment in Spain **provided that** certain requirements are met, including that in respect of interest payments from the Book-entry Notes carried out by the Issuer, the Issuer receives in a timely manner, a duly executed and completed Payment Statement in respect of the Book-entry Notes as defined below, as set forth under article 44.4 of the regulations approved by Royal Decree 1065/2007. See "*Information about the Notes in Connection with Payments*".

8.2 ***Wealth Tax (Impuesto sobre el Patrimonio)***

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to the Wealth Tax would generally not be subject to such tax. Otherwise, non-Spanish resident individuals whose properties and rights located in Spain, or that can be exercised within the Spanish territory exceed €700,000 would be subject to Wealth Tax, the applicable rates ranging between 0.2 per cent. and 3.5 per cent.

Notwithstanding the above, the actual collection of this tax depends on the regulations of each Autonomous Community. In accordance with Additional Provision 4 of the Net Wealth Tax Law as amended by Law 11/2021 of 9 July, non-resident taxpayers will be entitled to the application of specific regulations approved by the Autonomous Community where the greater value of the assets and rights they own, and for which the tax is required, is located, can be exercised or must be fulfilled. As such, prospective investors should consult their tax advisers.

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

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

Non-Spanish resident individuals whose properties and rights are located in Spain, or that can be exercised within the Spanish territory exceed €3,700,000 may be subject to the Temporary Solidarity Tax on Large Fortunes. In such event, they should take into account the value of the Notes which they hold as at 31 December each year, the applicable rates ranging between 1.7 per cent. and 3.5 per cent.

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

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

8.4 ***Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)***

Non-Spanish tax resident individuals who acquire ownership or other rights over the Notes by inheritance, gift or legacy, will be subject to the Spanish Inheritance and Gift Tax in accordance with the applicable Spanish regional and state rules, unless they reside in a country for tax purposes with which Spain has entered into a double tax treaty in relation to Inheritance and Gift Tax. In such case, the provisions of the relevant double tax treaty will apply.

If the provisions of the foregoing paragraph do not apply, such individuals will be subject to Inheritance and Gift Tax in accordance with the Spanish state legislation, being payable by the person who acquires the Notes, at a tax rate ranging from 7.65 per cent. and 34 per cent., according to Spanish state Law. However, final effective taxation may vary depending on relevant factors (such as the specific regulations imposed by each Spanish region, the amount of the pre-existing assets of the taxpayer and the degree of kinship with the deceased or donor). Thus, effective tax rates currently range between 0 per cent. and 81.60 per cent.

However, if the deceased, heir or the donee do not have tax residency in Spain, depending on the specific situation, the applicable rules will be those corresponding to the relevant autonomous regions (*Comunidad Autónoma*) according to the law. As such, prospective investors should consult their tax advisers.

Non-Spanish resident legal entities which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to Inheritance and Gift Tax. They will generally be subject to Non-Resident Income Tax. If the legal entity is resident in a country with which Spain has entered into a double tax treaty, the provisions of such treaty will apply. In general, double-tax treaties provide for the taxation of this type of income in the country of residence of the beneficiary.

9. **Obligation to inform the Spanish tax authorities of the ownership of the Notes**

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

Consequently, if the Notes are deposited with or placed in the custody of a non-Spanish entity, holders resident in Spain and permanent establishments of non-resident individuals or entities will be obliged, if certain thresholds are met as described below, to declare before the Spanish Tax Authorities, between 1 January and 31 March every year, the ownership of the Notes held on 31 December of the immediately preceding year (e.g. to declare between 1 January 2027 and 31 March 2027 the Notes held on 31 December 2026).

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

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

10. **Information about the Notes in Connection with Payments**

The Issuer is currently required by Spanish law to file an annual return with the Spanish tax authorities in which they report on certain information relating to the Notes.

In particular:

(a) *In respect of the Bearer Notes* – in accordance with article 44.5 of Royal Decree 1065/2007, for the purposes of preparing the tax annual to be submitted by the Issuer, certain information with respect to the Bearer Notes must be submitted by the Fiscal Agent in a timely manner (i.e. before the close of business on the business day immediately preceding the date on which any payment of interest, principal or any amount in respect of the early redemption of the Bearer Notes is due) in the form of a duly executed and completed statement (the "**Payment Statement in Respect of the Bearer Notes**") which shall include the following information:

(a) Identification of the Bearer Notes in respect of which the relevant payment is made;

(b) Date on which relevant payment is made;

(c) the total amount of the relevant payment; and

(d) the amount of the relevant payment allocated to each entity that manages a clearing and settlement system for securities situated outside Spain.

(b) *In respect of the Book-entry Notes* – in accordance with article 44.4 of Royal Decree 1065/2007, for the purposes of preparing the tax annual to be submitted by the Issuer, certain information with respect to the Book-entry Notes must be submitted by the Iberclear Members that have the Book-entry Notes registered in their securities account on behalf of third parties, as well as the entities that manage the clearing systems located outside Spain that have an agreement with Iberclear, if applicable, in a timely manner (i.e. before the close of business on the business day immediately preceding the date on which any payment of interest, principal or any amount in respect of the early redemption of the Book-entry Notes is due) in the form of a duly executed and completed statement (the "**Payment Statement in Respect of the Book-entry Notes**") which shall include the following information:

- Identification of the Book-entry Notes;
- Date on which relevant payment is made;
- Total amount of the income paid by the Issuer;
- Amount of the income corresponding to individuals resident in Spain that are Personal Income Tax payers; and
- Amount of the income that must be paid on a gross basis.

(hereinafter, the Payment Statement in Respect of the Bearer Notes and the Payment Statement in Respect of the Book-entry Notes, indistinctly, the "**Payment Statement**").

In particular, the Fiscal Agent must certify the information above about the Notes by means of a certificate the form of which is set out in the Agency Agreement.

In light of the above, the Issuer and the Fiscal Agent have arranged certain procedures to facilitate the collection of information concerning the Bearer Notes.

However, if the Issuer does not receive in a timely manner the relevant Payment Statement, the Issuer may be required to withhold taxes at the applicable rate of 19 per cent. from any payment in respect of the relevant Notes as to which the required information has not been provided.

If this were to occur, the affected beneficial owners will receive a refund of the amount withheld, with no need for action on their part, if a duly executed and completed Payment Statement is delivered to the Issuer before the tenth calendar day of the month immediately following the relevant payment date. In addition, beneficial owners may apply directly to the Spanish tax authorities for any refund to which they might be entitled, according to the procedures set forth in the Non-Resident Income Tax Law.

Prospective investors should note that the Issuer does not accept any responsibility relating to the lack of delivery of the relevant Payment Statements to the Issuer in connection with each payment of income under the Notes. Accordingly, the Issuer will not be liable for any damage or loss suffered by any beneficial owner who would otherwise be entitled to an exemption from Spanish withholding tax but whose income payments are nonetheless paid net of Spanish withholding tax because the Payment Statement was not duly delivered to the Issuer. Moreover, the Issuer will not pay any additional amounts with respect to such withholding tax.

SPANISH INSOLVENCY LAW

The information provided below does not purport to be a complete summary of Spanish insolvency law and practice currently applicable and is subject to any changes in law and the interpretation and application thereof, which could be made with retroactive effect. Prospective investors who are in any doubts as to their position should consult with their own professional advisers.

Where in this summary English terms and expressions are used to refer to Spanish concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Spanish concepts under Spanish law. This summary assumes that each transaction with respect of the Notes is at arm's length.

The consolidated text of the Spanish insolvency law approved by Royal Legislative Decree 1/2020 of 5 May (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (as amended from time to time, including without limitation, by virtue of Law 16/2022, of 5 September, the "**Spanish 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) and certain restructuring plans (*planes de restructuración*) or sale of productive units prior to insolvency.

