

## BASE PROSPECTUS



## ABERTIS INFRAESTRUCTURAS, S.A.

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

**€7,000,000,000**

### **Euro Medium Term Note Programme**

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This Base Prospectus has been approved by the Central Bank of Ireland (the "CBI"), which is the competent authority for the purposes of Directive 2003/71/EC, as amended or superseded (the "**Prospectus Directive**") and relevant implementing measures in the Republic of Ireland, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in the Republic of Ireland for the purpose of giving information with regard to the issue of notes ("**Notes**") issued under the Euro Medium Term Note Programme (the "**Programme**") described in this Base Prospectus during the period of twelve months after the date hereof. Applications have been made for such Notes to be admitted during the period of twelve months after the date hereof to listing on the official list (the "**Official List**") and to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**"). The regulated market of Euronext Dublin is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**"). Such approval relates only to the Notes which are to be admitted to trading on a regulated market for the purposes of MiFID II and/or which are to be offered to the public in any member state of the European Economic Area. The Programme also permits Notes to be issued on the basis that they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

**A security 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 ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the relevant Notes as an investment in the light of their own circumstances and financial condition. It is the responsibility of prospective purchasers to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in the Notes and are not relying on the advice of the Issuer or any Dealer in that regard. Prospective investors should consider carefully the risks set forth herein under "Risk Factors" prior to making investment decisions with respect to the Notes.**

**The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") and Notes in bearer form ("Bearer Notes") are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or (in the case of Bearer Notes) delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation under the Securities Act ("Regulation S")).**

### **Arrangers and Dealers**

**BNP PARIBAS**

**J.P. MORGAN**

6 March 2019

## IMPORTANT NOTICES

Abertis Infraestructuras, S.A. (the "**Issuer**" or "**Company**" and together with its consolidated subsidiaries, the "**Group**") accepts responsibility for the information contained in this Base Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Each Tranche (as defined herein) of Notes, for which a prospectus is required in connection with the issue of such Notes in accordance with the Prospectus Directive, will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Conditions**") as completed by a document specific to such Tranche called final terms (the "**Final Terms**") or as supplemented, amended and/or replaced in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**"). Each Tranche of Notes, for which no prospectus is required in connection with the issue of such Notes in accordance with the Prospectus Directive ("**Exempt Notes**"), will be issued on the terms set out in the Conditions, as supplemented, amended and/or replaced by a document specific to such Tranche called a pricing supplement (the "**Pricing Supplement**"). Any reference to the Final Terms shall be read and construed as a reference to a Drawdown Prospectus or a Pricing Supplement (as applicable) unless the context requires otherwise. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus or a Pricing Supplement (as applicable), each reference in this Base Prospectus to (i) 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 or a Pricing Supplement (as applicable) and (ii) terms as completed by the relevant Final Terms shall be read and construed as a reference to such terms being supplemented, amended and/or replaced by the relevant Drawdown Prospectus or Pricing Supplement, unless the context requires otherwise.

This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

The Issuer has confirmed to the Dealers named under "*Subscription and Sale*" below that this Base Prospectus contains all information which is (in the context of the Programme and the issue, offering and sale of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme and the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

Neither the Dealers nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see "*Information Incorporated by Reference*").

In the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

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 Securities Act (as amended) (the "**Securities Act**") and Bearer Notes are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or (in the case of Bearer Notes) delivered within the United States or to, or for the account or benefit of U.S. persons (as defined in Regulation S).

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 or the Dealers 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.

### **Programme limit**

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not 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. The maximum aggregate principal 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 as defined under "*Subscription and Sale*".

### **Product Governance under MiFID II**

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

The Final Terms or Drawdown Prospectus, as the case may be in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) will include a legend entitled "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 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.

**IMPORTANT – EEA RETAIL INVESTORS** If the Final Terms 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 MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**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 PRIIPs Regulation.

**Benchmark Regulation** – Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**Benchmark 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 ("**ESMA**") pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the Benchmark 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.

### ***Certain definitions***

In this Base Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**U.S.\$**", "**U.S. dollars**" or "**dollars**" are to United States

dollars, references to "EUR" , "€" or "euro" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended and references to "Sterling" or "£" are to the currency of the United Kingdom.

## **Ratings**

Tranches of Notes issued under the Programme will be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) assigned to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be (1) issued by a credit rating agency established in the EEA and registered under the Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"), or (2) issued by a credit rating agency which is not established in the EEA but will be endorsed by a CRA which is established in the EEA and registered under the CRA Regulation or (3) issued by a credit rating agency which is not established in the EEA but which is certified under the CRA Regulation will be disclosed in the Final Terms. 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 CRA Regulation unless (1) the rating is provided by a credit rating agency operating in the EEA before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused, or (2) 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 CRA Regulation or (3) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation.

## ***Language***

The language of the 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.

## **Stabilisation**

**In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the relevant 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, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.**

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## **RISK FACTORS**

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

*The Issuer believes that each of the following risk factors, many of which are beyond the control of the Group or are difficult to predict, may materially affect its financial position and its ability to fulfil its obligations under Notes issued under the Programme. The Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, there may be other factors that a prospective investor should consider that are relevant to its own particular circumstances or generally.*

*Risk factors that are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

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

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

*Words and expressions defined in "Terms and Conditions of the Notes" shall have the same meanings in this section.*

### **Risks relating to the Group's business and the markets in which it operates**

#### ***The Group is exposed to risks relating to the volume of traffic using its roads***

For the year ended 31 December 2018, toll net receipts comprised 94 per cent. of the Group's revenues. If the Group is unable to maintain an adequate level of vehicle traffic on its toll roads, the Group's toll receipts and profitability will suffer. The toll receipts collected by the Group depend on the level of tariffs and the volume of traffic using its toll roads. Such receipts are also directly linked to toll rate increases and customers' reactions to higher tolls. Even if the Group increases the volume of traffic on its roads, it must also ensure that its road portfolio has the capacity to absorb traffic and avoid congestion or consumers will look for alternative routes.

Traffic volumes and toll receipts depend on a number of factors, including:

- the quality, convenience and travel time on toll-free roads or toll roads that are managed by the Group's competitors;
- the quality, safety and state of repair of the Group's toll roads;
- the wider economic climate (see "*—The Group's business could be adversely affected by the deterioration of global economic conditions*") and fuel prices;
- environmental legislation (including measures to restrict motor vehicle use in order to reduce air pollution); and
- the popularity and existence of alternative means of transportation, including air transport and public transport such as trains and buses.

In addition, competition from alternative transport routes could affect the volume of traffic on the toll roads operated by the Group. In certain cases, the creation of new roads which create an alternative transport route to a toll road may give a member of the Group the right to receive compensation, restoring the economic balance of its concessions. However, the impact of an increase in the number and attractiveness of alternative routes could outweigh any potential

compensation. If the Group is unable to maintain an adequate level of traffic on its roads, this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group does not have discretion to increase the tariffs on its toll roads***

In addition to the volume of traffic on its toll roads, the income generated from the Group's toll roads depends on its tariff rates and the tariff structure is usually fixed from the outset under each individual concession agreement. In the majority of cases, the Group has limited or no ability to independently raise tariffs beyond certain limits, normally the rate of inflation. During the life of a concession, the relevant government authority may also unilaterally impose additional restrictions on the tariff rates and refuse to compensate the Group for any losses that might result from such changes to the concession agreement. Whilst the Group may try to renegotiate the terms of a concession agreement, the Group cannot guarantee that any such negotiation will be successful and can give no assurance that the toll rate the Group is authorised to charge will guarantee an adequate level of profitability.

The Group has substantial indebtedness (see "*The Group's business could be adversely affected by its level of indebtedness*"), much of which is related to costs incurred as a result of operating and expansion activity. The Group seeks to cover money spent on its investments principally from its toll road receipts. If the assumptions underlying the Group's financial models prove to be incorrect and the revenues generated are not sufficient to cover its costs, the Group may be unable to increase tariffs due to inflexible concession terms or reduce its costs to remain profitable, which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***Toll road concessions have a limited duration and the Group may not be able to extend or replace its concession agreements***

There can be no guarantee that the Group's concession agreements will be renewed or extended and when a concession agreement ends the Group must, at its own expense, return the infrastructure to the competent governmental authority or owner, in an adequate state of repair, together with any assets and facilities required for operation.

In addition, under the laws of certain countries in which the Group operates, certain governments may unilaterally terminate or repurchase concessions in the public interest, subject to judicial supervision. If a governmental authority exercises its option to terminate or repurchase any of the Group's concessions, in general it will receive the compensation provided by law or contract to cover its anticipated profits for the remaining duration of the concession agreement. However, there can be no assurances that any compensation would be sufficient to make up for the loss of the concession. In extreme cases a sovereign government could take action contrary to the Group's rights under the relevant concession agreement, for example by unilaterally terminating, changing the terms of or even expropriating the concessions. The Group carries out a large part of its operations in developed countries where the risk that the sovereign government will take actions of such nature tends to be low, but the Group also has operations in emerging markets such as Brazil, Chile and Argentina and cannot give any assurance that governments (in an emerging market or otherwise) will not legislate, impose regulations or change applicable laws or act contrary to the law in a way that would materially adversely affect its business. Each concession agreement has different provisions regarding the compensation to be provided if the concession is terminated before the end of its term, whether such termination be with or without cause. If it is unable to negotiate and receive adequate compensation for terminated or repurchased concessions, the Group's revenues in the future may be reduced.

If the Group's concession agreements come to an end because it has been unable to extend the duration of its concessions or for any other reason and the Group is unable to replace any concessions that have expired or terminated with new concessions on equally favourable terms, this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group operates in a regulated industry and, in particular, environmental laws could increase the Group's costs***

The Group must comply with both specific toll road sector regulations (including in relation to road safety), as well as applicable environmental regulations established by local, regional, national and European Union ("EU") bodies which regulate the Group's activities. The technical requirements imposed by environmental regulations are gradually becoming more costly, complex and stringent. These laws may impose strict liability in the event of damage to natural resources or threats to public safety and health. Strict liability may mean that the Group is held liable for environmental damage regardless of whether it has acted negligently, or that it owes fines whether or not damage exists or is proven. The relevant authorities may impose fines or sanctions or may revoke and refuse to grant authorisations and permits because of a breach by the Group of applicable regulations.

The entry into force of new laws, the imposition of new or more stringent requirements or a stricter application of existing regulations may increase the Group's costs or impose new responsibilities, leading to lower earnings and liquidity available for its activities. Breaching any of these regulations could result in reputational damage, which, in addition to the impact of any regulatory changes, could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***Legal risks related to licensing and approvals***

In order to be able to carry out specific projects, the Group may have to obtain approvals, licences, certificates and other permits from the competent authorities in specific project phases. There can be no assurances that the Group will be able to obtain the relevant approvals at all, or on a timely basis, or that it will be able to fulfil the requirements for such approvals in all cases. This could lead to delays, which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group's operations may contaminate the environment***

The main environmental impacts caused by the Group's operations relate to the processing of waste produced in connection with the development and operation of toll roads, including hazardous and non-hazardous waste. In particular this relates to construction and demolition waste, sludge from biological treatment plants, wet sludge and land contaminated with diesel fuel, among others. The disposal of such waste may cause delays and increase the cost of projects, and may cause environmental damage, particularly where such waste is untreated.

The Group could be held liable for deterioration, damage, encumbrance or other hazardous causes originating from its operations, which could have a material adverse effect on the

Group's business, financial condition, results of operations and prospects.

***The Group operates in a competitive industry***

The Group, in its ordinary course of business, competes in tender processes against various groups and companies that may have more experience or local awareness than the Group does. Furthermore, these groups and companies may have greater resources than the Group, whether material, technical or financial, or may demand lower returns on investment and be able to present better technical or economic bids compared to it. The Group may have to invest heavily to keep up to speed with market trends or risk that its toll roads become obsolete or be perceived to be less safe than those of its competitors.

Given this high level of competition, the Group may be unable to secure contracts for new concessions or to extend its current concession agreements. If the Group is unable to obtain contracts for new concessions in order to sustain a revenue stream in line with the current ones, or if future concessions are only awarded under less favourable terms than the concessions the Group currently has, this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

In addition, the Group may also be subject to competition from other forms of transport, improvements of existing road networks, construction of new road or motorway connections or competition from toll-free networks.

***The Group participates in competitive tender processes that may require regulatory authorisation procedures that can generate significant expense with no assurance of success***

The Group constantly seeks to identify additional attractive concessions to continue to grow. The Group incurs certain third-party costs, including in connection with financing, valuations and professional services associated with the sourcing and analysis of suitable concessions. Once a suitable target has been identified, the Group is granted many of its concessions on the basis of a competitive process and it is difficult to predict whether the Group will be awarded new contracts due to multiple factors such as qualifications, experience, reputation, technology, customer relationships, financial strength, and the ability to fulfil the contract in a timely, safe, and cost-efficient manner. The Group may invest significant resources in a project or tender bid without winning the contract, incurring costs as well as losing growth opportunities. In addition, the Group may also need to obtain or renew various regulatory permits or authorisations. Authorisation procedures for activities with a large environmental footprint are even more challenging as they are often entail in-depth studies and public inquiries. The complexity of these procedures has tended to increase over the years, which has increased costs and in some cases has even led the Group to abandon certain potential projects. Lost growth opportunities and the associated costs described above could have an adverse impact on the Group's business, financial condition, results of operations and prospects.



***The Group's failure to accurately estimate risks, the availability and cost of resources and time and future revenues when bidding on concessions could adversely affect its profitability***

Under its concession agreements, the Group's profits will be reduced to the extent that it has underestimated its costs and been unable to prevent cost overruns. Cost overruns may even lead to the Group incurring losses on projects. Factors such as the availability and cost of materials, equipment and labour, wage inflation, unexpected project modifications, local weather conditions, unanticipated technical or geological problems including issues with regard to design or engineering of projects, changes in local laws or delays in regulatory approvals and the cost of capital maintenance or replacement of assets are highly variable, and the Group's actual costs in remedying or addressing any issues may deviate substantially from originally estimated amounts and may therefore result in a lower profit to the Group. It may also be that the Group has overestimated the volume of traffic that it expects to use any given toll road. These estimates can be particularly difficult to make and may turn out to be inaccurate, particularly with respect to long-term and complex projects. If the Group fails to identify key risks or overestimates future revenues or underestimates costs when bidding for a concession, there may be a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group's business is subject to risks related to its international operations***

The Group has ramped up its international expansion in recent years and it plans to continue the geographical expansion of its businesses into new countries and markets that it believes will contribute to the Group's future performance. In the year ended 31 December 2018, 72.8 per cent. of the Group's revenue was generated outside of Spain, primarily in France, Brazil, Chile and Italy (74.1 per cent. in the year ended 31 December 2017), with 29.6 per cent. of the Group's revenue being generated outside of Europe (31.3 per cent. in the year ended 31 December 2017). The revenues and market values of companies within the Group are exposed to risks inherent to the countries where they operate. The operations in some of the countries where the Group is present (including the Group's operations in emerging markets) may be exposed to risks related to investments and business, such as:

- fluctuations in local economic growth;
- changes in inflation rates;
- devaluation, depreciation or excessive valuation of local currencies;
- foreign exchange controls or restrictions on profit repatriation;
- changes in interest rates;
- changes in economic and tax policies;
- instances of fraud, bribery or corruption;
- social conflicts; and
- political and macroeconomic instability.

The Group cannot guarantee that it will not be subject to material adverse developments with respect to its international operations or that any insurance coverage it has will compensate it for any losses arising from such risks. International expansion is not always successful and has inherent risks and costs. Any investments in foreign or domestic companies may result in increased complexity of the operations of the Group and the need to obtain tax and legal advice in each jurisdiction. The process of integration may require additional investments and expenses. Difficulties or failure in the assimilation or integration of the operations, services, corporate culture, quality standards, policies and procedures, failure to achieve expected synergies, and adverse operating issues that are not discovered prior to acquiring the relevant concession, as well as insufficient indemnification from the selling parties for legal liabilities incurred by the acquired companies prior to the acquisitions and the incurrence of significant indebtedness, could all make international expansion less successful. Furthermore, the Group may have difficulty hiring experts or qualified executives or employees willing or able to work in the countries in which it wishes to expand. The Group is exposed to these risks in all of its foreign operations to some degree, and such exposure could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group may suffer losses in excess of insurance proceeds, if any, or from uninsurable events***

Accidents may occur at the Group's projects, for example a motorway bridge could collapse, which may severely disrupt the operations and damage the reputation of the Group. The Group's toll roads and other assets may suffer physical damage resulting in losses (including loss of revenue) which may not be compensated for by insurance, either fully or at all. In addition, there are certain types of losses, generally of a catastrophic nature, that may be uninsurable or are not economically insurable. The insurance policy may also not cover lost income, reinstatement costs, increased expenses, reputational damage or other liabilities. Moreover, there can be no assurance that if the Group's current insurance cover is cancelled or not renewed replacement cover will be available on commercially reasonable terms or at all.

The Group may not have, or may cease to have, insurance cover if the loss is not covered under, or is excluded from, an insurance policy including if applicable coverage limits are surpassed or if the relevant insurer successfully avails itself of defences available to it, such as breach of disclosure duties, breach of policy condition or misrepresentation. Any material uninsured losses may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group is exposed to operating risks***

In the context of its activity as operator of toll roads, the Group may be subject to exceptional events including natural disasters (such as landslides or earthquakes) and climate conditions (such as snow, freezing rain or floods), multiple-vehicle accidents, criminal acts or other external factors (such as requisitions by the government, road haulage or employees strikes, demonstrations at toll collection points or computer viruses). Each of these events or incidents could result in a temporary disruption of traffic, loss of a critical item of equipment, a loss of a concession or license, part of the Group's network ceasing to be operational or liability claims being made against the Group's network, all leading to a temporary decrease in toll revenues or generating significant additional costs required to maintain or to restore the Group's network to working order.

Further, the Group must keep pace with technological advances, notably in the area of toll collection such as electronic toll collection systems. Failure in this respect may result in a decrease of traffic volumes, a slower decline of toll collection costs or an increase in toll collection costs, which in turn may limit growth of the Group's results of operations. Furthermore, due to continued technological innovation in toll collection systems, the Group may be subject to an increasing cost base for the management of its activities.

Lastly, the Group operates a number of free-flow (or open-road) toll systems which allow authorities to collect tolls through subsequent electronic payment by customers. The Group is exposed to the risk that some customers do not successfully make electronic payment following the use of the toll roads.

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

***The Group is exposed to risks connected with failing to meet infrastructure development objectives***

The ability of the Group to develop its infrastructure and to implement its projects is subject to many unforeseeable events linked to operational, economic and regulatory factors which are outside its control. The Group acts as project manager for the construction work carried out on the network under concession and is exposed to construction risks on the projects carried out by external contractors, especially if such defects are discovered after the expiry of sub-contractors' warranties. In addition, the Group is unable to guarantee that all the relevant authorisations and permits will be granted or issued within the expected timeframe and that, once granted or issued, these will not be revoked.

The Group cannot guarantee that any planned projects will be started, completed or lead to the expected benefits in terms of returns and cannot rule out any such development projects requiring greater investments or longer timeframes than those originally planned. The occurrence of any such challenges could lead to significant delays, increases in investment costs, and, potentially, legal proceedings, which may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The public may refuse to pay increased tolls and public pressure may cause the relevant government authority to challenge the Group's tariffs***

If the Group's toll roads are viewed as expensive, motorists might avoid them or refuse to pay the tariffs, which would result in lower traffic volumes and reduced toll revenues. In addition, adverse general public opinion may result in pressure to restrict the Group's tariff increases. If public pressure or government action forces the Group to restrict its

tariff increases or even reduce its tariffs and the Group does not receive adequate compensation under the relevant concession agreement, this could have an adverse impact on the Group's business, financial condition, results of operations and prospects.

***During their initial years of operation, the Group's concessions may generate little or no cash***

The development and operation of infrastructure concession assets is a capital-intensive business. Newer assets are typically highly leveraged to optimise the capital structure with the objective of maximising shareholder return. As a result of the high rate of leverage, during the initial years of a concession, the costs of financing often consume a large proportion of a concession's available cash flows, leaving little or no cash available for distribution. As a result, it is unlikely that any cash generated from the Group's newer or future concessions will be available to be used for the repayment of amounts due under the Notes. Furthermore, it is possible that the Group's cash flow projections for a concession will not be met, and that concession may therefore take longer than expected to generate a profit or may never do so, which could decrease the resources available to other Group companies to meet their financial obligations, including those under the Notes. Such a shortfall of cash may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group depends to a significant extent on public sector customers and projects***

The toll road industry depends to a significant extent on the continued availability of attractive levels of government incentives to attract private investments. Following the recent global economic crisis, the Group has noticed a sharp reduction in projects for the public sector, on which the Group's business is highly dependent. A further decrease in the spending on development and execution of public sector projects by governments and local authorities could adversely affect the Group's business, financial condition and results of operations. Global economic instability and difficult and recessionary economic conditions in certain countries in which the Group operates may result in the contraction of infrastructure spending and therefore in the delay or suspension of projects that are already underway or awarded, which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group is subject to litigation risks***

The Group is, and may in the future be, a party to judicial, arbitration and regulatory proceedings which arise in the ordinary course of business, including claims relating to compulsory land purchases required for toll road construction, claims relating to defects in construction projects performed or services rendered, claims for third party liability in connection with the use of the Group's assets or the actions of Group employees, employment-related claims, environmental claims and tax claims. For a summary of the material legal proceedings relating to the Group, see "*Information on the Group—Litigation and Arbitration*". An unfavourable outcome (including an out-of-court settlement) in one or more of such proceedings or in future proceedings could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group faces risks in connection with cybersecurity***

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

These risks are managed in accordance with the Group's internal policy, which takes measures to guarantee secure usage of information and communications systems and other cyber-assets, bolstering detection, prevention, defence and response capacities to counter cyberattacks. In order to further mitigate the cybersecurity risks, the Group currently has specific insurance protection against cyber risks under the terms allowed by the market, which may not be sufficient to cover all potential losses. Any material uninsured losses and reputational damage caused by any cybersecurity breaches may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***Risks related to technological changes***

The technologies used in the different sectors in which the Group operates are subject to fast and continued development. Increasingly complex technological solutions, which are continuously evolving, are used in these sectors. Should the Group be unable to react appropriately to the current and future technological developments in the sectors in which it carries out its activities, this could have material adverse effects on the business, the financial condition and the results of operations of the Group.

***The Group could be adversely affected by violations of anti-bribery and corruption laws***

Over the years an increasing number of anti-bribery and corruption laws and regulations have been approved worldwide and now apply in a significant number of countries and territories where the Group conducts its business. These laws and regulations are amended from time to time and their scope and reach may change. Such anti-bribery and corruption laws and regulations generally prohibit companies and their intermediaries from granting financial or other advantages to officials or others for the purpose of obtaining or retaining business. The Group operates in many parts of the world that have experienced governmental corruption to some degree and, in certain circumstances, compliance with anti-bribery and corruption laws may conflict with local customs and practices. In addition, some of the jurisdictions in which the Group operates or may in the future operate lack a developed legal system or may have failed to implement laws and regulations or enforce such laws and regulations, and consequently may have high levels of corruption. In this scenario, the Group's continued international expansion, development of joint venture relationships with local contractors and the use of local agents increases the Group's risk of being exposed to violations of such anti-bribery and corruption regulations by its local partners or agents.

If the Group, its employees, agents, partners, subcontractors or suppliers breach any such laws, the Group could suffer, in addition to reputational damage, from criminal or civil penalties or other sanctions, including fines, denial of export privileges, injunctions, asset seizures, debarment from government contracts, termination of existing contracts, revocations or restrictions of licenses, criminal fines or imprisonment of key personnel, any of which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group is dependent on the performance of third party contractors when developing or expanding toll roads and may suffer delays or fail to achieve expected results***

In circumstances where the Group seeks to create value by undertaking the development, extension or expansion of a concession's toll roads, it will typically be dependent on the performance of third party contractors who undertake the management or execution of such development, extension or expansion on behalf of the Group. The risks of development, extension or expansion include, but are not limited to:

- failure by such third party contractors in performing their contractual obligations;
- insolvency of such third party contractors;
- the inability of the third party contractors to retain key members of staff;
- cost deviations in relation to the services provided by the third party contractors;
- delays in the roads being available for use;
- poor quality execution;
- fraud or misconduct by an officer, employee or agent of a third party contractor;
- diversion of resources and attention of the Group's management from operations and opportunities to win new concessions;
- disputes between the Group and third party contractors, which may increase the Group's costs and require the time and attention of the Group's management; and
- liability of the Group for the actions of the third party contractors.

If the Group's third party contractors fail to successfully perform the services for which they have been engaged, either as a result of their own fault or negligence, or due to the Group's failure to properly supervise any such contractors, the Group's ability to complete works on schedule and within forecasted costs to the requisite levels of quality could be adversely impacted and this could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group's joint venture and partnership operations could be adversely affected by its reliance on its partners' financial condition and performance***

Some of the Group's activities are conducted through joint ventures and partnerships, where the Group has less than a 100 per cent. interest in a particular entity that operates a concession with the remaining ownership interest being

held by one or more third parties. The management and control of such a concession or entity may entail risks associated with multiple owners and decision makers, including the risks that:

- investment partners become insolvent or bankrupt, or fail to fund their share of any costs which might be incurred, resulting in the Group having to pay the investment partner's share or bear the risk of losing the particular concession;
- investment partners have economic or other interests that are inconsistent with the Group's interests and are in a position to take or influence actions contrary to the Group's interests and plans, which may create impasses on decisions and affect the Group's ability to implement its strategies and/or dispose of the concession or entity;
- disputes develop between the Group and investment partners, resulting in the Group incurring litigation or arbitration costs and distracting the Group's management from its other tasks;
- investment partners do not have enough liquid assets to make cash advances that may be required in order to fund operations, maintenance and other expenses related to the particular toll road, which could result in the loss of current or prospective customers and may otherwise adversely affect the operation and maintenance of the road;
- an investment partner breaches the terms of a concession agreement, which may cause a default under such agreement and result in liability for the Group;
- the Group may, in certain circumstances, be liable for the actions of investment partners;
- where the Group has a minority stake, it must negotiate suitable arrangements with each of its proposed investment partners, which may prove to be time-consuming and could restrict the Group's ability to act quickly or unilaterally; and
- a default by an investment partner constitutes a default under the financing documents relating to the particular concession, which could result in acceleration of the relevant debt.

For example, the concessions operated by concession companies in Brazil, such as Autovías, Centrovías, Intervías, Via Paulista, Fernão Dias, Fluminense, Régis Bittencourt, Litoral Sul and Planalto Sul may be affected by the above-mentioned risks.

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

***The Group is reliant on the performance and the expertise of its management team***

The ability of the Group to achieve its objectives is significantly dependent upon the expertise and operating skills of its management team. The departure for any reason of a member of senior management could have an adverse impact on the ability to implement the Group's strategy. If a member of the management team were to leave or be unable to continue in his or her role for any reason, there can be no guarantee that the Group would be able to find and attract other individuals with similar levels of expertise and experience. In addition, the Group is dependent on senior management's ability to identify, attract and retain suitably skilled and experienced staff for the Group's operations. The departure of any member of the management team without timely and adequate replacement of such person(s) by the Company, or the inability of the management team to identify, attract and retain suitably skilled and experienced staff may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The interests of the Group's shareholders may be inconsistent with the interests of holders of Notes***

Following a voluntary takeover offer by Hochtief AG ("**Hochtief**") in May 2018 (see "*Information on the Group—History*"), the Group's parent company, Abertis Holdco, S.A., has three new shareholders: Atlantia S.p.A. ("**Atlantia**") holds a 50 per cent. stake plus one share, ACS Actividades de Construcción y Servicios, S.A. ("**ACS**") holds a 30 per cent. stake and its subsidiary Hochtief has a 20 per cent. stake minus one share. A new significant shareholder of the Company would have a significant influence over the strategy of the Company. There can be no assurance that a new significant shareholder will exercise such influence in a manner which is consistent with the Company's existing strategy. In particular, Atlantia, ACS and Hochtief on 23 March 2018 have entered into a shareholder agreement (which was subsequently amended on 23 October 2018) whose terms would affect the management, financial policy

and operation of the Company. The shareholder agreement contains terms relating to the payment of dividends by the Company, including the payment of an extraordinary dividend to its holding company (see "*The Company is considering the assumption of the debt obligations of Abertis Holdco which would result in the increase of the indebtedness of the Group*") and a 3-year dividend policy applicable for the fiscal years 2018 to 2020, envisaging the distribution of an annual dividend of an average of €875 million per annum, on the assumption that this amount is compatible with a senior unsecured credit rating of at least BBB from Standard & Poor's for the Notes issued by the Company (see "*Information on the Group—History—Acquisition by Atlantia, ACS and Hochtief*"). The principal terms of the originally signed shareholder agreement were disclosed to the CNMV and made public as part of Hochtief's voluntary takeover offer for the Company. The Company is not party to such shareholder agreement and such agreement may be subject to changes or termination in the future.

In addition, the interests of the Group's shareholders may, in certain circumstances, conflict with interests of holders of Notes. The Group's shareholders have, and will continue to have, directly or indirectly, the power, among other things, to affect its legal and capital structure and its day-to-day operations, and to approve any other changes to its operations. For example, the Group's shareholders could direct the Group to incur additional indebtedness, to sell certain material assets or make dividend distributions. The interests of the Group's shareholders could conflict with interests of holders of Notes, particularly if the Group encounters financial difficulties or is unable to pay its debts when due. The Group's shareholders could also have an interest in pursuing acquisitions, divestitures, financings, dividend distributions or other transactions that, in their judgement, could enhance their equity investments although such transactions might involve risks to the holders of Notes. In addition, the Group's shareholders may own businesses that compete directly with the Group's business. Any of the situations described above could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

### **The Group is subject to financial risks**

#### ***The Group's business could be adversely affected by its level of indebtedness***

As at 31 December 2018, the Group had approximately €13,275 million of net debt and €15,367 million of net debt as at 31 December 2017, which represented 46.3 per cent. of the Group's consolidated balance sheet, as at such date. Details of the Group's material financing can be found in Note 16 of the audited consolidated financial statements of the Issuer in respect of the year ended 31 December 2018.

As part of the refinancing strategy relating to the acquisition by Atlantia, ACS, Hochtief (see "*Information on the Group—History—Acquisition by Atlantia, ACS and Hochtief*"), during 2018, the Company entered into a number of bilateral credit facilities with an aggregate principal amount of €15 million and, on 10 January 2019, the Company entered into two further bilateral credit facilities with an aggregate principal amount of €250 million (see "*Information on the Group—Material Contracts*").

The Group's leverage could increase the Group's vulnerability to a downturn in its business or economic and industry conditions and have significant adverse consequences, including but not limited to:

- limiting the Group's ability to obtain additional financing to fund future working capital, capital expenditures, investment plans, strategic acquisitions, business opportunities and other corporate requirements;
- requiring the dedication of a substantial portion of the Group's cash flow from operations to the payment of principal of, and interest on, the Group's indebtedness, which would make such cash flow unavailable to fund the Group's operations, capital expenditures, investment plans, business opportunities and other corporate requirements; and
- limiting the Group's flexibility in planning for, or reacting to, changes in the Group's business, the competitive environment and the industry.

Any of these or other consequences or events could have a material adverse effect on the Group's ability to satisfy its debt obligations, including its obligations under the Notes, its business, financial condition, results of operations and prospects.

