

**SUPPLEMENT DATED 29 JANUARY 2025 TO THE BASE PROSPECTUS DATED 7 JUNE 2024**

**BANCO DE CRÉDITO SOCIAL COOPERATIVO, S.A.**

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

**CAJAMAR CAJA RURAL, SOCIEDAD COOPERATIVA DE CRÉDITO**

*(incorporated as a cooperative credit company (sociedad cooperativa de crédito) in Spain)*

**EURO 7,000,000,000**

**Euro Medium Term Note and Covered Bond Programme**

This supplement (the "**Supplement**") is supplemental to, forms part of and must be read and construed in conjunction with, the base prospectus dated 7 June 2024 (the "**Base Prospectus**") prepared by Banco de Crédito Social Cooperativo, S.A. ("**BCC**") and Cajamar Caja Rural, Sociedad Cooperativa de Crédito ("**Cajamar**") (each an "**Issuer**", and together, the "**Issuers**") in connection with their Euro Medium Term Note and Covered Bond Programme (the "**Programme**") for the issuance of up to Euro 7,000,000,000 in aggregate principal amount of notes (the "**Notes**") and *cédulas hipotecarias* and *cédulas territoriales* (together, the "**Covered Bonds**" and, together with the Notes, the "**Securities**"). Terms given a defined meaning in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

This Supplement constitutes a supplement to the Base Prospectus for the purposes of Article 23 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of the EU of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (as amended, the "**Prospectus Regulation**") and has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation. The Central Bank of Ireland only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuers that are the subject of this Supplement. Investors should make their own assessment as to the suitability of investing in the Securities.

This Supplement has been prepared for the purposes of, among others:

- (i) enabling BCC to issue Mortgage Covered Bonds under the Programme;
- (ii) incorporating in the Base Prospectus the information in relation to the latest ratings assigned by S&P Global Ratings Europe Limited, Fitch Ratings Ireland Limited and DBRS Ratings GmbH; and

- (iii) incorporating by reference BCC's Second Quarter 2024 Consolidated Results and the Limited Review Report on the Condensed Interim Consolidated Financial Statements for the six-month period ended 30 June 2024.

## **IMPORTANT NOTICES**

Each of the Issuers accepts responsibility for the information contained in this Supplement. To the best of the knowledge of each Issuer the information contained in this Supplement is in accordance with the facts and makes no omission likely to affect its import.

To the extent that there is any inconsistency between (a) any statement in this Supplement and (b) any other statement in, or incorporated by reference into, the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, no significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus which may affect the assessment of the Securities issued under the Programme has arisen or been noted, as the case may be, since publication of the Base Prospectus.

The language of the Supplement 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.

## AMENDMENTS AND/OR ADDITIONS TO THE BASE PROSPECTUS

With effect from the date of this Supplement the information appearing in, or incorporated by reference into, the Base Prospectus shall be supplemented and/or amended in the manner described below:

### COVER PAGE

*The 3<sup>rd</sup> paragraph of page i of the Base Prospectus is deleted and replaced by the following:*

“BCC may also issue from time to time Mortgage Covered Bonds governed by Spanish law under the Programme, as specified in the applicable Covered Bonds Final Terms, pursuant to the relevant covered bonds programme of BCC authorised by the Bank of Spain with effect from 9 July 2024.”

*The 3<sup>rd</sup> paragraph of page iii of the Base Prospectus is deleted and replaced by the following:*

"The long-term ratings of each of BCC and Cajamar are BBB- (Stable) by S&P Global Ratings Europe Limited ("**S&P Global**"), BBB- (Stable) by Fitch Ratings Ireland Limited ("**Fitch**") and BBB (Low) (Positive) by DBRS Ratings GmbH ("**DBRS**"). Each of S&P, Fitch and DBRS is established in the European Union ("**EU**") and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). As such, each of S&P, Fitch and DBRS is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation. Securities issued under the Programme may be rated or unrated. Where a Tranche of Securities is rated, such rating will be disclosed in the Final Terms. 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."

### RISK FACTORS

#### FACTORS THAT MAY AFFECT THE ISSUERS' ABILITY TO FULFIL THEIR OBLIGATIONS UNDER SECURITIES ISSUED UNDER THE PROGRAMME

*The table under the 3<sup>rd</sup> paragraph of the risk factor headed "5. Risk factor of the Issuers' Credit Ratings" on page 15 of the Base Prospectus shall be deleted and replaced by the following:*

Agency	Long term	Short term	Outlook	Date
S&P	BBB-	A-3	Stable	28-Nov-2024
Fitch	BBB-	F3	Stable	1-Jul-2024
DBRS	BBB (Low)	R-2 (Middle)	Positive	13-Nov-2024

## **RISKS APPLICABLE TO THE COVERED BONDS**

*The 6<sup>th</sup> paragraph of of the risk factor headed “Credit risk and risk of collateral reduction” on page 48 of the Base Prospectus is deleted and replaced by the following:*

“The levels of over-collateralisation of the Cover Pool for Mortgage Covered Bonds of Cajamar were 33% and 28%, respectively, as of 31 December 2023 and 31 March 2024, the levels of over-collateralisation of the Cover Pool for Public Sector Covered Bonds of Cajamar were 100.3% and 116%, respectively, as of 31 December 2023 and 31 March 2024, and the the level of over-collateralisation of the Cover Pool for Mortgage Covered Bonds of BCC was 130%, as of 9 July 2024 (the date of the authorisation of the covered bonds programme by the Bank of Spain). As of the date of this Base Prospectus, the Issuers have not assumed any contractual level of collateralisation above the Legal Over-collateralisation requirement. Such level of over-collateralisation may vary and the Issuers only commit to maintain the Legal Over-collateralisation and, if any, the contractual level of collateralisation assumed from time to time.”

*The 2<sup>nd</sup> paragraph of of the risk factor headed “Only limited information in relation to the applicable Cover Pool will be made available to Holders” on page 49 of the Base Prospectus is deleted and replaced by the following:*

“The Issuers will publish information regarding each applicable Cover Pool on their respective websites (<https://www.cajamar.es/es/comun/informacion-corporativa/informacion-para-inversores/informacion-general/emisiones/> and <https://www.bcc.es/es/informacion-para-inversores/emisiones-del-grupo/>) on a quarterly basis. The Cover Pool information will not be updated between quarterly reports and, therefore, the reports relating to each relevant Cover Pool may not be a true image of the relevant information for such Cover Pool on any date other than the date of the report. The content of the Issuers' websites does not form part of this Base Prospectus and investors should not rely on them.”