Law 16/2022, of 5 September (*Ley 16/2022, de 5 de septiembre, de reforma del texto refundido de la Ley Concursal*) transposed into the Spanish Insolvency Law the Directive (EU) 2019/1023 of the European Parliament and of the Council of 20 June 2019 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132 (Directive on restructuring and insolvency).

Declaration of insolvency

Under the Spanish Insolvency Law, a debtor (and in the case of a company, its directors) is obliged to apply for an insolvency proceeding, known as "*concurso de acreedores*" when it is not able to meet its payment obligations in a timely manner (current insolvency) (*insolvencia actual*), and it is entitled to apply for an insolvency proceeding when it expects that it will shortly be unable to do so (imminent insolvency) (*insolvencia inminente*). The filing of such insolvency application may be made by the debtor, any creditor thereof and certain interested third parties, in the case of current insolvency. In the case of imminent insolvency, it can only be filed by the debtor. If filed by the debtor, the insolvency is deemed "voluntary" (*concurso voluntario*) and, if filed by a third party, the insolvency is deemed "mandatory" (*concurso necesario*). The directors of the debtor company shall request the insolvency within two months from the moment they knew, or ought to have known, of the insolvency situation or file with the insolvency court a communication under Article 585.1 of the Spanish Insolvency Law informing that it has commenced negotiations with its creditors to agree a restructuring plan (*plan de restructuración*) (the "**585.1 Communication**"), to obtain an extra period of three months to negotiate with its creditors. The debtor or creditors representing more than 50 per cent of the insolvency liabilities which, at the time of the request for the extra period, may be affected by the restructuring plan (*plan de restructuración*), minus the amount of the claims which, in the event of insolvency proceedings, are considered as subordinated obligations, may request to the insolvency court to grant an additional extra period of the effects of the 585.1 Communication for up to three months.

The debtor may file for insolvency (or the 585.1 Communication) as a protective measure in order to avoid (i) the attachment of its assets; or (ii) certain enforcement actions that could be taken by its creditors.

Upon receipt of an insolvency petition by a creditor, the insolvency court may issue provisional interim measures to protect the assets of the debtor and may request a guarantee from the petitioning creditor asking for the adoption of such measures to cover damages caused by the preliminary protective measures.

Effects of the insolvency declaration

The general rule is that the declaration of insolvency shall not affect the continuity of the business activity of the debtor company other than in the terms expressly set out in the Spanish Insolvency Law.

In case of voluntary insolvency (*concurso voluntario*), the debtor company will usually maintain control of its affairs, however, certain management decisions will be subject to the court insolvency administrator or receiver's (*administración concursal*) (the "**Receiver**") authorisation. In case of mandatory insolvency (*concurso necesario*),

the Receiver will usually substitute the directors of the debtor company, unless the insolvency court decides otherwise.

Unless otherwise provided by certain specific rules applicable to a certain type of contracts, creditors will not be able to accelerate the maturity of their credits based only on the declaration of the insolvency (*declaración de concurso*) of the debtor and provisions in a bilateral contract granting one party the right to terminate by reason only of the other's insolvency may not be enforceable. Any provision to the contrary will be null and void.

The debt will cease to accrue interest from the declaration of insolvency, except for such debt secured with security rights in rem, and up to, value of the security, and only with respect to secured ordinary interest, as explained further below.

Set-off is prohibited unless the requirements for the set-off were satisfied prior to the declaration of insolvency or the claim is governed by a law that permits set-off.

As a general rule, insolvency proceedings are not compatible with enforcement proceedings against assets of the insolvent debtor that are deemed necessary for continuation of its business activity until a composition agreement that affects the enforcement of the relevant security is approved or one year has elapsed from the debtor's insolvency declaration without the liquidation of the debtor being agreed. When compatible, in order to protect the interests of the debtor and its creditors, the law extends the jurisdiction of the court dealing with insolvency proceedings, which is, then, legally authorised to handle any enforcement proceedings or interim measures affecting the assets that are deemed to be "necessary" for the debtor's activity (whether based upon civil, labour or administrative law).

Classification of the Issuer's debts

The court order declaring the insolvency of the debtor shall contain an express request for the creditors to communicate and declare to the Receivers any debts owed by the debtor company, within a one-month period starting from the date after the publication of the declaration of insolvency in the State Official Gazette (*Boletín Oficial del Estado*), providing documentation to evidence such debts. Based on the documentation provided by the creditors, and the information provided by the debtor, the insolvency Receivers draw up a list of acknowledged creditors and classify the debts owed by the debtor company according to the categories established under Spanish Insolvency Law as follows: (i) debts against the insolvency estate (*créditos contra la masa*), (ii) debt benefiting from special privileges (*créditos con privilegio especial*), (iii) debt benefiting from general privileges (*créditos con privilegio general*), (iv) ordinary debt (*créditos ordinarios*) and (v) subordinated debt (*créditos subordinados*).

Those debts classified within the insolvency proceeding as ordinary debts shall rank ahead of subordinated debts but behind debts against the insolvency estate, debts benefiting from special privileges and debts benefiting from general privileges. In the case of insolvency of the Issuer, it is intended that the claims against the Issuer under the Notes (unless they qualify as subordinated credits and subject to any applicable and statutory exceptions (see "*Terms and Conditions of the Bearer Notes—Status*" and "*Terms and Conditions of the Book-entry Notes—Status*")) will rank below the debts against the insolvency estate, the credits benefiting from special privileges and the credits benefiting from general principles, *pari passu* without any preference among themselves and with all other outstanding unsecured and unsubordinated claims (including any other holder of unsubordinated and unsecured debt securities) of the Issuer classified as ordinary claims and ahead of any subordinated credits. However, certain actions or circumstances which are beyond the control of the Issuer may affect the relevant classification of the claims under the Notes including among other things, as follows:

(i) subject to certain exceptions, any debt may become subordinated if it is not reported to the Receivers within one month from the day following the publication of the court order declaring the insolvency in the Spanish Official Gazette (*Boletín Oficial del Estado*);

(ii) the debt will cease to accrue interest (whether ordinary or default interest) from the declaration of insolvency and any amount of interest accrued up to such date shall become subordinated. In the case of secured ordinary interests, (i) these shall be deemed as specially privileged, and (ii) interests shall keep accruing after the declaration of insolvency up to the limit of the secured amount, and only if a contingent credit for secured ordinary interests that may accrue after the declaration of insolvency is included in the statement of claim to be sent to the Receiver (as per the Supreme Court judgment dated 20 February 2019). In the case of secured default interests, (i) any amount accrued prior to the declaration of

insolvency shall be deemed as specially privileged, and (ii) shall not accrue after the declaration of insolvency, in accordance with the Spanish Supreme Court judgment dated 11 April 2019. Any payments of interest in respect of debt securities will be subject to the subordination provisions of Article 281.1.3º of the Spanish Insolvency Law.

(iii) debts owed to those persons considered "especially related", directly or indirectly, to the Issuer (*personas especialmente relacionadas*) in accordance with the Spanish Insolvency Law will be classified as subordinated debts;

Restructuring plans (planes de restructuración) and settlement agreements (convenios)

The Spanish Insolvency Law also provides for a specific regime for certain restructuring plans (*planes de restructuración*) and settlement agreements (*convenio*).

Restructuring plans (*planes de restructuración*) make it possible to modify the conditions or structure of the debtor's assets, liabilities and/or equity in such a way that the debtor can avoid insolvency or emerge from insolvency. Specifically, they may include debt write-offs, waivers, debt capitalisations, dations in payment, modifications or extinction of guarantees and the termination of various types of contracts. They may also entail the sale of an operating production unit (*venta de unidad productiva*).