In the year ended 31 December 2018, the Group's net debt decreased by €2,092 million from the year before, mainly due to the cash generated by the sale of 34% of Cellnex in the total amount of €1,703 million, compensating the impact of acquisitions of minority interests in Italy, India and Hispasat, the payment of dividends, as well as other operating and expansion investments made during that period. The Group may incur additional indebtedness in the future, including in relation to its international expansion, which could mature prior to the Notes or could be senior, if secured, to Notes issued under the Programme. The terms and conditions of the Notes place certain limitations on the incurrence

of additional secured and unsecured indebtedness of the Group (as further described in Condition 5 (*Negative Pledge*). The incurrence of additional indebtedness would increase the aforementioned leverage-related risks.

***The Company is considering the assumption of the debt obligations of Abertis Holdco which would result in the increase of the indebtedness of the Group***

98.7 per cent. of the Company's share capital is held by Abertis Participaciones, S.A.U. ("**Abertis Participaciones**"), a wholly owned subsidiary of Abertis Holdco, S.A. ("**Abertis Holdco**"), which in turn has three shareholders: Atlantia, ACS and Hochtief. On 19 February 2019, the Company's board of directors agreed to propose at the general shareholders meeting, to be held on 19 March 2019, the distribution of an extraordinary dividend of €9,963 million to its shareholders (€9,834 million to Abertis Holdco (as the sole shareholder of Abertis Participaciones) and €129 million to minority shareholders) (the "**Extraordinary Dividend**") following, and whose payment is conditional upon, the absorption of Abertis Participaciones by the Company (see "*Information on the Group—History—Acquisition by Atlantia, ACS and Hochtief*"). The Extraordinary Dividend will be payable within fifteen (15) days of the registration of the absorption in the Mercantile Registry of Madrid. In lieu of the full payment in cash of the €9,834 million Extraordinary Dividend, the Company will assume the obligations of Abertis Holdco's, and become the sole obligor, under (i) a facilities agreement entered into on 23 October 2018 (the "**Signing Date**") for a principal amount of €9,950 million, with €9,791 million carrying amount as at 31 December 2018, (the "**New Facilities Agreement**") and (ii) a 5-year term loan entered into on 27 December 2018 for a principal amount of €970 million, the total proceeds of which have been used to repay part of the principal amount of the New Facilities Agreement as further described below, (the "**Holdco Term Loan**"). In the event that the outstanding value of Abertis Holdco's aforementioned debt obligations is lower than the portion of the Extraordinary Dividend payable to Abertis Holdco, a cash payment equal to the difference will also be paid from the Company to Abertis Holdco. In addition, the remaining portion of such Extraordinary Dividend (representing €129 million) will be paid in cash to minority shareholders (the holders of 1.3 per cent. of the Company's share capital that will not be held by Abertis Holdco following the absorption of Abertis Participaciones by the Company).

Abertis Holdco entered into the New Facilities Agreement for the purpose of partially financing the acquisition of the Company's shares (see "*Information on the Group—History—Acquisition by Atlantia, ACS and Hochtief*").

The financing under the New Facilities Agreement is unsecured and consists of (i) a €2,200 million bridge loan facility (of which €2,074 million has been drawn down as of 31 December 2018) and a €4,750 million bridge loan facility, in each case, with a termination date of 18 months and 15 business days after the Signing Date and a single scheduled repayment of the principal amount outstanding on the termination date; and (ii) a €3,000 million term loan facility with a termination date of five years after the Signing Date, which is repaid by instalments on fixed repayments dates. The proceeds of the Holdco Term Loan were used to repay part of the €4,750 million bridge loan facility.

The proceeds of the Holdco Term Loan were used on 3 January 2019 to partially repay the €4,750 million bridge loan facility of the New Facilities Agreement. For the purposes of the repayment of the bridge loan facilities, the Company has also entered into a number of bilateral credit facilities with an aggregate principal amount of €1,065 million (see "*Information on the Group—Material Contracts*"). The proceeds from the sale of the Company's shareholding in Cellnex (see "*Information on the Group—Sale of Cellnex*") and from the future sale of the Company's shareholding in Hispasat (see "*Information on the Group—Recent Developments—Sale of Hispasat*") shall be used for the full repayment of the €2,074 million principal amount drawn down under the €2,200 million bridge loan facility.

In the event that the Company's shareholders approve the payment of the Extraordinary Dividend and the assumption by the Company of Abertis Holdco's obligations as borrower under the New Facilities Agreement and the Holdco Term Loan, the Group's financial indebtedness will increase substantially and this will be reflected by way of an increase in gross debt (which as at 31 December 2018 was €16,012 million) by the carrying amount of the debt assumed (Abertis Holdco's obligations under the New Facilities Agreement as at 31 December 2018 amounted to €9,791 million and together with the Holdco Term Loan would reflect a 61 per cent. increase in gross debt). See "*The interests of the Group's shareholders may be inconsistent with the interests of holders of Notes*". In addition, the payment of the Extraordinary Dividend would decrease the Company's total net equity and this would be reflected in the next consolidated balance sheet of the Group (together with the effect of the Merger) by way of a decrease in the 'Reserves' line item (see "*Information on the Group—History—Acquisition by Atlantia, ACS and Hochtief*").

The incurrence of additional indebtedness would increase the aforementioned leverage-related risks. See "*The Group's business could be adversely affected by its level of indebtedness*".

***The Company is primarily a holding company that has limited revenue-generating operations of its own, and is dependent on receiving dividends from its operating subsidiaries to make payments on the Notes or meet its other obligations***

As at the date of this Base Prospectus, the Company is a holding company that conducts limited business operations of its own and has no significant assets other than the shares it holds in its direct subsidiaries. The Group's revenue-generating activities are carried out by the Company's operating subsidiaries.

Repayment of the Company's indebtedness, including under the Notes, is dependent on the ability of its subsidiaries to make such cash available to it, by dividend distributions, debt repayment, loans or otherwise. The Company's subsidiaries may not be able to, or may be restricted by the terms of their existing or future indebtedness, or by law, in their ability to make distributions or advance upstream loans to enable the Company to make payments in respect of its indebtedness, including the Notes. Each of the Company's subsidiaries is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit the Company's ability to obtain cash from its subsidiaries. In the event that the Company does not receive distributions or other payments from its subsidiaries, it may be unable to make required principal and interest payments on its indebtedness, including the Notes.

The Company does not expect to have other sources of funds, other than the distributions or other payments from its subsidiaries, which would allow it to make payments to holders of the Notes. All the existing and future liabilities of the Company's subsidiaries, including any claims of trade creditors, will be effectively senior to the Notes. Any of the situations described above could have a material adverse effect on the Company's ability to service its obligations under the Notes.

***The Group is exposed to risks associated with the management of its exposure to interest rate and foreign exchange rate risks***

As at 31 December 2018, 82 per cent. of the Group's indebtedness bore interest at a fixed rate or a rate fixed through hedges (79 per cent. as at 31 December 2017). An increase in the interest rates of the Group's indebtedness may reduce its ability to repay the Notes and its other indebtedness and to finance operations and future business opportunities. The financial management of the Group regularly reviews market conditions and from time to time may adjust the balance of interest rate exposure in its debt profile. However, there can be no assurance that this interest rate management policy will adequately protect the Group against the risk of increased interest rates, which could be particularly damaging for the Group due to its high level of net debt, plus any hedging arrangements expose the Group to credit risk in respect of the hedging counterparty. Interest rates are highly sensitive to many factors beyond the Group's control, including central banks' policies, international and country-specific economic and political conditions. The level of interest rates can fluctuate due to, among other things, inflationary pressures, disruption to financial markets or the availability of bank credit. Any increases in interest rates in the Eurozone and in other jurisdictions where the Group has floating rate debt will require the Group to use a greater proportion of its revenues to pay interest expenses.

In addition, in the year ended 31 December 2018, 30.5 per cent. of the Group's revenues were in currencies other than the euro (32.4 per cent. in the year ended 31 December 2017). Therefore, the Group is exposed to exchange rate risks that result from its international presence, primarily in South America, Puerto Rico and India, and in order to mitigate these risks the Group enters into foreign exchange derivatives to cover its significant future expected operations and cash flows. Any current or future hedging contracts or foreign exchange derivatives entered into by the Group may not adequately protect its operating results from the effects of exchange rate fluctuations. The Group is subject to the creditworthiness of, and in certain circumstances early termination of the hedging agreements by, hedge counterparties. There can be no assurance that future interest rate or exchange rate fluctuations will not have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group's financial indebtedness may be repayable prior to the date on which they are scheduled for repayment***

The Group needs to secure significant levels of financing to fund its operations. A number of the Group's current financing agreements contain standard covenants that, if breached, could have a material adverse effect on the Group's business, financial condition, results of operations and prospects. If certain extraordinary or unforeseen events occur, including a breach of financial covenants, the Group's borrowings and any hedging arrangements that it may have entered into may be repayable prior to the date on which they are scheduled for repayment or could otherwise become subject to early termination. If the Group is required to repay borrowings early it may be subject to prepayment penalties and if the cash flows from its operations and other capital resources (including borrowings under existing or future credit facilities) are insufficient to pay such obligations, the Group may be forced to:



- reduce or delay participation in certain activities, including research and development;
- sell certain non-core business assets;
- obtain additional debt or equity capital;
- restructure or refinance all or a portion of its debt, including the Notes, on or before maturity; or
- reduce the distribution of dividends.

***The Group may not be able to obtain further financing on satisfactory terms or at all***

The Group may need to refinance its existing debt and may find it difficult or costly to refinance indebtedness as it matures, particularly if interest rates are higher when the indebtedness is refinanced. There can be no guarantee that the Group will be able to obtain further financing on acceptable terms or at all, which could adversely affect the implementation of its business strategy. The Group's ability to secure financing depends on several factors, many of which are beyond its control, including general economic conditions, adverse effects in the debt or capital markets, the availability of funds from financial institutions and monetary policy in the markets in which it operates. The availability of financing and the terms thereof will also depend on the Group's and the lenders' estimate of the stability of the relevant concessions' expected cash flows and the expected evolution of the value of the concession.

In addition, there is an international consensus that, in order to determine credit quality, the ratings provided by rating agencies are to be taken into account. This leads to the risk that following a deterioration in the rating of the Company, especially below investment grade, all financed transactions would entail an increase in financial costs which could even lead to the inability to enter into transactions if the Group is unable to obtain financing.

If the Group is unable to obtain financing on commercially acceptable terms or at all, or delays are incurred in obtaining financing, this may impair the Group's ability to make investments and leverage its resources, which may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group is exposed to the credit risk of its counterparties***

The Group is exposed to credit risk insofar as its counterparties (such as customers, suppliers, financial institutions, partners and, in particular, public administrations) may default on their contractual payment obligations by failing to make payments on time or at all. Business activity which requires a prior investment in assets, such as toll roads, is especially sensitive to default risk because, in the event of default, such investment might not be recoverable.

***Risks associated with measuring intangible assets and goodwill***

The Group's balance sheet as at 31 December 2018 included intangible assets of €18,554 million (relating mainly to investments in transport infrastructure concession arrangements) from total assets of €28,643 million. The measurement of these investments in concession arrangements and, in particular, the assessment of their recoverable amount, involves a complex process that requires estimates to be made that include judgements and significant assumptions by the Group's management in the preparation of impairment tests, relating mainly to discount rates, macroeconomic variables, changes in traffic and tolls, future operating costs, and disbursements for future investments.

The Group's balance sheet as at 31 December 2018 included goodwill of €4,383 million (associated mainly with cash-generating units relating to concession arrangements). The Group's management conducts impairment tests to assess the recoverable amount of goodwill. To the extent that these assumptions and estimates were incorrect or the impairment tests were flawed, the Group's intangible assets and goodwill could be lower than the amounts stated in the Group's balance sheet as at 31 December 2018, which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

***The Group requires a significant amount of cash to service its debt, and its ability to generate sufficient cash depends on many factors beyond its control.***

The Group's ability to make payments on its debt and to fund working capital, capital expenditures and research and development, will depend on its future operating performance and ability to generate sufficient cash. This depends, to some extent, on general economic, financial, competitive, market, legislative, regulatory and other factors, many of which are beyond the Group's control, as well as the other factors discussed in these "Risk Factors".

No assurances can be given that the Group will generate sufficient cash flows from its operations or that future debt and equity financing will be available in an amount sufficient and on terms attractive enough to enable the Group to pay its debts when due, including the Notes, or to fund other liquidity needs.

In addition, the terms of the Group's debt, including the terms and conditions of the Notes, limit, and any future debt may limit, the ability of the Group to pursue any of these alternatives. Furthermore, the terms of certain of the Group's loan agreements contain restrictive covenants and no assurances can be given that these covenants will not constrain the Group's ability to raise additional financing in the future. Any problems with liquidity could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

#### **Risks relating to the economic environment of areas where the Group has operations**

##### ***The Group's business could be adversely affected by the deterioration of global economic conditions***

The Group's business performance is closely linked to the economic conditions in the countries, regions and cities in which it operates. Normally, robust economic growth in those areas where it is located results in greater demand for its toll roads, while slow economic growth or economic contraction adversely affects demand. Even in the absence of a market downturn, the Group is exposed to substantial risk stemming from volatility in areas such as consumer spending, business investment, government spending, capital markets conditions and price inflation, which affect the business and economic environment and, consequently, the size and profitability of the Group's business. Unfavourable economic conditions could lead to lower prices for toll road projects, reduced road travel and reduced demand for the services provided by the Group. Furthermore, any financial difficulties suffered by the Group's subcontractors or suppliers could increase its costs or cause delays in its projects.

The Group has operations in 15 different countries and is exposed to the political risks of the each of those countries. For instance, the growth of political ideology and changing priorities in Member States that could be contrary to the EU (where 70.4 per cent. of the Group's revenues in the year ended 31 December 2018 were generated) could affect the political and economic situation in the Eurozone and, as a result, have a material adverse effect on the Group's business, financial condition, results of operations and prospects. In addition, investor confidence may fall due to uncertainties arising from the results of recent elections, in particular those in Italy and Brazil, or other political events in the different countries in which the Group operates, which may ultimately result in changes in laws, regulations and policies.

Economic growth, globally and in the EU, has recovered since the financial crisis that began in 2008 but remains fragile and subject to constraints on private sector lending, concerns about future interest rate increases and continuing uncertainty about the future of the EU. Downside risks to the global economy are clear: an economic slowdown in China (exacerbated by the dispute between China and the United States which intensified with the imposition of tariffs on a large number of goods), tighter and more volatile global financial conditions and continued weakness in many emerging economies. In addition, political uncertainty and instability risks have been on the rise across many developed economies with inward-looking policies and protectionism possibly leading to increased pressures for policy reversals or failure to implement needed reforms. Furthermore, other factors or events may affect global economic conditions, such as a negative market reaction to interest rate increases by the U.S. Federal Reserve, heightened geopolitical tensions, war, acts of terrorism, natural disasters or other similar events outside the Group's control. Any deterioration of the economies of the countries in which the Group operates could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

##### ***The Group's business may be adversely affected by developments in European sovereign debt markets and by the exit from the Eurozone of one or more current Eurozone states***

Conditions in the economy generally in the Eurozone continue to show signs of fragility and volatility as at the date of this Base Prospectus, with political tensions in Europe being particularly heightened. In recent years, sovereign debt crises in various European countries have led to concerns about the ability of some EU member states, including Italy, where the Group has significant operations, to service their sovereign debt obligations. Such concerns have impacted financial markets and resulted in high and volatile bond yields on the sovereign debt of many EU nations, indicating a reassessment of the associated risks. Despite measures undertaken by the European Central Bank, concern has remained among investors that some countries in the Eurozone might default on their obligations, which has resulted in a general reduction in financing, greater volatility in the overall markets and acute difficulties in obtaining liquidity internationally. On more than one occasion, fear arose that the European Monetary Union might be dissolved, or that certain individual member states might revert to their pre-euro currencies. While the probability of country defaults has decreased since 2012, the possibility of a European sovereign default still exists, and with it the risk that the effect of any sovereign state default spreads by contagion to other EU economies. Should any Member State

default on its debt, or experience a significant widening of credit spreads, major financial institutions and banking systems throughout Europe could be adversely affected, with wider possible adverse consequences for global financial market conditions.

The United Kingdom's vote in favour of leaving the EU and subsequent invocation of Article 50 of the Treaty of Lisbon demonstrated that a nation's participation in the EU is reversible and has also given rise to calls for the governments of other EU member states to consider withdrawal. The effects of the UK's decision to leave the EU are still unknown and will depend on any agreements the UK makes to retain access to EU markets either during a transitional period or more permanently, as well as the timing of such negotiations and agreements. The UK's exit from the EU could adversely affect European or worldwide economic or market conditions and could contribute to instability in global financial and foreign exchange markets, including volatility in the value of the euro. If other Member States decide to leave the EU, whether following a sovereign debt default or otherwise, this could have a material adverse effect on the Group by, for example, impacting the cost and availability of credit and causing uncertainty and disruption in relation to financing. Concerns about independence movements within the EU, such as that continuing in Catalonia, could cause significant market dislocations and lead to adverse economic and operational impacts that are inherently difficult to predict or evaluate. Any of these factors could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

## **Risks relating to the Notes**

### ***The Notes may be redeemed prior to maturity***

Unless in the case of any particular Tranche of Notes the relevant Final Terms specifies otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any 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 and or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions. The Issuer will also redeem all outstanding Notes of the relevant Series if, by reason of any change in Spanish law, or any change in the official application of such law, becoming effective after the relevant Issue Date, it will become unlawful for the Issuer to perform or comply with one or more of its obligations under such Notes.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specifies that the Notes are redeemable at the Issuer's option or obligation in certain other circumstances, the Issuer may choose or may be obligated to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

### ***The Issuer may be unable to redeem the Notes as required upon a Material Asset Sale Put Event***

If the Issuer experiences a Material Asset Sale Put Event, the Issuer will be required to redeem any Notes in respect of which a Material Asset Sale Put Option is exercised at their principal amount outstanding plus accrued and unpaid interest, if any, up to such date of early redemption. However, the Issuer may be unable to do so because it may not have enough available funds, particularly since a Material Asset Sale Put Event could in certain circumstances cause part or all of the its other debt to become due and payable.

### ***As the Global Notes and Global Registered Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer***

Notes issued under the Programme may be represented by one or more Global Notes or Global Registered Notes. Such Global Notes and Global Registered Notes will be deposited with, or registered in the name of (in the case of a CGN or a Global Registered Note which is not intended to be held under the NSS structure), a common depository, or (in the case of an NGN or a Global Registered Note which is intended to be held under the NSS structure) a common safekeeper, for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Notes or Global Registered Notes, investors will not be entitled to receive Notes in definitive form. Euroclear and/or Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes or Global Registered Notes. While the Notes are represented by one or more Global Notes or Global Registered Notes, investors will be able to trade their beneficial interests only through Euroclear and/or Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes or Global Registered Notes, the Issuer will discharge its payment obligations under the Notes by making payments to or to the order of a common depositary or common safekeeper (as applicable) for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note or Global Registered Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or the Global Registered Notes.

Holders of beneficial interests in the Global Notes or the Global Registered Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and/or Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes or the Global Registered Notes will not have a direct right under the Global Notes or the Global Registered Notes to take enforcement action against the Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant.

***Risks related to Notes which are linked to "benchmarks"***

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a "benchmark". For example, on 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it intends to stop persuading or compelling banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. It is impossible to predict whether and to what extent banks will continue to provide LIBOR submissions to the administrator of LIBOR or whether any additional reforms to LIBOR may be enacted in the United Kingdom or elsewhere. At this time, no consensus exists as to what rate or rates may become accepted alternatives to LIBOR and it is impossible to predict the effect of any such alternatives on the value of LIBOR-based securities such as the Notes. Uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to LIBOR may adversely affect LIBOR rates during the term of the Notes and the return on the Notes and the trading market for LIBOR-based securities. The potential elimination of the LIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark, or a determination by an Independent Adviser or the Issuer that a successor rate is available, could require or result in an adjustment to the interest provisions of the Terms and Conditions (as further described in Condition 7(h) (*Benchmark replacement*)), or result in other consequences, in respect of any Notes linked to such benchmark (including, but not limited to, Floating Rate Notes whose interest rates are linked to LIBOR). Any such consequence could have a material adverse effect on the value of and return on any such Notes.

In particular, the Benchmark Regulation came into force on 1 January 2018. The Benchmark Regulation applies to "contributors", "administrators" and "users" of "benchmarks" in the EU, and, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised) and to comply with extensive requirements in relation to the administration of "benchmarks" (or, if non-EU-based, to be subject to equivalent requirements) and (ii) prevents certain uses by EU supervised entities of "benchmarks" of unauthorised administrators. The Benchmark Regulation could have a material impact on any Notes linked to LIBOR, EURIBOR or another "benchmark" rate or index, in particular, if the methodology or other terms of a "benchmark" are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing the volatility of the published rate or level of the benchmark.

In addition, any other international, national or other proposals for reform or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Such factors may 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 disappearance of certain "benchmarks".

Any of the above changes could have a material adverse effect on the value of, and return on, any Notes linked to a benchmark.

***None of the Issuer's subsidiaries will guarantee its obligations under the Notes, and the Notes will be structurally subordinated to all indebtedness of the Issuer's subsidiaries***

The Issuer's subsidiaries will have no obligation, contingent or otherwise, to pay amounts due under the Notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment.

The Notes will be structurally subordinated to all indebtedness and other obligations of any even if such obligations do not constitute senior indebtedness, such that, in the event of insolvency, liquidation, reorganisation, dissolution or other winding up of any subsidiary, all of such subsidiary's creditors (including trade creditors and preferred stockholders, if any) would be entitled to payment in full out of such subsidiary's assets before the Issuer would be entitled to any payment. As a result, the Notes are effectively subordinated to all liabilities of the Issuer's subsidiaries. As at 31 December 2018, the gross debt of the Group was €16,012 million (excluding borrowings from companies accounted for using the equity method, interest on loans and bonds and other liabilities), with €9,938 million of such gross debt being held by subsidiaries of the Issuer, without considering Abertis Infraestructuras Finance B.V. In addition, the Issuer's subsidiaries may be subject to restrictions on their ability to distribute cash to the Issuer as a result of law and, as a result, the Issuer may not be able to access its cash flows to service its debt obligations, including the Notes.

***Modification, waivers and substitution***

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

The Conditions also provide that the Issuer may, in the case of Floating Rate Notes, without the consent of the Noteholders, effect amendments necessary to give effect to any successor rate or alternative reference rate (as further described in Condition 7(h) (*Benchmark replacement*)).

Furthermore, the Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Coupons and the Talons, any company that is a Subsidiary or an affiliate of the Issuer (as further described in Condition 16 (*Substitution*)).

As a result of the above, actions may be taken with respect to a Series of Notes with which some holders of such Notes may not agree.

***Risks in Relation to Spanish Taxation***

Under Spanish Law 10/2014, of 26 June and Royal Decree 1065/2007, as amended by Royal Decree 1145/2011, income payments in respect of the Notes will be made without withholding tax in Spain, provided that the Issuer provides, pursuant to Spanish law, certain information at the relevant time in the Spanish language regarding the Notes to the Spanish tax authorities. The Issuer and the Fiscal Agent have arranged certain procedures to facilitate the collection of information concerning the Notes. The Issuer will withhold Spanish withholding tax from any payment in respect of any outstanding principal amount of the Notes (as applicable) as to which the required information has not been provided at the relevant time and will not gross up payments in respect of any such withholding tax. The Agency Agreement (as defined herein) provides that 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 or to reflect a change in applicable clearing system rules or procedures or to add procedures for one or more new clearing systems. See "*Taxation — The Kingdom of Spain*". None of the Issuer, the Arranger, the Dealers, the Fiscal Agent, Euroclear or Clearstream, Luxembourg assumes any responsibility therefor.

Royal Decree 1065/2007 as amended by Royal Decree 1145/2011, as amended, provides that any payment of interest made under securities originally registered in a non-Spanish clearing and settlement entity recognised by Spanish legislation or by the legislation of another Organisation for Economic Co-operation and Development (OECD) country will be made with no withholding or deduction from Spanish taxes provided that the relevant information about the Notes is received by the Issuer. In the opinion of the Issuer, payments in respect of the Notes will be made without deduction or withholding of taxes in Spain provided that the relevant information about the Notes is submitted by the Fiscal Agent to it, notwithstanding the information obligations of the Issuer under general provisions of Spanish tax legislation, by virtue of which identification of Spanish investors may be provided to the Spanish tax authorities.

Notwithstanding the above, in the case of Notes held by Spanish resident individuals (and, under certain circumstances, by Spanish entities subject to Corporate Income Tax) and deposited with a Spanish resident entity

acting as depositary or custodian, payments in respect of such Notes may be subject to withholding by such depositary or custodian at the current rate of 19 per cent.

If the Spanish tax authorities maintain a different opinion as to the application by the Issuer of withholding to payments made to Spanish residents (individuals and entities subject to Corporate Income Tax), the Issuer will be bound by that opinion and, with immediate effect, will make the appropriate withholding and the Issuer will not, as a result, pay additional amounts.

### ***Risks Relating to Spanish Insolvency Law***

Law 22/2003 (*Ley Concursal*) dated 9 July 2003 ("**Law 22/2003**" or the "**Spanish Insolvency Law**") provides, among other things, that: (i) any claim may become subordinated if it is not reported to the insolvency administrators (*administradores concursales*) within one month from the last official publication of the court order declaring the insolvency; (ii) provisions in a bilateral contract granting one party the right to terminate by reason only of the other's insolvency may not be enforceable; and (iii) accrual of interest (other than interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security) shall be suspended from the date of the declaration of insolvency and any amount of interest accrued up to such date (other than any interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security) shall become subordinated.

The Spanish Insolvency Law, in certain instances, also has the effect of modifying or impairing creditors' rights even if the creditor, either secured or unsecured, does not consent to the amendment. Secured and unsecured dissenting creditors may be written down not only once the insolvency has been declared by the judge as a result of the approval of a creditors' agreement (*convenio concursal*), but also as a result of an out-of-court restructuring agreement (*acuerdo de refinanciación pre-concursal*) without insolvency proceedings having been previously opened (e.g., refinancing agreements which satisfy certain requirements and are validated by the judge), in both scenarios (i) to the extent that certain qualified majorities are achieved and unless (ii) some exceptions in relation to the kind of claim or creditor apply (which would not be the case for the Notes).

The majorities legal regime envisaged for these purposes also hinges on (i) the type of the specific restructuring measure which is intended to be imposed (e.g., extensions, debt reductions, debt for equity swaps, etc.) as well as (ii) on the part of claims to be written-down (i.e. secured or unsecured, depending on the value of the collateral as calculated pursuant to the rules established in the Insolvency Law).

In no case shall subordinated creditors be entitled to vote upon a creditors' agreement during the insolvency proceedings, and accordingly, shall always be subject to the measures contained therein, if passed. Additionally, liabilities from those creditors considered specially related persons for the purpose of Article 93.2 of the Insolvency Law would not be taken into account for the purposes of calculating the majorities required for the out-of-court restructuring agreement (*acuerdo de refinanciación pre-concursal*).

As such, certain provisions of the Spanish Insolvency Law could affect the ranking of the Notes or claims relating to the Notes on an insolvency of the Issuer.

### ***Change of law***

Notes will be governed by English law (except in relation to Condition 4 (*Status*), which will be governed by Spanish law). No assurance can be given as to the impact of any possible judicial decision or change to English or Spanish law (as applicable) or administrative practice after the date of this Base Prospectus (and any supplement to it and/or relevant Final Terms for the relevant Notes).

### ***Minimum Specified Denomination and higher integral multiples***

In relation to any issue of Notes which have a denomination consisting of a minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such Specified Denomination. In such case a Holder who, as a result of trading such amount, holds a principal amount not an integral amount of such Specified Denomination may not receive a Note in definitive form corresponding to such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to an integral multiple of such Specified Denomination.

### ***Suitability***

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

### **Risks related to the Market generally**

#### ***The secondary market generally***

Notes may have no established trading market when issued, and one may never develop. 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 would generally have a more limited secondary market and more price volatility than conventional debt securities.

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 application has been made for the Notes issued under the Programme to be admitted to listing on the Official List and to trading on the regulated market of Euronext Dublin and for the purposes of the Prospectus Directive, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes and, therefore, any prospective purchaser should be prepared to hold the Notes until the maturity or final redemption of such Notes.

Illiquidity may have a material adverse effect on the market value of Notes.

#### ***Exchange rate risks and exchange controls***

The Issuer will pay principal and interest on the Notes in the Specified Currency. 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 or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

#### ***Interest rate risks***

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

#### ***Fixed/Floating Rate Notes***

"**Fixed/Floating Rate Notes**" are Notes that may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The conversion of the interest basis may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower return for investors. Where the Notes convert 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. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on other Notes.

#### ***Notes issued at a substantial discount or premium***

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

#### ***Credit ratings may not reflect all risks***

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market and additional factors discussed above that may affect the value of the Notes and as such should not be relied upon by investors when making an investment decision. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms.

#### ***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to legal 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) Notes are legal investments for it, (2) 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 Notes under any applicable risk-based capital or similar rules.



## OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the relevant Final Terms. This overview must be read as an introduction to this Base Prospectus. Any decision to invest in any Notes should be based on a consideration of this Base Prospectus as a whole, including the documents incorporated by reference, by any investor.*

*Words and expressions defined under the headings "Form of the Notes" or "Terms and Conditions of the Notes" below shall have the same meanings in this overview. The Issuer may agree with any Dealers that Notes may be issued in a form other than that contemplated in "Terms and Conditions of the Notes" herein, in which event, in the case of Notes (other than Exempt Notes) and if appropriate, a drawdown prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes. In the case of listed Exempt Notes only and if appropriate, a supplementary prospectus or drawdown prospectus will be published which will describe the effect of the agreement reached in relation to such change, or such additional terms will be set out in the applicable Pricing Supplement.*

<b>Issuer:</b>	Abertis Infraestructuras, S.A., incorporated as a limited liability company ( <i>sociedad anónima</i> ) in the Kingdom of Spain.
<b>Risk Factors:</b>	The principal risk factors that may affect the Issuer's ability to fulfil its obligations under the Notes are discussed under " <i>Risk Factors</i> " below.
<b>Arrangers and Dealers:</b>	BNP Paribas and J.P. Morgan Securities plc.
<b>Fiscal and Paying Agent:</b>	The Bank of New York Mellon, London Branch.
<b>Registrar and Transfer Agent:</b>	The Bank of New York Mellon SA/NV, Luxembourg Branch.
<b>Listing and Trading:</b>	<p>Application has been made to admit the Notes (other than Exempt Notes) to be issued under the Programme to the Official List and to trading on the regulated market of Euronext Dublin.</p> <p>In the case of Exempt Notes, the applicable Pricing Supplement will state where the relevant Notes will be listed and/or admitted to trading.</p>
<b>Clearing Systems:</b>	Euroclear Bank SA/NV (" <b>Euroclear</b> ") and/or Clearstream Banking S.A. (" <b>Clearstream, Luxembourg</b> ") and any other clearing system as may be specified in the relevant Pricing Supplement.
<b>Initial Programme Amount:</b>	Up to €7,000,000,000 (or its equivalent in any other currencies) aggregate principal amount outstanding at any time. The Issuer may increase the amount of the Programme.
<b>Issuance in Series:</b>	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series shall all be subject to identical terms, except that the issue date, the issue price and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will also be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.
<b>Forms of Notes:</b>	<p>The Notes will be issued in bearer or registered form.</p> <p>Bearer Notes will not be exchangeable for Registered Notes and Registered Notes will not be exchangeable for Bearer Notes. No single Series or Tranche may comprise both Bearer Notes and Registered Notes.</p> <p>Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms. Each Global Note which is not</p>

intended to be issued in new global note form (a "**Classic Global Note**" or "**CGN**"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each 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, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.