## **DOCUMENTS INCORPORATED BY REFERENCE**

*The information set out below shall supplement the section of the Base Prospectus headed “Documents incorporated by reference” on page 53 of the Base Prospectus:*

“an English language translation of the Second Quarter 2024 Consolidated Results available for viewing on: <https://www.bcc.es/storage/documents/6-2024-06-informe-financiero-en-vf-13690.pdf>”

“an English language translation of the Limited Review Report on the Condensed Interim Consolidated Financial Statements for the six-month period ended 30 June 2024 available for viewing on: <https://www.bcc.es/storage/documents/consolidated-interim-financial-statement-accounts-june-2024-73bb7.pdf>”

## **FORM OF COVERED BONDS FINAL TERMS**

*The text set out below shall replace, in its entirety, the text in the section of the Base Prospectus entitled “Form of Covered Bonds Final Terms” on pages 149 to 166 of the Base Prospectus.*

**“[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 Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU, (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative market*] Any person subsequently offering, selling or recommending the Covered Bonds (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer[*'s/s'*] target market assessment) and determining appropriate distribution channels.]<sup>1</sup>

**[UK MIFIR product governance / Professional investors and ECPs only target market –** Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any [person subsequently offering, selling or recommending the Covered Bonds (a "**distributor**") / distributor] should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.]

**[PRIIPs / IMPORTANT - EEA RETAIL INVESTORS –** The Covered Bonds 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 the Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently, no key information document ("**KID**") required by Regulation (EU) No 1286/2014, as amended (the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>2</sup>

<sup>1</sup> Legend to be included if the product governance requirements under MiFID II apply to the relevant Tranche in accordance with Directive (EU) 2021/338 (as implemented in the relevant Member States).

<sup>2</sup> Legend to be included on front of the Covered Bonds Final Terms (i) if the Covered Bonds potentially constitute "packaged" products and no key information document will be prepared or (ii) the Issuer wishes to prohibit offers to EEA retail investors for any

**[UK PRIIPs / IMPORTANT - UK RETAIL INVESTORS** – The Covered Bonds 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 United Kingdom (the "UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>3</sup>

**[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Covered Bonds are ["prescribed capital markets products"/[capital markets products other than "prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore).]

[Date]

**[BANCO DE CRÉDITO SOCIAL COOPERATIVO, S.A.] / [CAJAMAR CAJA RURAL, SOCIEDAD COOPERATIVA DE CRÉDITO]**

**(LEI: [95980020140005881190] / [635400CE9HHFB55PEY43])**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Covered Bonds]  
under the EURO 7,000,000,000  
Euro Medium Term Note and European Covered Bond (Premium) Programme**

## **PART A – CONTRACTUAL TERMS**

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions of the Covered Bonds set forth in the Base Prospectus dated 7 June 2024 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation and any implementing measure in a relevant Member State of the European Economic Area (the "**Base Prospectus**"). This document constitutes the Covered Bonds Final Terms of the Covered Bonds described herein for the

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products and no key information document will be prepared or (ii) the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

<sup>3</sup> Legend to be included on the front of the Covered Bonds Final Terms if the Covered Bonds potentially constitute "packaged" products and no key information document will be prepared in the UK or the issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. The Base Prospectus has been published on the website of the Issuer at [www.bcc.es/en/informacion-para-inversores/ / https://www.cajamar.es/en/comun/informacion-corporativa/]. In addition, if the Covered Bonds are to be admitted to trading on [the regulated market of Euronext Dublin / AIAF / other], copies of the Covered Bonds Final Terms will be published on the website of the Issuer at [www.bcc.es/en/informacion-para-inversores/ / https://www.cajamar.es/en/comun/informacion-corporativa/].

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended.]<sup>4</sup>

*[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the subparagraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Covered Bonds Final Terms.]*

- |     |  |   |
|-----|--|---|
| 1   | Issuer:  | [Banco de Crédito Social Cooperativo, S.A.]<br><br>[Cajamar Caja Rural, Sociedad Cooperativa de Crédito]  |
| 2   |  |   |
| (a) | Type of Covered Bond:  | [Mortgage Covered Bond / Public Sector Covered Bond]  |
| (b) | Series Number:   | [     ]   |
| (c) | Tranche Number:  | [     ]   |
| (d) | Date on which the Covered Bonds will be consolidated and form a single Series: | The Covered Bonds will be consolidated and form a single Series with [ <i>identify earlier Tranches</i> ] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Bearer Global Covered Bond for interests in the Permanent Bearer Global Covered Bond, as referred to in paragraph [     ] below, which is expected to occur on or about [ <i>date</i> ]][Not Applicable] |
| 3   |  |   |
| 3   | Specified Currency or Currencies:  | [     ]   |
| 4   |  |   |
| (a) | Series:  | [     ]   |

<sup>4</sup> In the case of Covered Bonds to be listed on a non-regulated market, references to the Prospectus Regulation to be removed.

- (b) Tranche: [ ]
- 5 Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
- 6 (a) Specified Denominations: [ ]
- (N.B. Covered Bonds must have a minimum denomination of €100,000 (or equivalent) in the case of Covered Bonds to be admitted to trading on a regulated market for the purposes of MiFID II and be in integral multiples of €100,000 (or the Specified Denomination))*
- (b) Calculation Amount (in relation to calculation of interest in global form see Conditions): [ ]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
- 7
- (a) Issue Date: [ ]
- (b) Interest Commencement Date: [*specify*/Issue Date/Not Applicable]
- 8 Maturity Date: *Specify date or for Floating Rate Covered Bonds – Interest Payment Date falling in or nearest to [specify month and year]*
- 9 Extended Maturity: [Applicable. If any of the triggering circumstances for an extension of maturity set forth in article 15 of Royal Decree-Law 24/2021 occurs, payment of the unpaid Final Redemption Amount may be deferred by the Issuer or the Special Cover Pool Administrator (as applicable) up to the Extended Maturity Date, subject to and in the circumstances contemplated in Royal Decree-Law 24/2021, and subject to the prior permission of the Bank of Spain. See further paragraph [18] below.] [Not Applicable]
- 10 Extended Maturity Date: [*Fixed Rate Covered Bonds – specify date / Floating Rate Covered Bonds – Interest*]

Payment Date falling in or nearest to [*specify month and year*] / [Not Applicable]

*(The Extended Maturity Date must fall no later than twelve months after the Maturity Date)*

11 Interest Basis:

[In respect of the period from (and including) the Interest Commencement Date to (but excluding) the Maturity Date,

[[ ] per cent. Fixed Rate]

[[[ ] month  
[EURIBOR/€STR/SONIA/SOFR]] +/- [ ] per cent. Floating Rate]

(see paragraph [16]/ [17] below)

[In respect of the period from (and including) the Maturity Date to (but excluding) the Extended Maturity Date (if applicable),

[[ ] per cent. Fixed Rate]

[[[ ] month  
[EURIBOR/€STR/SONIA/SOFR]] +/- [ ] per cent. Floating Rate]