As part of the restructuring process, the creditors must be grouped into classes on the basis of a common interest to be determined on the basis of objective criteria. The Spanish Insolvency Law foresees that creditors with claims with the same ranking provided for in the insolvency proceedings will form part of the same class, although they may be separated if there are reasons to justify it (e.g. according to the treatment they receive or the existence of conflicts of interest). The Spanish Insolvency Law also provides that certain entitled parties may request court confirmation of the formation of creditors' classes from the responsible court for approval prior to the application for court approval of the plan itself.

The restructuring plan (*plan de restructuración*) shall be approved for a class of claims when it is supported by two-thirds of the liabilities of that class, except for the class of secured claims which shall require three-quarters for approval. The Spanish Insolvency Law provides for court approval of restructuring plans (*planes de restructuración*) that have not been approved by all classes of creditors and/or members. Court approval of those plans not approved by all classes of creditors will require: (i) that a simple majority of classes have voted in favour, some of them being claims with special or general privilege; or, failing this, (ii) that it is approved by a class that would reasonably have received some payment following the valuation of the debtor as a going concern. In addition, those plans not approved by the members shall require that the debtor be in a state of actual or imminent insolvency and, in particular, that no class of affected creditors receive any rights, shares or interests with a value exceeding the amount of their claims.

The court approval of the restructuring plan (*plan de restructuración*) makes it possible to extend its effects to all credits affected by the plan.

Settlement agreement (*convenio*) is a key element within the Spanish Insolvency Law, referring to the agreement reached between the debtor and the creditors during the insolvency proceedings. It outlines the terms and conditions for the restructuring or settlement of the debtor's obligations. Settlement agreement (*convenio*) aims to establish a mutually acceptable arrangement that balances the interests of the debtor and the creditors. It may involve debt forgiveness, rescheduling of payments, or other measures aimed at restoring the financial viability of the debtor. Settlement agreement (*convenio*) requires the approval of the creditors and the insolvency court to be enforceable.

Liquidation

As an alternative to settlement agreements (*convenios*) to end insolvency proceedings, the Spanish Insolvency Law provides for the opening of the so-called liquidation phase. This opening may be carried out by the debtor himself or by the court in certain circumstances.

Among the effects of the liquidation phase set forth in the Spanish Insolvency Law, the main consequence on the debtor is the suspension of the control of its affairs, by means of the replacement of the directors of the company by the Receiver.

Once the liquidation phase begins, the Receiver tries to wind-up the debtor's assets in the best possible way. For this purpose, a liquidation plan is created and submitted to the court, which shall express the conditions and characteristics

of the assets and the way in which, at the Receiver discretion, they should be disposed of. As a result of the liquidation, payment shall be made to creditors according to the ranking of credits and payment order provided in the Spanish Insolvency Law.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and the conditions contained in an amended and restated dealer agreement dated 15 October 2026 (the "**Dealer Agreement**") between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for its expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

The relevant Dealers will be entitled in certain circumstances to be released and discharged from their obligations in respect of a proposed issue of Notes under or pursuant to the Dealer Agreement prior to the closing of the issue of such Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on or before the issue date of such Notes. In this situation, the issuance of such Notes may not be completed. Investors will have no rights against the Issuer or the relevant Dealers in respect of any expense incurred or loss suffered in these circumstances.

Selling Restrictions

United States of America

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States 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.

The Notes 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 United States Internal Revenue Code and regulations thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes 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 of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

If the Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered, sold

or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II); or

(ii) a customer within the meaning of Directive (EU) 2016/97, as amended (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II.

Prohibition of Sales to UK Retail Investors

If the Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes includes the legend "Prohibition of Sales to UK Retail Investors", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of this Base Prospectus as completed by the Final Terms (or are the subject of the Drawdown Prospectus, as the case may be) in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision, the expression "**retail investor**" means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Other UK regulatory restrictions

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

(a) ***No deposit-taking***: in relation to any Notes having a maturity of less than one year:

(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and:

(ii) it has not offered or sold and will not offer or sell any Notes other than to persons:

(A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses;

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(b) ***Financial promotion:*** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(c) ***General compliance***: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme shall be required to represent and agree, that any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic

of Italy will be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver any Notes or distribute copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy except:

(a) to "qualified investors" (*investitori qualificati*), as defined in Article 2, letter e), of the Prospectus Regulation and any applicable provision of Legislative Decree No. 58 of 24 February 1998 ("**Decree No. 58**") and Italian CONSOB regulations, all as amended from time to time; or

(b) in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under the Prospectus Regulation, Decree No. 58 or CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and any other applicable Italian laws and regulations.

Any such offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Decree No. 58, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (in each case as amended from time to time) and any other applicable laws and regulations;

(b) in compliance with Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016 and on 2 November 2020); and

(c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy or any other Italian authority.

Singapore

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

General

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice

to the obligations of the Dealers described in the paragraph headed "*—General*" above.

Selling restrictions may be modified with the agreement of the Issuer. Any such modification may be set out in a supplement to this Base Prospectus.

FORM OF FINAL TERMS OF THE BEARER NOTES

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** The Notes are not intended to be offered, sold or otherwise made available to and [, with effect from such date,] should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.][1]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) 600/2014 as it forms part of domestic law by virtue of European Union (Withdrawal) Act 2018 ("**EUWA**"). Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.][2]

[[**EU MiFID II Product Governance / Professional investors and ECPs only target market**] – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**EU MiFID II**")][EU MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][3]

[**UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][4]

[**Singapore Securities and Futures Act Product Classification –** Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore) (as modified or amended from time to time, the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products "]/["capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018)][5]

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[1] Square brackets or wording to be removed as appropriate for each issuance.

[2] Square brackets or wording to be removed as appropriate for each issuance.

[3] Square brackets or wording to be removed as appropriate for each issuance.

[4] Square brackets or wording to be removed as appropriate for each issuance.

[5] Square brackets or wording to be removed as appropriate for each issuance.

Final Terms dated [•]

Colonial SFL, SOCIMI, S.A.
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

Legal Entity Identifier (LEI): 95980020140005007414

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used below shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Bearer Notes (the "**Conditions**") set forth in the Base Prospectus dated 15 October 2026 [and the supplement to the Base Prospectus dated [*insert date*] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Notes described below for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus.]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.

[Terms used below shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the base prospectus dated [5 October 2016/11 October 2017/10 July 2024/10 September 2025 [together with the supplement dated 17 December 2025]] (the "**Conditions**") which are incorporated by reference in the Base Prospectus dated 15 October 2026. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus dated 15 October 2026 [and the supplement to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation, save in respect of the Conditions which are set forth in the base prospectus dated [5 October 2016/11 October 2017/10 July 2024/10 September 2025 [together with the supplement dated 17 December 2025]] and are incorporated by reference in the Base Prospectus. This document constitutes the Final Terms relating to the issue of Notes described below for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.]

The Base Prospectus has been published on the website of Euronext Dublin (*https://www.euronext.com/en/markets/dublin*) and the Issuer's website (*www.colonial-sfl.com*).

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

In accordance with the Prospectus Regulation, no prospectus is required in connection with the issuance of the Notes described below.