Each Tranche of Registered Notes will be represented by either:

- (i) Individual Note Certificates; or
- (ii) one or more Global Registered Notes

The Global Registered Note may be held under the New Safekeeping Structure, as specified in the relevant Final Terms, in which case it shall be and registered in the name of a nominee of one of Euroclear and/or Clearstream, Luxembourg acting as common safekeeper.

**Currencies:**

Notes may be denominated in any currency or currencies agreed between the Issuer and the relevant Dealer, subject to any applicable legal or regulatory restrictions.

**Status of the Notes:**

The Notes will constitute direct, general and unconditional obligations of the Issuer and in the event of insolvency (*concurso*) of the Issuer (unless they qualify as subordinated debts under Article 92 of Law 22/2003 of 9 July on Insolvency (*Ley 22/2003, de 9 de julio, Concursal*) (the "**Spanish Insolvency Law**") or equivalent legal provision which replaces it in the future and subject to any legal and statutory exceptions) will rank *pari passu* without any preference among themselves and with all other outstanding, unsecured and unsubordinated obligations of the Issuer, present and future.

**Issue Price:**

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par. The price and amount of the 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 the 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 or a combination thereof or in such other manner as may be specified in the relevant Pricing Supplement or Drawdown Prospectus and the method of calculating the interest may vary between the issue date and the maturity date of the relevant Series.

<b>Fixed Rate Notes:</b>	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).
<b>Floating Rate Notes:</b>	<p>Subject to Condition 7 (<i>Floating Rate Note Provisions</i>), Floating Rate Notes will bear interest at a rate determined:</p> <ul style="list-style-type: none"> <li>(a) 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 published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or</li> <li>(b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.</li> </ul> <p>The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.</p> <p>Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer(s).</p>
<b>Zero Coupon Notes:</b>	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
<b>Fixed/Floating Rate Notes:</b>	Fixed/Floating Rate Notes may bear interest at a rate that will automatically change from a fixed rate to a floating rate or from a floating rate to a fixed rate on the date set out in the relevant Final Terms.
<b>Maturities:</b>	The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities 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 Issuer or the relevant Specified Currency.
<b>Certain Restrictions:</b>	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see " <i>Subscription and Sale</i> ") including the following restrictions applicable at the date of this Base Prospectus.

#### **Notes having a maturity of less than one year**

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 FSMA by the Issuer.

**Redemption:**

The relevant Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default (as defined below)) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer(s).

Notes having a maturity of less than one year are subject to restrictions on their denomination and distribution, see "*Certain Restrictions – Notes having a maturity of less than one year*".

**Optional Redemption:**

Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders, to the extent (if at all) specified in the relevant Final Terms, as further described in the Conditions.

**Redemption on Change of Control or Material Asset Sale:**

Noteholders shall have the option, in the event of a Change of Control Put Event (where the relevant Final Terms so specify) and/or a Material Asset Sale Put Event (all as defined below), to require the Issuer to redeem or purchase the relevant Notes at par plus accrued interest, as further described in Conditions 10(f) (*Change of Control Put Option*) and 10(g) (*Material Asset Sale Put Option*).

**Clean-up Call Option:**

The relevant Final Terms will also specify whether the Issuer has a Clean-up Call Option. See Condition 10(i) (*Clean-up Call Option*).

**Tax Redemption:**

Except as described above, early redemption will only be permitted for tax reasons as described in Condition 10(b) (*Redemption for tax reasons*).

**Denominations:**

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) 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, see "*Certain Restrictions – Notes having a maturity of less than one year*", and save that the minimum denomination of each Note admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under the Prospectus Directive will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

No Notes may be issued under the Programme which (a) have a minimum denomination of less than €1,000 (or nearly equivalent in another currency), or (b) carry the right to acquire shares (or transferable securities equivalent to shares) issued by the Issuer or by any entity to whose group the Issuer belongs.

**Negative Pledge:**

The terms of the Notes will contain a negative pledge provision as further described in Condition 5 (*Negative Pledge*).

<b>Cross-Default:</b>	There will be a cross-default in respect of the Notes (as set out in Condition 14 ( <i>Events of Default</i> ))
<b>Taxation:</b>	All payments in respect of Notes will be made free and clear of withholding taxes of the Kingdom of Spain, unless the withholding is required by law. In that event, subject as provided in Condition 13 ( <i>Taxation</i> ) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no withholding been required.
<b>Information requirements under Spanish Tax Law:</b>	<p>Under Spanish Law 10/2014 and Royal Decree 1065/2007 as amended, the Issuer is required to provide the Spanish tax authorities with certain information relating to the Notes in a timely manner.</p> <p>If the Fiscal Agent fails to provide the Issuer with the required information described under "<i>Taxation—The Kingdom of Spain—Reporting obligation</i>", the Issuer may be required to withhold tax (as at the date of this Base Prospectus, at a rate of 19 per cent.).</p> <p>If this were to occur, affected Noteholders will receive a refund of the amount withheld, with no need for action on their part, if the Fiscal Agent submits the required information to the Issuer no later than the 10th calendar day of the month immediately following the relevant payment date. In addition, Noteholders may apply directly to the Spanish tax authorities for any refund to which they may be entitled. The Issuer will not pay additional amounts in respect of any such withholding tax.</p> <p>Investors should note that none of the Issuer, the Arrangers, the Dealers or the Clearing Systems accept any responsibility relating to the procedures established for the collection of information concerning the Notes.</p>
<b>Substitution:</b>	Subject to certain conditions, the Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Coupons and the Talons, any company that is a Subsidiary or an affiliate of the Issuer, as further described in Condition 16 ( <i>Substitution</i> ).
<b>Governing Law:</b>	The Notes (except in relation to Condition 4 ( <i>Status</i> ), which shall be governed by Spanish law), the Deed of Covenant, the Agency Agreement and the Dealer Agreement will be governed by English law.
<b>Enforcement of Notes in Global Form:</b>	In the case of Global Notes and Global Registered Notes, individual investors' rights against the Issuer will be governed by a Deed of Covenant date on or around 6 March 2019, a copy of which will be available for inspection at the specified office of the Fiscal Agent.
<b>Ratings:</b>	<p>Each Tranche of Notes may be rated or unrated.</p> <p>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 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 CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation.</p>

**Distribution:**

Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

**Selling Restrictions:**

For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material (including in the United States, the United Kingdom, the Kingdom of Spain and Japan), see "*Subscription and Sale* " below.

## INFORMATION INCORPORATED BY REFERENCE

1. the English-language translation of the audited consolidated financial statements of the Issuer (including the auditors' report thereon and notes thereto) and the consolidated directors' management report, but excluding the integrated annual report set out in Appendix I of the consolidated directors' management report, in respect of the year ended 31 December 2017 available for viewing on:

[https://www.abertis.com/media/annual\\_reports/2017/CCAA%202017\\_Consolidadas%20Abertis%20WEB\\_EN\\_Clean.pdf](https://www.abertis.com/media/annual_reports/2017/CCAA%202017_Consolidadas%20Abertis%20WEB_EN_Clean.pdf)

2. the English-language translation of the audited consolidated financial statements of the Issuer (including the auditors' report thereon and notes thereto) and the consolidated directors' management report, but excluding the integrated annual report set out in Appendix I of the consolidated directors' management report, in respect of the year ended 31 December 2018 available for viewing on:

[https://www.abertis.com/media/general\\_meetings/2019/CCAA%20Consolidadas%20Abertis%202018%20ENG%20web\\_qC8IV7A.pdf](https://www.abertis.com/media/general_meetings/2019/CCAA%20Consolidadas%20Abertis%202018%20ENG%20web_qC8IV7A.pdf)

The documents specified above have been filed with the Central Bank of Ireland. Copies of the documents specified above as containing information incorporated by reference in this Base Prospectus may be inspected, free of charge, at the registered office of the Issuer. Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

Any statement contained in a document incorporated in this Base Prospectus by reference shall be deemed to be modified or superseded for the purposes of this Base Prospectus to the extent that a statement contained in any subsequent document which is also incorporated in this Base Prospectus by reference or any supplement hereto, modifies or supersedes such a statement. Any statement so superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus. Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or otherwise covered elsewhere in the Prospectus.

## **FINAL TERMS, PRICING SUPPLEMENT AND DRAWDOWN PROSPECTUSES**

In this section the expression "necessary information" means, in relation to any Tranche of Notes, the information necessary to enable investors to make 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. 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, Pricing Supplement 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.

For a Tranche of Notes which is the subject of Pricing Supplement, that Pricing Supplement will, for the purposes of that Tranche only, amend, replace and/or 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 Pricing Supplement are the Conditions described in the relevant Pricing Supplement as amended, supplemented and/or replaced to the extent described in the relevant Pricing Supplement.

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.



## FORMS OF THE NOTES

### Bearer Notes

Each Tranche of Bearer Notes will initially be in the form of either a temporary global note in bearer form (the "**Temporary Global Note**"), without interest coupons, or a permanent global note in bearer form (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 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 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.

In the case of each Tranche of Bearer Notes, the relevant Final Terms will also specify whether U.S. Treasury Regulation §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for the purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) (the "**TEFRA C Rules**") or U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for the purposes of Section 4701 of the Code) (the "**TEFRA D Rules**") are applicable in relation to the Notes or, if the 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 Note*

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the 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 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 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 duly authenticated and, in the case of a NGN, effectuated, 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 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 Notes represented by the Permanent Global Note exceed the initial principal amount of 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 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).

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) 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 14 (*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 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 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 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 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 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 Notes.

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the 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 Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

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 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 Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the 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:

- (a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (b) if the relevant 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 14 (*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 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 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 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 Notes***

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

The terms and conditions applicable to any 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 Notes while in Global Form*" below.

### ***Legend concerning United States persons***

In the case of any Tranche of Bearer Notes where both the TEFRA D Rules are applicable and the Notes have a maturity of more than 365 days, the Notes in global form, the 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."*

### **Registered Notes**

Each Tranche of Registered Notes will be in the form of either individual Note Certificates in registered form ("**Individual Note Certificates**") or a global Note in registered form (a "**Global Registered Note**"), in each case as specified in the relevant Final Terms.

In a press release dated 22 October 2008, "*Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations*", the ECB announced that it has assessed the new holding structure and custody arrangements for registered notes which the ICSDs had designed in cooperation with market participants and that Notes to be held under the new structure (the "**New Safekeeping Structure**" or "**NSS**") would be 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**"), subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for Notes to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2010 and that registered debt securities in global registered form held issued through Euroclear and Clearstream, Luxembourg after 30 September 2010 will only be eligible as collateral in Eurosystem operations if the New Safekeeping Structure is used.

Each Global Registered Note will either be: (a) in the case of a Note which is not to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**"), registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common depositary and will be exchangeable in accordance with its terms; or (b) in the case of a Note to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg and will be exchangeable for Individual Note Certificates in accordance with its terms.

If the relevant Final Terms specifies the form of Notes as being "Individual Note Certificates", then the Notes will at all times be in the form of Individual Note Certificates issued to each Noteholder in respect of their respective holdings.

If the relevant Final Terms specifies the form of Notes as being "Global Registered Note exchangeable for Individual Note Certificates", then the Notes will initially be in the form of a Global Registered Note which will be exchangeable in whole, but not in part, for Individual Note Certificates:

- (a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (b) if the relevant Final Terms specifies "in the limited circumstances described in the Global Registered 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 14 (*Events of Default*) occurs.

Whenever the Global Registered Note is to be exchanged for Individual Note Certificates, the Issuer shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Note at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) Individual Note Certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth day after they are due to be issued and delivered in accordance with the terms of the Global Registered Note; or
- (b) any of the Notes represented by a Global Registered Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes 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 holder of the Global Registered Note in accordance with the terms of the Global Registered Note on the due date for payment,

then the Global Registered Note (including the obligation to deliver Individual Note Certificates) 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 holder of the Global Registered Note will have no further rights thereunder (but without prejudice to the rights which the holder of the Global Registered Note or others may have under the 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 Global Registered Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Global Registered Note became void, they had been the holders of Individual Note Certificates in an aggregate principal amount equal to the principal amount of 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 Notes***

The terms and conditions applicable to any Individual Note Certificate will be endorsed on that Individual Note Certificate and will consist of the terms and conditions set out under "Terms and Conditions of the Notes" below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Global Registered Note 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 Notes while in Global Form*" below.

## TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions which, as completed by the relevant Final Terms or supplemented, amended and/or replaced by the relevant Pricing Supplement or Drawdown Prospectus, will be endorsed on each Note in definitive form issued under the Programme. In the case of any Tranche of 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 3.2 of the Prospectus Directive) 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 relevant Pricing Supplement or Drawdown Prospectus in respect of any Tranche of Notes may supplement, amend or replace any information in this Base Prospectus.*

*The terms and conditions applicable to any 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 Notes while in Global Form" above.*

### 1. Introduction

- (a) *Programme:* Abertis Infraestructuras, S.A. (the "**Issuer**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to €7,000,000,000 in aggregate principal amount of notes (the "**Notes**").
- (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 complete these terms and conditions (the "**Conditions**") or a drawdown prospectus (the "**Drawdown Prospectus**") or a pricing supplement (the "**Pricing Supplement**") which amends, supplements and/or replaces these Conditions. The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms or, as the case may be, as supplemented, amended and/or replaced by the relevant Pricing Supplement or Drawdown Prospectus. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Agency Agreement:* The Notes are the subject of an issue and paying agency agreement dated 6 March 2019 (the "**Agency Agreement**") between the Issuer, The Bank of New York Mellon, 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), The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes), 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) and the transfer agents named therein (together with the Registrar, the "**Transfer Agents**", which expression includes any successor or additional transfer agents appointed from time to time in connection with the Notes). In these Conditions references to the "**Agents**" are to the Paying Agents and the Transfer Agents and any reference to an "**Agent**" is to any one of them
- (d) *Deed of Covenant:* The Notes may be issued in bearer form ("**Bearer Notes**"), or in registered form ("**Registered Notes**"). Registered Notes are constituted by a deed of covenant dated 6 March 2019 (the "**Deed of Covenant**") entered into by the Issuer.
- (e) *The Notes:* All subsequent references in these Conditions to "Notes" are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms or Pricing Supplements are available for viewing at and copies may be obtained from Paseo de la Castellana, 39, 28046 Madrid, Spain.
- (f) *Public Deed of Issuance:* If so required by Spanish law, the Issuer will execute a public deed (*escritura pública*) (the "**Public Deed**") before a Spanish Notary Public in relation to the Notes. The Public Deed will contain, among other information, the terms and conditions of the Notes.
- (g) *Summaries:* Certain provisions of these Conditions are summaries of the Agency Agreement and the Deed of Covenant and are subject to their detailed provisions. 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 and the Deed of Covenant applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Noteholders

during normal business hours at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out below.

## 2. **Interpretation**

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

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

**"acting in concert"**, for the purposes of Conditions 10(f) (*Change of Control Put Option*) and 10(g) (*Material Asset Sale Put Option*), means persons who, pursuant to an agreement or understanding (whether formal or informal) co-operate to obtain or consolidate control of a company or to frustrate the successful outcome of an offer for a company. A person and each of its affiliated persons will be deemed to be acting in concert with each other.

**"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;

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

**"Benchmark Event"** means:

- (a) the Reference Rate has ceased to be published on the Relevant Screen Page as a result of such Reference Rate ceasing to be calculated or administered; or
- (b) a public statement by the administrator of the relevant Reference Rate that it will cease publishing such Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Reference Rate);
- (c) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Reference Rate that means that such Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences; or
- (e) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, if applicable);

**"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; and
- (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;

**"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;

- (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;

**"Concession Agreements"** means each of the concession agreements entered into between the Spanish state or the French State or any other state and a member of the Group in relation to the concessions for the operation of certain motorways or any other type of infrastructure;

**"control"**, for the purposes of Conditions 10(f) (*Change of Control Put Option*) and 10(g) (*Material Asset Sale Put Option*), means where a person (or persons acting in concert) has direct or indirect control of the power to cast, or control the casting of, over 50 per cent. of the total voting rights conferred by all the issued shares in the capital of the entity in issue which are ordinarily exercisable at a general meeting.

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

**"DA Selected Bond"** means the selected government security or securities selected by the Determination Agent as having an actual or interpolated maturity comparable with the remaining term of the 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 Notes and of a comparable maturity to the remaining term of the Notes;

**"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 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 (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (iii) 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);
- (iv) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (vi) 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:

"**Y<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"**D<sub>2</sub>**" 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<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30";

- (vii) 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<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"**D<sub>2</sub>**" 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<sub>2</sub> will be 30; and

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<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" 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<sub>1</sub> will be 30; and

"**D<sub>2</sub>**" 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<sub>2</sub> 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;

"**Determination Agent**" means an investment bank or financial institution of international standing selected by the Issuer;

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

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor);

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

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

**"First Interest Payment Date"** means the date specified in the relevant Final Terms;

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

**"Gross Redemption Yield"** means, with respect to a security, the gross redemption yield on such security, expressed as a percentage and calculated by the Determination Agent on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields", page 5, Section One: Price/Yield Formulae "Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published on 8 June 1998 and updated on 15 January 2002 and 16 March 2005, and as further amended, updated, supplemented or replaced from time to time) or, if such formula does not reflect generally accepted market practice at the time of redemption, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Determination Agent;

**"Group"** means the Issuer and its consolidated Subsidiaries taken as a whole;

**"Guarantee"** means, in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness including (without limitation):

- (a) any obligation to purchase such Indebtedness;
- (b) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (c) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (d) any other agreement to be responsible for such Indebtedness;

**"Holder"**, in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Title to Registered Notes*);

**"Indebtedness"** means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (a) amounts raised by acceptance under any acceptance credit facility;
- (b) amounts raised under any note purchase facility;
- (c) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (d) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 60 days; and
- (e) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing but, for the avoidance of doubt, excluding any and all amounts classified as a borrowing under the International Financial Reporting Standards (as adopted by the European Union) relating to (i) the payment of royalties under Concession Agreements and (ii) rents due pursuant to operational leases;

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

**"Interest Commencement Date"** means the Issue Date of the 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 the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, 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;

**"ISDA Definitions"** means the 2006 ISDA Definitions (as amended and updated as at the date of issue 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.);

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

**"LIBOR"** means, in respect of any specified currency and any specified period, the interest rate benchmark known as the London interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic LIBOR rates can be obtained from the designated distributor);

**"Limited-recourse Borrowing"** means any Indebtedness where the recourse of the creditors thereof is limited to any or all of (a) the relevant project (or the concession or assets related thereto), (b) the share capital of, or other equity contribution to, the entity or entities developing, financing or otherwise directly involved in the relevant project; and (c) other credit support (including, without limitation, completion guarantees and contingent equity obligations) customarily provided in support of such indebtedness;

**"Make Whole Redemption Price"** has the meaning given in Condition 10(c) (*Redemption at the option of the Issuer*);

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

**"Material Subsidiary"** means any direct or indirect Subsidiary of the Issuer whose gross assets or gross revenues each exceed 20 per cent. of the Group's gross assets or gross revenues, respectively, as at the most recently published consolidated financial statements of the Group, where:

- (a) the numerator in the relevant calculation shall be determined by multiplying the gross assets owned or gross revenues generated by such Subsidiary (on a standalone basis without double counting) by the Issuer's, direct or indirect, ownership percentage of such company; and
- (b) the denominator in the relevant calculation shall be determined by aggregating the gross assets or gross revenues of all Subsidiaries of the Group (in each case as determined by multiplying the gross assets owned or gross revenues generated by such Subsidiary (on a standalone basis without double counting) by the Issuer's ownership percentage of such company)

, in each case as set forth in the most recently published consolidated financial statements of the Group;

**"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;

**"Non-Sterling Make Whole Redemption Amount"** has the meaning given in Condition 10(c) (*Redemption at the option of the Issuer*);

**"Noteholder"**, in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Title to Registered Notes*);

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

**"Optional Redemption Date"** has the meaning given in the Conditions hereto and 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 Reorganisation"** means any reorganisation carried out, without any consent of the Noteholders being required in respect thereof, in any one transaction or series of transactions, by any of the Issuer and/or one or more Material Subsidiaries (including, for the avoidance of doubt, any reorganisation involving the Issuer or a Material Subsidiary and a Shareholder or a Subsidiary of a Shareholder), by means of:

- (a) any merger, consolidation, amalgamation or de-merger (whether whole or partial) (including, for the avoidance of doubt, a Target Merger); or
- (b) any contribution in kind, conveyance, sale, assignment, transfer, lease of, or any kind of disposal of, all or substantially all, of its assets or its going concern; or
- (c) any purchase or exchange of its assets or its going concern, whether or not effected through a capital increase subscribed and paid up by means of a contribution in kind; or
- (d) any lease of its assets or its going concern; or
- (e) any sale, transfer, lease, exchange or disposal of the whole (in the case of a Material Subsidiary) or a part (in the case of the Issuer or a Material Subsidiary) of its business (whether in the form of property or assets, including any receivables, shares, interest or other equivalents or corporate stock held or otherwise owned directly or indirectly by the Issuer or any Material Subsidiary, as applicable) at a value that is confirmed by way of a resolution of the board of directors of the Issuer or the relevant Material Subsidiary, as applicable, to be made (or have been made) on arm's length terms,

**provided that**, in each case, following such sale, transfer lease, exchange or disposal, the Group shall carry on the whole or substantially the whole of the business of owning and operating infrastructure assets or businesses reasonably related thereto, incidental thereto or in furtherance thereto,

**provided, however, that** (i) in any such reorganisation affecting the Issuer, the Issuer shall maintain or any successor corporation or corporations shall assume (as the case may be) all the obligations under the relevant Notes, including the obligation to pay any additional amounts under Condition 13 (*Taxation*), and (ii) no Event of Default shall have occurred or if an Event of Default shall have occurred it shall (if capable of remedy) have been cured.

**"Permitted Security Interest"** means (i) any Security Interest in existence as at the relevant Issue Date to the extent that it secures Relevant Indebtedness of the Issuer or any Material Subsidiary outstanding on such date; (ii) any Security Interest upon the shares (or equity equivalent) the Issuer or any Material Subsidiary holds in, or its rights under a loan made to, a Project Entity for the benefit of the holders of the Relevant Indebtedness of such Project Entity; (iii) in the case of any entity which becomes a Subsidiary (or, for the avoidance of doubt, which is deemed to become a Material Subsidiary) of any member of the Group after the Issue Date of the Notes, any Security Interest securing Relevant Indebtedness existing over its assets at the time it becomes such a Subsidiary or Material Subsidiary, as applicable, provided that the Security Interest was not created in contemplation of or in connection with it becoming a Subsidiary or Material Subsidiary, as applicable, and the amounts secured have not been increased in contemplation of or in connection therewith; (iv) any Security Interest created in connection with convertible bonds or notes where the Security Interest is created over the assets into which the convertible bonds or notes may be converted and secures only the obligations of the Issuer or any Material Subsidiary, as the case may be, to effect the conversion of the bonds or notes into such assets; (v) any Security Interest securing Relevant Indebtedness created in substitution of any Security Interest permitted under paragraphs (i) to (iv) above over the same or substituted assets provided that (1) the principal amount secured by the substitute security does not exceed the principal amount outstanding and secured by the previous Security Interest and (2) in the case of substituted assets, the market value of the substituted assets as at the time of substitution does not exceed the market value of the assets replaced (as determined by an independent adviser of international repute appointed by the Issuer); and (vi) any Security Interest other than Security Interest permitted under paragraphs (i) to (v) above directly or indirectly securing Relevant Indebtedness, where the principal amount of such Relevant Indebtedness (taken on the date such Relevant Indebtedness is incurred) which is secured or is otherwise directly or indirectly preferred to other general unsecured financial indebtedness of the Issuer or any Material Subsidiary, as the case may be, does not exceed in aggregate 10 per cent. of the total net shareholders' equity of the Group (as disclosed in the most recent annual audited or half-year unaudited consolidated balance sheet of the Group);

**"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 Communities 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;

**"Project Entity"** means a company, corporation, partnership, joint venture, undertaking, association, organisation or trust whose principal business is constituted by the ownership, acquisition, development, operation or maintenance of an asset or a project;

**"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 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 Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

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

**"Rate of Interest"** means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

**"Rating Agency"** means S&P Global Ratings Europe Limited, Moody's Investors Service Limited and/or Fitch Ratings Limited and its successors and/or, any other rating agency of equivalent standing notified by the Issuer to the Noteholders in accordance with Condition 21 (*Notices*), in each case, solicited by (or with the consent of) the Issuer.

**"Redemption Amount"** means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Sterling Make Whole Redemption Amount, the Non-Sterling Make Whole Redemption Amount, 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"** has the meaning given in the relevant Final Terms;

**"Reference Banks"** has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

**"Reference Bond"** has the meaning given in the relevant Final Terms or, if not so specified or to the extent that such Reference Bond specified in the Final Terms is no longer outstanding on the relevant Reference Date, the DA Selected Bond;

**"Reference Bond Price"** means, with respect to any Reference Date, (i) 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 (ii) if fewer than five such Reference Government Bond Dealer Quotations are received, the arithmetic average of all such quotations;

**"Reference Bond Rate"** means, with respect to any Reference Date, 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 principal amount) equal to the Reference Bond Price for such Reference Date;

**"Reference Date"** has the meaning given in the relevant notice of redemption;

**"Reference Government Bond Dealer"** means each of five banks selected by the Issuer (following, where practicable, consultation with the Determination Agent, if applicable), or their affiliates, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues;

**"Reference Government Bond Dealer Quotations"** means, with respect to each Reference Government Bond Dealer and any Reference Date, the arithmetic average, as determined by the Determination Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its principal amount) at the Quotation Time on the Reference Date quoted in writing to the Determination Agent by such Reference Government Bond Dealer;

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

**"Reference Rate"** means EURIBOR or LIBOR 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 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 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 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 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 by any bond, note, debenture, certificate or other security which is for the time being, or is capable of being listed or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market) and which does not constitute Limited-recourse Borrowing;

"**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;

"**Requisite Number of Rating Agencies**" means (i) at least two Rating Agencies, if, at the time of the rating downgrade or withdrawal, three or more Rating Agencies have assigned a credit rating to the Notes or to the Issuer, or (ii) at least one Rating Agency if, at the time of the rating downgrade or withdrawal, fewer than three Rating Agencies have assigned a credit rating to the Notes or to the Issuer.

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

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

"**Shareholders**" means Atlantia S.p.A., ACS, Actividades de Construcción y Servicios, S.A. and Hochtief Aktiengesellschaft.

"**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;



**"Sterling Make Whole Redemption Amount"** has the meaning given in Condition 10(c) (*Redemption at the option of the Issuer*);

**"Subsidiary"** means, in relation to any Person (the **"first Person"**) at any particular time, any other Person (the **"second Person"**):

- (a) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

for the avoidance of doubt, entities controlled, directly or indirectly, by any of the Shareholders but not controlled, directly or indirectly, by the Issuer, are not Subsidiaries of the Issuer.

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

**"TARGET2"** means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

**"Target Merger"** means a merger of Abertis Participaciones, S.A. and Abertis Infraestructuras, S.A., with either Abertis Infraestructuras, S.A. or Abertis Participaciones, S.A. as the surviving entity.

**"TARGET Settlement Day"** means any day on which TARGET2 is open for the settlement of payments in euro;

**"Treaty"** means the Treaty of the Functioning of the European Union, as amended;

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

(b) *Interpretation:* In these Conditions:

- (i) if the 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 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 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 13 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 13 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being "outstanding" shall be construed in accordance with the Agency Agreement;
- (vii) if an expression is stated in Condition 2(a) (*Definitions*) 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 Notes;
- (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 Notes; and
- (ix) any reference to the Final Terms shall be deemed to be a reference to a Drawdown Prospectus or a Pricing Supplement (as the case may be and as the context may require).

3. **Form, Denomination, Title and Transfer**

- (a) *Bearer Notes:* Bearer Notes are 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, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination.
- (b) *Title to Bearer Notes:* Title to Bearer Notes and the Coupons will pass by delivery. In the case of Bearer Notes, "**Holder**" means the holder of such Bearer Note and "**Noteholder**" and "**Couponholder**" shall be construed accordingly.
- (c) *Registered Notes:* Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.
- (d) *Title to Registered Notes:* The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Note Certificate**") will be issued to each Holder of Registered Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, "**Holder**" means the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholder**" shall be construed accordingly.
- (e) *Ownership:* The Holder of any 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, in the case of Registered Notes, on the Note Certificate relating thereto (other than the endorsed form of transfer) 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 Note under the Contracts (Rights of Third Parties) Act 1999.
- (f) *Transfers of Registered Notes:* Subject to paragraphs (i) (*Closed periods*) and (j) (*Regulations concerning transfers and registration*) below, a Registered Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Registered Note may not be transferred unless the principal amount of Registered Notes transferred and (where not all of the Registered Notes held by a Holder are being transferred) the principal amount of the balance of Registered Notes not transferred are Specified Denominations. Where not all the Registered Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Registered Notes will be issued to the transferor.
- (g) *Registration and delivery of Note Certificates:* Within five business days of the surrender of a Note Certificate in accordance with paragraph (f) (*Transfers of Registered Notes*) above, the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Registered Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph, "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.
- (h) *No charge:* The transfer of a Registered Note will be effected without charge by or on behalf of the Issuer or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.
- (i) *Closed periods:* Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes.
- (j) *Regulations concerning transfers and registration:* All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the

Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status**

*Status of the Notes:* The Notes constitute direct, general and unconditional obligations of the Issuer and in the event of insolvency (*concurso*) of the Issuer (unless they qualify as subordinated debts under Article 92 of Law 22/2003 of 9 July on Insolvency (*Ley 22/2003, de 9 de julio, Concursal*) (the "**Spanish Insolvency Law**") or equivalent legal provision which replaces it in the future and subject to any legal and statutory exceptions) will rank *pari passu* without any preference among themselves and with all other outstanding, unsecured and unsubordinated obligations of the Issuer, present and future.

5. **Negative Pledge**

So long as any Notes, or any Coupons relating to them, remain outstanding:

- (a) the Issuer shall not create or permit to subsist any Security Interest (other than a Permitted Security Interest) upon the whole or any part of its present or future undertaking, assets or revenues to secure any Relevant Indebtedness or any Guarantee of Relevant Indebtedness of any person;
- (b) the Issuer shall procure that none of the Material Subsidiaries will create or permit to subsist any Security Interest (other than a Permitted Security Interest) upon the whole or any part of such Material Subsidiaries' present or future undertaking, assets or revenues to secure any Relevant Indebtedness or any Guarantee of Relevant Indebtedness of any person; and
- (c) neither the Issuer nor any Material Subsidiary shall give any Guarantee of any Relevant Indebtedness of any person (other than a Subsidiary of the Issuer),

in each case, without at the same time or prior thereto, securing or guaranteeing the Notes and Coupons equally and rateably therewith or providing such other security for the Notes as may be approved by the Noteholders.

6. **Fixed Rate Note Provisions**

- (a) *Application:* This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The 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 – Bearer Notes*). Each 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 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such 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).
- (c) *Fixed Coupon Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount or Broken Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount or Broken Amount in respect of the relevant Specified Denomination.
- (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 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.