(see paragraph [18] below)

12 Redemption[/Payment] Basis:

Subject to any purchase and cancellation or early redemption and paragraph 9 above, the Covered Bonds will be redeemed on the Maturity Date at [100 / [ ]] per cent. of their nominal amount

13 Change of Interest Basis:

*[Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs [16][17] and [18] below and identify there]*[Not Applicable]

14 Call Options:

[Issuer Call pursuant to Condition 7.3 of the Conditions of the Covered Bonds is [Applicable / Not Applicable] [see paragraph 20 below]]

[Issuer Call – Clean-Up Redemption Option pursuant to Condition 7.4 of the Conditions of the Covered Bonds is [Applicable/Not Applicable][see paragraph 21 below]]

15 [Date [Board] approval for issuance of [ ] [and [ ], respectively]] [Not Covered Bonds obtained: Applicable]

*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Covered Bonds)*

## **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16 Fixed Rate Covered Bond Provisions: [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date

(b) Interest Payment Date(s): [ ] in each year up to and including the Maturity Date, with the first Interest Payment Date falling on [ ]

(c) Fixed Coupon Amount(s) for Covered Bonds in definitive form (and in relation to Covered Bonds in global form see Conditions): [ ] per Calculation Amount

(d) Broken Amount(s) for Covered Bonds in definitive form (and in relation to Covered Bonds in global form see Conditions): [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]

(e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]

(f) Determination Date(s): [[ ] in each year][Not Applicable]

*(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*

17 Floating Rate Covered Bond Provisions: [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(a) Specified Period(s)/Specified Interest Payment Dates: [ ] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]

- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Not Applicable]
- (c) Additional Business Centre(s): [ ]
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent or the Local Paying Agent, as applicable): [ ]
- (f) Screen Rate Determination: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Reference Rate: [•][•]  
[EURIBOR/SONIA/SOFR/€STR/SONIA compounded Index/SOFR Compounded Index]
  - Observation Method: [Lag / Observation Shift]
  - Lag Period: [5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days/Not Applicable]
- (NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)*
- Observation Shift Period: [5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days /Not Applicable]
- (NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)*
- D: [360/365/[ ]] / [Not Applicable]
  - Index Determination: [Applicable/Not Applicable]

- SONIA Compounded Index: [Applicable/Not Applicable]
- SOFR Compounded Index: [Applicable/Not Applicable]
- Relevant Decimal Place: [ ] [5/7] (*unless otherwise specified in the Covered Bonds Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index*)
- Relevant Number of Index Days: [ ] [5] (*unless otherwise specified in the Covered Bonds Final Terms, the Relevant Number shall be 5*)

**[END OF OPTION]**

- Interest Determination Date(s): [The first Business Day in the relevant Interest Period]/ (*select where Interest Determination Date has the meaning specified in Condition 5.2(b)(III), (IV) or (V)*) [•] [London Banking Days/U.S. Government Securities Business Days/TARGET Settlement Days] prior to each Interest Payment Date]
  - Relevant Screen Page: [•]
  - Relevant Time: [•]
  - Relevant Financial Centre: [•]
- (g) ISDA Determination: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- ISDA Definitions: [2006 ISDA Definitions / 2021 ISDA Definitions]
  - Floating Rate Option: [•]
- (The Floating Rate Option should be selected from one of EUR-EURIBOR-Reuters (if 2006 ISDA Definitions apply) EUR-EURIBOR (if 2021 ISDA Definitions apply) / EUR-EuroSTR / EUR-EuroSTR Compounded Index / GBP SONIA / GBP SONIA Compounded Index USD-SOFR / USD-SOFR Compounded Index (each as defined in the ISDA Definitions). These are the options*

*envisaged by the terms and conditions)*

- Designated Maturity: [•]  
*(Delegated Maturity will not be relevant where the Floating Rate Option is a risk free rate)*
- Reset Date: [•]/[as specified in the ISDA Definitions]/[the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(b)] above and as specified in the ISDA Definitions]
- Compounding: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Compounding Method: [Compounding with Lookback  
Lookback: [•] Applicable Business Days]  
[Compounding with Observation Period Shift  
Observation Period Shift: [•] Observation Period Shift Business Days  
Observation Period Shift Additional Business Days: [•] / [Not Applicable]]  
[Compounding with Lockout  
Lockout: [•] Lockout Period Business Days  
Lockout Period Business Days: [•]/[Applicable Business Days]]
- Averaging: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- [Averaging Method: [Averaging with Lookback  
Lookback: [•] Applicable Business Days]  
[Averaging with Observation Period Shift  
Observation Period Shift: [•] Observation

- Period Shift Business days
- Observation Period Shift Additional Business Days: [•]/[Not Applicable]
- [Averaging with Lockout
- Lookout: [•] Lockout Period Business Days
- Lockout Period Business Days: [•]/[Applicable Business Days]
- Index Provisions: [Applicable/Not Applicable]
 

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
  - Index Method: Compounded Index Method with Observation Period Shift
 

Observation Period Shift: [•] Observation Period Shift Business days

Observation Period Shift Additional Business Days: [•] / [Not Applicable]
- (h) 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*)]
- (i) Margin(s): [+/-] [ ] per cent. per annum
- (j) Minimum Rate of Interest: [ ] per cent. per annum
- (k) Maximum Rate of Interest: [ ] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]
- Actual/365 (Fixed)
- Actual/365 (Sterling)
- Actual/360
- [30/360][360/360][Bond Basis]
- [30E/360][Eurobond Basis]
- 30E/360 (ISDA)]

- (m) Calculation Agent *[Specify entity responsible for seeking quotations in accordance with Condition 5.2]*
- 18 Extended Maturity Interest Rate Provisions: *[Applicable from (and including) the Maturity Date to (but excluding) the Extended Maturity Date / Not Applicable]*  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Fixed Rate Covered Bond 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 up to and including the Maturity Date, with the first Interest Payment Date falling on [ ]*
- (iii) Fixed Coupon Amount(s) for Covered Bonds in definitive form (and in relation to Covered Bonds in global form see Conditions): *[ ] per Calculation Amount*
- (iv) Broken Amount(s) for Covered Bonds in definitive form (and in relation to Covered Bonds in global form see Conditions): *[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]*
- (v) Day Count Fraction: *[30/360] [Actual/Actual (ICMA)]*
- (vi) Determination Date(s): *[[ ] in each year][Not Applicable]*  
*(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*
- (b) Floating Rate Provisions *[Applicable / Not Applicable]*  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Specified Period(s)/Specified Interest Payment Dates: *[ ] [ , subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is*

specified to be Not Applicable]

(ii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Not Applicable]

(iii) Additional Business Centre(s): [ ]

(iv) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]

(v) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent or the Local Paying Agent, as applicable): [ ]