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.*]

1.	(i)	Issuer:	Colonial SFL, SOCIMI, S.A.
2.	(i)	Series Number:	[•]
	(ii)	Tranche Number:	[•]

	[(iii)	Date on which the Notes become fungible:	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [•] on [[•]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 25 below [which is expected to occur on or about [•]].]
3.	Specified Currency or Currencies:		[•]
4.	Aggregate Nominal Amount:		[•]
	(i)	Series:	[•]
	(ii)	Tranche:	[•]
5.	Issue Price:		[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•] (in the case of fungible issues only, if applicable)]
6.	(i)	Specified Denominations:	[•] *(No Notes may be issued which have a minimum denomination of less than EUR100,000 (or equivalent in another currency))*
	(ii)	Calculation Amount:	[•]
7.	(i)	Issue Date:	[•] [*This should be a date where it is a London Banking Day*]
	(ii)	Interest Commencement Date:	[[•]/Issue Date/Not Applicable]
8.	Maturity Date:		[*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
9.	Interest Basis:		[[•] per cent. Fixed Rate (see paragraph 14 below)] [•][•] [EURIBOR/SONIA/SOFR/€STR]+/– [•] per cent. Floating Rate (see paragraph 15 below)] [Zero Coupon (see paragraph 16 below)]
10.	Redemption/Payment Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at their nominal amount.
11.	Change of Interest or Redemption/Payment Basis:		[*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 14 and 15 below and identify there*/Not Applicable]
12.	Put/Call Options:		[Put Option] [Change of Control Put Event] [Call Option] [Residual Maturity Call Option] [Substantial Purchase Event] [Acquisition Event] [See paragraph[s] [17/18/19/20/21/22] below)]

13.	[Date [Board] approval for issuance of Notes obtained:]		[•] *(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	**Fixed Rate Note Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[•] per cent. per annum payable in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	[•] in each year
	(iii)	Fixed Coupon Amount[(s)]:	[•] per Calculation Amount
	(iv)	Broken Amount(s):	[•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]
	(v)	Day Count Fraction:	[30/360 / Actual/Actual (ICMA/ISDA) / Actual/365 (Fixed) /Actual 360 / 30E/360 / 30E/360 (ISDA)]
15.	**Floating Rate Note Provisions**		[Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
	(i)	Interest Period(s):	[•] [, subject to adjustment in accordance with the Business Day Convention set out in (v) below /, not subject to any adjustment, as the Business Day Convention in (iv) below is specified to be Not Applicable]
	(ii)	Specified Period:	[•]
	(iii)	Interest Payment Dates:	[•]
	(iv)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ No Adjustment] / [Not Applicable]
	(v)	Additional Business Centre(s):	[Not Applicable/[•]]
	(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
	(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Fiscal Agent):	[•] shall be the Calculation Agent
	(viii)	Screen Rate Determination:	[Applicable/Not Applicable]
		• Reference Banks:	[•]
		• Reference Rate:	[EURIBOR/SONIA/SOFR/€STR/SONIA Compounded Index/SOFR Compounded Index]
		• Observation Method:	[Lag / Observation Shift]
		• Lag Period:	[5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days London Banking Days /Not Applicable]

		(NB: A minimum of 5 should be specified for the Lag Period, unless otherwise agreed with the Calculation Agent)
•	Observation Shift Period:	[5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days London Banking Days /Not Applicable] *(NB: A minimum of 5 should be specified for the Observation Shift Period, unless otherwise agreed with the Calculation Agent)*
•	D:	[360/365/[ ]] / [Not Applicable]
•	Index Determination:	[Applicable/Not Applicable]
•	SONIA Compounded Index:	[Applicable/Not Applicable]
•	SOFR Compounded Index:	[Applicable/Not Applicable]
•	Relevant Decimal Place:	[•] [5/7] (unless otherwise specified in the Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index)
•	Relevant Number of Index Days:	[•] [5] (unless otherwise specified in the Final Terms, the Relevant Number shall be 5)
•	Interest Determination Date(s):	[The first Business Day in the relevant Interest Period]/ select where Interest Determination Date has the meaning specified in Condition 8(e), 8(f) or 8(g) [•] [London Banking Days/U.S. Government Securities Business Days/TARGET Settlement Days] prior to each Interest Payment Date.]
•	Relevant Screen Page:	[•]
•	Relevant Time:	[•]
•	Relevant Financial Centre:	[•]
(ix)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
•	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
•	Floating Rate Option:	[•]
•	Designated Maturity:	[•]
•	Reset Date:	[•]/[as specified in the ISDA Definitions]/[the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(v)] above and as specified in the ISDA Definitions].
•	Compounding:	[Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs*

of this paragraph)

- Compounding Method: [Compounding with Lookback

  Lookback: [•] Applicable Business Days]

  [Compounding with Observation Period Shift

  Observation Period Shift: [•] Observation Period Shift Business Days

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

  [Compounding with Lockout

  Lockout: [•] Lockout Period Business Days

  Lockout Period Business Days: [•]/[Applicable Business Days]]

- Averaging: [Applicable/Not Applicable]

  (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- [Averaging Method: [Averaging with Lookback
  Lookback: [•] Applicable Business Days]

  [Averaging with Observation Period Shift

  Observation Period Shift: [•] Observation Period Shift Business days

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

  [Averaging with Lockout

  Lockout: [•] Lockout Period Business Days

  Lockout Period Business Days: [•]/[Applicable Business Days]]

- Index Provisions: [Applicable/Not Applicable]

  (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- Index Method: Compounded Index Method with Observation Period Shift

  Observation Period Shift: [•] Observation Period Shift Business days

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

(x) Linear Interpolation: Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)

(xi) Margin(s): [+/-][•] per cent. per annum

(xii) Minimum Rate of Interest: [•] per cent. per annum

(xiii) Maximum Rate of Interest: [•] per cent. per annum

(xiv) Day Count Fraction: [•]

16. Zero Coupon Note Provisions [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Accrual Yield: [•] per cent. per annum

(ii) Reference Price: [•]

(iii) Day Count Fraction in relation to Early Redemption Amount: [30/360 / Actual/Actual (ICMA/ISDA) / Actual/365 (Fixed) /Actual 360 / 30E/360 / 30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

17. Call Option [Applicable/Not Applicable]

(i) Optional Redemption Date(s) (Call): [•]

(ii) Optional Redemption Amount(s) (Call) of each Note: [[•] per Calculation Amount/Make Whole Amount]

[(*If Make Whole Amount is selected, include items (a) through (c) below or relevant options as are set out in the Bearer Conditions*)]

(iii) Make Whole Amount: [Applicable/Not Applicable]

(*If not applicable delete the remaining sub-paragraphs of this paragraph*)

[(a) Reference Bond: [[•]/Not Applicable]

(*If not applicable delete the remaining sub-paragraphs of this paragraph*)

[Redemption Margin: [•] per cent.]

[Financial Adviser: [•]]

[Quotation Time: [•]]

[(b) Discount Rate: [•]/Not Applicable]

[(c) Make Whole Exemption Period: [Not Applicable/From (and including) [•] to (but excluding) [•]/the Maturity Date]

(iv) If redeemable in part:

(a) Minimum Redemption Amount: [•] per Calculation Amount

(b) Maximum Redemption Amount: [•] per Calculation Amount

(v) Notice period: [•]