- (e) *Notes accruing interest otherwise than a Fixed Coupon Amount:* This Condition 6(e) (shall apply to Notes which are Fixed Rate Notes only where the Final Terms for such Notes specify that the Interest Payment Dates are subject to adjustment in accordance with the Business Day Convention specified therein. The relevant amount of interest payable in respect of each Note for any Interest Period for such Notes shall be calculated by the Calculation Agent by multiplying the product of the Rate of Interest and the Calculation Amount by the relevant Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). The Calculation Agent shall cause the relevant amount of interest and the relevant Interest Payment Date to be notified to the Issuer, the Paying Agents, the Registrar (in the case of Registered Notes) and the Noteholders in accordance with Condition 21 (*Notices*) and, if the Notes are listed on a stock exchange and the rules of such exchange so requires, such exchange as soon as possible after their determination or calculation but in no event later than the fourth Business day thereafter or, if earlier in the case of notification to the stock exchange, the time required by the rules of the relevant stock exchange.

7. **Floating Rate Note Provisions**

- (a) *Application:* This Condition 7 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The 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 – Bearer Notes*). Each 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 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such 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).
- (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 Notes for each Interest Period will be 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 relevant 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 determine such rate or rates in accordance with the process specified in subparagraphs (iv) and (v) below as if such rate(s) were the Reference Rate;
  - (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, the Calculation Agent will:
    - (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, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, 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 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 Notes in respect of a preceding Interest Period (subject, where applicable, to substituting the relevant Margin, Maximum Rate of Interest and/or Minimum Rate of Interest that applied to such preceding Interest Period for the relevant Margin, Maximum Rate of Interest and/or Minimum Rate of Interest that is to be applied to the relevant Interest Period) or, alternatively, if there has not been a first Interest Payment Date, the rate of interest shall be the Rate of Interest for the initial Interest Period (as specified in the relevant Final Terms).

- (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 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) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms;
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on LIBOR for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms; and
- (iv) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant 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 based on the relevant Floating Rate Option, where:
  - (A) 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
  - (B) 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 determine such rate at such time and by reference to such sources as it determines appropriate.

- (e) *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.

- (f) *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 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 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.
- (g) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it 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 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 Note having the minimum Specified Denomination.
- (h) *Benchmark replacement:* Notwithstanding the provisions above in this Condition 7, if the Issuer (to the extent practicable, in consultation with the Calculation Agent) determines that a Benchmark Event has occurred, then the following provisions shall apply:
- (i) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner) no later than three Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the "**IA Determination Cut-off Date**") a Successor Rate or, alternatively, if there is no Successor Rate, an Alternative Reference Rate for purposes of determining the Interest Rate (or the relevant component part thereof) applicable to the Notes;
  - (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 an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if there is no Successor Rate, an Alternative Reference Rate;
  - (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be the Reference Rate for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 7(h)); **provided, however, that** if sub-paragraph (ii) above applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Determination Date, the Interest Rate applicable to the next succeeding Interest Period shall be equal to the Interest Rate last determined in relation to the Notes in respect of the preceding Interest Period (subject, where applicable, to substituting the Relevant Margin, Maximum Rate of Interest and/or Minimum Rate of Interest that applied to such preceding Interest Period for the Relevant Margin, Maximum Rate of Interest and/or Minimum Rate of Interest that is to be applied to the relevant Interest Period) or, alternatively, if there has not been a first Interest Payment Date, the rate of interest shall be the Rate of Interest for the initial Interest Period; for the avoidance of doubt, the proviso in this sub-paragraph (iii) 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 7(h);
  - (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Day, Interest Determination Date, and/or the definition of Reference Rate applicable to the Notes, and the method

for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate or the Alternative Reference Rate (as applicable). If the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread. For the avoidance of doubt, the Fiscal Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 7(h). Consent of the Holders of the relevant Notes shall not be required in connection with effecting the Successor Rate or Alternative Reference Rate (as applicable) or such other changes set out in this Condition 7(h), including for the execution of any documents or other steps by the Fiscal Agent (if required); and

- (v) the Issuer shall promptly, following the determination of any Successor Rate or Alternative Reference Rate (as applicable), give notice thereof to the Calculation Agent, the Fiscal Agent and the Holders, which shall specify the effective date(s) for such Successor Rate or Alternative Reference Rate (as applicable) and any consequential changes made to these Conditions,

For the purposes of this Condition 7(h):

**"Adjustment Spread"** means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

**"Alternative Reference Rate"** means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the relevant Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period, or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant Reference Rate;

**"Independent Adviser"** means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

**"Relevant Nominating Body"** means, in respect of a reference rate:

- (i) the central bank for the currency to which the reference rate relates, any central bank which is responsible for supervising the administrator of the reference rate, or any other relevant supervisory or regulatory authority or national legislative body of the country for the currency to which the reference rate relates; or

- (ii) any working group or committee sponsored by, chaired or co-chaired by, or constituted at the request of (a) the central bank for the currency to which the reference rate relates, (b) any central bank which is responsible for supervising the administrator of the reference rate, (c) any other relevant supervisory or regulatory authority or national legislative body of the country for the currency to which the reference rate relates, (d) a group of the aforementioned central banks or other authorities, or (e) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means the rate that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

- (i) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 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 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.

#### 8. **Zero Coupon Note Provisions**

- (a) *Application:* This Condition 8 (*Zero Coupon Note Provisions*) is applicable to the 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 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).

#### 9. **Fixed/Floating Rate Note Provisions**

Fixed/Floating Rate Notes may bear interest at a rate that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate on the due date set out in the Final Terms.

#### 10. **Redemption and Purchase**

- (a) *Scheduled redemption:* Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 11 (*Payments – Bearer Notes*).
- (b) *Redemption for tax reasons:* The Notes may be redeemed at the option of the Issuer in whole, but not in part:
  - (i) at any time (unless the Floating Rate Note Provisions are 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 13 (*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 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 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 Notes were then due; or
- (2) where the 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 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 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 Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (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 Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the applicable amount specified in the relevant Final Terms (together, if appropriate, with accrued interest to (but excluding) the relevant Optional Redemption Date (Call)) at one of:

- (i) the Optional Redemption Amount (Call); or
- (ii) the Make Whole Redemption Price.

The "**Make Whole Redemption Price**" will, in respect of Notes to be redeemed, be:

- (i) if "**Sterling Make Whole Redemption Amount**" is specified as being applicable in the relevant Final Terms an amount equal to the higher of (i) 100 per cent. of the principal amount of such Notes and (ii) the principal amount of such Notes multiplied by the price (expressed as a percentage), as reported in writing to the Issuer by the Determination Agent (if applicable), at which the Gross Redemption Yield on such Notes on the Reference Date is equal to the Gross Redemption Yield (as determined by reference to the middle market price) at the Quotation Time on the Reference Date of the Reference Bond, plus the Redemption Margin, as determined by the Determination Agent; or
- (ii) if "**Non-Sterling Make Whole Redemption Amount**" is specified in the relevant Final Terms an amount equal to the higher of (i) 100 per cent. of the principal amount of such Notes and (ii) the principal amount of such Notes multiplied by the price (expressed as a percentage), as reported in writing to the Issuer by the Determination Agent (if applicable), at which the yield to maturity on such Notes on the Reference Date is equal to the Reference Bond Rate at the Quotation Time on the Reference Date, plus the Redemption Margin, as determined by the Determination Agent.

(d) *Partial redemption:* If the Notes are to be redeemed in part only on any date in accordance with Condition 10(c) (*Redemption at the option of the Issuer*), in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal

Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 10(c) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed, and, in the case of Registered Notes, each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

- (e) *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 Note redeem such 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(e), the Holder of a 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 Note together with, in the case of Bearer Notes, 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 Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 10(e), may be withdrawn; **provided, however, that** if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such 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 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 Note is held by a Paying Agent in accordance with this Condition 10(e), the depositor of such Note and not such Paying Agent shall be deemed to be the Holder of such Note for all purposes.
- (f) *Change of Control Put Option:* If Change of Control Put Option is specified as applicable in the relevant Final Terms, if at any time while any Note remains outstanding, there occurs:
- (A) a Change of Control (as defined below), and, within the Change of Control Period, a Rating Downgrade in respect of that Change of Control occurs (such Change of Control and Rating Downgrade not having been cured prior to the expiry of the Change of Control Period), or
  - (B) a Change of Control (as defined below), and, on the occurrence of the Change of Control, the Issuer is not rated by any Rating Agency and a Negative Rating Event in respect of that Change of Control occurs,

(each, a "**Change of Control Put Event**"), each Noteholder will have the option (the "**Change of Control Put Option**") (unless, prior to the giving of the Change of Control Put Event Notice (as defined below), the Issuer gives notice to redeem the Notes under Condition 10(b) (*Redemption for tax reasons*), 10(c) (*Redemption at the option of the Issuer*) or 10(j) (*Illegality*)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Notes, on the Optional Redemption Date (as defined below) at the principal amount outstanding of such Notes together with (or where purchased, together with an amount equal to) interest accrued to, but excluding, the Optional Redemption Date.

For the purposes of this Condition 10(f):

A "**Change of Control**" shall be deemed to have occurred at each time that any person or persons acting in concert, in each case other than the Shareholders or any person or persons acting on behalf of the Shareholders, acquire(s) control directly or indirectly of the Issuer.

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control if (within the Change of Control Period) (A) the rating previously assigned to the Notes or to the Issuer by the Requisite Number of Rating Agencies is (x) withdrawn or (y) changed from an investment grade rating (BBB-/Baa3 or its equivalent for the time being, or better) to a non-investment grade rating (BB+/Ba1 or its equivalent for the time being, or worse) or (z) (if the rating previously assigned to the Notes or to the Issuer by such Rating Agency or Rating Agencies was below an investment grade rating (as described above)), lowered by at least

one full rating notch (for example, from BB+ to BB, or their respective equivalents) and (B) such rating is not within the Change of Control Period subsequently upgraded (in the case of a downgrade) or reinstated (in the case of a withdrawal) either to an investment grade credit rating (in the case of (x) and (y)) or to its earlier credit rating or better (in the case of (z)) by such Rating Agency or Rating Agencies, **provided that** each Rating Agency making the reduction in rating announces or publicly confirms or, having been so requested by the Issuer, informs the Issuer in writing that the lowering of the rating or the failure to assign an investment grade rating was the result of the applicable Change of Control. If on the Relevant Announcement Date the Issuer or the Notes carry a credit rating from more than one Rating Agency, at least one of which is an investment grade rating, then sub-paragraph (z) above will not apply.

A **"Negative Rating Event"** shall be deemed to have occurred (i) if the Issuer does not on or before the 90th calendar day after the start of the Change of Control Period seek, and thereafter use all reasonable endeavours to be assigned a rating to its long-term debt by one or more Rating Agencies or (ii) if it does so seek and use such endeavours, it has not at the expiry of the Change of Control Period and as a result of the relevant Change of Control, obtained an investment grade rating (BBB-/Baa3 or its equivalent for the time being, or better), **provided that** the relevant Rating Agency publicly confirms or, having been so requested by the Issuer, informs the Issuer in writing that the failure to assign an investment grade rating was the result, in whole or in part, of the applicable Change of Control.

**"Change of Control Period"** means the period beginning on the date (the **"Relevant Announcement Date"**) of the first public announcement by or on behalf the Issuer or any bidder or any designated advisor, of the relevant Change of Control, and ending 90 days after the Relevant Announcement Date (such 90th day, the **"Initial Longstop Date"**); **provided that**, unless any other Rating Agency has on or prior to the Initial Longstop Date effected a Rating Downgrade in respect of its rating of the Issuer or the Notes, if a Rating Agency publicly announces, at any time during the period commencing on the date which is 60 days prior to the Initial Longstop Date and ending on the Initial Longstop Date, that it has placed its rating of the Issuer or the Notes under consideration for rating review either entirely or partially as a result of the relevant public announcement of the Change of Control, the Change of Control Period shall be extended to the date which falls 60 days after the date of such public announcement by such Rating Agency.

Promptly upon the Issuer becoming aware that a Change of Control Put Event has occurred, the Issuer shall give notice (a **"Change of Control Put Event Notice"**) to the Noteholders in accordance with Condition 21 (*Notices*) specifying the nature of the Change of Control Put Event and the circumstances giving rise to it and the procedure for exercising the Change of Control Put Option contained in this Condition 10(f).

To exercise the Change of Control Put Option, a Noteholder must transfer or cause to be transferred its Notes to be so redeemed or purchased to the account of the Fiscal Agent specified in the Change of Control Put Option Notice (as defined below) for the account of the Issuer within the period (the **"Change of Control Put Period"**) of 45 days after a Change of Control Put Event Notice is given together with a duly signed and completed notice of exercise in the then current form obtainable from the Fiscal Agent (a **"Change of Control Put Option Notice"**) and in which the Noteholder may specify a bank account to which payment is to be made under this Condition 10(f).

A Change of Control Put Option Notice once given shall be irrevocable. The Issuer shall redeem or, at the option of the Issuer procure the purchase of, the Notes in respect of which the Change of Control Put Option has been validly exercised as provided above, and subject to the transfer of such Notes to the account of the Fiscal Agent for the account of the Issuer as described above by the date which is the fifth Business Day following the end of the Change of Control Put Period (the **"Optional Redemption Date"**). Payment in respect of such Notes will be made on the Optional Redemption Date by transfer to the bank account specified in the Change of Control Put Option Notice.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Noteholder may incur as a result of or in connection with such Noteholder's exercise or purported exercise of, or otherwise in connection with, any Change of Control Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

(g) **Material Asset Sale Put Option:** If at any time while any Note remains outstanding, there occurs:

- (A) a Material Asset Sale (as defined below), and, within the Material Asset Sale Period, a Rating Downgrade in respect of that Material Asset Sale occurs (such Material Asset Sale and

Rating Downgrade not having been cured prior to the expiry of the Material Asset Sale Period), or

- (B) a Material Asset Sale (as defined below), and, on the occurrence of the Material Asset Sale, the Issuer is not rated by any Rating Agency and a Negative Rating Event in respect of that Material Asset Sale occurs,

(each, a "**Material Asset Sale Put Event**"), each Noteholder will have the option (the "**Material Asset Sale Put Option**") (unless, prior to the giving of the Material Asset Sale Put Event Notice (as defined below), the Issuer gives notice to redeem the Notes under Condition 10(b) (*Redemption for tax reasons*), 10(c) (*Redemption at the option of the Issuer*) or 10(j) (*Illegality*)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Notes, on the Optional Redemption Date (as defined below) at the principal amount outstanding of such Notes together with (or where purchased, together with an amount equal to) interest accrued to, but excluding, the Optional Redemption Date.

For the purposes of this Condition 10(g):

A "**Material Asset Sale**" shall be deemed to have occurred if, at any time following the Issue Date of the Notes, the Issuer sells, transfers or otherwise disposes of all or some of the shares of one or more Principal Subsidiaries with the result that the Issuer ceases to have control over such Principal Subsidiaries.

"**Principal Subsidiary**" means any member of the Group (or members of the Group taken together) which accounts for more than 30. per cent. of the consolidated EBITDA of the Group as of the date of the most recently published consolidated financial statements of the Group (the "**Most Recent Consolidated Financial Statements of the Group**"), where:

- (a) the numerator in the relevant calculation shall be determined by multiplying the EBITDA generated by such member of the Group (or members of the Group taken together) (on a standalone basis without double counting) by the Issuer's ownership percentage of such company; and
- (b) the denominator in the relevant calculation shall be determined by aggregating the EBITDA of all members of the Group, (in each case as determined by multiplying the assets owned or revenues generated by such member of the Group (on a standalone basis without double counting) by the Issuer's ownership percentage of such company),

in each case as set forth in the most recently published consolidated financial statements of the Group.

"**EBITDA**", in relation to any Material Asset Sale, means profit (loss) from operations plus the depreciation and amortisation charge and changes in impairments losses on assets, in accordance with International Financial Reporting Standards (as adopted by the European Union) by reference to the most recent annual audited financial accounts of the Group preceding the relevant Material Asset Sale.

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Material Asset Sale if (within the Material Asset Sale Period) (A) the rating previously assigned to the Notes or to the Issuer by the Requisite Number of Rating Agencies is (x) withdrawn or (y) changed from an investment grade rating (BBB-/Baa3 or its equivalent for the time being, or better) to a non-investment grade rating (BB+/Ba1 or its equivalent for the time being, or worse) or (z) (if the rating previously assigned to the Notes or to the Issuer by such Rating Agency or Rating Agencies was below an investment grade rating (as described above)), lowered by at least one full rating notch (for example, from BB+ to BB, or their respective equivalents) and (B) such rating is not within the Material Asset Sale Period subsequently upgraded (in the case of a downgrade) or reinstated (in the case of a withdrawal) either to an investment grade credit rating (in the case of (x) and (y)) or to its earlier credit rating or better (in the case of (z)) by such Rating Agency or Rating Agencies, **provided that** each Rating Agency making the reduction in rating announces or publicly confirms or, having been so requested by the Issuer, informs the Issuer in writing that the withdrawal, lowering of the rating or the failure to assign an investment grade rating was the result of the applicable Material Asset Sale. If on the Relevant Announcement Date the Issuer or the Notes carry a credit rating from more than one Rating Agency, at least one of which is an investment grade rating, then sub-paragraph (z) above will not apply.

A "**Negative Rating Event**" shall be deemed to have occurred (i) if the Issuer does not on or before the 90th calendar day after the start of the Material Asset Sale Period seek, and thereafter use all reasonable endeavours to be assigned a rating to its long-term debt by one or more Rating Agencies or (ii) if it does so seek and use such endeavours, it has not at the expiry of the Material Asset Sale Period and as a result of the relevant

Material Asset Sale, obtained an investment grade rating (BBB-/Baa3 or its equivalent for the time being, or better), **provided that** the relevant Rating Agency publicly confirms or, having been so requested by the Issuer, informs the Issuer in writing that the failure to assign an investment grade rating was the result of the applicable Material Asset Sale.

**"Material Asset Sale Period"** means the period beginning on the date of the Formal Material Asset Sale Announcement (the **"Relevant Announcement Date"**) and ending 90 days after the Relevant Announcement Date (such 90th day, the **"Initial Longstop Date"**); **provided that**, unless any other Rating Agency has on or prior to the Initial Longstop Date effected a Rating Downgrade in respect of its rating of the Issuer or the Notes, if a Rating Agency publicly announces, at any time during the period commencing on the date which is 60 days prior to the Initial Longstop Date and ending on the Initial Longstop Date, that it has placed its rating of the Issuer or the Notes under consideration for rating review either entirely or partially as a result of the Formal Material Asset Sale Announcement, the Material Asset Sale Period shall be extended to the date which falls 60 days after the date of such public announcement by such Rating Agency.

**"Formal Material Asset Sale Announcement"** means the first of any formal public announcements of the occurrence of the relevant Material Asset Sale in respect of the Issuer.

Promptly upon the Issuer becoming aware that a Material Asset Sale Put Event has occurred, the Issuer shall give notice (a **"Material Asset Sale Put Event Notice"**) to the Noteholders in accordance with Condition 21 (*Notices*) specifying the nature of the Material Asset Sale and the circumstances giving rise to it and the procedure for exercising the Material Asset Sale Put Option contained in this Condition 10(g).

To exercise the Material Asset Sale Put Option, a Noteholder must transfer or cause to be transferred its Notes to be so redeemed or purchased to the account of the Fiscal Agent specified in the Material Asset Sale Put Option Notice (as defined below) for the account of the Issuer within the period (the **"Material Asset Sale Put Period"**) of 45 days after a Material Asset Sale Put Event Notice is given together with a duly signed and completed notice of exercise in the then current form obtainable from the Fiscal Agent (a **"Material Asset Sale Put Option Notice"**) and in which the Noteholder may specify a bank account to which payment is to be made under this Condition 10(g).

A Material Asset Sale Put Option Notice once given shall be irrevocable. The Issuer shall redeem or, at the option of the Issuer procure the purchase of, the Notes in respect of which the Material Asset Sale Put Option has been validly exercised as provided above, and subject to the transfer of such Notes to the account of the Fiscal Agent for the account of the Issuer as described above by the date which is the fifth Business Day following the end of the Material Asset Sale Put Period (the **"Optional Redemption Date"**). Payment in respect of such Notes will be made on the Optional Redemption Date by transfer to the bank account specified in the Material Asset Sale Put Option Notice.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Noteholder may incur as a result of or in connection with such Noteholder's exercise or purported exercise of, or otherwise in connection with, any Material Asset Sale Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

- (h) *Residual Maturity Call Option:* If a Residual Maturity Call Option is specified in the relevant Final Terms as being applicable, the Issuer may, on giving not less than 15 nor more than 30 days' notice (or such other period of notice as may be specified in the relevant Final Terms) to the Noteholders in accordance with Condition 21 (*Notices*) (which notice shall specify the date fixed for redemption (the **"Residual Maturity Call Option Redemption Date"**)), redeem the Notes comprising the relevant Series, in whole but not in part, at their principal amount together with any accrued and unpaid interest up to (but excluding) the date fixed for redemption, which shall be no earlier than three months before the Maturity Date in respect of Notes or such shorter time period as may be specified in the Final Terms.
- (i) *Clean-up Call Option:* If the Clean-up Call Option (defined herein) is specified in the relevant Final Terms as being applicable, in the event that at least 80 per cent. of the initial aggregate principal amount of the Notes has been purchased and cancelled by the Issuer, the Issuer may, at its option (the **"Clean-Up Call Option"**) but subject to having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 21 (*Notices*), redeem or purchase (or procure the purchase of) all, but not some only, of the outstanding Notes. Any such redemption of Notes shall be at their Optional Redemption Amount (as specified in the applicable Final Terms) together with interest accrued up to (but excluding) the date fixed for redemption.

- (j) *Illegality*: If, by reason of any change in Spanish law, or any change in the official application of such law, becoming effective after the relevant Issue Date, it will become unlawful for the Issuer to perform or comply with one or more of its obligations under the relevant Notes, the Issuer will, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which Notice shall be irrevocable) in accordance with Condition 21 (*Notices*), redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to, but excluding, the date of such redemption.
- (k) *No other redemption*: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 10(a) (*Scheduled redemption*) to 10(j) (*Illegality*) above.
- (l) *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 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(l) or, if none is so specified, a Day Count Fraction of 30E/360.

- (m) *Purchase*: The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, **provided that** all unmatured Coupons are purchased therewith.
- (n) *Cancellation*: All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

#### 11. **Payments - Bearer Notes**

This Condition 11 is only applicable to Bearer Notes.

- (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 cheque drawn in the currency in which the payment is due on, or 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 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 U.S. law.
- (d) *Payments subject to fiscal laws*: All payments in respect of the 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 13 (*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 13 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

- (e) *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.
- (f) *Unmatured Coupons void:* If the relevant Final Terms specifies that this Condition 11(f) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 10 (*Redemption and Purchase*) or Condition 14 (*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.
- (g) *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.
- (h) *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).
- (i) *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.
- (j) *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 15 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

## 12. **Payments - Registered Notes**

This Condition 12 is only applicable to Registered Notes.

- (a) *Principal:* Payments of principal shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent

not later than the fifteenth day before the due date for any such payment, 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 (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

- (b) *Interest:* Payments of interest shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, 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 (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.
- (c) *Payments subject to fiscal laws:* All payments in respect of the Registered Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*) (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 13 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.
- (d) *Payments on business days:* Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 12 arriving after the due date for payment or being lost in the mail.
- (e) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.
- (f) *Record date:* Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Registered Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

### 13. **Taxation**

- (a) *Gross up:* All payments of principal and interest in respect of the 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, 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 Note or Coupon:
  - (i) held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such 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 Note or Coupon;

- (ii) where the relevant Note or Coupon or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the Holder of such Note or Coupon would have been entitled to such additional amounts on presenting or surrendering such Note or Coupon or Note Certificate 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 or beneficial owner of the Bond if the Issuer does not receive in a timely manner certain information about the Bonds of such holder as it is required by the applicable Spanish tax laws and regulations, including a duly executed and completed certificate from the Fiscal Agent, pursuant to Law 10/2014 and Royal Decree 1065/2007 of 27 July, as amended by Royal Decree 1145/2011 of 29 July, and any implementing legislation or regulation.
- (b) *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than the Kingdom of Spain, references in these Conditions to the Kingdom of Spain shall be construed as references to the Kingdom of Spain and/or such other jurisdiction.
- (c) *FATCA:* Notwithstanding any other provision contained herein, any amounts to be paid by the Issuer on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (or any law implementing such an intergovernmental agreement) (a "**FATCA Withholding Tax**"), and neither the Issuer nor any other person will be required to pay additional amounts on account of any FATCA Withholding Tax.

#### 14. **Events of Default**

If any of the following events occurs and is continuing:

- (a) *Non-payment:* the Issuer fails to pay any amount of principal in respect of the Notes or fails to pay any amount of interest in respect of the Notes, in each case on the due date for payment thereof and such failure continues for fifteen (15) days; or
- (b) *Breach of other obligations:* the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes, if such default remains unremedied for 60 days after written notice thereof, addressed to the Issuer by any Noteholder, has been delivered to the Issuer or to the Specified Office of the Fiscal Agent; or
- (c) *Cross-default of Issuer or Material Subsidiary:*
  - (i) any other present or future Indebtedness (other than Limited-recourse Borrowing) of the Issuer or any Material Subsidiary becomes due and payable prior to its stated maturity by reason of any event of default (howsoever described); or
  - (ii) any such Indebtedness (other than Limited-recourse Borrowing) is not paid when due or, as the case may be, within any applicable grace period; or
  - (iii) the Issuer or any Material Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any Indebtedness (other than Limited-recourse Borrowing);

**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 sub-paragraph (c) have occurred equals or exceeds €100,000,000) in aggregate principal amount or its equivalent; or

- (d) *Enforcement proceedings:* a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or a material part of the property, assets or revenues of the Issuer or any of its Material Subsidiaries (other than in relation to Permitted Security Interest) and is not discharged or stayed within 180 days; or

- (e) *Unsatisfied judgment*: one or more judgment(s) or order(s) (in each case being a judgment or order from which no further appeal or judicial review is permissible under applicable law) for the payment of any amount in excess of €100,000,000 or its equivalent, whether individually or in aggregate, is rendered against the Issuer or any Material Subsidiary, becomes enforceable in a jurisdiction where the Issuer or any Material Subsidiary is incorporated and continue(s) unsatisfied and unstayed for a period of 60 days after the date(s) thereof or, if later, the date therein specified for payment; or
- (f) *Security enforced*: any mortgage, charge, pledge, lien or other encumbrance (other than in respect of any Limited recourse Borrowing), present or future, securing an amount equal to or in excess of €100,000,000, created or assumed on or against all or a material part of the property, assets or revenues of the Issuer or any Material Subsidiary becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person); or
- (g) *Insolvency*: the Issuer becomes insolvent or is unable to pay its debts as they fall due; or
- (h) *Insolvency Proceedings*: any corporate action or legal proceedings is taken in relation to:
  - (i) the several suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer (other than a solvent liquidation or pursuant to a Permitted Reorganisation of such persons); or
  - (ii) a composition, assignment or arrangement with all creditors of the Issuer; or
  - (iii) the bankruptcy, the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer in respect of the Issuer, or any of the assets of the Issuer in connection with any insolvency proceedings; or
  - (iv) any analogous procedure is taken in any jurisdiction in respect of the Issuer,

**provided that** any such corporate action or legal proceedings which is not initiated, approved or consented to by the Issuer, is not discharged or stayed within 180 days; or

- (i) *Change of Business*: the Issuer or any successor resulting from a Permitted Reorganisation ceases to carry on, directly or indirectly, the whole or substantially the whole of the business the Issuer carries on directly (on a non-consolidated basis) at the relevant Issue Date (otherwise than for the purposes of, or pursuant to, a Permitted Reorganisation); or
- (j) *Analogous event*: any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in sub-paragraphs (d) to (g) above; or

then any Note may, by written notice addressed by the Holder thereof to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, 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 action or formality.

## 15. **Prescription**

Claims for principal in respect of Bearer Notes shall become void unless the relevant Bearer Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest in respect of Bearer Notes shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date. Claims for principal and interest on redemption in respect of Registered Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

## 16. **Substitution**

The Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Coupons and the Talons, any company (the "**Substitute**") that is a Subsidiary or an affiliate of the Issuer, provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the "**Deed Poll**"), to be substantially in the form scheduled to the Agency Agreement as Schedule 13

(*Form of Deed Poll*), and may take place only if (i) the Substitute shall, by means of the Deed Poll, agree to indemnify each Noteholder and Couponholder against any tax, duty, assessment or governmental charge that is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note, Coupon, Talon or the Deed of Covenant and that would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution, (ii) the obligations of the Substitute under the Deed Poll, the Notes and Coupons shall be unconditionally guaranteed by the Issuer by means of the Deed Poll and a deed of guarantee substantially in the form scheduled to the Agency Agreement as Schedule 14 (*Form of Deed of Guarantee*) (the "**Deed of Guarantee**"), (iii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes, Coupons, Talons, Deed of Covenant and Deed of Guarantee (together, the "**Documents**") represent valid, legally binding and enforceable obligations of the Substitute and/or the guarantor (as applicable), and in the case of the Deed Poll and the Deed of Guarantee have been taken, fulfilled and done and are in full force and effect, (iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it, (v) an opinion of independent legal advisors of recognised standing has been addressed to the Issuer and delivered by the Issuer to the Fiscal Agent to the effect that the Documents and, as the case may be, the Deed of Guarantee, represent valid, legally binding and enforceable obligations of the Substitute and, as the case may be, the Issuer as guarantor, and (vi) the Issuer shall have given at least 14 days' prior notice of such substitution to the Noteholders, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution that are referred to above, or that might otherwise reasonably be regarded as material to Noteholders, shall be available for inspection at the specified office of each of the Paying Agents. References in Condition 14 (*Events of Default*) to obligations under the Notes shall be deemed to include obligations under the Deed Poll and the Deed of Guarantee and the events listed in Condition 14 (*Events of Default*) shall be deemed to include that guarantee not being (or being claimed by the guarantor not to be) in full force and effect and the provisions of Conditions 14(c) (*Cross-default of Issuer or Material Subsidiary*) to 14(i) (*Change of Business*) inclusive shall be deemed to apply in addition to the guarantor.

#### 17. **Replacement of Notes and Coupons**

If any Note, Note Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes (and, if the 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 or Transfer Agent in any particular place, the Paying Agent or Transfer 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 Notes, Note Certificates or Coupons must be surrendered before replacements will be issued.

#### 18. **Agents**

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the 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 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 Agent and to appoint a successor fiscal agent or registrar or Calculation Agent and additional or successor paying agents; **provided, however, that:**

- (a) the Issuer shall at all times maintain a fiscal agent and a registrar; 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 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 and/or a Transfer Agent in any particular place, the Issuer shall maintain a Paying Agent and/or a Transfer 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 Agents or in their Specified Offices shall promptly be given to the Noteholders.

19. **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 Notes, including the modification of any provision of these 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 one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; **provided, however, that** Reserved Noteholder Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding 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 all 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 Notes, these Conditions and the Deed of Covenant 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, in the opinion of the Issuer (acting in good faith), it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of the Issuer (acting in good faith), not materially prejudicial to the interests of the Noteholders.

20. **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 Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

21. **Notices**

- (a) *Bearer Notes:* Notices to the Holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) 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 Holders of Bearer Notes.
- (b) *Registered Notes:* Notices to the Holders of Registered Notes shall be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing.

22. **Rounding**

- (a) For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these 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 U.S. 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.

23. **Governing Law and Jurisdiction**

- (a) *Governing law:* The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by English law, except for Condition 4 (*Status*), which is governed by Spanish law.
- (b) *English courts:* The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Notes (including any non-contractual obligation arising out of or in connection with the Notes).
- (c) *Appropriate forum:* The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- (d) *Rights of the Noteholders to take proceedings outside England:* Notwithstanding Condition 23(b) (*English courts*), any Noteholder may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.
- (e) *Service of process:* The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Abertis Motorways UK Ltd, c/o Moorcrofts LLP, Thames House Mere Park, Marlow, Buckinghamshire, SL7 1PB, or to such other person with an address in England or Wales and/or at such other address in England or Wales as the Issuer may specify by notice in writing to the Noteholders. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

## FORM OF FINAL TERMS

**[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 Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, "**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC, as amended or superseded. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**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 PRIIPs Regulation.]