(vi) Screen Rate Determination: [Applicable/Not Applicable]

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

- Reference Rate: [•][•]  
[EURIBOR/SONIA/SOFR/€STR/SONIA compounded Index/SOFR Compounded Index]

- Observation Method: [Lag / Observation Shift]

- Lag Period: [5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days/Not Applicable]

*(NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)*

- Observation Shift Period: [5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days /Not Applicable]

*(NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)*

- D: [360/365/[ ]] / [Not Applicable]

- Index Determination: [Applicable/Not Applicable]
- SONIA Compounded Index: [Applicable/Not Applicable]
- SOFR Compounded Index: [Applicable/Not Applicable]
- Relevant Decimal Place: [ ] [5/7] (*unless otherwise specified in the Covered Bonds Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index*)
- Relevant Number of Index Days: [ ] [5] (*unless otherwise specified in the Covered Bonds Final Terms, the Relevant Number shall be 5*)

**[END OF OPTION]**

- Interest Determination Date(s): [The first Business Day in the relevant Interest Period]/ (*select where Interest Determination Date has the meaning specified in Condition 5.2(b)(III), (IV) or (V)*) [•] [London Banking Days/U.S. Government Securities Business Days/TARGET Settlement Days] prior to each Interest Payment Date]
- Relevant Screen Page: [•]
- Relevant Time: [•]
- Relevant Financial Centre: [•]
- (vii) ISDA Determination: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- ISDA Definitions: [2006 ISDA Definitions / 2021 ISDA Definitions]
- Floating Rate Option: [•]  
*(The Floating Rate Option should be selected from one of EUR-EURIBOR-Reuters (if 2006 ISDA Definitions apply) EUR-EURIBOR (if 2021 ISDA Definitions apply) / EUR-EuroSTR / EUR-EuroSTR Compounded Index / GBP SONIA / GBP SONIA Compounded Index USD-SOFR / USD-SOFR Compounded Index (each as defined in the*

ISDA Definitions). These are the options envisaged by the terms and conditions)

- Designated Maturity: [•]  
*(Delegated Maturity will not be relevant where the Floating Rate Option is a risk free rate)*
- Reset Date: [•]/[as specified in the ISDA Definitions]/[the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(ii)] above and as specified in the ISDA Definitions]
- Compounding: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Compounding Method: [Compounding with Lookback  
Lookback: [•] Applicable Business Days]  
[Compounding with Observation Period Shift  
Observation Period Shift: [•] Observation Period Shift Business Days  
Observation Period Shift Additional Business Days: [•] / [Not Applicable]]  
[Compounding with Lockout  
Lockout: [•] Lockout Period Business Days  
Lockout Period Business Days: [•]/[Applicable Business Days]]
- Averaging: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- [Averaging Method: [Averaging with Lookback  
Lookback: [•] Applicable Business Days]  
[Averaging with Observation Period Shift  
Observation Period Shift: [•] Observation

- Period Shift Business days
- Observation Period Shift Additional Business Days: [•]/[Not Applicable]
- [Averaging with Lockout
- Lookout: [•] Lockout Period Business Days
- Lockout Period Business Days: [•]/[Applicable Business Days]
- Index Provisions: [Applicable/Not Applicable]
 

*(If not applicable delete the remaining sub-paragraphs of this paragraph)*
  - Index Method: Compounded Index Method with Observation Period Shift
 

Observation Period Shift: [•] Observation Period Shift Business days

Observation Period Shift Additional Business Days: [•] / [Not Applicable]
- (viii) 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*)]
- (ix) Margin(s): [+/-] [ ] per cent. per annum
- (x) Minimum Rate of Interest: [ ] per cent. per annum
- (xi) Maximum Rate of Interest: [ ] per cent. per annum
- (xii) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]
- Actual/365 (Fixed)
- Actual/365 (Sterling)
- Actual/360
- [30/360][360/360][Bond Basis]
- [30E/360][Eurobond Basis]
- 30E/360 (ISDA)]

## PROVISIONS RELATING TO REDEMPTION

- 19 Notice periods for Condition 7.2 of the Conditions of the Covered Bonds (Redemption for tax reasons): Minimum period: [30] days  
Maximum period: [60] days
- 20 Issuer Call (Condition 7.3 of the Conditions of the Covered Bonds): [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Period: [ ] / [Not Applicable]
- (c) Optional Redemption Amount: [[ ] per Calculation Amount]
- (d) If redeemable in part:
- (i) Minimum Redemption Amount: [ ]
- (ii) Maximum Redemption Amount: [ ]
- (e) Notice periods: Minimum period [15] days  
Maximum period: [60] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent.)*
- 21 Clean-Up Redemption at the Option of the Issuer (pursuant to Condition 7.4 of the Conditions of the Covered Bonds): [Applicable/Not Applicable]
- (a) Clean-Up Percentage: [[75] per cent. / [•] per cent.]
- (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [•] per Covered Bond / [•]
- 22 Final Redemption Amount: [ ] per Calculation Amount
- 23 Early Redemption Amount: [ ] per Calculation Amount

## GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

### 24 Form of Covered Bonds:

1. Form:

[Bearer Covered Bonds:[Temporary Bearer Global Covered Bond exchangeable for a Permanent Bearer Global Covered Bond which is exchangeable for Definitive Covered Bonds upon an Exchange Event]

[Temporary Bearer Global Covered Bond exchangeable for Definitive Covered Bonds on and after the Exchange Date]

[Permanent Bearer Global Covered Bond exchangeable for Definitive Covered Bonds upon an Exchange Event]

[Covered Bonds shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005]

[Registered Covered Bonds:

[Global Covered Bond registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]

[Book-Entry Covered Bonds: [Uncertificated, dematerialised book-entry form Covered Bonds (*anotaciones en cuenta*) registered with Iberclear (Plaza de la Lealtad, 1, 28014 Madrid)][other] [as managing entity of the Central Registry][other registry]][other]

2. [New Global Covered Bond:

[Yes][No]]

3. [New Safekeeping Structure:

[Yes][No]]

### 25 Additional Financial Centre(s):

[Not Applicable/give details]

*(Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which subparagraphs 17(c) relates)*

- 26 Talons for future Coupons to be attached to Definitive Covered Bonds: [Yes, as the Covered Bonds have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
- 27 Substitute assets (*activos de sustitución*): [No / Yes]
- 28 Contractual over-collateralisation: [[ ]% / Not Applicable]
- 29 Derivative financial instruments linked to each issue: [No / [details]]

### [THIRD PARTY INFORMATION]

[[Relevant third party information] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of [Banco de Crédito Social Cooperativo, S.A. / Cajamar Caja Rural, Sociedad Cooperativa de Crédito]

By:

Duly authorised [pursuant to the resolutions of the [•] of the Issuer dated [•]]

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

(i) Listing and Admission to trading: [Application [has been]/[will be] made by the Issuer (or on its behalf) to Euronext Dublin for the Covered Bonds to be admitted to [the Official List of Euronext Dublin] and admitted to trading on [the regulated market of Euronext Dublin] with effect from [ ]].]