18. Put Option [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Optional Redemption Date(s) (Put): [•]

	(ii)	Optional Redemption Amount(s) (Put) of each Note and calculation of such amount(s), if any:	[•] per Calculation Amount
	(iii)	Notice period:	[•] *(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)*
19.	Change of Control Put Event:		[Applicable/Not Applicable]
20.	Residual Maturity Call Option:		[Applicable/Not Applicable]
	Date fixed for redemption:		[As per Condition 10(d)] [No earlier than [•] months before the Maturity Date]
21.	Substantial Purchase Event:		[Applicable/Not Applicable]
22.	Acquisition Event:		[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	(i)	Acquisition Target:	[•]
	(ii)	Acquisition Completion Date:	[•]
	(iii)	Acquisition Event Redemption Amount:	[•]
	(iv)	Acquisition Event Notice Period:	The period from the Issue Date to [[•]/the Acquisition Completion Date]
23.	Final Redemption Amount of each Note:		[•] per Calculation Amount
24.	Early Redemption Amount/Early Termination Amount:		
	(i)	Early Redemption Amount(s) (Tax) or early redemption amount for other early redemption:	[Not Applicable] / [•] per Calculation Amount (*reference to other early redemption is only relevant in the context of zero coupon notes*)
	(ii)	Early Termination Amount:	[Not Applicable] / [•] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25.	Form of Notes:	Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes at any time/in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes] (*N.B. In relation to any issue of Notes which are expressed to be represented by a Temporary Global Note exchangeable for Definitive Notes in accordance with this option, such notes may only be issued in*

		denominations equal to, or greater that €100,000 (or equivalent) and integral multiples thereof.) [Permanent Global Note exchangeable for Definitive Notes at any time/in the limited circumstances specified in the Permanent Global Note] *(N.B. In relation to any issue of Notes which are expressed to be represented by a Permanent Global Note exchangeable for Definitive Notes in accordance with this option, such notes may only be issued in denominations equal to, or greater that €100,000 (or equivalent) and integral multiples thereof.)*
26.	New Global Note:	[Yes] [No]
27.	Additional Financial Centre(s):	[Not Applicable/*give details. Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub-paragraph 15(v) relates*]
28.	Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are left.]

Signed on behalf of Colonial SFL, SOCIMI, S.A.:

By: .....
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i) Admission to Trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*the Official List of Euronext Dublin/another Regulated Market*] with effect from [•].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*The Official List of Euronext Dublin*] with effect from [*30 days after the Issue Date/Other time period*].] (*Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading*).
(ii) Estimate of total expenses related to admission to trading:	[•]

2. RATINGS

The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

Ratings:

[Standard & Poor's: [•]]

[Moody's: [•]]

[Fitch: [•]]

[[Other]: [•]]

(*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*.)

Option 1 - CRA established in the EEA and registered under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and registered under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Option 2 - CRA established in the EEA, not registered under the EU CRA Regulation but has applied for registration

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and has applied for registration under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the [relevant competent authority] /[European Securities and Markets Authority].

Option 3 - CRA established in the EEA, not registered under the EU CRA Regulation and not applied for registration

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and is neither registered nor has it applied for registration under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Option 4 - CRA not established in the EEA but relevant rating is endorsed by a CRA which is established and registered under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but the rating it has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the EEA and registered under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Option 5 - CRA is not established in the EEA and relevant rating is not endorsed under the EU CRA Regulation but CRA is certified under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but is certified under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Option 6 - CRA neither established in the EEA nor certified under the EU CRA Regulation and relevant rating is not endorsed under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA and is not certified under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. (*Amend as appropriate if there are other interests*)]

[*(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.)*]

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

Reasons for the offer:	[General Corporate Purposes]/[Eligible Green Projects]/[•] (*See "Use of Proceeds" wording in the Base Prospectus – if reasons for the offer are different from General Corporate Purposes or Eligible Green Projects, will need to include those reasons here.*)
Estimated net proceeds:	[•]

5. [*Fixed Rate Notes only* – YIELD

Indication of yield:	[•] [*The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.*]

6. OPERATIONAL INFORMATION

ISIN:	[•]
Common Code:	[•]
FISN:	[Not Applicable]/[[•], as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN.]
CFI Code:	[Not Applicable]/[[•], as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN.]
Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[•]/[Not Applicable]
Relevant Benchmark[s]:	[[*specify benchmark*] is provided by [*administrator legal name*]][*repeat as necessary*]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Regulation (EU) 2016/1011]/[As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Regulation (EU) 2016/1011]/[As far as the Issuer is aware, as at the date hereof, [*name of administrator*] has applied for [endorsement/recognition] under the EU Benchmarks Regulation[, and is currently permitted to provide [*specify benchmark*]] /[Not Applicable]
[Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and

intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. DISTRIBUTION

(i) Method of Distribution:	[Syndicated/Non-syndicated]
(ii) If syndicated:	
(A) Names of Dealers:	[Not Applicable/*give names*]
(B) Stabilisation Manager(s), if any:	[Not Applicable/*give names*]
(iii) If non-syndicated, name of Dealer:	[Not Applicable/*give names*]
(iv) U.S. Selling Restrictions:	Reg S Compliance Category 2; [TEFRA C/TEFRA D]
(v) Prohibition of Sales to EEA Retail Investors:	[Applicable]/[Not Applicable] *(If the Notes clearly do not constitute "packaged" products or the Notes do not constitute "packaged products" but a key information document will be prepared, "Not Applicable" should be specified. If no key information document will be prepared and the Notes may constitute "packaged" products, "Applicable" should be specified.)*
(vi) Prohibition of Sales to UK Retail Investors:	[Applicable]/[Not Applicable] *(If the Notes clearly do not constitute "packaged" products to which the UK CCI regime applies, or the Notes do not constitute "package products" to which the UK CCI regime applies but a disclosure document will be prepared, "Not Applicable" should be specified. If no disclosure document will be prepared and the Notes may constitute "packaged" products to which the UK CCI regime applies, "Applicable" should be specified.)*
(vii) Additional Selling Restrictions:	[•]

FORM OF FINAL TERMS OF THE BOOK-ENTRY NOTES

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** The Notes are not intended to be offered, sold or otherwise made available to and [, with effect from such date,] should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.][1]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) 600/2014 as it forms part of domestic law by virtue of European Union (Withdrawal) Act 2018 ("**EUWA**"). Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.][2]

[[**EU MiFID II Product Governance / Professional investors and ECPs only target market**] – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**EU MiFID II**")][EU MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][3]

[**UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][4]

[**Singapore Securities and Futures Act Product Classification –** Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore) (as modified or amended from time to time, the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products "]/["capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018)][5]

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[1] Square brackets or wording to be removed as appropriate for each issuance.

[2] Square brackets or wording to be removed as appropriate for each issuance.

[3] Square brackets or wording to be removed as appropriate for each issuance.

[4] Square brackets or wording to be removed as appropriate for each issuance.

[5] Square brackets or wording to be removed as appropriate for each issuance.

Final Terms dated [•]

Colonial SFL, SOCIMI, S.A.
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

Legal Entity Identifier (LEI): 95980020140005007414

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used below shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Book-entry Notes (the "**Conditions**") set forth in the Base Prospectus dated 15 October 2026 [and the supplement to the Base Prospectus dated [*insert date*] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Notes described below for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.

[Terms used below shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the base prospectus dated [19 December 2019/18 May 2021] (the "**Conditions**") which are incorporated by reference in the Base Prospectus dated 15 October 2026. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus dated 15 October 2026 [and the supplement to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation, save in respect of the Conditions which are set forth in the base prospectus dated [19 December 2019/18 May 2021/10 September 2025] and are incorporated by reference in the Base Prospectus. This document constitutes the Final Terms relating to the issue of Notes described below for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.]

The Base Prospectus has been published on the website of Euronext Dublin (*https://www.euronext.com/en/markets/dublin*) and the Issuer's website (*www.colonial-sfl.com*).

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

In accordance with the Prospectus Regulation, no prospectus is required in connection with the issuance of the Notes described below.