**[MIFID II product governance / Professional investors and ECPs only target market]** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.] / [•]

**Final Terms dated [•]**

**Abertis Infraestructuras, S.A.**

**Legal entity identifier (LEI): 549300GKFWWI02JQ5332**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**

**under the €7,000,000,000 Euro Medium Term Note Programme**

### **PART A – CONTRACTUAL TERMS**

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated 6 March 2019 [and the supplemental Base Prospectus dated [•] which [together] constitute[s] a base prospectus] (the "**Base Prospectus**") for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus.]

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and these Final Terms are available for viewing during normal business hours at, and copies may be obtained from The Bank of New York Mellon London Branch, One Canada Square, London E14 5AL, United Kingdom.

The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended or superseded), **provided, however, that** all references in this document to the "Prospectus Directive" in relation to any Member State of the European Economic Area refer to Directive 2003/71/EC (as amended or superseded) and include any relevant implementing measure in the relevant Member State.

*[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. Issuer: [•]

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 with [•] 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 [•]]
6.
  - (i) Specified Denominations: [•]  
*(N.B. Notes must have a minimum denomination of EUR 100,000 (or equivalent) and be in integral multiples of the specified minimum denomination)*
  - (ii) Calculation Amount: [•]
7.
  - (i) Issue Date: [•]
  - (ii) Interest Commencement Date: [[•]/Issue Date/Not Applicable]
8. Maturity Date: [[•] / [Interest Payment Date falling in or nearest to [month] [year]]
9. Interest Basis: [[•] per cent. Fixed Rate]  
[•][•] [EURIBOR/LIBOR]+/- [•] per cent. Floating Rate]  
[Zero Coupon]  
(see paragraph[s] [14/15/16] below)
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [•] per cent. of their nominal amount.  
  
*(N.B. Redemption will be at 100% of the nominal amount of the Notes, except for in the context of Zero Coupon Notes, where redemption may be at more than 100% of the Notes)*
11. Change of Interest or Redemption/Payment Basis: [[•] / [For the period from (and including) [[date]/the Interest Commencement Date], up to (but excluding) [date] paragraph [14/15] applies and for the period from (and including) [date], up to (and including) the Maturity Date, paragraph [14/15] applies] / [Not Applicable]]

12. Put/Call Options: [Put Option]  
[Change of Control Put Option]  
[Material Asset Sale Put Option]  
[Issuer Call]  
[Residual Maturity Call Option]  
[Clean-up Call Option]  
[(See paragraph[s] [17/18/19/20/21] below)]
13. [(i)] Status of the Notes: [Senior]  
[(ii)] Date [Board] approval for issuance of Notes obtained: [[•]/Not Applicable]

**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[, commencing from [•]] [up to and including the [date]/Maturity Date] [[in each case] subject to adjustment in accordance with paragraph [vi] below/, unadjusted]
- (iii) Fixed Coupon Amount[(s)]: [[•] per Calculation Amount/Not Applicable]  
*(For Notes where the Interest Payment Dates are subject to modification: The amount of interest payable for any Interest Period is to be calculated in accordance with Condition 6(e))*
- (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) / [other Day Count Fraction listed in the Conditions]]
- (vi) [Business Day Convention]: [Following Business Day Convention / Modified Following Business Day Convention / Modified Business Day Convention / Preceding Business Day Convention / FRN Convention / Floating Rate Convention / Eurodollar Convention]
- (vi) [Additional Business Centre(s)]: [•]
15. **Floating Rate Note Provisions** [Applicable/Not Applicable]  
*(If not applicable delete the remaining sub-paragraphs of this paragraph)*



- (i) Specified Period: [•]
- (ii) Specified Interest Payment Dates: [•]
- (iii) [First Interest Payment Date]: [•]
- (iv) Initial Rate of Interest: [[•]/Not Applicable]
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention / *[any other Business Day Convention listed in the Conditions]*]
- (vi) Additional Business Centre(s): [Not Applicable/[•]]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Fiscal Agent]): [•] shall be the Calculation Agent
- (ix) Screen Rate Determination:
- Reference Rate: [•][•] [EURIBOR/LIBOR]
  - Interest Determination Date(s): [•]
  - Relevant Screen Page: [•]
  - Relevant Time: [•]
  - Relevant Financial Centre: [•]
- (x) ISDA Determination:
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]
  - [• ISDA Definitions: [2006]]
- (xi) 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*)]
- (xii) Margin(s): [+/-][•] per cent. per annum

- (xiii) Minimum Rate of Interest: [[•] per cent. per annum / Not Applicable]
  - (xiv) Maximum Rate of Interest: [[•] per cent. per annum / Not Applicable]
  - (xv) Day Count Fraction: [Actual/Actual (ICMA) / Actual/Actual (ISDA) / Actual/365 (Fixed) / Actual/360 / 30/360 / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
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) / *[other]*]

## 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 Redemption Price] [in the case of the Optional Redemption Date(s) (Call) falling [on]]/[in the period from and including *[date]* to but excluding *[date]*] *[Repeat as necessary]*
  - [(iii) Make Whole Redemption Price: [Non-Sterling Make Whole Redemption Amount / Sterling Make Whole Redemption Amount/Not Applicable] [in the case of *[specify relevant period/date(s)]*]
- (If not applicable delete the remaining sub paragraphs(a) – (c) of this paragraph)*
- [(a) Redemption Margin: [•] per cent.
  - (b) Reference Bond: [•]
  - (c) Quotation Time: [•]
- (iv) Redeemable in part: [Applicable / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
    - (a) Minimum Redemption Amount: [[•] per Calculation Amount / Not Applicable]
    - (b) Maximum Redemption Amount: [[•] per Calculation Amount / Not Applicable]
  - (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 method, if any, of calculation of such amount(s): [•] per Calculation Amount
- (iii) Notice period: [•]
19. **Change of Control Put Option:** [Applicable/Not Applicable]
20. **Residual Maturity Call Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Notice Period: [•]
21. **Clean-Up Call Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Amount of each Note: [•] per Calculation Amount
22. **Final Redemption Amount of each Note** [•] per Calculation Amount
23. **Early Redemption Amount**  
Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default: [•] [per Calculation Amount]
24. **Condition 11(f) (Unmatured Coupons Void):** [Applicable/Not Applicable]

#### 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 on [•] days' notice / in the limited circumstances specified in the Permanent Global Note]  
  
[Temporary Global Note exchangeable for Definitive Notes on [•] days' notice]  
  
[Permanent Global Note exchangeable for Definitive Notes on [•] days' notice / in the limited circumstances specified in the Permanent Global Note]

[Registered Notes

Global Registered Note exchangeable for Individual Note Certificates on [•] days' notice / in the limited circumstances described in the Global Registered Note]

- |     |   |   |
|-----|---|---|
| 26. | New Global Note:  | [Yes]/[No]  |
| 27. | New Safekeeping Structure   | [Yes]/[No]  |
| 28. | Additional Financial Centre(s):   | [Not Applicable/[•]]  |
| 29. | 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 **Abertis Infraestructuras, 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 regulated market of Euronext Dublin with effect from [•].]  
[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext Dublin with effect from [•].]

*(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]: [•]]

*[[Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "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, as amended (the "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, as amended (the "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, as amended (the "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 CRA Regulation.]*

3. **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**
- [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./[•]]
4. **[REASONS FOR THE OFFER**
- [•]]
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. **[FLOATING RATE AND FIXED/FLOATING RATE NOTES – HISTORIC INTEREST RATES]**
- [Details of historic *[insert the relevant Reference Rate]* rates can be obtained from [Reuters/[other]]
7. **OPERATIONAL INFORMATION**
- ISIN: [•]
- Common Code: [•]
- [FISN: [•]]
- [CFI Code: [•]]
- Delivery: Delivery [against/free of] payment
- Clearing System: [Euroclear Bank SA/NV and Clearstream Banking S.A.]
- Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/[•]]
- Names and addresses of additional Paying Agent(s) (if any):
- Name of Replacement Agent (if not the Fiscal Agent): [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 [[and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][*include this text for registered notes*]]. 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.]

## 8. DISTRIBUTION

- (i) Method of Distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated:
  - (A) Names of Dealers [Not Applicable/*give names*]
  - (B) Stabilising 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/ TEFRA not applicable]
- (v) [Prohibition of Sales to EEA Retail Investors: [Applicable]/[Not Applicable]

## 9. BENCHMARK REGULATION

Relevant Benchmark[s]: [[EURIBOR/LIBOR] 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 Benchmark Regulation]/[As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmark Regulation]/[The transitional provisions in Article 51 (*Transitional provisions*) of the Benchmark Regulation apply such that *[administrator legal name]* is not currently required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence).]/[Not Applicable]

## FORM OF PRICING SUPPLEMENT

*Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes issued under the Programme.*

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC, AS AMENDED OR SUPERSEDED, FOR THE ISSUE OF THE NOTES DESCRIBED BELOW.**

**[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 Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, "**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC, as amended or superseded. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**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 PRIIPs Regulation.]

**[MiFID II product governance / Professional investors and ECPs only target market]** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.] / [•]

**Final Terms dated [•]**

**Abertis Infraestructuras, S.A.**

**Legal entity identifier (LEI): 549300GKFWWI02JQ5332**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**

**under the €7,000,000,000 Euro Medium Term Note Programme**

### PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated 6 March 2019 [and the supplemental Base Prospectus dated [•]] (together, the "**Prospectus**"). This document constitutes the Pricing Supplement of the Notes described herein for the and must be read in conjunction with the Prospectus.]

The Prospectus and this Pricing Supplement are available for viewing during normal business hours at, and copies may be obtained from The Bank of New York Mellon London Branch, One Canada Square, London E14 5AL, United Kingdom.

The expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive) and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU **provided, however, that** all references in this document to the "Prospectus Directive" in relation to any Member State of the European Economic Area refer to Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the relevant Member State), and include any relevant implementing measure in the relevant Member State.

*[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. Issuer: [•]
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 with [•] on [[•]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 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 [•]]
6. (i) Specified Denominations: [•]  
*(N.B. Notes must have a minimum denomination of EUR 100,000 (or equivalent) and be in integral multiples of the specified minimum denomination)*  
(ii) Calculation Amount: [•]
7. (i) Issue Date: [•]  
(ii) Interest Commencement Date: [[•]/Issue Date/Not Applicable]
8. Maturity Date: [[•] / [Interest Payment Date falling in or nearest to [month] [year]]]
9. Interest Basis: [[•] per cent. Fixed Rate]  
[•][•] [EURIBOR/LIBOR]+/- [•] per cent. Floating Rate]  
[Zero Coupon]  
(see paragraph[s] [14/15/16] below)
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [•] per cent. of their nominal amount.  
*(N.B. Redemption will be at 100% of the nominal amount of the Notes, except for in the context of Zero Coupon Notes, where redemption may be at more than 100% of the Notes)*
11. Change of Interest or Redemption/Payment Basis: [[•] / [For the period from (and including) [[date]/the Interest Commencement Date], up to (but excluding) [date] paragraph [14/15] applies and for the period from (and

- including) [*date*], up to (and including) the Maturity Date, paragraph [14/15] applies] / [Not Applicable]]
12. Put/Call Options: [Put Option]  
[Change of Control Put Option]  
[Material Asset Sale Put Option]  
[Issuer Call]  
[Residual Maturity Call Option]  
[Clean-up Call Option]  
[(See paragraph[s] [17/18/19/20/21] below)]
13. [(i)] Status of the Notes: [Senior]  
[(ii)] Date [Board] approval for issuance of Notes obtained: [[•]/Not Applicable]

#### 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[, commencing from [•]] [up to and including the [*date*]/Maturity Date] [[in each case] subject to adjustment in accordance with paragraph [vi] below/, unadjusted]
- (iii) Fixed Coupon Amount[(s)]: [[•] per Calculation Amount/Not Applicable]  
*(For Notes where the Interest Payment Dates are subject to modification: The amount of interest payable for any Interest Period is to be calculated in accordance with Condition 6(e))*
- (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) / [other Day Count Fraction listed in the Conditions]]
- (vi) [Business Day Convention]: [Following Business Day Convention / Modified Following Business Day Convention / Modified Business Day Convention / Preceding Business Day Convention / FRN Convention / Floating Rate Convention / Eurodollar Convention]
- (vi) [Additional Business Centre(s)]: [•]
15. **Floating Rate Note Provisions** [Applicable/Not Applicable]

*(If not applicable delete the remaining sub-paragraphs of this paragraph)*

- (i) Specified Period: [•]
- (ii) Specified Interest Payment Dates: [•]
- (iii) [First Interest Payment Date]: [•]
- (iv) Initial Rate of Interest: [[•]/Not Applicable]
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention / *[any other Business Day Convention listed in the Conditions]*]
- (vi) Additional Business Centre(s): [Not Applicable/[•]]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Fiscal Agent]): [•] shall be the Calculation Agent
- (ix) Screen Rate Determination:
  - Reference Rate: [•][•] [EURIBOR/LIBOR]
  - Interest Determination Date(s): [•]
  - Relevant Screen Page: [•]
  - Relevant Time: [•]
  - Relevant Financial Centre: [•]
- (x) ISDA Determination:
  - Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]
  - [•] ISDA Definitions: [2006]
- (xi) Linear interpolation [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated

		using Linear Interpolation ( <i>specify for each short or long interest period</i> )
(xii)	Margin(s):	[+/-][•] per cent. per annum
(xiii)	Minimum Rate of Interest:	[[•] per cent. per annum / Not Applicable]
(xiv)	Maximum Rate of Interest:	[[•] per cent. per annum / Not Applicable]
(xv)	Day Count Fraction:	[Actual/Actual (ICMA) / Actual/Actual (ISDA) / Actual/365 (Fixed) / Actual/360 / 30/360 / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
16.	<b>Zero Coupon Note Provisions</b>	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(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) / [other]]

#### PROVISIONS RELATING TO REDEMPTION

17.	<b>Call Option</b>	[Applicable/Not Applicable]
(i)	Optional Redemption Date(s) (Call):	[•]
(ii)	Optional Redemption Amount(s) (Call) of each Note:	[[•] per Calculation Amount/Make Whole Redemption Price] [in the case of the Optional Redemption Date(s) (Call) falling [on]]/[in the period from and including [date] to but excluding [date]] [ <i>Repeat as necessary</i> ]
[(iii)]	Make Whole Redemption Price:	[Non-Sterling Make Whole Redemption Amount / Sterling Make Whole Redemption Amount/Not Applicable] [in the case of [ <i>specify relevant period/date(s)</i> ]]
		<i>(If not applicable delete the remaining sub paragraphs(a) – (c) of this paragraph)</i>
	[(a) Redemption Margin:	[•] per cent.
	(b) Reference Bond:	[•]
	[c) Quotation Time:	[•]
(iv)	Redeemable in part:	[Applicable / Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(a) Minimum Redemption Amount:	[[•] per Calculation Amount / Not Applicable]
	(b) Maximum Redemption Amount	[[•] per Calculation Amount / Not Applicable]

- (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 method, if any, of calculation of such amount(s): [•] per Calculation Amount
- (iii) Notice period: [•]
19. **Change of Control Put Option:** [Applicable/Not Applicable]
20. **Residual Maturity Call Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Notice Period: [•]
21. **Clean-Up Call Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Amount of each Note: [•] per Calculation Amount
- Final Redemption Amount of each Note** [•] per Calculation Amount
22. **Early Redemption Amount**
- Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default: [•] [per Calculation Amount]
23. **Condition 11(f) (Unmatured Coupons Void):** [Applicable/Not Applicable]

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: [Bearer Notes:
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice / in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for Definitive Notes on [•] days' notice]

[Permanent Global Note exchangeable for Definitive Notes on [•] days' notice / in the limited circumstances specified in the Permanent Global Note]

[Registered Notes]

Global Registered Note exchangeable for Individual Note Certificates on [•] days' notice / in the limited circumstances described in the Global Registered Note]

- |     |   |   |
|-----|---|---|
| 25. | New Global Note:  | [Yes]/[No]  |
| 26. | New Safekeeping Structure   | [Yes]/[No]  |
| 27. | Additional Financial Centre(s):   | [Not Applicable/[•]]  |
| 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.] |
| 29. | Other final terms or special conditions:  | [Not Applicable/ <i>give details</i> ]  |
|     | <i>(consider if additional risk factors are required)</i>   |   |

Signed on behalf of **Abertis Infraestructuras, 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 [•] 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 [•] with effect from [•].]

*(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]: [•]]

*[[Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "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, as amended (the "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, as amended (the "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, as amended (the "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 CRA Regulation.]*

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[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./[•]]

4. **[REASONS FOR THE OFFER**

[•]]

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. **[FLOATING RATE AND FIXED/FLOATING RATE NOTES – HISTORIC INTEREST RATES]**

[Details of historic *[insert the relevant Reference Rate]* rates can be obtained from [Reuters/[other]]

7. **OPERATIONAL INFORMATION**

ISIN: [•]

Common Code: [•]

[FISN: [•]]

[CFI Code: [•]]

Delivery: Delivery [against/free of] payment

Clearing System: [Euroclear Bank SA/NV and Clearstream Banking S.A.]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/[•]]

Names and addresses of additional Paying Agent(s) (if any):

Name of Replacement Agent (if not the Fiscal Agent): [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 [[and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][*include this text for registered notes*]]. 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.]

8. **DISTRIBUTION**

- (i) Method of Distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated:
  - (A) Names of Dealers [Not Applicable/give names]
  - (B) Stabilising 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/ TEFRA not applicable]
- (v) [Prohibition of Sales to EEA Retail Investors: [Applicable]/[Not Applicable]

9. **BENCHMARK REGULATION**

Relevant Benchmark[s]: [[EURIBOR/LIBOR] 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 Benchmark Regulation]/[As far as the Issuer is aware, as at the date hereof, *[specify benchmark]* does not fall within the scope of the Benchmark Regulation]/[The transitional provisions in Article 51 (*Transitional provisions*) of the Benchmark Regulation apply such that *[administrator legal name]* is not currently required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence).]/[Not Applicable]

## SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

### Clearing System Accountholders

In relation to any Tranche of Notes represented by a Global Note in bearer form, references in the Terms and 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.

In relation to any Tranche of Notes represented by a Global Registered Note, references in the Terms and Conditions of the Notes to "Noteholder" are references to the person in whose name such Global Registered Note is for the time being registered in the Register which, for so long as the Global Registered Note is held by or on behalf of a depositary or a common depositary or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or common safekeeper or a nominee for that depositary or common depositary or 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 or a Global Registered 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 holder of such Global Note or Global Registered Note and in relation to all other rights arising under such Global Note or Global Registered Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note or Global Registered 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 a Global Note or Global Registered 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 holder of such Global Note or Global Registered Note.

### Conditions applicable to Global Notes

Each Global Note and Global Registered Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note or Global Registered Note. The following is a summary of certain of those provisions:

*Payments:* All payments in respect of the Global Note or Global Registered Note which, according to the Terms and Conditions of the Notes, require presentation and/or surrender of a Note, Note Certificate or Coupon 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 or Global Registered 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, or a Global Registered 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.

*Payment Record Date:* Each payment in respect of a Global Registered Note will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Note is being held is open for business.

*Exercise of put option or Change of Control Put Option or Material Asset Sale Put Option:* In order to exercise the option contained in Condition 10(e) (*Redemption at the option of Noteholders*) or Condition 10(f) (*Change of Control Put Option*) the bearer of the Permanent Global Note or the holder of a Global Registered Note must, within the period specified in the Conditions for the deposit of the relevant Note give notice of such exercise to the Fiscal Agent, in accordance with the rules and procedures of Euroclear, Clearstream, Luxembourg and/or other relevant clearing system, 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 10(c) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Permanent Global Note or Global Registered Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the 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 21 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Global Registered Note and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), or the Global Registered Note is, 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 21 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

## **USE OF PROCEEDS**

The net proceeds from each issue of Notes will be used by the Issuer for its general corporate purposes including the repayment or refinancing of indebtedness of the Group. If, in respect of a particular issue, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

## INFORMATION ON THE COMPANY

### Incorporation and Status

The Company was incorporated in Barcelona, Spain on 24 February 1967 pursuant to the Spanish Companies Act as a public limited company (a *sociedad anónima* or S.A.) under the name Autopistas, Concesionaria Española, S.A., subsequently changed to Abertis Infraestructuras, S.A. The Company is incorporated for an unlimited term and operates under the laws of Spain. The registered office of the Company is at Paseo de la Castellana, 39, 28046 Madrid, Spain and the telephone number is +34 915951000. The Company is registered with the Madrid Commercial Registry at volume (*tomo*) 36,981, sheet (*folio*) 180 and page (*hoja*) M-660899.

### Share Capital and Principal Shareholders

As at the date of this Base Prospectus, the share capital of the Company amounts to €2,734,696,113 represented by 911,565,371 shares with a nominal value of €3.00 per share. As at the date of this Base Prospectus, 98.7 per cent. of the Company's share capital is held by Abertis Participaciones, S.A.U. ("**Abertis Participaciones**"), a wholly owned subsidiary of Abertis Holdco, S.A. ("**Abertis Holdco**"), which in turn has three shareholders: Atlantia S.p.A. ("**Atlantia**") holds a 50 per cent. stake plus one share, ACS Actividades de Construcción y Servicios, S.A. ("**ACS**") holds a 30 per cent. stake and its subsidiary Hochtief AG ("**Hochtief**") has a 20 per cent. stake minus one share.

### History

For information on the history of the Group, please refer to the section entitled "*Information on the Group – History*" in this Base Prospectus.

### Principal activities

For a description of the principal activities of the Group, please refer to the section titled "*Information on the Group – Overview of the Group's Business*" in this Base Prospectus.

### Management

#### Board of Directors

The following table sets forth the name, title and principal activities outside the Group of each member of the board of directors of the Company as of the date of this Base Prospectus.

Name	Title	Principal activities outside the Group
Mr. Marcelino Fernández Verdes .....	President	CEO of ACS & Chairman of the Executive Board of Hochtief
Mr. Giovanni Castellucci .....	Director	CEO and General Manager of Atlantia
Mr. Francisco José Aljaro Navarro .....	Chief Executive Officer	N/A
Mr. Pedro José López Jiménez.....	Director	Chairman of the Supervisory Board of Hochtief & Board Member of ACS

Mr. Carlo Bertazzo .....	Director	General Manager of Edizione Holding S.p.A. & Board Member of Atlantia
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The business address of each of the members of the board of directors at the date of this Base Prospectus is Paseo de la Castellana 39, 28046 Madrid, Spain.

#### **Conflicts of Interest**

The Company believes there are no potential conflicts of interest between any duties owed by the directors of the Company to the Company and their respective private interests and/or other duties.

## INFORMATION ON THE GROUP

### History

The Group is the world's leading toll road management group in terms of kilometres ("**km**") managed, with 8,162 km of high-capacity and quality roads and operations in 14 countries in Europe, the Americas and Asia. The Group is the leading toll road operator in countries such as Spain, Chile and Brazil, and has a notable and significant presence in France, Italy, Puerto Rico and Argentina. The Group also has interests in the management of around 500 km of roads in France, the UK and Colombia.

### *Acquisition by Atlantia, ACS and Hochtief*

On 18 October 2017, Hochtief, a German company controlled by the Spanish listed company ACS, the controlling entity of a group operating in the construction sector, submitted to the CNMV a voluntary tender on the entire share capital of the Company. Hochtief's bid was revised on 23 March 2018, as a result of Atlantia, Hochtief and ACS entering into an agreement in order to make a joint investment in the Company, as amended on 23 October 2018 (the "**Shareholder Agreement**"). On 14 May 2018, the CNMV announced that Hochtief's revised offer had reached an acceptance level of 780,317,294 shares of the Company, representing 78.79 per cent. of the share capital (85.60 per cent. if the 78,815,937 Company treasury shares are excluded).

On 25 July 2018, at an Extraordinary General Meeting, the Company's shareholders voted to approve the delisting of the Company's shares from the Madrid, Barcelona, Bilbao and Valencia stock exchanges, following the takeover of the Company by Atlantia, ACS and Hochtief. Prior to that takeover, the Company had been listed on the Madrid, Barcelona, Bilbao and Valencia stock exchanges and formed part of the IBEX 35, as well as the international indices FTSEurofirst 300 and Standard & Poor's Europe 350.

Pursuant to the Shareholder Investment Agreements, Atlantia, ACS and Hochtief incorporated a special purpose vehicle ("**SPV**"), Abertis Holdco, to jointly own and control the Company and capitalised the SPV for an amount of €6,909 million. Abertis Holdco's share capital is distributed as follows: (i) Atlantia, 50 per cent. plus one share; (ii) ACS, 30 per cent.; and (iii) Hochtief, 20 per cent. minus one share. Abertis Holdco entered into a new financing contract (the "**New Facilities Agreement**") for the purpose of partially financing the acquisition of the Company's shares from Hochtief.

Another SPV, Abertis Participaciones, which is wholly owned by Abertis Holdco, has been incorporated and interposed between Abertis Holdco and the Company. Abertis Participaciones received the relevant funds from Abertis Holdco through equity injections (*aportaciones de fondos propios*), to acquire, on 29 October 2018, 98.7 per cent. of the Company's share capital from Hochtief (which Hochtief, in turn, had already acquired through its takeover offer, subsequent open-market purchases and bilateral share purchase agreements).

On 10 December 2018, the Boards of Directors of the Company and Abertis Participaciones formally approved the merger balance sheet and the draft terms of the merger by absorption of Abertis Participaciones by the Company. Subsequently, the merger by absorption was approved on 8 February 2019 at an Extraordinary General Meeting of the Company's shareholders and by the sole shareholder of Abertis Participaciones (the "**Merger**"). The Merger is expected to be completed at the end of the first quarter or the beginning of the second quarter of 2019 and, following said absorption, Abertis Holdco will directly hold 98.7 per cent. of the Company's share capital (subject to no other shares being acquired from minority shareholders of the Company).

The Shareholder Agreement has an initial term of 10 years with the aim of developing a long-term industrial project based, on the one hand, on the expertise of ACS and Hochtief in the fields of construction, management, and infrastructure O&M (operation and maintenance) and, on the other hand, Atlantia's (together with ACS and Hochtief, the "**Parties**") expertise as a global operator in the transport infrastructure industry, in particular with regards to toll roads, which, together with the Company's expertise and asset portfolio, will lead to the consolidation of their respective businesses. In addition, under the Shareholder Agreement, the Parties are restricted from transferring all or any portion of their shares in Abertis Holdco prior to the 5<sup>th</sup> anniversary of the date when Abertis Participaciones acquired 98.7 per cent. of the Company's share capital from Hochtief, without the prior written consent of the other Parties.

The Parties intend to develop a strategic long-term partnership with the aim of maximising the synergies between the Parties in the form of new PPPs (public private partnerships), including both greenfield and brownfield projects. For this purpose, the Parties have a commercial agreement whose scope applies to greenfield and brownfield toll projects and sets a framework for cooperation.

In this context:

- (a) "greenfield projects" are projects that involve the construction, financing, operation and maintenance of toll roads, and
- (b) "brownfield projects" are projects related to toll roads which have already been constructed and are tendered during the operation phase, including investments (capex) to facilitate the development of the project or infrastructure capacity increases.

Regarding greenfield projects in core ACS or Hochtief markets, ACS and/or Hochtief will identify business opportunities related to toll road projects and will invite Abertis and/or Atlantia to participate in their projects. The Parties will analyse the size of the project and ways of increasing the consortium's chances of being prequalified. The Parties will have pro-rata stakes in the projects according to the following agreed percentages: 60 per cent. the Company, 20 per cent. Atlantia, 20 per cent. ACS and/or Hochtief.

As regards brownfield projects, the Company and Atlantia will have the opportunity to join the project and ACS and/or Hochtief may be invited to participate to the extent that they can bring relevant expertise into the project.

The terms of any such collaboration would be agreed on an arm's length basis between the parties.

The Shareholder Agreement grants Atlantia a right of first offer in the case of disposals of the Company's toll road assets. It grants a right of first offer to the Company and/or Atlantia in the case of disposals of ACS's stakes in toll road concessions.

In addition, the Shareholder Agreement includes the following terms:

- (i) the Company will have a 3-year dividend policy applicable for the fiscal years 2018 to 2020, envisaging the distribution of an annual dividend of an average of €875 million per annum, on the assumption that this amount is compatible with a senior unsecured credit rating of at least BBB from Standard & Poor's ("S&P") for the Notes issued by the Company. At the expiry of the 2018 to 2020 period and thereafter every 3 years, the parties will set a dividend policy where the dividends will be the highest possible compatible with a minimum rating target of at least BBB from S&P for the Notes issued by the Company. If at any time there is a realistic risk of a rating downgrade to BBB-, the Parties will apply a reduction of the dividend distribution of the Company, but not below 55.5 per cent. of the envisaged distribution, to maintain the minimum rating target of at least BBB for the Notes. If at any time there is a realistic risk of a rating downgrade to below BBB-, the Parties will apply a reduction of the envisaged distribution to the minimum amount required to maintain a credit rating of at least a BBB- for the Notes. If the consolidated group credit profile of Atlantia is downgraded by S&P to such a level that, as a consequence, the senior unsecured credit rating for any Notes issued by the Company is downgraded by S&P to BBB- or lower, the minimum rating target for the Notes shall be intended to be BBB- and therefore the dividend policy of Abertis shall be anchored to such lower minimum target rating;
- (ii) based on the shareholding of each of Atlantia, ACS and Hochtief described above, out of a total of five members of the board of directors of the Company, Atlantia will have the power to appoint three members (including the chief executive officer) and each of ACS and Hochtief will have the power to appoint one member, with certain Reserved Matters (as defined below) requiring at least one vote from a director nominated by Atlantia and one vote from a director nominated by either ACS or Hochtief. From the date of the approval of the 2018 consolidated annual accounts of the Company, the total number of members of the board can be increased to nine by a written request from any of Atlantia, ACS and Hochtief, maintaining the proportion of nominees by each of the shareholders; and
- (iii) in the event that either Atlantia or the ACS group hold less than 35 per cent. of the Company's share capital, such entity or entities shall cease to be a party of the Shareholder Agreement.



**"Reserved Matters"** means (i) any amendments of the Company's by-laws; (ii) any issuance of any equity-linked instruments and/or synthetic instruments, excluding an issuance required under the Shareholder Agreement for the purpose of maintaining an investment grade rating; (iii) the entering into a merger, demerger, segregation, a global assignment of assets and liabilities, a transfer of the registered office abroad or similar business combination transactions or transformations ("*modificaciones estructurales*") other than transactions between wholly-owned subsidiaries of the Group, Abertis Holdco and Abertis Participaciones; (iv) applying for a listing, a public offering for sale or subscription of all or part of the shares of Abertis Holdco or the Company, as applicable, except as otherwise provided in the Shareholder Agreement; (v) the distribution of dividends or reserves other than in accordance with the dividend policy set forth in the Shareholder Agreement; (vi) any M&A transaction (for example, acquisitions, disposals or equity investments in assets, or participations in projects) with a value above €80,000,000, in aggregate for one financial year; (vii) any modification to the financial policy or dividend policy of the Group as set forth in the Shareholder Agreement; and (viii) any transactions between a member of the Group and Atlantia, ACS and Hochtief, their affiliates or a related party, other than those permitted under the Shareholder Agreement ("**Permitted Transactions**"). Permitted Transactions include those effected to maximise synergies in countries in which both the Company and Atlantia are present.