[Application [has been]/[will be] made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on AIAF] [with effect from [ ]].]

*(Where documenting a fungible issue need to indicate that original Covered Bonds are already admitted to trading.)*

(ii) Estimate of total expenses related to admission to trading: [ ]

(iii) Trade date: [ ]

### 2. RATINGS

Ratings: [The Covered Bonds to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Covered Bonds of this type issued under the Programme generally]:

*[insert details]] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].*

#### ***Option 1 - CRA established in the EEA and registered under the EU CRA Regulation***

*[[Insert the legal name of the relevant CRA entity] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation")][[Insert legal name of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the*

ESMA website <http://www.esma.europa.eu>].

***Option 2 - CRA established in the EEA, not registered under the EU CRA Regulation but has applied for registration***

*[Insert legal name of particular credit rating agency entity providing rating]* is established in the EEA and has applied for registration under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the [relevant competent authority] / [European Securities and Markets Authority]. *[[Insert legal name of particular credit rating agency entity providing rating]* appears on the latest update of the list of registered credit rating agencies (as of *[insert date of most recent list]*) on the ESMA website <http://www.esma.europa.eu>].

***Option 3 - CRA established in the EEA, not registered under the EU CRA Regulation and not applied for registration***

*[Insert legal name of particular credit rating agency entity providing rating]* is established in the EEA and is neither registered nor has it applied for registration under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**").

***Option 4 - CRA not established in the EEA but relevant rating is endorsed by a CRA which is established and registered under the EU CRA Regulation***

*[Insert legal name of particular credit rating agency entity providing rating]* is not established in the EEA but the rating it has given to the Covered Bonds is endorsed by *[insert legal name of credit rating agency]*, which is established in the EEA and registered under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

***Option 5 - CRA is not established in the EEA and relevant rating is not endorsed under the EU CRA Regulation but CRA is***

***certified under the EU CRA Regulation***

*[Insert legal name of particular credit rating agency entity providing rating]* is not established in the EEA but is certified under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

***Option 6 - CRA neither established in the EEA nor certified under the EU CRA Regulation and relevant rating is not endorsed under the EU CRA Regulation***

*[Insert legal name of particular credit rating agency entity providing rating]* is not established in the EEA and is not certified under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**") and the rating it has given to the Covered Bonds is not endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation.

*[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

*(The above disclosure should reflect the rating allocated to Covered Bonds where the issue has been specifically rated, that rating.)*

**3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

[Save for any fees payable to the [Managers/Dealers/Calculation Agent], so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. The [Managers/Dealers/Calculation Agent] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - *Amend as appropriate if there are other interests*]

*(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)*

**4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS**

- (i) Reasons for the offer: [General financing requirements of the GCC Group / Other – *if reasons for the offer are*

*different from general financial requirements and there is a particular identified use of proceeds, this will need to be stated here*  
[The Covered Bonds are intended to be issued as [Green Covered Bonds / Social Covered Bonds / Sustainability Covered Bonds] and the net proceeds of the issuance of the Covered Bonds will be used as described in "Use of Proceeds" in the Base Prospectus]

(ii) Estimated net proceeds: [ ]

## 5. YIELD (*Fixed Rate Covered Bonds only*)

Indication of yield: [ ]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

## 6. OPERATIONAL INFORMATION

(i) ISIN: [ ]

(ii) Common Code: [ ]

(iii) Any clearing system(s) other than Iberclear, Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

(iv) [Subscription and payment:] [The Covered Bonds have been subscribed and paid up on [•]]

(v) Delivery: Delivery [against/free of] payment

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

(vii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Covered Bonds are intended upon issue to 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 Covered Bonds which are to be held under the NSS]* and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy

and intraday 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 Covered Bonds Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Covered Bonds are capable of meeting them the Covered Bonds 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 Covered Bonds]. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intraday 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.]]

[Not Applicable]

## 7. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names of Managers: [Not Applicable/give *names*]
- (iii) Stabilisation Manager(s) (if any): [Not Applicable/give *name*]
- (iv) If non-syndicated, name of relevant Dealer: [Not Applicable/give *name*]
- (v) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
- (vi) Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
- (If the Covered Bonds clearly do not constitute "packaged" products "Not Applicable" should be specified. If the Covered Bonds may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.)*

(vii) Prohibition of Sales to UK Retail [Applicable/Not Applicable]

Investors:

*(If the Covered Bonds clearly do not constitute "packaged" products "Not Applicable" should be specified. If the Covered Bonds may constitute "packaged" products and no KID will be prepared in the UK, "Applicable" should be specified.)*

## **TERMS AND CONDITIONS OF THE EUROPEAN COVERED BONDS (PREMIUM)**

*The text set out below shall replace, in its entirety, the text in the section of the Base Prospectus entitled "Terms and Conditions of the European Covered Bonds (Premium)" on pages 167 to 223 of the Base Prospectus.*

*"The following are the Terms and Conditions of the Covered Bonds which will be attached to each Global Covered Bond (as defined below) and each definitive Covered Bond, as well. The applicable Covered Bonds Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Covered Bond and definitive Covered Bond. Reference should be made to "Applicable Covered Bonds Final Terms" for a description of the content of Covered Bonds Final Terms which will specify which of such terms are to apply in relation to the relevant Covered Bonds. The Terms and Conditions of the Covered Bonds and the Applicable Final Terms will apply to Book-Entry Covered Bonds.*

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by Banco de Crédito Social Cooperativo, S.A. ("BCC") or Cajamar Caja Rural, Sociedad Cooperativa de Crédito ("Cajamar", and each of BCC and Cajamar, an "Issuer") pursuant (in the case of Bearer Covered Bonds and Registered Covered Bonds) to the Agency Agreement (as defined below).

This Covered Bond will be considered a European Covered Bond (Premium) (*Bono Garantizado Europeo (Premium)*) pursuant to article 4.3 of Royal Decree-Law 24/2021.