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.*]

1.	(i)	Issuer:	Colonial SFL, SOCIMI, S.A.
2.	(i)	Series Number:	[•]
	(ii)	Tranche Number:	[•]
	[(iii)	Date on which the Notes become fungible:	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [•] on [•]/the Issue Date.]
3.	Specified Currency or Currencies:		[•]
4.	Aggregate Nominal Amount:		[•]
	(i)	Series:	[•]
	(ii)	Tranche:	[•]

	(iii) Number of Notes:	[•]
5.	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•] [*in the case of fungible issues only, if applicable*]]
6.	(i) Specified Denominations:	[•] *(No Notes may be issued which have a minimum denomination of less than EUR100,000 (or equivalent in another currency))*
	(ii) Calculation Amount:	[•]
7.	(i) Issue Date:	[•]
	(ii) Interest Commencement Date:	[[•]/Issue Date/Not Applicable]
8.	Maturity Date:	[*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
9.	Interest Basis:	[[•] per cent. Fixed Rate (see paragraph 14 below)] [[•][•] [EURIBOR/SONIA/SOFR/€STR]+/– [•] per cent. Floating Rate (see paragraph 15 below)] [Zero Coupon (see paragraph 16 below)]
10.	Redemption/Payment Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at their nominal amount.
11.	Change of Interest or Redemption/Payment Basis:	[*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 14 and 15 below and identify there*/Not Applicable]
12.	Put/Call Options:	[Put Option] [Change of Control Put Event] [Call Option] [Residual Maturity Call Option] [Substantial Purchase Event] [Acquisition Event] [See paragraph[s] [17/18/19/20/21/22] below)]
13.	[Date [Board] approval for issuance of Notes obtained:]	[•] *(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	**Fixed Rate Note Provisions**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Rate[(s)] of Interest:	[•] per cent. per annum payable in arrear on each Interest Payment Date

(ii)	Interest Payment Date(s):	[•] in each year
(iii)	Fixed Coupon Amount[(s)]:	[•] per Calculation Amount
(iv)	Broken Amount(s):	[•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]
(v)	Day Count Fraction:	[30/360 / Actual/Actual (ICMA/ISDA) / Actual/365 (Fixed) /Actual 360 / 30E/360 / 30E/360 (ISDA)]
15.	**Floating Rate Note Provisions**	[Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
(i)	Interest Period(s):	[•] [, subject to adjustment in accordance with the Business Day Convention set out in (v) below /, not subject to any adjustment, as the Business Day Convention in (v) below is specified to be Not Applicable]
(ii)	Specified Period:	[•]
(iii)	Interest Payment Dates:	[•]
(iv)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ No Adjustment] /[Not Applicable]
(v)	Additional Business Centre(s):	[Not Applicable/[•]]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Spanish Paying Agent):	[•] shall be the Calculation Agent
(viii)	Screen Rate Determination:	[Applicable/Not applicable]
	• Reference Banks:	[•]
	• Reference Rate:	[EURIBOR/SONIA/SOFR/€STR/SONIA Compounded Index/SOFR Compounded Index]
	• Observation Method:	[Lag / Observation Shift]
	• Lag Period:	[5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days London Banking Days /Not Applicable] *(NB: A minimum of 5 should be specified for the Lag Period, unless otherwise agreed with the Calculation Agent)*
	• Observation Shift Period:	[5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days London Banking Days /Not Applicable] *(NB: A minimum of 5 should be specified for the Observation Shift Period, unless otherwise agreed with the Calculation Agent)*

•	D:	[360/365/[ ]] / [Not Applicable]
•	Index Determination:	[Applicable/Not Applicable]
•	SONIA Compounded Index:	[Applicable/Not Applicable]
•	SOFR Compounded Index:	[Applicable/Not Applicable]
•	Relevant Decimal Place:	[•] [5/7] (unless otherwise specified in the Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index)
•	Relevant Number of Index Days:	[•] [5] (unless otherwise specified in the Final Terms, the Relevant Number shall be 5)
•	Interest Determination Date(s):	[The first Business Day in the relevant Interest Period]/ select where Interest Determination Date has the meaning specified in Condition 8(e), 8(f) or 8(g) [•] [London Banking Days/U.S. Government Securities Business Days/TARGET Settlement Days] prior to each Interest Payment Date.]
•	Relevant Screen Page:	[•]
•	Relevant Time:	[•]
•	Relevant Financial Centre:	[•]

(ix)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
	Floating Rate Option:	[•]
	Designated Maturity:	[•]
	Reset Date:	[•]/[as specified in the ISDA Definitions]/[the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(v)] above and as specified in the ISDA Definitions].
	Compounding:	[Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph*)
	Compounding Method:	[Compounding with Lookback Lookback: [•] Applicable Business Days] [Compounding with Observation Period Shift Observation Period Shift: [•] Observation Period Shift Business Days

		Observation Period Shift Additional Business Days: [•] / [Not Applicable]]
		[Compounding with Lockout
		Lockout: [•] Lockout Period Business Days
		Lockout Period Business Days: [•]/[Applicable Business Days]]
	Averaging:	[Applicable/Not Applicable]
		(*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	[Averaging Method:	[Averaging with Lookback Lookback: [•] Applicable Business Days]
		[Averaging with Observation Period Shift
		Observation Period Shift: [•] Observation Period Shift Business days
		Observation Period Shift Additional Business Days: [•]/[Not Applicable]]
		[Averaging with Lockout
		Lockout: [•] Lockout Period Business Days
		Lockout Period Business Days: [•]/[Applicable Business Days]]
	Index Provisions:	[Applicable/Not Applicable]
		(*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	Index Method:	Compounded Index Method with Observation Period Shift
		Observation Period Shift: [•] Observation Period Shift Business days
		Observation Period Shift Additional Business Days: [•] / [Not Applicable]
(x)	Linear Interpolation:	Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)
(xi)	Margin(s):	[+/-][•] per cent. per annum
(xii)	Minimum Rate of Interest:	[•] per cent. per annum
(xiii)	Maximum Rate of Interest:	[•] per cent. per annum
(xiv)	Day Count Fraction:	[•]
16.	**Zero Coupon Note Provisions**	[Applicable/Not Applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

	(i)	Accrual Yield:	[•] per cent. per annum
	(ii)	Reference Price:	[•]
	(iii)	Day Count Fraction in relation to Early Redemption Amount:	[30/360 / Actual/Actual (ICMA/ISDA) / Actual/365 (Fixed) /Actual 360 / 30E/360 / 30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

17.	Call Option		[Applicable/Not Applicable]
	(i)	Optional Redemption Date(s) (Call):	[•]
	(ii)	Optional Redemption Amount(s) (Call) of each Note:	[[•] per Calculation Amount/Make Whole Amount] [(*If Make Whole Amount is selected, include items (a) through (c) below or relevant options as are set out in the Book-entry Conditions*)]
	(iii)	Make Whole Amount:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
		[(a) Reference Bond:	[[•]/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
		[Redemption Margin:	[•] per cent.]
		[Financial Adviser:	[•]]
		[Quotation Time:	[•]]
		[(b) Discount Rate:	[•]/Not Applicable]
		[(c) Make Whole Exemption Period:	[Not Applicable/From (and including) [•] to (but excluding) [•]/the Maturity Date]
	(iv)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[•] per Calculation Amount
		(b) Maximum Redemption Amount:	[•] per Calculation Amount
	(v)	Notice period:	[•]
18.	Put Option		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s) (Put):	[•]
	(ii)	Optional Redemption Amount(s) (Put) of each Note and calculation of such amount(s), if any:	[•] per Calculation Amount
	(iii)	Notice period:	[•] *(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5*

		clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Spanish Paying Agent)
19.	Change of Control Put Event:	[Applicable/Not Applicable]
20.	Residual Maturity Call Option:	[Applicable/Not Applicable]
	Date fixed for redemption:	[As per Condition 10(d)] [No earlier than [•] months before the Maturity Date]
21.	Substantial Purchase Event:	[Applicable/Not Applicable]
22.	Acquisition Event:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	(i) Acquisition Target:	[•]
	(ii) Acquisition Completion Date:	[•]
	(iii) Acquisition Event Redemption Amount:	[•]
	(iv) Acquisition Event Notice Period:	The period from the Issue Date to [[•]/the Acquisition Completion Date]
23.	Final Redemption Amount of each Note:	[•] per Calculation Amount
24.	Early Redemption Amount/Early Termination Amount:	
	(i) Early Redemption Amount(s) (Tax) or early redemption amount for other early redemption:	[Not Applicable] / [•] per Calculation Amount (*reference to other early redemption is only relevant in the context of zero coupon notes*)
	(ii) Early Termination Amount:	[Not Applicable] / [•] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25.	Form of Notes:	Book-entry notes (*anotaciones en cuenta*)
26.	Additional Financial Centre(s):	[Not Applicable/*give details. Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub-paragraph 15(v) relates*]

Signed on behalf of Colonial SFL, SOCIMI, S.A.:

By: .....
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i) Admission to Trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*AIAF*] [with effect from [•] / within 30 days following the Issue Date / [*Other time period*].] (*Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading*). (*When documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
(ii) Estimate of total expenses related to admission to trading:	[•]

2. RATINGS

The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

Ratings:

[Standard & Poor's: [•]]

[Moody's: [•]]

[Fitch: [•]]

[[Other]: [•]]

(*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*.)