### ***IFRS 3 Business Combinations***

As set out above, on 29 October 2018 Abertis Participaciones acquired 98.7 per cent. of the Company's share capital from Hochtief. The acquisition of the Company by Abertis Participaciones must be recognised for accounting purposes in accordance with International Financial Reporting Standard 3, Business Combinations ("**IFRS 3**"). Accordingly, the purchaser (Abertis Participaciones) must recognise the assets acquired and liabilities assumed at their fair value on the acquisition date and this recognition is known as the "acquisition method".

The application of the acquisition method requires the carrying out of a calculation which is the difference between (i) the aggregate of (a) the acquisition-date fair value of the consideration transferred for the acquisition and (b) the value of any non-controlling (i.e. non-acquired) interest in the entity being acquired (in this case, 1.3 per cent.) and (ii) the net value of identifiable assets acquired and liabilities assumed as at the acquisition-date (measured in accordance with IFRS 3). The difference is then recognised as goodwill in the accounts of the purchaser (in this case, Abertis Participaciones). Acquisition-related costs are recognised in the statement of profit and loss.

In relation to (b) above, non-controlling interests can be recognised at either (x) their fair value, or (y) the proportionate share in the recognised acquiree's identifiable net assets (determined on a transaction by transaction basis).

As set out above, on 8 February 2019, the Company's shareholders approved the Merger, which is expected to be completed at the end of the first quarter or the beginning of the second quarter of 2019. As a result of the Merger, the total net equity of the Company will increase up to the value of Abertis Participaciones' total net equity as of the date of the Merger's accounting effect (€16.519 million as at 31 December 2018 without considering movement until the closing of the Merger), with an increase, among others, in the assets of the Company in the consolidated balance sheet, including the 'Intangible Assets' and 'Goodwill' line items. This accounting recognition will be reflected in the Company's next consolidated financial statements published after the Merger, which are expected to be the consolidated financial statements for the six-month period ended 30 June 2019.

### ***Sale of Cellnex***

The Company held a 34 per cent. stake in the Spanish listed company Cellnex Telecom, S.A. ("**Cellnex**") following Cellnex's initial public offering on 7 May 2015. On 5 June 2018, the Company completed an accelerated placement of shares in Cellnex among qualified investors. With this placement the Company sold a block of shares representing 4.1 per cent. of Cellnex's issued share capital and as a result held a 29.9 per cent. shareholding in Cellnex. The net proceeds of the transaction for the Company amounted to approximately €13.2 million. Pursuant to the Shareholder Agreement, Hochtief (prior to the sale of its shareholding to Abertis Participaciones) had undertaken to submit to the consideration of the corporate bodies of the Company the sale of the Cellnex stake to Atlantia (or a third party designated by Atlantia).

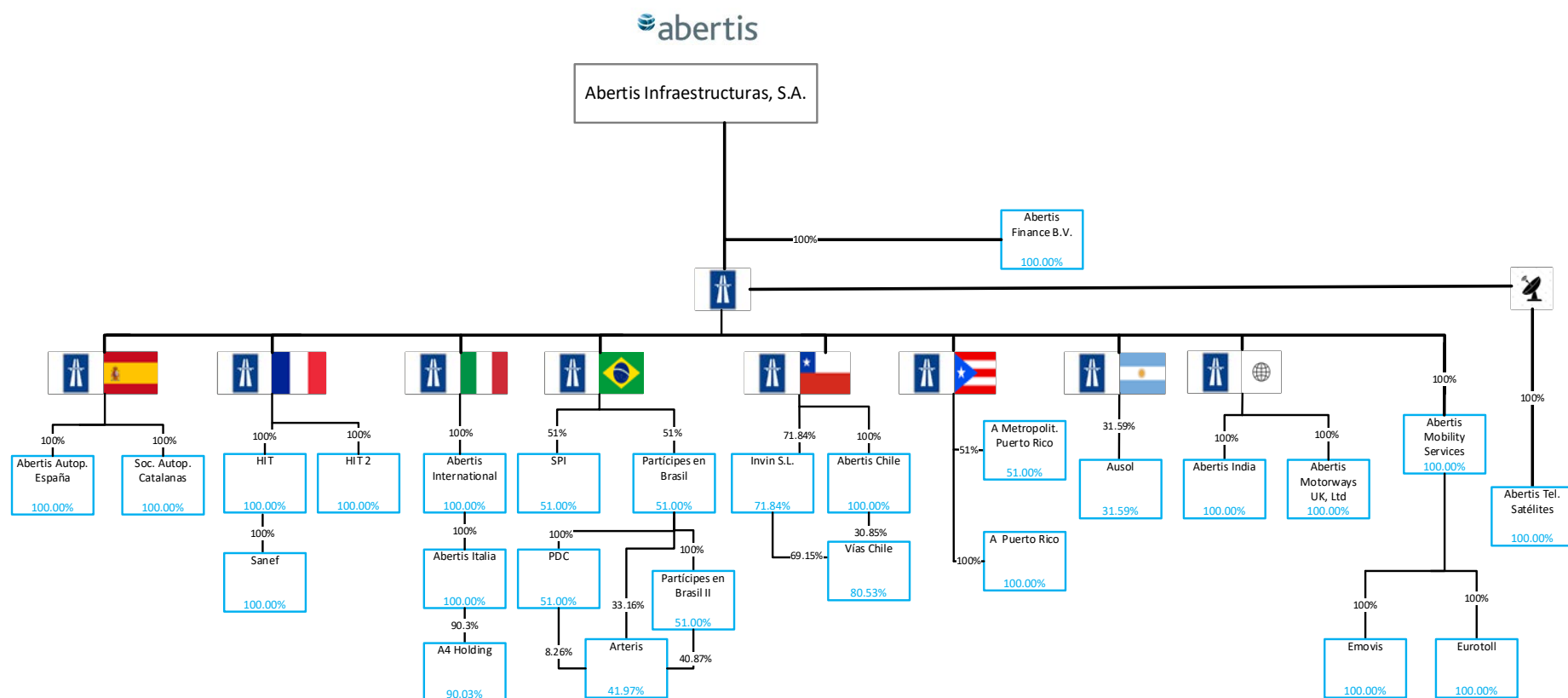
On 23 March 2018, Atlantia entered into a put option with Edizione S.r.l. ("**Edizione**") which was exercised on 12 July 2018 resulting in the Company transferring the shares it owned in Cellnex to Connect S.p.A.

("ConneCT"), a subsidiary of Edizione. The Company has sold to ConneCT ordinary shares which represent 29.9 per cent. of the total share capital of Cellnex, at a price of €1.50 per share. The Company received a total consideration of approximately €1,489.4 million.

As a result, the Company received a total consideration of €1,703 million for the sale of 34 per cent. of Cellnex.

### **Simplified Organisational Structure**

Set forth on the next page is an organisational chart of the Group as at the date of this Base Prospectus:



## KPIs

The following is a table of the key performance indicators of the entire Group as at 31 December 2018 and 31 December 2017 for the years then ended.

	KPI	FY2017 (€Mn)(*)	FY2018 (€Mn)
Group	EBITDA	3,456	3,549 <sup>(2)</sup>
	EBIT	2,089	2,193
	GROSS DEBT	17,825	16,012
	NET DEBT <sup>(1)</sup>	15,367	13,275
	NET FINANCIAL DEBT	15,578	12,538
	CAPEX	1,133	620
	DISCRETIONARY CASH FLOW	1,977	2,251
		<b>FY2017 (%)(*)</b>	<b>FY2018 (%)</b>
	EBITDA MARGIN	65.6	67.5
	EBITDA CONTRIBUTION	100	100

(1) Net debt over EBITDA was 3.7 and 4.4 for the years ended 31 December 2018 and 31 December 2017, respectively.

(2) Absent the impact of changes in the scope of consolidation, changes in financial reporting models, one-off events, inflation and exchange rate effects there was an increase in EBITDA in each country in which the Group operates and an increase of 7 per cent. in the Group's EBITDA, instead of an increase of 2.7 per cent., for the year ended 31 December 2018 when compared to the year ended 31 December 2017.

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

The following is a table of the key performance indicators of the Group by concession operator (revenue and EBITDA generated by the operation of toll roads) as at 31 December 2018 and 31 December 2017 for the years then ended.

Country	Concession Operator and Routes	Abertis Stake	KM	Years left		FY2017 Revenue (€Mn)(**)	FY2017 EBITDA (€Mn)(**)	FY2018 Revenue (€Mn)	FY2018 EBITDA (€Mn)
				Average Daily Traffic Dec 18 (Vehicles)	on concession (Dec 18)				
France.....	Sanef:	100%	1,388	24,981	13	1,236	859	1,288	882
	- A-1 (Paris-Lille)								
	- A-2 (Peronne- Valenciennes)								
	- A-4 (Paris- Strasbourg)								
	- A-16 (Paris- Boulougne sur Mer/Dunkerque)								
	- A-26 (Calais-Troyes)								

Country	Concession Operator and Routes	Abertis Stake	KM	Years left		FY2017 Revenue (€Mn)(**)	FY2017 EBITDA (€Mn)(**)	FY2018 Revenue (€Mn)	FY2018 EBITDA (€Mn)
				Average Daily Traffic Dec 18 (Vehicles)	on concession (Dec 18)				
Spain.....	<i>Sapn:</i>	100%	372	30,158	15	410	291	423	304
	- A-13 (Paris-Caen)								
	- A-14 (Paris La Défense-Orgeval)								
	- A-29 (Le Havre-Saint Quentin)								
	<i>Alis (*):</i>	20%	125		49				
	- A-28 (Rouen- Alençon)								
	<i>A'liénor (*):</i>	35%	150		48				
	- A-65 (Langon-Pau)								
	<i>Acesa:</i>	100%	478	28,166	3	504	411	527	436
	- AP-7 (La Jonquera- Barcelona, Barcelona- Tarragona)								
	- AP-7 (Montmeló- El Papiol)								
	- AP-2 (Saragossa- Mediterráneo)								
	<i>Invicat:</i>	100%	66	52,343	3	119	101	124	95
	- C-31 / C-32 (Montgat-Palafolls)								
	- C-33 (Barcelona- Granollers)								
	<i>Aumar:</i>	100%	468	17,714	1	302	248	317	285
	-AP-7 (Tarragona- Alicante)								
	- AP-4 (Seville-Cádiz)								
	<i>Avasa:</i>	100%	294	14,248	8	149	119	162	131
	- AP-68 (Bilbao- Saragossa)								
	<i>Aucat:</i>	100%	47	26,236	21	99	83	104	83
	- C-32 (Castelldefels- Sitges-El Vendrell)								
	<i>Castellana:</i>	100%	120	17,042	11	119	97	120	92
	- AP-6 (Villalba- Adanero)								
	- AP-51 (Villacastín- Ávila)								
	- AP-61 (San Rafael- Segovia)								
	<i>Aulesa:</i>	100%	38	4,115	37	6	3	6	3
	- AP-71 (León- Astorga)								
	<i>Trados 45 (*):</i>	50%	14	80,092	11				
	- M-45 stretch II								
	<i>Túnel:</i>	50%	46	15,681	19	60	46	63	51
	- Vallvidrera tunnel								
	- Cadí tunnel								

Country	Concession Operator and Routes	Abertis Stake	KM	Average Daily Traffic Dec 18 (Vehicles)	Years left on concession	FY2017 Revenue (€Mn)(**)	FY2017 EBITDA (€Mn)(**)	FY2018 Revenue (€Mn)	FY2018 EBITDA (€Mn)
					(Dec 18)				
	<i>Autema: (*)</i>	24%	48	18,781	18				
	- C-16 Sant Cugat- Terrasa-Manresa								
<b>Brazil .....</b>	<i>Autovias:</i>	42%	317	11,934	0	95	63	81	47
	- (São Carlos- Araraquara)								
	<i>Centrovias:</i>	42%	218	14,733	1	102	68	86	65
	- SP 310 (São Carlos- Cordeirópolis)								
	- SP 225 (Itirapina-Jaú- Bauru)								
	<i>Intervias:</i>	42%	380	10,087	10	110	81	92	52
	- Autopista Monsenhor Clodoaldo de Paiva/Engenheiro João/ Deputado Laércio Corte								
	- Anel Viário Prefeito Jamil Bacar								
	- Autopista Gilberto Sila Telles								
	- Autopista Wilson Finardi								
	- Autopista Vicente Botta								
	- Autopista Doutor Paulo								
	- Via Anhanguera								
	- Autopista Comendador Virgolino de Oliveira								
	<i>ViaPaulista:</i>	42%	720 <sup>(1)</sup>	- <sup>(2)</sup>	29	0	-2	0	-6
	- (Araraquara- Itaporanga)								
	<i>Fernão Dias:</i>	42%	570	25,064	15	83	42	76	24
	- (São Paulo-Belo Horizonte)								
	<i>Fluminense:</i>	42%	320	14,606	15	51	15	46	17
	- (Rio de Janeiro- Espírito Santo)								
	<i>Régis Bittencourt:</i>	42%	390	22,428	15	102	57	91	47
	- (Curitiba-São Paulo)								
	<i>Litoral Sul:</i>	42%	406	36,652	15	81	38	73	30
	- (Palhoça/ Florianópolis- Curitiba/Quatro Barras)								
	<i>Planalto Sul:</i>	42%	413	6,983	15	36	10	34	9
	- (Capao Alto-Curitiba)								
<b>Chile<sup>(3)</sup> ....</b>	<i>Elqui:</i>	81%	229	6,949	4	25	14	26	16
	- Los Vilos-La Serena								

Country	Concession Operator and Routes	Abertis Stake	KM	Years left		FY2017 Revenue (€Mn)(**)	FY2017 EBITDA (€Mn)(**)	FY2018 Revenue (€Mn)	FY2018 EBITDA (€Mn)
				Average Daily Traffic Dec 18 (Vehicles)	on concession (Dec 18)				
	<i>Rutas del pacífico:</i>	81%	141	36,836	5	114	91	114	92
	- Santiago de Chile- Valparaíso- Viña del Mar								
	<i>Autopistas del sol:</i>	81%	133	43,252	3	71	56	81	66
	- Santiago de Chile- San Antonio								
	<i>Autopista de los andes:</i>	81%	92	8,602	18	26	16	30	19
	- Los Andes-Ruta 5 Norte								
	<i>Autopista de los libertadores:</i>	81%	116	20,547	8	22	12	22	13
	- Santiago-Colina-Los Andes								
	<i>Autopista Central:</i>	76%	62	90,700	13	226	183	262	215
	- Eje Norte-Sur  - Eje General Velásquez								
<b>Italy .....</b>	<i>Autostrada Brescia Verona Vicenza Padova (A4) :</i>	90%	236	65,395	8	395	195	411	217
	- A4 (Brescia-Padova)  - A31(Piovene Rocchette-Badia Polesine)								
<b>Puerto Rico (US)</b>	<i>Metropistas:</i>	51%	88	70,488	43	113	77	118	77
	- PR-22 San Juan- Arecibo								
	- PR-5 San Juan- Bayamón								
	<i>APR:</i>	100%	2	18,397	26	19	15	20	15
	- Teodoro Moscoso Bridge								
<b>Argentina</b>	<i>GCO:</i>	43%	56	76,925	12	99	33	109	63
	- Buenos Aires-Luján								
	<i>Ausol:</i>	32%	119	84,739	12	129	38	124	60
	- Autopista Panamericana  - Autopista General Paz								
<b>India .....</b>	<i>TTPL:</i>	100%	94	19,146	8	14	9	17	11
	- NH 45 Trichy- Ulundurpet								
	<i>JEPL:</i>	100%	58	22,840	8	11	7	13	10
	- NH 44 Hyderabad- Jadcherla								
<b>Colombia</b>	<i>Coviandes (*):</i>	40%	86	9,874	1				
	- (Santa Fe de Bogota- Villavicencio)								

Country	Concession Operator and Routes	Abertis Stake	KM	Years left		FY2017 Revenue (€Mn)(**)	FY2017 EBITDA (€Mn)(**)	FY2018 Revenue (€Mn)	FY2018 EBITDA (€Mn)
				Average Daily Traffic Dec 18 (Vehicles)	on concession (Dec 18)				
UK .....	RMG (*): - A1-M (Alconbury-Peterborough) - A419/417 (Swindon-Gloucester)	33%	74	48,011	8				

(\*) Investments in associates which are accounted for using the equity method.

(\*\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, in the framework of the change in the Company's shareholders, to provide more homogenous information in the context of the integration in Atlantia's consolidated group, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

- (1) This number includes the 317 km of Autovias, which expires in April 2019. Via Paulista will manage its toll roads in 2019.
- (2) This concession is not yet operational.
- (3) The Abu Dhabi Investment Authority (Adia) maintains through various shareholdings the equivalent to a 20% interest in the economic rights of the Company's business in Chile.
- (4) The Group has set up a trust in respect of 5.73 per cent. of the share capital in GCO. See Note 2.h.i in the audited consolidated financial statements of the Company for the year ended 31 December 2018.

## Overview of the Group's Business

As at the date of this Base Prospectus, the Group's assets and operations are located in 14 countries across Europe, North America, South America and Asia. The Group's business is the development, maintenance and operation of toll road projects under concession agreements. Concession agreements are contracts under which a public sector entity agrees with a private company to construct and operate certain infrastructure for a period of time in consideration for the right to collect tolls, with the private company returning the infrastructure to the public sector entity at the end of the term of the concession.

The Group's current strategy focuses on a long-term outlook for investments, sustainable growth and national and international competitiveness, an approach of a global nature, a mission to actively participate in management and to ensure service quality and a close relationship with the Group's customers. The strategy aims, by means of efficient management and rigorous analysis of opportunities, to grow profitably, to support sustainable shareholder returns. The Group pursues a disciplined growth strategy focused on markets with stable legal frameworks in North America, Western Europe, Latin America or Australia.

Toll road concession projects are long-term, capital-intensive projects that can typically be divided into two distinct phases: the construction phase and the operation phase. The construction phase, involving the design and construction of the toll road, requires large capital expenditures, during which usually no revenues are received, except for projects that include sections of roads that are already in operation. The great majority of projects taken on by the Group are brownfield projects, where it acts as project manager for the construction work carried out on a concession project, using third-party contractors. Once the construction phase is completed, the operation phase begins, which involves operating and maintaining the toll road and equipment related to the concession. Once a toll road is operational, tolls are collected and a lower level of capital expenditure is required. Revenues from toll road concessions depend on the volume of traffic and the tariffs. Average daily traffic ("ADT") has increased on the Group's toll roads from 2014 to December 2018 by 5.3 per cent. in Chile, 4.1 per cent. in Spain, 1.8 per cent. in France and 0.9 per cent. in Brazil (Italy has increased 2.3 per cent. since 2016). In 2018, ADT has increased by 3.0 per cent. in Chile, 3.3 per cent. in Spain, 1.7 per cent. in France, 0.8 per cent. in Brazil and 1.2 per cent. in Italy. The tariffs are typically set by the relevant governmental authority in the concession agreement and usually increase in line with inflation (see "*Risk Factors—The Group does not have discretion to increase the tariffs on its toll roads*"). The revenues therefore depend greatly on the level of traffic on the road (see "*Risk Factors—The Group is exposed to risks relating to the volume of traffic using its roads*"). Expenses during the operation phase consist principally of operating expenses, which depend primarily on the length, age and state of repair of the toll road, as well as factors such as volumes of heavy traffic and weather conditions and financing expenses, which depend primarily on interest rates. In addition, some concession arrangements may contractually require the Group to maintain a certain level of capital expenditure or maintenance investment in the relevant toll road.



The following is a description of the Group's primary concessions by country as at the date of this Base Prospectus:

### **France**

The Group generated 33 per cent. of its total revenues in the year ended 31 December 2018 in France, which is now the Group's largest market. Through various purchase transactions in 2017, the Company assumed a 100 per cent. stake in Holding d'Infrastructures de Transport ("**HIT**") (which itself holds 100 per cent. of Sanef), up from 53 per cent. as at 31 December 2016. The Group directly manages 1,760 km of toll roads. Investee (not controlled) companies manage 275 km.

Tariff rates are regulated and adjusted in accordance with local laws and the respective concessions contracts. Adjustments in tariff rates for the concessions are made on an annual basis and determined by reference to factors including inflation, with a minimum annual rate increase of 70 per cent. of the inflation index.

<b>Country</b>	<b>KPI</b>	<b>FY2017 (€Mn)(*)</b>	<b>FY2018 (€Mn)</b>
France	EBITDA	1,162	1,200
	EBIT	792	836
	GROSS DEBT	6,309	5,677
	NET DEBT	4,951	5,236
	DISCRETIONARY CASH FLOW	639	708
		<b>FY2017 (%)(*)</b>	<b>FY2018 (%)</b>
	EBITDA MARGIN	68.5	68.5
	EBITDA CONTRIBUTION	34	34

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

The main concession arrangements in France are the following:

### **Sanef**

Sanef and the French Government entered into a concession arrangement for the maintenance and operation of toll roads in northern France (A1, Paris-Lille, and A2, Paris-Valenciennes) and eastern France (A4, Paris-Strasbourg) as well as the Paris ring roads (A16, Paris-Boulogne-sur-Mer; A26, Calais-Troyes; and A29, Amiens-Neuchâtel-en-Bray). Following a June 2015 agreement with the French Government on "*Plan Relance*" for the French toll roads, with the aim of upgrading the toll road network, the concession has been extended by two years, until 31 December 2031 (granted in 1963).

### **Sapn**

Sapn (wholly-owned by Sanef) and the French Government entered into a concession arrangement for the maintenance and operation of toll roads in western France (A13, Paris-Caen, and A14, Paris La Défense - Orgeval) as well as the Paris ring road (A29, Le Havre-Saint Quentin). Following a June 2015 agreement with the French Government on "*Plan Relance*" for French toll roads, with the aim of upgrading the toll road network, the concession (granted in 1963) has been extended by three years and eight months, until 31 August 2033.

### *Investment Obligations*

In January 2017, Sanef entered into a memorandum of understanding with the French Government to launch a new investment plan to modernise its network, such memorandum of understanding being ultimately agreed on 24 July 2018. Under the agreement, Sanef will invest €122 million in various projects in exchange for an additional annual increase in tolls for 2019-2021 (0.225 per cent. for Sanef and 0.218 per cent. for Sapn).

The HIT and Sanef sub-group, within the framework of "*Plan Relance*" for French toll roads formalised in 2015, reached an agreement with the French Government to make investments of approximately €600 million to upgrade the toll road network in exchange for the extension of the term of the concessions (two years for Sanef and three years and eight months for Sapn). As at 31 December 2018, investments amounting to €266 million had been made (€151 million as at 31 December 2017).

### *Spain*

The Group generated 27 per cent. of its total revenues in the year ended 31 December 2018 in Spain (26 per cent. in the year ended 31 December 2017). The Group operates concessions in this country directly through concession companies Acesa, Invicat, Aucat, Túnels, Aumar, Iberpistas, Castellana, Avasa and Aulesa (each as defined below) and also has a non-controlling interest in Autema and Trados 45. The Group has 9 concessions in Spain, directly managing 1,559 km of toll roads. In addition, Investee (not controlled) companies manage 63 km (2 concessions).

Tariff rates are regulated and adjusted in accordance with local laws and the respective concessions contracts. Adjustments in tariff rates for the concessions are made on an annual basis and determined by reference to factors including the consumer price index and traffic volumes.

<b>Country</b>	<b>KPI</b>	<b>FY2017 (€Mn)(*)</b>	<b>FY 2018 (€Mn)</b>
Spain	EBITDA	1,112	1,172
	EBIT	799	863
	GROSS DEBT	529	554
	NET DEBT	501	531
	DISCRETIONARY CASH FLOW	803	892
		<b>FY2017 (%)(*)</b>	<b>FY2018 (%)</b>
	EBITDA MARGIN	81.7	82.2
	EBITDA CONTRIBUTION	32	33

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

The main concession arrangements in Spain are the following:

#### *Acesa*

Acesa and the Spanish Ministry of Public Works entered into a concession arrangement for the construction, maintenance and operation of the AP-7 and AP-2 toll roads, which expires on 31 August 2021 (granted in 1967). Following the signing of the concession arrangement and without extending the term thereof, an agreement was entered into with the grantor (amending certain aspects of the concession arrangement) to widen the AP-7 toll road between la Jonquera and Vilaseca/Salou to three lanes over a 123 km stretch, for

a planned investment of €500 million (at 2006 prices). See *"Information on the Group—Litigation and Arbitration—Royal Decree 457/2006 (Acesa)"*.

#### *Invicat*

Invicat and the Catalonia Autonomous Community Government entered into a concession arrangement for the construction, maintenance and operation of the C-32, C-31 and C-33 toll roads of the Catalonia Autonomous Community Government, which expires on 31 August 2021 (granted in 1967). Subsequent to the signing of the concession arrangement and without extending the term thereof, an agreement was entered into with the grantor amending certain aspects of the concession arrangement and establishing the general conditions for modifying and adapting the stretch of the C-32 toll road between Palafolls and the junction with the GI-600 road that is being widened, in addition to other road and mobility management improvements linked to the toll road and its operation in the Maresme corridor, with a planned investment of €96 million.

In addition, an agreement with the concession grantor dated 23 December 2013 (which came into force on 1 January 2014) amended certain aspects of the concession and provided for toll unification measures, auxiliary upgrade work in the area of influence of the toll road and measures to favour the financing of public-transportation policies and mobility. A system to remunerate these measures was decided upon, including the possible extension of the concession term.

#### *Aucat*

Aucat and the Catalonia Autonomous Community Government entered into a concession arrangement for the construction, maintenance and operation of the C-32 Pau Casals toll road. The concession expires on 26 January 2039 (granted in 1989). Subsequently, an agreement with the authorities dated 23 December 2013 (which came into force on 1 January 2014) amended certain aspects of the concession and provided for toll unification measures, auxiliary upgrade work in the area of influence of the toll road and measures to favour the financing of public-transportation policies and mobility. A system to remunerate these measures was decided upon, including the possible extension of the concession term.

#### *Túnel*s

Túnel and the Catalonia Autonomous Community Government entered into a concession arrangement for the maintenance and operation of the Vallvidrera tunnel and the Cadí tunnel (and their corresponding accesses) for a term of 25 years, which ends on 31 December 2037 (granted on 31 December 2012).

#### *Aumar*

Aumar and the Spanish Ministry of Public Works entered into a concession arrangement for the construction, maintenance and operation of the AP7 (Tarragona-Valencia and Valencia-Alicante) and AP4 (Seville- Cádiz) toll roads. The concession was unified by Royal Decree 1132/1986, of 6 June, and expires on 31 December 2019, pursuant to Royal Decree 1674/1997, of 31 October.

#### *Castellana*

Castellana and the Spanish Ministry of Public Works entered into a concession arrangement for the construction, maintenance and operation of the section of the AP-6 toll road that connects with Segovia (AP-61) and the section of the AP-6 toll road that connects with Avila (AP-51). The arrangement expires in November 2029 (granted in 1999) pursuant to the arrangement itself and based on the traffic levels between November 2015 and November 2019. In addition, it should be noted that this company was awarded, from January 2018 (until November 2029), the concession arrangement previously operated by Iberpistas.

#### *Avasa*

Avasa and the Spanish Ministry of Public Works entered into a concession arrangement for the construction, maintenance and operation of the Bilbao-Zaragoza stretch of the Ebro Toll Road, now the AP-68 toll road, which expires on 11 November 2026 (granted in 1973).

## *Aulesa*

Aulesa and the Spanish Ministry of Public Works entered into a concession arrangement for the construction, maintenance and operation of the León-Astorga toll road, which expires on 11 March 2055 (granted in 2000).

## *Investment Obligations*

Royal Decree 483/1995 sets forth the agreement entered into in January 2010 between Invicat and the Catalonia Autonomous Community Government and includes a schedule containing a framework cooperation agreement setting forth the general conditions for modifying and adapting the stretch of the C-32 toll road between Palafolls and the junction with the GI-600 road that is being widened, in addition to other road and mobility management improvements linked to the toll road and its operation in the Maresme corridor.

Within the framework of the aforementioned agreement, on 19 March 2015 a new agreement was entered into to include the construction, upkeep and operation of a new toll-free access road connecting the toll road with Blanes and Lloret de Mar. The investments to be made are estimated at €59.1 million and will be compensated through cash or through an extension of the duration of the concession agreement.

## *Brazil*

The Group generated 12 per cent. of its total revenues in the year ended 31 December 2018 in Brazil (15 per cent. in the year ended 31 December 2017). The Company has a controlling interest in the following concession companies belonging to the Arteris sub-group: Autovias, (which expires in April 2019), Centrovias, Intervias, Planalto Sul, Fluminense, Fernão Dias, Régis Bittencourt, Litoral Sul, and Via Paulista (each as defined below). The Group has nine concessions in Brazil, directly managing 3,417 km of toll roads.

Tariff rates are regulated and adjusted in accordance with local laws and the respective concessions contracts. Adjustments in tariff rates for the concessions are made on an annual basis and determined by reference to factors including inflation and the level of capital expenditure, where investments are compensated through a right to increase tariffs by a value stipulated under the concession agreements.

<b>Country</b>	<b>KPI</b>	<b>FY2017 (€Mn) (*)</b>	<b>FY2018 (€Mn)</b>
Brazil	EBITDA	429	293
	EBIT	172	45
	GROSS DEBT	1,498	1,582
	NET DEBT	1,320	1,347
	DISCRETIONARY CASH FLOW	164	125
		<b>FY2017 (%)(*)</b>	<b>FY2018 (%)</b>
	EBITDA MARGIN	55.0	47.4
	EBITDA CONTRIBUTION	12	8

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

The concession arrangements in Brazil are the following:

#### *Autovías*

Autovías (DER/SP no. 18/CIC/97, governed by State Decree no. 42,646 of 18 December 1997, modified by Amendment (*Termo Aditivo e Modificativo*) no. 19/14 of 16 January 2015) and the São Paulo Road and Highway Department (*Departamento de Estradas e Rodagem de São Paulo*) entered into a concession arrangement, granted on 1 September 1998, for the construction, maintenance and operation of the SP-334, SP-255, SP-330, SP-318 and SP-345 toll roads that connect the municipalities of França, Batatais, Ribeirão Preto, Araraquara, São Carlos and Santa Rita do Passa Quatro, which expires in April 2019 following an extension agreed in February 2019. Following such expiry, Via Paulista will manage Autovias' toll roads from 2019 onwards.

#### *Centrovías*

Centrovías (DER/SP no. 16/CIC/97, governed by State Decree no. 42,411 of 30 October 1997, which was modified by Amendment (*Termo Aditivo e Modificativo*) no. 11 of 21 December 2006) and the São Paulo Road and Highway Department (*Departamento de Estradas e Rodagem de São Paulo*) entered into a concession arrangement for the construction, maintenance and operation of the SP 310-225 toll road between the municipalities of Cordeirópolis and São Carlos and between Itirapina and Bauru, which expires in June 2019 (granted in June 1998).

#### *Intervías*

Intervías (DER/SP no. 19/CIC/98, governed by State Decree no. 42,411 of 30 October 1997, which was modified by Amendment no. 14/06 of 21 December 2006) and the São Paulo Road and Highway Department (*Departamento de Estradas e Rodagem de São Paulo*) entered into a concession arrangement for the construction, maintenance and operation of the toll road covering the SP-147-370-215 routes, which connect the municipalities of Itapira, Mogi-Mirim, Limeira, Piracicaba, Conchal, Araras, Rio Claro, Casa Branca, Porto Ferreira and São Carlos (lot 6), which expires in April 2028 following a three-month extension agreed on 14 January 2016 (operation began in February 2000).