*On 6 July 2022, the Bank of Spain authorised the covered bond programmes of Cajamar for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds for an aggregate amount of EUR 8,500,000,000, and with a validity period expiring on 6 July 2025. The Mortgage Covered Bonds and Public Sector Covered Bonds issued under the Programme will form part of the relevant covered bond programme of Cajamar and will be collateralised by the relevant Cover Pool. The Terms and Conditions of the Covered Bonds are compatible and do not contradict the terms of the covered bond programmes.*

*On 9 July 2024, the Bank of Spain authorised the mortgage covered bond programme of BCC for the issuance of Mortgage Covered Bonds for an aggregate amount of EUR 750,000,000, and with a validity period expiring on 9 July 2027. The Mortgage Covered Bonds issued under the Programme will form part of the mortgage covered bond programme of BCC and will be collateralised by the relevant Cover Pool. The Terms and Conditions of the Mortgage Covered Bonds are compatible and do not contradict the terms of the mortgage covered bond programme.*

References herein to the "**Covered Bonds**" shall be references to the Covered Bonds of this Series and shall mean:

- (a) in relation to any Covered Bonds represented by a global Covered Bond (a "**Global Covered Bond**"), units of each Specified Denomination in the Specified Currency;
- (b) any Global Covered Bond;

- (c) any definitive Covered Bonds in bearer form ("**Bearer Covered Bonds**") issued in exchange for a Global Covered Bond in bearer form;
- (d) any definitive Covered Bonds in registered form ("**Registered Covered Bonds**") (whether or not issued in exchange for a Global Covered Bond in registered form); and
- (e) in respect of Covered Bonds in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) ("**Book-Entry Covered Bonds**"), units of each Specified Denomination in the Specified Currency.

The Covered Bonds (other than the Book-Entry Covered Bonds) and the Coupons (as defined below) have the benefit of an amended and restated agency agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") dated 7 June 2024 and made between the Issuers, Deutsche Bank AG, London Branch as principal paying agent (the "**Principal Paying Agent**", which expression shall include any successor principal paying agent) and the other paying agents named therein (together with the Principal Paying Agent, the "**Paying Agents**", which expression shall include any additional or successor paying agents), Deutsche Bank Luxembourg, S.A. as registrar (the "**Registrar**", which expression shall include any successor registrar), a transfer agent and the other transfer agents named therein (together with the Registrar, the "**Transfer Agents**", which expression shall include any additional or successor transfer agents). For the Book-Entry Covered Bonds, the Issuer will act as local paying agent (the "**Local Paying Agent**"). The Principal Paying Agent, the Registrar, the Paying Agents, the Transfer Agents and the Local Paying Agent together referred to as the "**Agents**".

The final terms for this Covered Bond (or the relevant provisions thereof) are set out in Part A of the Covered Bonds Final Terms attached to or endorsed on this Covered Bond which complete these Terms and Conditions (the "**Conditions**"). References to the "**applicable Covered Bonds Final Terms**" are, unless otherwise stated, to Part A of the Covered Bonds Final Terms (or the relevant provisions thereof) attached to or endorsed on this Covered Bond. In the Conditions, the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended.

Interest bearing definitive Bearer Covered Bonds have interest coupons ("**Coupons**") and, in the case of Bearer Covered Bonds which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Registered Covered Bonds and Global Covered Bonds do not have Coupons or Talons attached on issue.

Any reference to "**Holders**" or "**holders**" in relation to any Covered Bonds shall mean (in the case of Bearer Covered Bonds) the holders of the Covered Bonds and (in the case of Registered Covered Bonds) the persons in whose name the Covered Bonds are registered and shall, in relation to any Covered Bonds represented by a Global Covered Bond, be construed as provided below. Any reference herein to "**Couponholders**" shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As regards Book-Entry Covered Bonds, any reference to "**Holders**" or "**holders**" in relation to Book-Entry Covered Bonds shall mean the persons registered in the central registry (the "**Central Registry**") maintained by Sociedad de Gestión de los Sistemas de Registro,

Compensación y Liquidación de Valores, S.A., Unipersonal ("**Iberclear**") or in the registry maintained by the relevant member (*entidad participante*) of Iberclear ("**Iberclear Member**"). Any reference herein to Coupons and Talons and to their respective holders shall not be applicable.

As used herein, "**Tranche**" means Covered Bonds which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The rights of the Holders to proceed directly against the Issuer in the relevant circumstances are provided for directly under Condition 4 (*Direct Rights*) and the terms of the relevant Global Covered Bonds.

Copies of the Agency Agreement (i) are available for inspection or collection during normal business hours at the specified office of each of the Paying Agents or (ii) may be provided by email to a Holder following their prior written request to any Paying Agents or the Issuer and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent or the Issuer, as the case may be). If the Covered Bonds are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**"), or, as the case may be, on the Spanish fixed income securities market, AIAF Mercado de Renta Fija ("**AIAF**"), the applicable Covered Bonds Final Terms will be published on the website of the Issuer ([www.bcc.es/en/informacion-para-inversores/](http://www.bcc.es/en/informacion-para-inversores/) or <https://www.cajamar.es/en/comun/informacion-corporativa/>, as applicable). The Holders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Covered Bonds Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement or used in the applicable Covered Bonds Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Covered Bonds Final Terms, the applicable Covered Bonds Final Terms will prevail.

Any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or replaced.

In the Conditions, "**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

## **Definitions**

In the Conditions, the following expressions have the following meanings:

"**Calculation Agent**" means the party specified in the applicable Final Terms as being responsible for determining the Rate of Interest and/or calculating the Interest Amount in

respect of the Covered Bonds unless (i) where such party is a party other than the Issuer, that party fails to perform or notifies the Issuer that it is unable to perform any of its duties or obligations as Calculation Agent or (ii) where such party is the Issuer, the Issuer determines in its sole discretion to appoint another party as Calculation Agent, in which case the Calculation Agent shall be such other party as is appointed by the Issuer to act as Calculation Agent, which party may, as applicable, include the Issuer or an affiliate of the Issuer and shall be a leading bank or financial institution, or another party of recognised standing and with appropriate expertise to make the determinations and/or calculations to be made by the Calculation Agent.

"**Calculation Amount**" has the meaning given to it in the applicable Covered Bonds Final Terms.

"**Cover Pool**" means a pool of clearly defined Eligible Assets for Mortgage Covered Bonds or Eligible Assets for Public Sector Covered Bonds that secure the payment obligations attached to the Mortgage Covered Bonds or the Public Sector Covered Bonds, respectively (each, a "**relevant Cover Pool**"), with the Eligible Assets included in each applicable Cover Pool segregable from other assets of the Issuer, all in accordance with the provisions of Royal Decree-Law 24/2021.

"**Cover Pool Monitor**" means the external or internal monitor of the relevant Cover Pool(s) appointed in accordance with the provisions of Royal Decree-Law 24/2021 (*órgano de control del conjunto de cobertura*).

"**Covered Bonds**" means the Mortgage Covered Bonds and the Public Sector Covered Bonds.

"**CRR**" means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26th June 2013 on the prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012 or such other regulation as may come into effect in place thereof, (in all cases, as amended from time to time, including by CRR II).

"**CRR II**" means Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012.