Option 1 - CRA established in the EEA and registered under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and registered under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Option 2 - CRA established in the EEA, not registered under the EU CRA Regulation but has applied for registration

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and has applied for registration under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the [relevant competent authority] /[European Securities and Markets Authority].

Option 3 - CRA established in the EEA, not registered under the EU CRA Regulation and not applied for registration

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and

is neither registered nor has it applied for registration under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Option 4 - CRA not established in the EEA but relevant rating is endorsed by a CRA which is established and registered under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but the rating it has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the EEA and registered under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Option 5 - CRA is not established in the EEA and relevant rating is not endorsed under the EU CRA Regulation but CRA is certified under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but is certified under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Option 6 - CRA neither established in the EEA nor certified under the EU CRA Regulation and relevant rating is not endorsed under the EU CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA and is not certified under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. (*Amend as appropriate if there are other interests*)]

[*(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.)*]

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

Reasons for the offer:	[General Corporate Purposes]/[Eligible Green Projects]/[•]

		(*See "Use of Proceeds" wording in the Base Prospectus – if reasons for the offer are different from General Corporate Purposes or Eligible Green Projects, will need to include those reasons here.*)
	Estimated net proceeds:	[•]
5.	**[*Fixed Rate Notes only* – YIELD**	
	Indication of yield:	[•] [*The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.*]
6.	**OPERATIONAL INFORMATION**	
	ISIN:	[•]
	Common Code:	[•]
	FISN:	[Not Applicable]/[[•], as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN.]
	CFI Code:	[Not Applicable]/[[•], as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN.]
	Any clearing system(s) other than Iberclear and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
	Delivery:	Delivery [against/free of] payment
	Names and addresses of additional Paying Agent(s) (if any):	[•]/[Not Applicable]
	Relevant Benchmark[s]:	[[*specify benchmark*] is provided by [*administrator legal name*]][*repeat as necessary*]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of Regulation (EU) 2016/1011]/[As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of Regulation (EU) 2016/1011]/ [As far as the Issuer is aware, as at the date hereof, [*name of administrator*] has applied for [endorsement/recognition] under the EU Benchmarks Regulation[, and is currently permitted to provide [*specify benchmark*]] /[Not Applicable]
	[Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as "no" at the

date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. DISTRIBUTION

(i) Method of Distribution:	[Syndicated/Non-syndicated]
(ii) If syndicated:	
(A) Names of Dealers:	[Not Applicable/*give names*]
(B) Stabilisation Manager(s), if any:	[Not Applicable/*give names*]
(iii) If non-syndicated, name of Dealer:	[Not Applicable/*give names*]
(iv) U.S. Selling Restrictions:	Reg S Compliance Category 2; TEFRA not applicable
(v) Prohibition of Sales to EEA Retail Investors:	[Applicable]/[Not Applicable] *(If the Notes clearly do not constitute "packaged" products or the Notes do not constitute "package products" but a key information document will be prepared, "Not Applicable" should be specified. If no key information document will be prepared and the Notes may constitute "packaged" products, "Applicable" should be specified.)*
(vi) Prohibition of Sales to UK Retail Investors:	[Applicable]/[Not Applicable] *(If the Notes clearly do not constitute "packaged" products to which the UK CCI regime applies, or the Notes do not constitute "package products" to which the UK CCI regime applies but a disclosure document will be prepared, "Not Applicable" should be specified. If no disclosure document will be prepared and the Notes may constitute "packaged" products to which the UK CCI regime applies, "Applicable" should be specified.)*
(vii) Additional Selling Restrictions:	[•]

GENERAL INFORMATION

(1) This Base Prospectus has been approved by the Central Bank as competent authority under the Prospectus Regulation. The Central Bank only approves this Base Prospectus as meeting the requirements imposed by the Prospectus Regulation for the purpose of giving information with regard to the issue of Notes issued under the Programme. The Central Bank has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of any Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in such Notes.

(2) The Issuer accepts responsibility for the information contained in this Base Prospectus and any applicable Final Terms. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

(3) Where information has been sourced from a third party in this Base Prospectus, including the independent appraisers which the Issuer uses to prepare a valuation of all assets that form part of its Property Portfolio, the Issuer confirms that this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

(4) Application has been made to Euronext Dublin for the Bearer Notes issued under the Programme to be admitted to the Official List and to be admitted to trading on Euronext Dublin's regulated market. The Programme also permits Book-entry Notes to be issued on the basis that they will be admitted to trading on AIAF.

(5) The Issuer has obtained all necessary consents, approvals and authorisations in Spain in connection with the update of the Programme. The establishment of the Programme was authorised by resolutions of the board of directors of the Issuer, dated 4 October 2016. The update of the Programme was authorised by resolutions of the Board of Directors of the Issuer dated 18 April 2024, and of the chief executive officer (*consejero delegado*) of the Issuer dated 9 September 2026.

(6) Since the date of the latest published consolidated financial statements of the Issuer incorporated by reference in this Base Prospectus, there has been no significant change in the financial position or financial performance of the Group and since the date of the latest consolidated audited financial statements of the Issuer incorporated by reference in this Base Prospectus, there has been no material adverse change in the prospects of the Issuer.

(7) There were no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the Issuer or the Group's financial position or profitability.

(8) The appropriate Common Code and the International Securities Identification Number (ISIN) in relation to the Notes of each Tranche will be specified in the relevant Final Terms.

(9) Each Bearer Note having a maturity of more than one year, Coupon and Talon 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 Internal Revenue Code".

(10) Bearer Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

(11) The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.

(12) The Common Code, any other relevant code and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

(13) The Legal Entity Identifier (LEI) code of the Issuer is 95980020140005007414.

(14) The Issuer's website is *www.colonial-sfl.com*. Unless specifically incorporated into this Base Prospectus, information contained on this website or any other website referred to in this Base Prospectus, does not form part of this base prospectus and has not been scrutinised or approved by the Central Bank.

(15) There are no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in any member of the Issuer's Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued.

(16) Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

(17) Notes may be issued at any price. The issue price of each Tranche of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes or the method of determining the price and the process for its disclosure will be set out in the applicable Final Terms. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche. The yield of each Tranche of Notes set out in the applicable Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

Deloitte Auditores, S.L. has audited the Issuer's audited consolidated annual accounts, prepared in accordance with IFRS-EU, as of and for the year ended 31 December 2025, and has issued an unqualified audit report. Deloitte Auditores, S.L. is located at Plaza de Pablo Ruiz Picasso 1, Torre Picasso, 28020, Madrid, Spain, and registered with the Official Registry of Accounting Auditors (ROAC) under number S0692 (*Registro Oficial de Auditores de Cuentas*). Deloitte Auditores, S.L. is a member of the *Instituto de Censores Jurados de Cuentas de España*.