#### *Planalto Sul*

Planalto Sul (governed by Bid Announcement (*Edital de Licitação*) no. 006/2007 of 15 February 2008) and the National Highway Transportation Agency (*Agência Nacional de Transportes Terrestres* ("**ANTT**")) entered into a concession arrangement for the construction, maintenance and operation of the BR-116/PR/SC toll road (lot 02) from the outskirts of Curitiba in the State of Paraná to the state line between Río Grande do Sul and Santa Catarina, which expires in February 2033.

#### *Fluminense*

Fluminense (regulated by Bid Announcement no. 004/2007 of 15 February 2008) and the ANTT entered into a concession arrangement for the construction, maintenance and operation of the BR-101/RJ toll road (lot 04) that crosses Rio de Janeiro State, running from the Niteroi bridge north of the city to the Espírito Santo state line, which expires in February 2033.

#### *Fernão Dias*

Fernão Dias (regulated by Bid Announcement no. 002/2007 of 15 February 2008) and the ANTT entered into a concession arrangement for the construction, maintenance and operation of the BR-381-MB/SP toll road (lot 05), which connects the São Paulo ring road to Belo Horizonte, Minas Gerais, which expires in February 2033.

#### *Régis Bittencourt*

Régis Bittencourt (regulated by Bid Announcement no. 001/2007 of 15 February 2008) and the ANTT entered into a concession arrangement for the construction, maintenance and operation of the BR-116-SP/PR toll road (lot 06), which connects the São Paulo ring road to Curitiba, Paraná, which expires in February 2033.

### *Litoral Sul*

Litoral Sul (regulated by Bid Announcement no. 003/2007 of 15 February 2008) and the ANTT, entered into a concession arrangement for the construction, maintenance and operation of the BR-116, BR-376/PR and BR-101/SC toll roads (lot 07), which connect the city of Curitiba, Paraná, and Florianópolis, Santa Catarina, which expires in February 2033.

### *Via Paulista*

Via Paulista (ARTESP nº0359-ARTESP-2017, governed by State Decree no. 62,333 of 21 December 2016) and the São Paulo Road and Highway Department (*Departamento de Estradas e Rodagem de São Paulo*) entered into a concession arrangement for the construction, maintenance and operation of the SP-334, SP-255, SP-257, SP-330, SP-318, SP-328, SP-249, SP-304, SP-281, SP-304/310 and SP-345 toll roads that connect the municipalities of Franca, Batatais, Ribeirão Preto, Araraquara, São Carlos, Santa Rita do Passa Quatro, Jaú, Avaré, Itaí, Itaporanga and Riversul, which expires in November 2047 (granted on 22 November 2017).

### *Investment Obligations*

In connection mainly with the concession arrangements of the toll road concession operators of the Arteris sub-group, the Group has the following obligations to invest in upgrading the infrastructure or increasing its capacity:

(nominal amount)	FY2018 (Mn)		FY2017 (Mn)	
	Brazilian Reais	€	Brazilian Reais	€
Concession operators dependent on the Brazilian Federal Government <sup>(1)</sup>	1,986	447	2,323	585
Concession operators dependent on the State of São Paulo <sup>(2)</sup>	3,937	886	3,158	795
	<b>5,923</b>	<b>1,333</b>	<b>5,481</b>	<b>1,380</b>

(1) The construction and maintenance period is expected to last for the concession term, which ends in 2033.

(2) Including 3,707 million Brazilian Reais (approximately €34 million) associated with the new Via Paulista concession that was put out for tender in 2017 and will foreseeably be executed over the concession term up to 2047. During 2018 and supported by a comprehensive analysis of all necessary investments required for Via Paulista until the end of its concession, Arteris had reclassified some applications of IFRIC 12 of this concession to investment obligations, with a net cash effect of around €200 million.

### *Chile*

The Group generated 10 per cent. of its total revenues in the year ended 31 December 2018 in Chile (9 per cent. in the year ended 31 December 2017). The Group's operations consist of controlling interests in the concession companies belonging to the Vias Chile sub-group: Autopista Central, Rutas del Pacífico, Elqui, Andes, Sol, and Libertadores (each as defined below), managing a total of 773 km of toll roads.

Tariff rates are regulated and adjusted in accordance with local laws and the respective concessions contracts. Adjustments in tariff rates for the concessions are made on an annual basis, except for Sol in respect of which adjustments are made on a semi-annual basis, and determined by reference to factors including inflation.

Country	KPI	FY2017 (€Mn)(*)	FY2018 (€Mn)
Chile .....	EBITDA	378	421
	EBIT	147	188
	GROSS DEBT	1,218	868
	NET DEBT	677	373
	DISCRETIONARY CASH FLOW	207	269
		<b>FY2017</b> <b>(%)(*)</b>	<b>FY2018</b> <b>(%)</b>
	EBITDA MARGIN	77.2	78.2
	EBITDA CONTRIBUTION	11	12

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

The main concession arrangements in Chile are the following:

#### *Autopista Central*

Autopista Central and the Ministry of Public Works of Chile entered into a concession arrangement for the construction, maintenance and operation of the North-South corridor and the General Velásquez corridor (62 km), both in Santiago, Chile, ending in July 2031. Pursuant to a non-binding framework memorandum of understanding relating to the possible performance of additional construction work, negotiations are in progress with the grantor.

#### *Rutas del Pacífico*

Rutas del Pacífico and the Ministry of Public Works of Chile entered into a concession arrangement for the construction, maintenance and operation of the Santiago-Valparaíso-Viña del Mar link road and the Southern Artery (*Troncal Sur*), with a maximum term of 25 years, until August 2024, conditional upon completing the offered ITC (*Ingresos Totales de la Concesión*). The offered ITC being the total concession revenue that the winning bidder proposes to achieve from the concession calculated at the present value of toll income, which at the date of this Base Prospectus could be met in 2023.

#### *Elqui*

Sociedad Concesionaria del Elqui, S.A. ("**Elqui**") and the Ministry of Public Works of Chile entered into a concession arrangement for the construction, maintenance and operation of the Los Vilos-La Serena stretch of Ruta 5, which expires in December 2022.

#### *Andes*

Sociedad Concesionaria de los Andes, S.A. ("**Andes**") and the Ministry of Public Works of Chile entered into a concession arrangement for the construction, maintenance and operation of the Camino Internacional Ruta 60 Ch toll road, which crosses the districts of Los Andes, San Esteban, Santa María, San Felipe, Panquehue, Catemu, Llay-Llay, Hijuelas, La Calera, La Cruz, Quillota, Limache and Villa Alemana, which expires in July 2036.

#### *Sol*

Sociedad Concesionaria Autopista del Sol, S.A. ("**Sol**") and the Ministry of Public Works of Chile entered into a concession arrangement for the construction, maintenance and operation of the Santiago-San Antonio toll road, which expires in May 2019. Pursuant to a non-binding framework memorandum of understanding

relating to the possible performance of construction work, the concession term was extended until March 2021.

#### *Libertadores*

Sociedad Concesionaria Autopista Los Libertadores, S.A. ("**Libertadores**") and the Ministry of Public Works of Chile entered into a concession arrangement for the construction, maintenance and operation of the Santiago-Colina-Los Andes toll road, which expires in March 2026.

#### *Investment Obligations*

In 2016, Autopista Central entered into a non-binding framework memorandum of understanding with the Chilean Ministry of Public Works relating to the possible performance of construction work in connection with the Nudo de Quilicura junction (the estimated investment in building works amounts to close to 389 billion Chilean pesos ("**CLP**"), approximately €489 million at 31 December 2018), which in return would entail the extension of the concession arrangement by 32 months (after the Maipo bridge project is fully compensated). As at the date of this Base Prospectus, this memorandum of understanding had not yet been executed.

In the case of Sol, in March 2018 a Supreme Decree was published formalising the framework memorandum of understanding and the resolution ordering the performance of the engineering work (both documents signed in 2016 with the Chilean Ministry of Public Works) relating to the project for construction work associated mainly with the construction of third lanes leading to Talagante. The estimated maximum investment is approximately CLP 132 billion (approximately €166 million at 31 December 2018 including VAT and project administration expenses) which in return has led to the extension of the concession arrangement from May 2019 to March 2021. As at 31 December 2018, investments amounting to CLP 1.4 billion had been made (approximately €1.8 million at 31 December 2018).

On 17 December 2018, a resolution was handed down by the Ministry of Public Works ordering the performance of engineering and construction work associated with the implementation of a free-flow electronic tolling system in the Sol concession. The estimated maximum investment is close to CLP 17 billion (around €22 million as at 31 December 2018). The investments, loss of revenue and increased costs associated with the implementation and operation of the system will be offset by an 8-month extension to the concession arrangement, and the Chilean Ministry of Public Works may choose to replace this extension with a direct payment of the balance of investments, losses and costs not yet settled in this regard. The resolution will require the execution of a supplementary agreement which will then be published in the Chilean Official Gazette at which time it will become fully effective.

In addition, on 25 January 2018 Sol entered into a new non-binding framework memorandum of understanding with the Chilean Ministry of Public Works relating to the possible performance of construction work in connection with the new access to San Antonio Port, the estimated maximum investment being around CLP 26 billion (approximately €33 million as at 31 December 2018), which in return would entail the extension of the concession arrangement by 13 months from March 2021 to April 2022. As at the date of this Base Prospectus, this memorandum of understanding had not yet been executed.

On 25 January 2018, Rutas del Pacífico entered into a non-binding framework memorandum of understanding with the Chilean Ministry of Public Works relating to the possible performance of construction work with an estimated maximum investment of close to CLP 120 billion (approximately €151 million as at 31 December 2018), which in return would entail the extension of the concession arrangement by 24 months. As at the date of this Base Prospectus, this memorandum of understanding had not yet been executed.

In addition, on 31 May 2018 Rutas del Pacífico entered into a non-binding framework memorandum of understanding with the Chilean Ministry of Public Works relating to the possible performance of construction work associated with the implementation of a free-flow electronic tolling system, with an estimated maximum investment of close to CLP 16 billion (around €20 million as at 31 December 2018). The investments, loss of revenue and increased costs associated with the implementation and operation of the system will be offset by a ten-month extension to the concession arrangement. This memorandum of understanding was executed in November 2018 by means of an *Ad Referendum* agreement and, in December 2018, was published in the Chilean Official Gazette at which time it became fully effective.



On 31 May 2018, Libertadores agreed with the Chilean Ministry of Public Works the basis for a future non-binding framework memorandum of understanding relating to the possible performance of construction work associated with the implementation of a free-flow and 'stop & go' electronic tolling system, with an estimated maximum investment of close to CLP 5 billion (around €6 million as at 31 December 2018). The investments, loss of revenue and increased costs associated with the implementation and operation of the system will be offset by a 12-month extension to the concession arrangement, and the Ministry of Public Works may choose to replace this extension with a direct payment of the balance not yet settled in this connection. On 23 November 2018, the Chilean Ministry of Public Works handed down a resolution to carry out engineering and associated works. The resolution will require the execution of a supplementary agreement which will then be published in the Chilean Official Gazette (upon which it will become fully effective).

### Italy

The Group generated 8 per cent. of its total revenues in the year ended 31 December 2018 in Italy (9 per cent. in the year ended 31 December 2017). In 2016, the Company acquired 51.4 per cent. of A4 Holding, for €94 million, of which €89 million will be paid in February 2023 (present value of €509 million at 31 December 2018 and €491 million at 31 December 2017). Through various purchase transactions in 2017, the Company increased its stake in A4 Holding to 90.03 per cent. in 2018. The Italian business has one concession, managing 236 kilometres of toll roads.

Tariff rates are regulated and adjusted in accordance with local laws and the respective concessions contracts. Adjustments in tariff rates for the concessions are made on an annual basis and determined by reference to factors including inflation, a remuneration factor for the investments already made (which could be positive or negative), a remuneration factor for the future investments, and a quality premium in relation to the quality of the pavement and the number of accidents.

Country	KPI	FY2017 (€Mn)(*)	FY2018 (€Mn)
Italy	EBITDA	215	235
	EBIT	80	107
	GROSS DEBT	492	486
	NET DEBT	327	256
	DISCRETIONARY CASH FLOW	142	161
		<b>FY2017 (%)(*)</b>	<b>FY2018 (%)</b>
	EBITDA MARGIN	46.0	54.3
	EBITDA CONTRIBUTION	6	7

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

### Autostrada Brescia Verona Vicenza Padova (A4)

Autostrada Brescia Verona Vicenza Padova S.p.A ("A4") (wholly owned by Autostrada Brescia Verona Vicenza Padova S.p.A (A4 Holding)) and the Italian Government entered into a concession arrangement for the construction, maintenance and operation of a section of the A4 (Brescia-Padova) and A31 (Vicenza-Piovene Rocchette and Vicenza-Badia Polesine) toll roads, which, following the approval of the A31 toll road extension project (the "**Valdastico project**") by the Inter-ministerial Committee for Economic Planning (CIPE) in September 2016, has a confirmed duration until December 2026. The Valdastico project has suffered some delays in the determination of the final lay-out of the Trentino section. Additionally, a recent ruling from the Italian *Consiglio di Stato* (Council of State) overturned a government decision of 2013 approving a preliminary project for the Veneto section before the overall lay-out of the Valdastico

project was determined. This could further delay the commencement of work, as it is likely that an overall project approval is required before any section-specific project is validated. However, this does not jeopardise the completion of the Valdastico project as such and A4 intends to file an appeal against such ruling by the Italian *Consiglio di Stato*.

#### *Investment Obligations*

In August 2016, the A4 sub-group received approval from the *Comitato Interministeriale per la Programmazione Economica* (CIPE) to upgrade the A31 toll road by carrying out the Valdastico project, which led to the confirmation of the duration of the concession arrangements for the A4 and A31 toll roads until December 2026. The purpose of this project, which is currently being designed, is to build a road interconnection corridor between the d'Astico Valley, the La Valsugana Valley and the Adige Valley and will entail for the A4 sub-group, by the time the project has been completed, estimated total investments of around €2,200 million pursuant to the current economic and financial plan. This investment will be recovered, partly during the remaining concession term (up to December 2026) and partly through an unconditional right to receive an amount from the grantor that will be exercised at the end of the concession term, subject to negotiations with the relevant authority. As at 31 December 2018, investments amounting to €24 million had been made.

#### *Puerto Rico (US)*

In Puerto Rico, the Group controls Metropistas, Apr (each as defined below) and Abertis Mobility Services. It has two concessions and 90 km of roads.

Tariff rates are regulated and adjusted in accordance with local laws and the respective concessions contracts. Adjustments in tariff rates for the concessions are made on an annual basis and determined by reference to factors including the consumer price index.

<b>Country</b>	<b>KPI</b>	<b>FY2017 (€Mn)(*)</b>	<b>FY2018 (€Mn)</b>
Puerto Rico (US)	EBITDA	92	92
	EBIT	64	65
	GROSS DEBT	696	699
	NET DEBT	672	674
	DISCRETIONARY CASH FLOW	53	43
		<b>FY2017 (%)(*)</b>	<b>FY2018 (%)</b>
	EBITDA MARGIN	69.9	66.6
	EBITDA CONTRIBUTION	3	3

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

#### *Apr*

Autopistas de Puerto Rico y Compañía, S.E. ("**Apr**") and the Highway and Transportation Authority (*Autoridad de Carreteras y Transportación*) ("**ACT**") entered into a concession arrangement for the design, construction, maintenance and operation of the Teodoro Moscoso Bridge in San Juan, Puerto Rico, which expires on 3 April 2044.

### *Metropistas*

Autopistas Metropolitanas de Puerto Rico Llc. ("**Metropistas**") and the ACT entered into a concession arrangement for the upgrade, maintenance and operation of the PR-22 toll road (83 kilometres connecting the capital of Puerto Rico, San Juan, with the city of Hatillo) and the PR-5 toll road (4 kilometres of the PR-5, crossing the Bayamon metropolitan area), which was due to expire on 22 September 2051. Subsequently, on 21 April 2016 Metropistas entered into an agreement with the ACT amending the concession arrangement for the PR-5 and PR-22 toll roads to extend the term of the concession of these toll roads by ten years. The concession expires on 22 September 2061.

### *Investment Obligations*

As at the date of this Base Prospectus, there are no future expansion investment obligations under the concession agreements.

### *Argentina*

The Group has a non-controlling interest in Sociedad Concesionaria Autopista del Sol, S.A. ("**Ausol**") (49.92 per cent. of the votes and 31.59 per cent. of the shares) and Grupo Concesionario del Oeste ("**GCO**") (49.99 per cent. of the votes and 42.87 per cent. of the shares). It has two concessions across 175 kilometres of toll roads.

Tariff rates are regulated and adjusted in accordance with local laws and the respective concessions contracts. Adjustments in tariff rates for the concessions are made twice a year and determined by reference to factors including inflation, currency devaluation and capital expenditure.

<b>Country</b>	<b>KPI</b>	<b>FY2017 (€Mn)(*)</b>	<b>FY2018 (€Mn)</b>
Argentina	EBITDA	71	124
	EBIT	62	99
	GROSS DEBT	-	-
	NET DEBT	-3	-9
	DISCRETIONARY CASH FLOW	57	87
		<b>FY2017 (%)(*)</b>	<b>FY2018 (%)</b>
	EBITDA MARGIN	31.3	53.3
	EBITDA CONTRIBUTION	2	3

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

### *Ausol*

Ausol and the Government of Argentina entered into a concession arrangement on 19 July 1994, for the upgrade, expansion, remodelling, upkeep, maintenance, operation and management of the northern access to the city of Buenos Aires, which was due to expire on 31 December 2020. Subsequently, on 3 July 2018, Ausol and the National Highway Administration of Argentina (*Dirección Nacional de Vialidad de Argentina*) entered into an agreement that amended the concession arrangement for the Autopista del Acceso Norte de Buenos Aires toll road to extend its term by ten years, that would end on 31 December 2030.

### *Grupo Concesionario del Oeste (GCO)*

GCO and the Government of Argentina entered into a concession arrangement for the construction, maintenance and operation of Autopista del Oeste of Buenos Aires, which was due to expire on 31 December 2018. Subsequently, on 3 July 2018 GCO and the National Highway Administration of Argentina (*Dirección Nacional de Vialidad de Argentina*) entered into an agreement that amended the concession arrangement for the Autopista del Oeste de Buenos Aires toll road to extend its term by twelve years, that would end on 31 December 2030.

### *Investment Obligations*

On 24 July 2018, the agreements entered into by the Argentine consolidated companies Ausol and GCO with the Argentine government were formalised. These agreements involve, among other aspects, the recognition of the outstanding measures to restore the economic and financial balance of the aforementioned companies (caused mainly by tariff deficits), for a total compensation of USD 746 million (USD 499 million for Ausol and USD 247 million for GCO (which translated into an aggregate amount of approximately €631 million using the exchange rate as at 31 December 2018)), an additional investment plan to improve the existing network for a joint amount of USD 680 million (USD 430 million for Ausol and USD 250 million for GCO), (which translated into an aggregate amount of approximately €576 million using the exchange rate as at 31 December 2018)), a new tariff review scheme and the termination of proceedings between the parties.

In addition, this agreement entails, among other risks, the assumption of the demand risk by the grantor, the extension of the concession arrangement until the end of 2030 and the remuneration of the compensation balance associated with the measures to restore the economic and financial balance at an explicit interest rate on the compensation balance and, lastly, the payment by the granting entity of the amount of the compensation balance not recovered during the extension period.

### *Other international operations*

The following is a table of the key performance indicators of the Group's international concession operations (covering India, the UK and Abertis Mobility Services) as at 31 December 2017 and 31 December 2018 for the year then ended in each case.

<b>Country</b>	<b>KPI</b>	<b>FY2017 (€Mn)(*)</b>	<b>FY2018 (€Mn)</b>
International	EBITDA	34	35
	EBIT	14	13
	GROSS DEBT	81	72
	NET DEBT	6	-12
	DISCRETIONARY CASH FLOW	27	21
		<b>FY2017 (%)(*)</b>	<b>FY2018 (%)</b>
	EBITDA MARGIN	29.3	29.4
	EBITDA CONTRIBUTION	1	1

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

## **India**

The Group controls Trichy Tollway Private Limited ("**TTPL**") and Jadcherla Expressways Private Limited ("**JEPL**") (each as defined below) in India, having bought these two concession operators in March 2017. This represents a total of two concessions covering 152 kilometres of toll roads.

Tariff rates are regulated and adjusted in accordance with local laws and the respective concessions contracts. Adjustments in tariff rates for the concessions are made on an annual basis and determined by reference to factors including the whole sale price index as released by the Indian Office of the Economic Advisor, Ministry of Commerce and Industry.

### **TTPL**

TTPL and the National Highways Authority of India entered into a concession arrangement for the maintenance and operation of the 94-km NH-45 toll road and its corresponding access roads for a term of 20 years, which ends on 25 December 2026 (granted on 30 June 2006).

### **JEPL**

JEPL and the National Highways Authority of India entered into a concession arrangement for the maintenance and operation of the 58-km NH-7 toll road and its corresponding access roads for a term of 20 years, which ends on 18 August 2026 (granted on 20 February 2006).

### **Investment Obligations**

As at the date of this Base Prospectus, there are no future expansion investment obligations under the concession agreements.

## **Abertis Mobility Services**

Abertis Mobility Services is the Group's wholly-owned electronic solutions subsidiary which in turn wholly owns Emovis, operating the Group's electronic tolling and free flow business, and Eurotoll, a payment systems operator. Clients of Abertis Mobility Services include governments and road operators through Emovis, vehicle fleet companies through Eurotoll and citizens as direct clients of investee subsidiaries such as Bip & Go and Bip & Drive, operating in the toll payment devices industry.

Emovis is the leading service delivery and technology arm of the Group in the global markets for all electronic tolling and smart mobility solutions. Emovis operates in Canada, the US, Puerto Rico, the UK, Ireland, France and Croatia, offering free-flow mobility solution advisory, design, implementation, operation and maintenance services. The division operates some of the largest electronic toll infrastructure in the world such as the Dartford Crossing in the UK with an ADT of 159,347 vehicles, as at 31 December 2018, and the M-50 in Ireland with an ADT of 145,517 vehicles, as at 31 December 2018 (respectively 160,000 and 145,000 as at 31 December 2017).

Eurotoll is a leading company providing business to business electronic tolling solutions. As at 31 December 2018, Eurotoll had 100 partners (toll chargers, sales, technical) in Europe, a 92,000 km network and had provided 161,000 electronic toll payment devices. Acquired in 2017, this acquisition seeks to boost the development of a business of electronic toll payment management for heavy vehicles, which is complementary to toll concessions.

## **Holding company**

The following is a table of the key performance indicators of the Group's holding company, Abertis Infraestructuras, S.A., as at 31 December 2017 and 31 December 2018 and for the year then ended in each case.

<b>Country</b>	<b>KPI</b>	<b>FY2017 (€Mn)(*)</b>	<b>FY2018 (€Mn)</b>
Holding(**)	EBITDA	-37	-22
	EBIT	-40	-24

Country	KPI	FY2017 (€Mn)(*)	FY2018 (€Mn)
	GROSS DEBT	7,003	6,074
	NET DEBT	6,916	4,879
	DISCRETIONARY CASH FLOW	-124	-61

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, within the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

(\*\*) Includes the contribution of Abertis Infraestructuras Finance B.V.

### Material Contracts

On 31 October 2018, the Company as borrower entered into a new unsecured credit facility for a principal amount of €150,000,000 with Kutxabank, S.A. as lender (the "**Kutxabank Facility**"). The principal commercial features of the Kutxabank Facility are a termination date of 6 years from the date of its drawdown, a single scheduled repayment of the principal amount outstanding on the termination date and an interest rate of EURIBOR plus a margin to be paid semi-annually.

On 16 November 2018, the Company as borrower entered into a new unsecured revolving credit facility for a maximum principal amount of €50,000,000 with Targobank, S.A.U. as lender (the "**Targobank Facility**"). The principal commercial features of the Targobank Facility are (i) a termination date of 15 November 2024, with the possibility to voluntarily repay amounts drawn under the facility prior to the termination date or to repay the entire drawn amount on the termination date and (ii) an interest rate of EURIBOR plus a margin to be paid quarterly.

On 28 November 2018, the Company as borrower entered into a new unsecured credit facility for a principal amount of €165,000,000 with Banco de Sabadell, S.A. as lender (the "**Sabadell Facility**"). The principal commercial features of the Sabadell Facility are a termination date of 28 March 2024, a single scheduled repayment of the principal amount outstanding on the termination date and an interest rate of EURIBOR plus a margin to be paid quarterly.

On 20 December 2018, the Company as borrower entered into a new unsecured credit facility for a principal amount of €200,000,000 with CaixaBank, S.A. as lender (the "**CaixaBank Facility**"). The principal commercial features of the CaixaBank Facility are a termination date of 20 March 2024, a single scheduled repayment of the principal amount outstanding on the termination date and an interest rate of EURIBOR plus a margin to be paid quarterly or semi-annually (at the Company's discretion).

On 21 December 2018, the Company as borrower entered into a new unsecured credit facility for a principal amount of €250,000,000 with Intesa Sanpaolo S.p.A as lender (the "**Intesa Sanpaolo Facility**"). The principal commercial features of the Intesa Sanpaolo Facility are a termination date of 5 years from the date of its drawdown, a single scheduled repayment of the principal amount outstanding on the termination date and an interest rate of EURIBOR plus a margin to be paid quarterly or semi-annually (at the Company's discretion).

On 10 January 2019, the Company as borrower entered into a new unsecured revolving credit facility for a maximum principal amount of €150,000,000 with Natixis, S.A. as lender (the "**Natixis Facility**"). The principal commercial features of the Natixis Facility are (i) a termination date of 10 January 2025, with the possibility to voluntarily repay amounts drawn under the facility prior to the termination date or to repay the entire drawn amount on the termination date and (ii) an interest rate of EURIBOR plus a margin to be paid monthly, quarterly or semi-annually (at the Company's discretion).

On 10 January 2019, the Company as borrower entered into a new unsecured credit facility for a principal amount of €100,000,000 with Société Générale, Sucursal en España as lender (the "**Société Générale Facility**"). The principal commercial features of the Société Générale Facility are a termination date of 10

July 2024, a single scheduled repayment of the principal amount outstanding on the termination date and an interest rate of EURIBOR plus a margin to be paid monthly, quarterly or semi-annually (at the Company's discretion).

As part of the refinancing strategy relating to the acquisition by Atlantia, ACS, Hochtief (see "*Information on the Group—History—Acquisition by Atlantia, ACS and Hochtief*"), the Company intends to use the proceeds of the above mentioned facilities, constituting an aggregate principal amount of €1,065 million, (among other sources of finance) to repay the bridge loan facilities under the New Facilities Agreement (already partially reduced on 3 January 2019 by means of the net proceeds of the HoldCo Term Loan) to the extent that this indebtedness is assumed by the Company following the payment of the contemplated Extraordinary Dividend, as well as repay other existing or future indebtedness of the Group. See "*Risk Factors—The Company is considering the distribution of an extraordinary dividend which would result in the increase of the indebtedness of the Group*".

### **Recent Developments**

For information on the acquisition of the Group by Atlantia, ACS and Hochtief and the agreement entered into between them, see "*Information on the Group—History—Acquisition by Atlantia, ACS and Hochtief*" and "*IFRS 3 Business Combinations*".

#### *Sale of Hispasat*

On 12 February 2019, the Company reached an agreement with R d El ctrica Corporaci n for the sale of the entirety (89.68 per cent.) of the Group's shareholding in Hispasat for an amount of €49 million (not taking into account the payment of dividends by Hispasat, which will be made prior to the completion of the sale).

The sale follows the decision by the Group in 2017 to discontinue the satellite telecommunications business, carried on by that part of the Group of which the parent is Hispasat, and, therefore, at 31 December 2018, the assets and liabilities associated with the aforementioned subgroup are presented as "held for sale" and the results of the subgroup are presented as discontinued operations in accordance with IFRS. The transaction, which is subject to approval by the Spanish cabinet and the Spanish and Portuguese competition authorities and subject to receiving other standard regulatory authorisations, is expected to be completed in the first half of 2019.

### **The Management Committee**

The management committee, which carries out the day to day operations of the Company, at the date of this Base Prospectus comprises: Mr. Jos  Aljaro Navarro (CEO and Board Member), Mr. Josep Maria Coronas Guinart (General Secretary and Corporate Affairs Managing Director), Mr. Sebasti n Morales Mena (Business Development Director), Mr. Joan Rafel Herrero (People and Organisation Director), Ms. Marta Casas Caba (Legal Counsel Director and Vice General Secretary), Mr. Jordi Lagares Puig (Chief Audit, Risk and Compliance Officer), Ms. Anna Bonet Olivart (Managing Director, Autopistas, Spain), Mr. Arnaud Quemard (Managing Director, Sanef, France), Mr. Andr  Dorf (Chief Executive Officer, Arteris, Brazil), Mr. Luis Miguel de Pablo Ruiz (Managing Director, V asChile, Chile), Mr. Carlos del R o Carca o (Executive Chairman, A4 Holding, Italy) and Mr. Carlos Espin s G mez (Chief Executive Officer, Hispasat).

The business address of each of the members of the management committee at the date of this Base Prospectus is Paseo de la Castellana 39, 28046 Madrid, Spain.

As of the date of this Base Prospectus, the Company believes there are no potential conflicts of interest between any duties owed by the management committee to the Company and their respective private interests and/or other duties. The members of the management committee have no principal activities performed by them outside the Group where these are significant with respect to the Group.

### **Health and Safety**

The Group has implemented a global programme (the "**Global Health & Safety Program**") complementing the extensive local health and safety programmes already in place in its various business units. The Global Health & Safety Program is dedicated to improving health and safety results by developing a robust and uniform health and safety culture across the Group. The program is focused on (i)

defining a global policy on health and safety, (ii) assessing the maturity level of the Group's health and safety culture, (iii) implementing an action plan based on recommendations derived from the assessment and selected health and safety good practices of the various business units of the Group and (iv) enhancing the Group's health and safety management systems.

The Global Health & Safety Program implementation began in the second half of 2017 and will continue until the end of 2019. In 2017, 106,934 hours were dedicated to health and safety training, with the result of work-related accidents being significantly reduced by 32 per cent. compared to 2016 and in 2018 they were reduced by 17 per cent. compared to 2017.

### **Insurance Policy**

The Company maintains an adequate insurance policy that guarantees the coverage of the main insurable risks associated with its activities in all countries where the Company operates ensuring compliance with applicable concessional regulation and the requirements of creditors.

### **Litigation and Arbitration**

The Group is involved in various court proceedings in the course of its activity, the most significant being the following:

#### *Royal Decree 457/2006 (Acesa)*

A claim filed by the Group company Acesa for compensation relating to the guaranteed revenue provided for in Royal Decree 457/2006 approving the agreement (the "**Acesa Agreement**") between the Spanish Government and the aforementioned company to amend certain terms of the concession of which that company is the operator.

The Acesa Agreement envisages, *inter alia*, the building of an additional lane on certain stretches of the AP-7 toll road, implementing a closed-toll system and granting free transit and discounts in certain cases, as well as Acesa's waiver of its right to claim any possible indemnities as a result of the effect that the construction of second lanes on the N-II and CN-340 roads might have on traffic.

The Acesa Agreement establishes that the difference in revenue resulting from the variance between actual traffic and the amount of traffic specified in the Royal Decree until the end of the concession will be added to or subtracted from the investments made in the compensation account created to restore the economic and financial balance that was altered by the obligations assumed by Acesa. The adjusted amount in this compensation account will be received by the concession operator at the end of the concession, once the term of the concession has expired, if the economic and financial balance has not been restored.