"**Definitive Bearer Covered Bond**" means a Bearer Covered Bond in definitive form issued or, as the case may require, to be issued by the Issuer in exchange for all or (in the case of a Temporary Bearer Global Covered Bond) part of a Global Covered Bond in bearer form, the Definitive Bearer Covered Bond being in or substantially in the form set out in the Agency Agreement with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent and the relevant Dealer and having the Conditions endorsed on it and having the applicable Covered Bonds Final Terms (or the relevant provisions of the applicable Covered Bonds Final Terms) endorsed on it and having Coupons and, where appropriate, Talons attached to it on issue.

"**Definitive Covered Bonds**" means Definitive Bearer Covered Bonds and/or, as the context may require, Definitive Registered Covered Bonds.

"**Definitive Registered Covered Bonds**" means a Registered Covered Bond in definitive form issued or, as the case may require, to be issued by the Issuer either on issue or in

exchange for all of a Registered Global Covered Bond, the Registered Covered Bond in definitive form being in or substantially in the form set out in the Agency Agreement with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent and the relevant Dealer and having the Conditions endorsed on it or attached to it and having the applicable Covered Bonds Final Terms (or the relevant provisions of the applicable Covered Bonds Final Terms) endorsed on it or attached to it.

"**Eligible Assets**" means the Eligible Assets for Mortgage Covered Bonds and the Eligible Assets for Public Sector Covered Bonds, as applicable.

"**Eligible Assets for Mortgage Covered Bonds**" means the eligible assets which form part of the Cover Pool for Mortgage Covered Bonds, including (i) the eligible primary assets referred to in paragraphs (d) and (f) of article 129.1 of CRR, (ii) replacement assets, (iii) the liquid assets that make up the liquidity buffer of such Cover Pool and (iv) the credit rights in connection with the derivative financial instruments linked to such Cover Pool, all in accordance with the applicable regulations in force from time to time and the corresponding covered bond programme authorised by the Bank of Spain.

"**Eligible Assets for Public Sector Covered Bonds**" means the eligible assets which form part of the Cover Pool for Public Sector Covered Bonds, including (i) the loans or credits against counterparties eligible as primary assets referred to in paragraph (a) of article 129.1 of the CRR, (ii) replacement assets, (iii) the liquid assets that make up the liquidity buffer of such Cover Pool and (iv) the credit rights in connection with the derivative financial instruments linked to such Cover Pool, all in accordance with the applicable regulations in force from time to time and the corresponding covered bond programme authorised by the Bank of Spain.

"**Extended Maturity Date**" has the meaning given in the relevant Covered Bonds Final Terms.

"**FROB**" means the Spanish Executive Resolution Authority (*Fondo de Reestructuración Ordenada Bancaria*).

"**Insolvency Law**" means the restated text of the Spanish Insolvency Law approved by Legislative Royal Decree 1/2020, of 5 May (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*), as amended or replaced.

"**Law 10/2014**" means Law 10/2014, of 26 June on the organisation, supervision and solvency of credit institutions (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*), as amended or replaced.

"**Law 11/2015**" means Law 11/2015 of 18 June on the Recovery and Resolution of Credit Institutions and Investment Firms (*Ley 11/2015, de 18 de junio, de recuperación y resolución de entidades de crédito y empresas de servicios de inversión*), as amended or replaced from time to time.

"**Mortgage Covered Bonds**" (*cédulas hipotecarias*) means Covered Bonds collateralised by eligible primary assets referred to in paragraphs (d) and (f) of article 129.1 of CRR.

"**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.

**"Public Sector Covered Bonds"** (*cédulas territoriales*) means Covered Bonds collateralised by loans or credits against counterparties eligible as primary assets referred to in paragraph (a) of article 129.1 of CRR, provided that such loans are not linked to the financing of contracts for the export of goods and services or to the internationalisation of companies.

**"Relevant Account Holder"** means any account holder with a Relevant Clearing System which has Underlying Covered Bonds credited to its securities account from time to time (other than any Relevant Clearing System which is an account holder of any other Relevant Clearing System).

**"Relevant Clearing System"** means Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), Euroclear Bank SA/NV ("**Euroclear**"), Iberclear and/or any other clearing system or systems as is specified in Part B of the Covered Bonds Final Terms relating to any Covered Bond.

**"Relevant Time"** means the time at which Direct Rights (as defined in the Global Covered Bond) are acquired under such Global Covered Bond in accordance with its terms.

**"Royal Decree-Law 24/2021"** means Royal Decree-Law 24/2021, of 2 November, on the transposition of European Union directives in the areas of covered bonds, cross-border distribution of collective investment undertakings, open data and reuse of public sector information, exercise of copyright and related rights applicable to certain online transmissions and retransmissions of radio and television programmes, temporary exemptions for certain imports and supplies, for consumers and for the promotion of clean and energy efficient road transport vehicles (*Real Decreto-ley 24/2021, de 2 de noviembre, de transposición de directivas de la Unión Europea en las materias de bonos garantizados, distribución transfronteriza de organismos de inversión colectiva, datos abiertos y reutilización de la información del sector público, ejercicio de derechos de autor y derechos afines aplicables a determinadas transmisiones en línea y a las retransmisiones de programas de radio y televisión, exenciones temporales a determinadas importaciones y suministros, de personas consumidoras y para la promoción de vehículos de transporte por carretera limpios y energéticamente eficientes*), as amended or replaced.

**"Senior Preferred Obligations"** means any unsubordinated and unsecured obligations (*créditos ordinarios*) of the Issuer, other than the Senior Non Preferred Obligations.

**"Senior Non Preferred Obligations"** means any unsubordinated and unsecured non-preferred obligations (*créditos ordinarios no preferentes*) of the Issuer referred to under Additional Provision 14.2 of Law 11/2015 and any other obligations which, by law and/or by their terms, and to the extent permitted by Spanish law, rank *pari passu* with the Senior Non Preferred Obligations.

**"Special Cover Pool Administrator"** means the special administrator of the relevant Cover Pool(s) appointed in the event of insolvency (*concurso*) or resolution of the Issuer in accordance with Royal Decree-Law 24/2021.

**"Subsidiary"** means, in relation to an entity (the "**First Entity**"), any entity (the "**Second Entity**") controlled by that First Entity where control is determined by:

(a) ownership (directly or indirectly) of a majority of the share capital of the Second Entity; or

(b) the power to appoint or remove a majority of the members of the governing body of the Second Entity.

"T2" means the real time gross settlement system operated by the Eurosystem or any successor system.

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

"Underlying Covered Bonds" means the Covered Bonds initially represented by, and comprised in, Global Covered Bonds, in each case representing a certain number of underlying Covered Bonds.