PricewaterhouseCoopers Auditores, S.L. has audited the Issuer's audited consolidated annual accounts, prepared in accordance with IFRS-EU, as of and for the year ended 31 December 2024, and has issued an unqualified audit report. PricewaterhouseCoopers Auditores, S.L. is a member of the *Registro Oficial de Auditores de Cuentas* under number S0242.

(18) The Dealers have not separately verified the information contained in this Base Prospectus. To the fullest extent permitted by law, none of the Dealers or the Arranger makes any representation, express or implied, or accepts any responsibility for the contents of this Base Prospectus (including the information contained in this Base Prospectus), the accuracy or completeness of any of the information in this Base Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

(19) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with and may perform services to the Issuer and/or its affiliates in the ordinary course of business and/or for companies involved directly or indirectly in the sector in which the Issuer and/or its affiliates operate, and for which such Dealers have received or may receive customary fees, commissions, reimbursement of expenses and indemnification. The Dealers and

their affiliates have received, or may in the future receive, customary fees and commissions for these types of transactions. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers and their 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 any of its affiliates. The Dealers and/or their affiliates may receive allocations of the Notes (subject to customary closing conditions), which could affect future trading of the Notes. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers 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.

(20) Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to Notes issued under the Programme and is not itself seeking admission of Notes issued under Programme to the Official List of Euronext Dublin or to trading on the regulated market of Euronext Dublin for the purposes of the Prospectus Regulation.

(21) For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection on the Issuer's website at *https://www.colonial-sfl.com/en/debt-emtn-programs* or in the case of the documents listed at (ii) below, in physical form during usual business hours on any weekday (Saturdays and public holidays excepted) at the registered office of the Issuer:

(i) the Articles of Association of Colonial SFL;

(ii) the Agency Agreement and the Spanish Agency Agreement;

(iii) the Deed of Covenant and the Book-entry Deed of Covenant;

(iv) the documents listed under "*Documents Incorporated by Reference*";

(v) this Base Prospectus and any supplement to it; and

(vi) each Final Terms (save that Final Terms relating to Notes which are neither admitted to trading on an EU MiFID Regulated Market nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Notes and such holder must produce evidence satisfactory to the Issuer as to its holding of such Note and identity).

The information referred to in paragraph (iv) is also available on the Issuer's website (see "*Documents Incorporated by Reference*"). The information referred to in item (vi) will also be available, in the case of Final Terms in respect of Book-entry Notes listed on the AIAF, on the website of the CNMV (*www.cnmv.es*) and, in the case of Final Terms in respect of Bearer Notes listed on Euronext Dublin, on the website of Euronext Dublin (*https://live.euronext.com*). This Base Prospectus and any supplement to this Base Prospectus will also be available, in electronic format, on the website of Euronext Dublin (*https://live.euronext.com*).

CERTAIN TERMS AND CONVENTIONS

As used in this Base Prospectus:

"**2026 Interim Consolidated Directors' Report**" refers to the Issuer's interim consolidated management or Directors' report for the six-month period ended 30 June 2026 in connection with the Issuer's unaudited condensed consolidated interim financial statements for the six-month period ended 30 June 2026;

"**2025 Interim Consolidated Directors' Report**" refers to the Issuer's interim consolidated management or Directors' report for the six-month period ended 30 June 2025 in connection with the Issuer's unaudited condensed consolidated interim financial statements for the six-month period ended 30 June 2025;

"**2025 Consolidated Management Report**" refers to the Issuer's consolidated management or Directors' report for the year ended 31 December 2025 in connection with the Issuer's audited consolidated financial statements for the year ended 31 December 2025;

"**Analytical Rental Income**" is calculated as the sum of "Revenue" plus "Flexible business income" minus "Personnel expenses and Other operating expenses associated with the flexible business of own and third-party centres";

"**Arranger**" refers to BNP PARIBAS;

"**BD**" refers to Business District;

"**Central Bank**" refers to the Central Bank of Ireland;

"**Conditions**" means, in relation to the Bearer Notes, the conditions set forth in "*Terms and Conditions of the Bearer Notes*" and, in relation to the Book-entry Notes, the conditions set forth in "*Terms and Conditions of the Book-entry Notes*";

"**Dealers**" refers to the Permanent Dealers and all persons appointed as dealers in respect of one or more Tranches;

"**EEA**" refers to the European Economic Area;

"**EPRA**" refers to the European Public Real Estate Association;

"**EPRA Occupancy**" refers to the economic occupancy calculated according to EPRA recommendations (occupied surface areas multiplied by the market rental prices divided by surfaces in operation at market rental prices);

"**EPRA NTA**" refers to the net asset value of our Issuer's equity adjusting specific items following EPRA recommendations;

"**Gross Financial Debt**" is calculated as the sum of the total bank borrowings plus bonds and similar securities issued (excluding interest and debt arrangement expenses));

"**IFRS EU**" refers to the International Financial Reporting Standards, as adopted by the European Union;

"**Loan to Value**" is calculated as the result of dividing "Net financial debt" by the sum of the "Market Valuation including transaction costs of the Group's asset portfolio" plus "Colonial SFL's treasury shares valued at EPRA NTA";

"**Permanent Dealers**" refers to BNP PARIBAS, CaixaBank, S.A., Crédit Agricole Corporate and Investment Bank, Intesa Sanpaolo S.p.A., Natixis and Société Générale and such additional persons that are appointed as dealers in respect of the whole Programme;

"**Property Portfolio**" refers to the Issuer's consolidated portfolio of properties;

"**RICS**" refers to the Royal Institute of Chartered Surveyors; and

"**VAT**" refers to value added tax.

REGISTERED/HEAD OFFICE OF THE ISSUER

Colonial SFL, SOCIMI, S.A.
Paseo de la Castellana, 52
Madrid
Spain

ARRANGER

BNP PARIBAS
16, boulevard des Italiens
75009 Paris
France

DEALERS

BNP PARIBAS
16, boulevard des Italiens
75009 Paris
France

CaixaBank, S.A.
Calle del Pintor Sorolla, 2-4
46002 Valencia
Spain

Crédit Agricole Corporate and Investment Bank
12, Place des États-Unis
CS 70052
92547 Montrouge Cedex
France

Intesa Sanpaolo S.p.A.
Divisione IMI Corporate & Investment Banking
Via Manzoni 4
20121 Milan
Italy

Natixis
7 promenade Germaine Sablon
75013 Paris
France

Société Générale
29 boulevard Haussmann
75009 Paris
France

FISCAL AGENT

Deutsche Bank AG, London Branch
21 Moorfields
London EC2Y 9DB
United Kingdom

SPANISH PAYING AGENT

CaixaBank, S.A.
Calle del Pintor Sorolla, 2-4
46002 Valencia
Spain

LISTING AGENT

Arthur Cox Listing Services Limited
Ten Earlsfort Terrace
Dublin 2
Ireland

LEGAL ADVISERS

To the Issuer
as to English and Spanish tax law

Freshfields PartG mbB
Torre Europa
Paseo de la Castellana, 95
28046 Madrid
Spain

To the Issuer
as to Spanish law

Ramón y Cajal Abogados, S.L.P.
Calle de Almagro, 16-18
28010 Madrid
Spain

To the Dealers
as to English and Spanish law

Clifford Chance, S.L.P.
Paseo de la Castellana, 110
28046 Madrid
Spain

ISSUER'S AUDITORS

For the year ended 31 December 2024

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

For the year ended 31 December 2025

Deloitte Auditores, S.L.
Plaza de Pablo Ruiz Picasso 1
Torre Picasso
28020 Madrid
Spain