The grantor thus secured the undertaking of the concession operator to carry out extension work not included in the concession arrangement, to waive any indemnity that it might be entitled to receive as a result of parallel roads and to give certain rebates and discounts. The grantor is not, however, required to make any payment for the projects and waivers, although it is required to assume a risk relating to the possibility that traffic might not exceed certain thresholds.

Based on the Group's interpretation of Royal Decree 457/2006, the balance of compensation owed to Acesa at 31 December 2018 is €2,951.7 million. Notwithstanding, there is an undisputed portion related to capex that is capitalised by 6.5 per cent. until the expiration of the Acesa concession in 2021, which will be charged in 2022 and which at 31 December 2018 is €890.4 million.

On 29 June 2015 a written request was submitted to the Spanish Cabinet through the Regional Government Office for toll road concession operators in Spain asking that it exercise its powers of interpretation regarding Acesa's concession arrangement, with respect to the correct understanding of the compensation clause included in the Acesa Agreement approved by Royal Decree 457/2006. In connection with this, on 30 September 2015, Acesa filed an appeal for judicial review at the Supreme Court against the dismissal of the request submitted to the Spanish Cabinet due to administrative silence in relation to the query that had been filed. On 3 July 2017, the Spanish Cabinet announced that it had adopted a decision against the interpretation of the Acesa Agreement by Acesa. In response to this, Acesa requested the Supreme Court to extend the appeal to the content of the express decision issued by the Spanish Cabinet, which was accepted by the Supreme Court, giving rise to the reopening of the initial submissions proceeding at the Court. The date for the vote and ruling on this appeal was set for 6 February 2019 and as at the date of this



Base Prospectus such ruling has not yet been communicated to the Company. At 31 December 2018, there were no balances receivable recognised in the consolidated financial statement in relation to the disputed portion of the balance of compensation owed to Acesa.

#### *Investments in Irasa, Alazor and Ciralsa*

A claim linked to the obligations assumed under the financial support agreement entered into by the Group companies Iberpistas and Acesa with the creditor banks of Alazor Inversiones, S.A. (an entity in the process of liquidation), for which the Group has recognised the provisions amounting to €28 million, corresponding to all the borrowings secured together with the related interest and court costs.

On 22 January 2019, a claim was filed by five funds that allege to be the current creditors of part of the bank debt of Alazor Inversiones, S.A. for the payment of €23.5 million corresponding to the guarantees given by Group companies under the aforementioned financial support agreement. Given the provisions made in previous years, the resolution of the liquidation process and the aforementioned claims is not expected to have a material impact on the financial position of the Company.

As at the date of this Base Prospectus and where the relevant jurisdiction's statute of limitations period has not expired, the Group companies all have applicable taxes open for review by the tax authorities.

In particular: (i) in July 2018, the Company received notice of the commencement of tax assessments for the consolidated group in Spain in relation to corporation tax, for the years 2014 to 2016, and in relation to VAT, for the period starting June 2014 to December 2016; and (ii) as the tax group parent in Spain, the Company received tax assessments for income tax for 2010 to 2013, personal income tax withholdings for 2012 and 2013 and VAT for July 2011 to December 2013. Those tax assessments were signed on a contested basis and were appealed, although they have not had a significant impact on equity.

#### **Employees**

The average number of employees of the Group from 1 January 2018 to 31 December 2018 was 13,880.

#### **Alternative Performance Measures**

The key performance indicators used by the Company in this Base Prospectus constitute Alternative Performance Measures ("APMs") as defined in the ESMA Guidelines. The Company considers that these metrics provide useful information for investors, securities analysts and other interested parties in order to better understand the underlying business, the financial position and the results of operations of the Group. Such APMs are not audited and are not measures required by, or presented in accordance with, the International Financial Reporting Standards as adopted by the European Union ("IFRS-EU"). Accordingly, they should not be considered substitutes to the information contained in the audited consolidated financial statements of the Company as of and for the years ended 31 December 2018 and 31 December 2017 nor to any performance measures prepared in accordance with IFRS-EU. Accordingly, investors are cautioned not to place undue reliance on these APMs.

Furthermore, these APMs, as used by the Company, may not be comparable to other similar titled measures used by other companies. Investors should not consider such APMs in isolation, as alternative to the information calculated in accordance with IFRS-EU, as indications of operating performance or as measures of the Issuer's profitability or liquidity. Such APMs must be considered only in addition to, and not as a substitute for, or superior to, financial information prepared in accordance with IFRS-EU and investors are advised to review these APMs in conjunction with the consolidated financial statements of the Company as of and for the years ended 31 December 2018 and 31 December 2017.

The Company considers that the APMs contained in this Base Prospectus comply with the ESMA Guidelines.

As a result of the change of shareholders of the Company in 2018, in relation to financial information for the year ended 31 December 2018, the Group has modified the definition or name of certain APMs and/or has incorporated additional APMs in relation to those considered in previous years. These changes have been carried out with the objective of providing homogenous financial information, further to the Group's integration in the consolidated group of Atlantia.

The definitions and reconciliations of the APMs used for the years ended 31 December 2018 and 31 December 2017 are as follows (all figures in thousands of euros):

(i) **Revenues**

Corresponds to the "*Operating income*" line item of the consolidated profit and loss statement of the consolidated financial statements.

	2018	2017(*)
Revenues – Operating Income	5,255,381	5,270,909

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, in the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

(ii) **Opex or Operating expenses**

Corresponds to the "*Operating expenses*" line item of the consolidated profit and loss statement of the consolidated financial statements.

	2018	2017(*)
Opex – Operating expenses	3,083,142	3,236,874

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, in the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

(iii) **EBIT – Profit from operations**

Corresponds to the "*Profit from operations*" line item of the consolidated profit and loss statement of the consolidated financial statements.

	2018	2017(*)
EBIT – Profit from operations	2,193,252	2,089,191

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, in the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

(iv) **EBITDA**

EBITDA or Gross Operating Profit is defined as EBIT adjusted by the following line items of the consolidated financial statements: "*Depreciation and amortisation charge*", "*Changes in impairment losses on assets*" and "*Capitalised borrowing costs*".

The Group considers EBITDA as an operational indicator that measures the cash generation capacity of its assets, while it is an indicator widely used by analysts, investors, credit rating agencies and other stakeholders.

	2018	2017(*)
EBIT – Profit from operations	2,193,252	2,089,191
+ Depreciation and amortisation charge	1,377,321	1,421,197
+/- Changes in impairment losses on assets	(589)	543
- Capitalised borrowing costs	(21,013)	(55,156)
<b>EBITDA</b>	<b>3,548,971</b>	<b>3,455,775</b>

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, in the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

(v) **EBITDA margin**

EBITDA margin is a relative indicator used by the Group to analyze the operating performance of its assets, representing the relative weight of EBITDA on revenues.

	2018	2017(*)
EBITDA – Gross operating profit	3,548,971	3,455,775
Revenue (Operating income)	5,255,381	5,270,909
<b>EBITDA margin</b>	<b>67.53%</b>	<b>65.56%</b>

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, in the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

(vi) **EBITDA contribution**

"EBITDA Contribution" is the percentage reflecting the proportion of the Ebitda contributed by each business against that of the whole Group.

	2018	2017
France	34%	34%
Spain	33%	32%
Brazil	8%	12%
Chile	12%	11%
Italy	7%	6%
Puerto Rico (US)	3%	3%
Argentina	3%	2%
International operations	1%	1%
Holding	-1%	-1%

(vii) **Gross debt**

"**Gross debt**" is defined as the non-current and current "Bank loans" and "Bond issues and other loans" line items as shown in Note 16 to the Company's consolidated financial statements.

	2018	2017
Bank loans	4,982,698	6,098,691
Bond issues and other loans	11,029,432	11,725,935
<b>Gross debt</b>	<b>16,012,130</b>	<b>17,824,626</b>

(viii) **Net debt**

"**Net debt**" is defined as "*Gross Debt*" less the "*Cash and cash equivalents*" line item in the consolidated financial statements.

	2018	2017
Gross Debt	16,012,130	17,824,626
Cash and cash equivalents	(2,737,070)	(2,458,101)
<b>Net debt</b>	<b>13,275,060</b>	<b>15,366,525</b>

The Group uses the "**Net debt**" as a measure of its solvency and liquidity as it indicates the current cash and equivalents in relation to its total debt liabilities. "**Net debt**" and "**EBITDA**" derived measures are frequently used by analysts, investors and rating agencies as an indication of financial leverage.

(ix) **Net Financial Debt**

"**Net Financial Debt**" is defined as "*Financial liabilities*" (current and non-current) less "*Other financial assets*" (current and non-current) and "*Cash and cash equivalents*" line items of the consolidated financial statements.

Net Financial Debt is an indicator of the portion of the investments financed by net financial liabilities.

The reconciliation of this APM with the Group's consolidated financial statements is as follows:

	2018	2017
Non-current financial liabilities	15,757,865	17,722,590
Current financial liabilities	1,654,482	1,857,177
Other non-current financial assets	(2,193,542)	(1,667,864)
Other current financial assets	(211,698)	(226,311)
Cash and cash equivalents	(2,737,070)	(2,458,101)
<b>Net financial debt – continuous operations</b>	<b>12,270,037</b>	<b>15,227,491</b>
Non-current financial liabilities	238,348	310,310
Current financial liabilities	75,550	76,827

	2018	2017
Other non-current financial assets	(3,535)	-
Other current financial assets	(114)	(4,920)
Cash and cash equivalents	(41,949)	(31,881)
<b>Net Financial debt – discontinued operations</b>	<b>268,300</b>	<b>350,336</b>
<b>Net financial debt</b>	<b>12,538,337</b>	<b>15,577,827</b>

(x) **Capex**

Relates to the "Purchases of property, plant and equipment, intangible assets and other concession infrastructure" line item in the consolidated financial statements of net cash flows from investing activities of the consolidated financial statements.

	2018	2017
Purchases of property, plant and equipment, intangible assets and other concession infrastructure	619,733	1,132,727

The Company considers this an important indicator because it represents the ability of the Company to expand its portfolio through the discretionary use of cash in investments for the improvements of the highway network for agreed returns in the case of the road assets and measuring how effectively the Company is redeploying resources to build a perpetual business model as it contributes for EBITDA replacement and the increase of the duration its portfolio.

Although the Company has previously reported Capex split by Operating Capex and Organic Expansion Capex, in 2018 the Company has decided to start only providing total Capex because the former split is understood not to provide relevant information for investors and analysts which have demonstrated to be more focused on the total Capex amount when assessing the Group's performance.

(xi) **Discretionary cash flow**

"Discretionary cash flow" is defined as EBITDA plus/minus finance income and costs, minus income tax expense and plus/minus cash adjustments to: (i) finance income and expenses, (ii) income tax, (iii) IFRIC12 and other provisions, (iv) concession arrangements - financial asset model, and (v) dividends received from financial investments, associates and joint ventures.

The Group believes that the Discretionary cash flow is one of the most important indicators of its capacity to generate an available stream of resources from the operations, net from the mandatory uses of cash for taxes and interest expenses, to be used mainly and according to the Group strategy to repay debt, distribute dividends and expand its portfolio.

The reconciliation of this APM with the Group's consolidated financial statements is as follows:

	Note	2018	2017(*)
EBITDA.....		3,548,971	3,455,775
Finance income.....		387,978	227,690
Finance costs.....		(1,013,713)	(1,083,127)

	<b>Note</b>	<b>2018</b>	<b>2017(*)</b>
Income tax .....		(295,501)	(364,570)
Adjustments: .....			
(i) Finance income and expenses .....			
Exchange gains .....	22-e	(182,198)	(24,462)
Exchange losses .....	22-e	29,113	41,765
Impairment (expected credit losses) .....	22-e	128,441	-
Provisions for loans and guarantees granted to associated and other financial assets .....	22-e	936	13,453
(ii) Income tax.....			
Deferred tax assets-amount charged/(credited) to profit or loss.....	19-c	61,207	87,345
Deferred tax liabilities-amount charged/(credited) to profit or loss .....	19-c	(227,189)	(145,964)
Deferred tax .....		(165,982)	(58,619)
(iii) IFRIC 12 and other provisions .....			
Period provisions (reversals) .....	20-ii	188,946	154,854
Interest cost .....	20-ii	32,301	35,952
Amounts used in the year .....	20-ii	(250,352)	(260,300)
Provisions required under IFRIC 12 (non-current and current) .....		(29,105)	(69,494)
Period provisions (reversals) .....	20-ii	46,610	(16,672)
Interest cost .....	20-ii	13,814	17,252
Amounts used in the year .....	20-ii	(48,301)	(88,243)
Other provisions (non-current and current).....		12,123	(87,663)
(iv) Concession arrangements – financial asset model .....			
Charge to the consolidated statement of profit or loss due to economic compensation.....	13-i	(113,702)	(32,370)
Charge to the consolidated statement of profit or loss due to financial compensation (with Section B of Schedule 3 of Royal Decree 457/2006) .....	13-i	(157,877)	(120,182)
Amounts used in the year .....	13-i	92,996	60,327
Concession arrangements – financial asset model .....		(178,583)	(92,225)
(v) Dividends received from financial investments, associates and joint ventures .....		8,142	18,528
<b>Discretionary cash flow .....</b>		<b>2,250,622</b>	<b>1,977,051</b>

(\*) Calculation based on unaudited restated information that considers certain changes in presentation criteria, in the framework of the change in the Company's shareholders, so as to provide more homogenous information in the context of the integration thereof in the consolidated group of Atlantia, as indicated in Note 5-b to the audited consolidated financial statements of the Company for the year ended 31 December 2018.

## TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

### THE KINGDOM OF SPAIN

*This taxation summary solely addresses the principal Spanish tax consequences of the acquisition, the ownership and disposal of Notes issued by the Issuer after the date hereof held by a holder of Notes. It does not consider every aspect of taxation that may be relevant to a particular holder of Notes under special circumstances or who is subject to special treatment under applicable law or to the special tax regimes applicable in the Basque Country and Navarra (Territorios Forales). Where in this summary English terms and expressions are used to refer to Spanish concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Spanish concepts under Spanish tax law. This summary assumes that each transaction with respect to the Notes is at arm's length.*

*This overview is based on the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. References in this section to Noteholders include the beneficial owners of the Notes, where applicable. Any prospective investors should consult their own tax advisers who can provide them with personalised advice based on their particular circumstances. Likewise, investors should consider the legislative changes which could occur in the future.*

#### 1. Introduction

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this Base Prospectus:

- (i) of general application, Additional Provision One of Law 10/2014, of 26 June on the management, supervision and solvency of credit institutions 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;
- (ii) 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 and Law 29/1987, of 18 December 1987 on Inheritance and Gift Tax;
- (iii) 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 and Royal Decree 634/2015, of 10 July promulgating the Corporate Income Tax Regulations (the "**Corporate Income Tax Regulations**"); and
- (iv) 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**") 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 and Law 29/1987, of 18 December on Inheritance and Gift Tax.
- (v) 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.

2. **Individuals with Tax Residency in Spain**

(a) ***Personal Income Tax (Impuesto sobre la Renta de las Personas Físicas)***

Spanish individuals with tax residency in Spain are subject to Personal Income Tax on a worldwide basis. Accordingly, income obtained from the Notes will be taxed in Spain when obtained by persons that are considered resident in Spain for tax purposes. The fact that a Spanish company pays interest or guarantee payments under a Note will not lead an individual or entity being considered tax-resident in Spain.

Both interest 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 from time to time, 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 and 23 per cent. for taxable income in excess of €50,000.

As a general rule, both types of income are subject to a withholding tax on account at the rate of 19 per cent. However, according to Section 44.5 of Royal Decree 1065/2007, of 27 July, in the case of listed debt 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 (such 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 Notes (as described below in "*Reporting Obligations*") is submitted by the relevant Paying 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.

If the Fiscal Agent fails to provide the Issuer with the required information described under "*Reporting obligations*", the Issuer may be required to withhold tax (as at the date of this Base Prospectus, at a rate of 19 per cent.) from any payment in respect of the relevant Notes as to which the required information has not been provided. In that event, the Issuer will pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes or Coupons had no such withholding or deduction been required.

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 if the Notes do not comply with the exemption requirements specified in the ruling issued by the Spanish General Directorate of Taxes (*Dirección General de Tributos*) (the "**DGT**") dated 27 July 2004 (that is, placement of the Notes outside of Spain in another OECD country and admission to listing of the Notes on an organised market in an OECD country other than Spain).

In any event, individual holders may credit the withholding against their Personal Income Tax liability for the relevant fiscal year.

(b) ***Net 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 2.5 per cent.

In accordance with Article 3 of Royal Decree-Law 27/2018, of 28 December, a full exemption on Net Wealth Tax (*bonificación del 100%*) would apply as from the year 2020 and therefore, Spanish



individual holders will be released from formal and filing obligations in relation to this Wealth Tax, unless the exemption is revoked again.

(c) ***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. Relevant factors applied (such as previous net wealth or family relationship among transferor and transferee) determine the final effective tax rate that range, as of the date of this Base Prospectus, between 0 per cent. and 81.6 per cent.

3. **Legal Entities with Tax Residency in Spain**

(a) ***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 general rate of 25 per cent.

Notwithstanding the above, in accordance with Section 44.5 of Royal Decree 1065/2007, of 27 July, in the case of listed debt 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 (such 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 "*Reporting obligations*") is submitted by the relevant Paying Agent.

If the Fiscal Agent fails to provide the Issuer with the required information described under "*Reporting obligations*", the Issuer may be required to withhold tax (as at the date of this Base Prospectus, at a rate of 19 per cent.) from any payment in respect of the relevant Notes as to which the required information has not been provided. In that event, the Issuer will pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes or Coupons had no such withholding or deduction been required.

In addition, pursuant to Section 61.s of the Corporate Tax Regulations, there is no obligation to make a withholding on income obtained by taxpayers subject to Spanish CIT (which, for the avoidance of doubt, include Spanish tax resident investment funds and Spanish tax resident pension funds) from financial assets traded on organised markets in OECD countries. However, in the case of Notes held by a Spanish 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 Spanish DGT dated 27 July 2004 (that is, placement of the Notes outside of Spain in another OECD country and admission to listing of the Notes on an organised market in an OECD country other than Spain). The amounts withheld, if any, may be credited by the relevant investors against its final CIT liability.

(b) ***Net Wealth Tax (Impuesto sobre el Patrimonio)***

Spanish resident legal entities are not subject to Wealth Tax.

(c) ***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.

4. **Individuals and Legal Entities with no Tax Residency in Spain**

(a) ***Non Resident Income Tax (Impuesto sobre la Renta de no Residentes)***

(i) *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.

(ii) *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.

The Issuer has no obligation to withhold any tax amount for interest paid on the Notes to holders who are Non-Resident Income taxpayers with no permanent establishment in Spain provided that the information procedures are complied with in the manner detailed under "Reporting obligations" as set out in section 44 of Royal Decree 1065/2007 (as amended by Royal Decree 1145/2011). If these information procedures are not complied with within the manner indicated the Issuer may be required to withhold tax (as at the date of this Base Prospectus, at a rate of 19 per cent.) from any payment in respect of the relevant Notes as to which the required information has not been provided. In that event, the Issuer will pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes or Coupons had no such withholding or deduction been required.

(b) ***Net Wealth Tax (Impuesto sobre el Patrimonio)***

This tax is only applicable to individuals. However, individuals resident in a country with which Spain has entered into a double tax treaty in relation to Net Wealth Tax would generally not be subject to such tax. Otherwise, non-Spanish resident individuals whose properties and rights are located in Spain, or that can be exercised within the Spanish territory (such as the Notes issued by the Issuer) exceed €700,000 would be subject to Net Wealth Tax, the applicable rates ranging between 0.2 per cent. and 2.5 per cent.

However, non-Spanish tax resident individuals will be exempt from Wealth Tax in respect of the Notes whose income is exempt from NRIT as described above.

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 2.5 per cent.

Non-Spanish tax resident individuals who are resident in an EU or European Economic Area Member State may apply the rules approved by the autonomous region where their most valuable assets and rights are situated. As such, prospective investors should consult their tax advisers.

If the exemptions outlined above do not apply, holders tax resident in a Member State of the European Union or of the European Economic Area may be entitled to apply the specific regulation of the autonomous community where their most valuable assets are located and which trigger this Spanish Net Wealth Tax due to the fact that they are (i) located, (ii) can be exercised, or (iii) must be fulfilled, within the Spanish territory.

In accordance with Article 3 of Royal Decree-Law 27/2018, of 28 December, a full exemption on Net Wealth Tax (*bonificación del 100%*) would apply as from the year 2020, and therefore, Spanish individual holders will be released from formal and filing obligations in relation to this Wealth Tax, unless the exemption is revoked again.

Non-Spanish resident legal entities are not subject to Wealth Tax.

(c) ***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, and who reside in a country with which Spain has entered into a double tax treaty in relation to inheritance and gift tax will be subject to the relevant double tax treaty.

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 legislation applicable in the relevant autonomous region (*Comunidad Autónoma*).

Generally, non-Spanish tax resident individuals are subject to the Spanish Inheritance and Gift Tax according to the rules set forth in the Spanish State level law. However, if the deceased or the donee are resident in an EU or European Economic Area Member State, the applicable rules will be those corresponding to the relevant Spanish autonomous regions. 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 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.

5. **Obligation to inform the Spanish tax authorities of the ownership of the Notes**

6. With effect as from 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 will be obliged, if certain thresholds are met as described below, to declare before the Spanish Tax Authorities, between 1 January and 31 March each year, the ownership of the Notes held on 31 December of the immediately preceding year (e.g., to declare between 1 January 2019 and 31 March 2019 the Notes held on 31 December 2018).

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.

7. **Reporting obligations**

The Issuer is currently required by Spanish law to file an annual return with the Spanish tax authorities in which it reports on certain information relating to the Notes. In accordance with Article 44 of Royal Decree 1065/2007, and provided that the Notes issued by the Issuer are initially registered for clearance and settlement in Euroclear and Clearstream, Luxembourg, for the purpose

of preparing the annual return referred to above, certain information with respect to the Notes must be submitted by the Paying Agent to the Issuer at the time of each payment.

Such information would be the following:

- (i) identification of the Notes in respect of which the relevant payment is made;
- (ii) date on which relevant payment is made;
- (iii) the total amount of the relevant payment; and
- (iv) the amount of the relevant payment and to each entity that manages a clearing and settlement system for securities situated outside Spain.

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 Notes. If, despite these procedures, the relevant information is not received by the Issuer, the Issuer may be required to withhold 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. In that event, the Issuer will pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes or Coupons had no such withholding or deduction been required.

The procedures for providing documentation referred to in this section are set out in detail in the Agency Agreement which may be inspected during normal business hours at the specified office of the Fiscal Agent. In particular, if the Fiscal Agent does not act as common depositary, the procedures described in this section will be modified in the manner described in the Agency Agreement.

### **The proposed financial transactions tax ("FTT")**

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each other than Estonia, a "**participating Member State**"). However, Estonia has ceased to participate.

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

Under the Commission's proposal, 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 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.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

### **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. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the

jurisdiction of the Issuer) 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 prior to the date that is two years after the publication of the final regulations defining "foreign passthru payment" and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are 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. However, if additional notes (as described under "*Terms and Conditions of the Notes—Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

## SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of BNP Paribas and J.P. Morgan Securities plc (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and subscribed by, Dealers are set out in a Dealer Agreement dated 6 March 2019 (the "**Dealer Agreement**") and made between the Issuer and the Dealers. If in the case of any Tranche of Notes the method of distribution is an agreement between the Issuer and a single Dealer for that Tranche to be issued by the Issuer and subscribed by that Dealer, the method of distribution will be described in the relevant Final Terms as "Non-Syndicated" and the name of that Dealer and any other interest of that Dealer which is material to the issue of that Tranche beyond the fact of the appointment of that Dealer will be set out in the relevant Final Terms. If in the case of any Tranche of Notes the method of distribution is an agreement between the Issuer and more than one Dealer for that Tranche to be issued by the Issuer and subscribed by those Dealers, the method of distribution will be described in the relevant Final Terms as "Syndicated", the obligations of those Dealers to subscribe the relevant Notes will be joint and several and the names and addresses of those Dealers and any other interests of any of those Dealers which is material to the issue of that Tranche beyond the fact of the appointment of those Dealers (including whether any of those Dealers has also been appointed to act as Stabilising Manager in relation to that Tranche) will be set out in the relevant Final Terms.

Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be subscribed by the Dealer(s) and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

**United States:** *Regulation S Category 2; TEFR A D or TEFR A C as specified in the relevant Final Terms or neither if TEFR A is specified as not applicable in the relevant Final Terms.*

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.

The Bearer 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 U.S. Internal Revenue Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or (in the case of Bearer Notes) 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, as certified to the Fiscal Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S), 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 (as defined in Regulation S).

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.

### EEA

#### *Prohibition of Sales to EEA Retail Investors*

Unless the Final Terms (or Pricing Supplement or Drawdown Prospectus, as the case may be) in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", 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 Pricing Supplement or a Drawdown Prospectus) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of the Insurance Mediation Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Directive; and
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

#### **Selling Restrictions Addressing Additional United Kingdom Securities Laws**

Each Dealer has represented, warranted and agreed 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.

#### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the "**FIEA**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer to sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan,

except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEA and other relevant laws and regulations of Japan.

### **Kingdom of Spain**

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes may only be offered, sold or distributed in Spain to qualified investors (*inversores cualificados*) as this term is defined in Royal Decree 1310/2005 of 4 November (*Real Decreto 1310/2005, de 4 de noviembre*), and in compliance with the provisions of the Restated Text of the Spanish Securities Market Law approved by Legislative Royal Decree 4/2015 (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*), as amended, and further developing legislation. Neither the Notes nor this Base Prospectus have been registered with the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) and therefore this Base Prospectus is not intended for any public offer of the Notes in Spain.

### **Belgium**

With regard to Notes having a maturity of less than 12 months (and which therefore fall outside the scope of the Prospectus Directive), the Base Prospectus has not been, and it is not expected that it will be, submitted for approval to the Belgian Financial Services and Markets Authority. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall refrain from taking any action that would be characterised as or result in a public offering of these Notes in Belgium in accordance with the Belgian Law on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced from time to time.

The Notes are not intended to be sold to Consumers in Belgium, and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, such Notes to Consumers in Belgium, and has not distributed or caused to be distributed and will not distribute or cause to be distributed, the Base Prospectus, the relevant Final Terms or any other offering material relating to such Notes to Consumers in Belgium.

For these purposes, a " **Consumer**" has the meaning provided by the Belgian Code of Economic Law, as amended from time to time (*Wetboek van 28 februari 2013 van economisch recht/Code du 28 février 2013 de droit économique*), being any natural person acting for purposes which are outside his/her trade, business or profession.

### **General**

Each Dealer has represented, warranted and agreed 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 supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or in a supplement to this Base Prospectus.



## GENERAL INFORMATION

### Authorisation

1. The establishment of the Programme was authorised by resolutions of the Board of Directors of the Issuer passed on 26 February 2019. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

### Listing

2. The admission of the Programme to listing on the Official List and to trading on the regulated market of Euronext Dublin is expected to take effect on or about 6 March 2019.
3. The Base Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under the Prospectus Directive. The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU, as amended and/or which are to be offered to the public in any member state of the European Economic Area. Application has been made to Euronext Dublin for the Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list and trading on its regulated market.

However, Notes issued under the Programme may be listed on a stock exchange different from Euronext Dublin as the Issuer and the Relevant Dealer(s) may agree.

### Legal and Arbitration Proceedings

4. Except as described in "*Information on the Group – Litigation and Arbitration*", there are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer and its Subsidiaries.

### Significant/Material Change

5. Since 31 December 2018, there has been no material adverse change in the prospects of the Issuer or the Issuer and its Subsidiaries (taken as a whole).
6. Since 31 December 2018, there has been no significant change in the financial or trading position of the Issuer or the Issuer and its Subsidiaries (taken as a whole).

### Auditors

7. The consolidated financial statements of the Issuer for the financial years ended 31 December 2018 and 31 December 2017 were audited by Deloitte, S.L., with its registered address at Torre Picasso - Plaza Pablo Ruiz Picasso 1, 28020 Madrid, Spain, registered with the Commercial Registry of Madrid, under volume 13,650, section 8, page 188, sheet M 54414 as the 96th entry, holder of tax identification number (NIF) B-79104469 and registered with the Official Registry of Accounting Auditors (ROAC) under number S0692 and unqualified opinions were reported thereon.

### Documents on Display

8. Physical copies of the following documents (together with English translations thereof where applicable) may be inspected during normal business hours at the offices of the Fiscal Agent for 12 months from the date of this Base Prospectus:
  - (a) the constitutive documents of the Issuer;
  - (b) the audited consolidated financial statements of the Issuer for the years ended 31 December 2018 and 31 December 2017;
  - (c) the Agency Agreement;

- (d) the Deed of Covenant;
- (e) the Programme Manual (which contains the forms of the Notes in global and definitive form); and
- (f) the Issuer-ICSDs Agreement.

#### **Material Contracts**

- 9. Other than as described in "*Information on the Group—Material Contracts*", 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 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.

#### **Clearing of the Notes**

- 10. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code, International Securities Identification Number (ISIN), Financial Instrument Short Name (FISN) and Classification of Financial Instruments (CFI) code (as applicable) in relation to the Notes of each Tranche may be specified in the relevant Final Terms. 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.

#### **Issue Price and Yield**

- 11. 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 relevant 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 relevant 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 Legal Entity Identifier**

- 12. The Legal Entity Identifier (LEI) code of the Issuer is 549300GKFVWI02JQ5332.

#### **Conflicts of Interest**

- 13. Certain of the Dealers have, directly or indirectly through affiliates, provided investment and commercial banking, financial advisory and other services to the Issuer and its affiliates from time to time, for which they have received monetary compensation. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Issuer and its affiliates. In addition, certain of the Dealers and their affiliates may in the future engage in investment banking, commercial banking, financial or other advisory transactions with the Issuer or its affiliates.

## **REGISTERED OFFICE OF THE ISSUER**

### **Abertis Infraestructuras, S.A.**

Paseo de la Castellana, 39,  
28046 Madrid  
Spain

## **ARRANGERS AND DEALERS**

### **BNP Paribas**

10 Harewood Avenue  
London NW1 6AA  
United Kingdom

### **J.P. Morgan Securities plc**

25 Bank Street  
Canary Wharf  
London E14 5JP  
United Kingdom

## **FISCAL AGENT AND PAYING AGENT**

### **The Bank of New York Mellon, London Branch**

One Canada Square  
London E14 5AL  
United Kingdom

## **REGISTRAR AND TRANSFER AGENT**

### **The Bank of New York Mellon SA/NV, Luxembourg Branch**

Vertigo Building – Polaris  
2-4 rue Eugène Ruppert  
L-2453 Luxembourg

## **LEGAL ADVISERS**

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

### **Linklaters, S.L.P.**

Almagro 40  
28010 Madrid  
Spain

*To the Dealers as to English law:*

### **Clifford Chance LLP**

10 Upper Bank Street  
London E14 5JJ  
United Kingdom

*To the Dealers as to Spanish law:*

### **Clifford Chance, S.L.P.U.**

Paseo de la Castellana, 110  
28046 Madrid  
Spain

## **AUDITORS TO THE ISSUER**

### **Deloitte, S.L.**

Torre Picasso - Plaza Pablo Ruiz Picasso 1  
28020 Madrid  
Spain

## **IRISH LISTING AGENT**

### **A&L Listing Limited**

IFSC, 25-28 North Wall Quay,  
Dublin 1, D01 H104  
Ireland