## **1. FORM, DENOMINATION AND TITLE**

### **1.1 Form and Denomination**

The Covered Bonds are in bearer form ("**Bearer Covered Bonds**") or registered form ("**Registered Covered Bonds**") or uncertificated, dematerialised book-entry form ("**Book-Entry Covered Bonds**") in the currency (the "**Specified Currency**") and the denominations (the "**Specified Denomination(s)**") specified in the applicable Covered Bonds Final Terms and in the case of definitive Covered Bonds, serially numbered. Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination and Bearer Covered Bonds may not be exchanged for Registered Covered Bonds and *vice versa* and Book-Entry Covered Bonds may not be exchanged for Bearer Covered Bonds or Registered Covered Bonds and *vice versa*.

Definitive Bearer Covered Bonds are issued with Coupons attached.

### **1.2 Type of Covered Bonds**

This Covered Bond may be a Mortgage Covered Bond or a Public Sector Covered Bond.

This Covered Bond may also be a Fixed Rate Covered Bond, a Floating Rate Covered Bond or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Covered Bonds Final Terms.

### **1.3 Title**

Subject as set out below, title to the Bearer Covered Bonds and Coupons will pass by delivery and title to the Registered Covered Bonds will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Covered Bond or Coupon and the registered holder of any Registered Covered Bond as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes and shall not be required to obtain any proof thereof or as to the identity of such bearer but, in the case of any Global Covered Bond, without prejudice to the provisions set out in the next succeeding paragraph.

## 1.4 Covered Bonds in Global Form

For so long as any of the Covered Bonds is represented by a Global Covered Bond held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Covered Bonds (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Agents as the holder of such nominal amount of such Covered Bonds for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Covered Bonds, for which purpose the bearer of the relevant Bearer Global Covered Bond or the registered holder of the relevant Registered Global Covered Bond shall be treated by the Issuer and any Agent as the holder of such nominal amount of such Covered Bonds in accordance with and subject to the terms of the relevant Global Covered Bond and the expressions "**Holder**" and "**holder of Covered Bonds**" and related expressions shall be construed accordingly.

Covered Bonds which are represented by a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified Part B of the applicable Covered Bonds Final Terms.

## 1.5 Book-Entry Covered Bonds

Book-Entry Covered Bonds may be transferred and title to the Book-Entry Covered Bonds may pass, in accordance with Spanish law and with all rules, restrictions and requirements of Iberclear (or, as the case may be, the relevant Iberclear Member), upon registration in the Central Registry or, as the case may be, the registry maintained by the relevant Iberclear Member. Each holder of Book-Entry Covered Bonds will be (except as otherwise required by Spanish law) treated as the absolute owner of the relevant Book-Entry Covered Bond for all purposes and no person will be liable for so treating the holder of Book-Entry Covered Bonds.

The creation of limited *in rem* rights or any other encumbrance on the Book-Entry Covered Bond must be entered in the corresponding account and effected in accordance with the then current procedures of Iberclear (or relevant Iberclear Member).

One or more certificates evidencing the relevant Holder's holding of Book-Entry Covered Bonds in the relevant registry will be delivered by the relevant Iberclear Member or, where the Holder is itself a Iberclear Member, by Iberclear (in each case, in accordance with the requirements of Spanish law and the procedures of the relevant Iberclear Member or, as the case may be, Iberclear) to such Holder upon such Holder's request.

## 2. TRANSFERS OF REGISTERED COVERED BONDS

## **2.1 Transfers of interests in Registered Global Covered Bonds**

Transfers of beneficial interests in Registered Global Covered Bonds will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Covered Bond will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Covered Bonds in definitive form or for a beneficial interest in another Registered Global Covered Bond of the same series only in the authorised denominations set out in the applicable Covered Bonds Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.

## **2.2 Transfers of Registered Covered Bonds in definitive form**

Subject as provided in paragraphs 2.3 below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Covered Bond in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Covered Bonds Final Terms). In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Covered Bond for registration of the transfer of the Registered Covered Bond (or the relevant part of the Registered Covered Bond) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 8 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Covered Bond in definitive form of a like aggregate nominal amount to the Registered Covered Bond (or the relevant part of the Registered Covered Bond) transferred. In the case of the transfer of part only of a Registered Covered Bond in definitive form, a new Registered Covered Bond in definitive form in respect of the balance of the Registered Covered Bond not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

## **2.3 Registration of transfer upon partial redemption**

In the event of a partial redemption of Covered Bonds under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register the transfer of any

Registered Covered Bond, or part of a Registered Covered Bond, called for partial redemption.

## 2.4 Costs of registration

Holders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

## 3. STATUS OF THE COVERED BONDS

The payment obligations of the Issuer on account of principal under the Covered Bonds constitute direct, unconditional and unsubordinated obligations of the Issuer.

In accordance with article 6 of Royal Decree-Law 24/2021, Holders will be considered creditors with special preference (*acreedores con preferencia especial*) in respect of the assets included in the relevant Cover Pool pursuant to paragraph 8° of article 1,922 and paragraph 6° of article 1,923 of the Spanish Civil Code.

Subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise), upon the insolvency (*concurso*) of the Issuer (i) pursuant to article 270.7 of the Insolvency Law, claims of Holders under the Covered Bonds shall be recognised as obligations of the Issuer with special privilege (*créditos con privilegio especial*) in respect of the assets in the relevant Cover Pool, and, (ii) in accordance with article 42.1 of Royal Decree-Law 24/2021, to the extent that claims against the Issuer under the Covered Bonds are not fully satisfied from the assets in the relevant Cover Pool, the residual claims under the Covered Bonds will rank: (a) *pari passu* among themselves and with any Senior Preferred Obligations; and (b) senior to Senior Non-Preferred Obligations and subordinated obligations (*créditos subordinados*) of the Issuer under article 281.1 of the Insolvency Law.

*The Covered Bonds are obligations enforceable in accordance with the terms of Law 1/2000, of 7 January, on Civil Proceedings and will be issued in accordance with Royal Decree-Law 24/2021. Neither the insolvency (concurso) of the Issuer nor the Issuer being subject to any resolution procedure shall:*

- *cause the automatic early termination of the payment obligations under the Covered Bonds or otherwise affect the Issuer's obligation to fulfil any of its obligations under the Covered Bonds (without prejudice to the provisions of article 42.2 of Law 11/2015);*
- *entitle the Holders to require the Issuer to redeem the Covered Bonds prior to the Maturity Date or the Extended Maturity Date, as applicable;*
- *result in the suspension of accrual of interest on the Covered Bonds; nor*
- *result in the termination or early redemption of the derivative contracts included in the relevant Cover Pool (if any).*

*Upon insolvency (concurso) or resolution of the Issuer, the Special Cover Pool Administrator will be appointed by the competent court after consultation with the*

*Bank of Spain from among persons nominated by the FROB (in the event of insolvency (concurso) of the Issuer) or directly by the FROB in consultation with the Bank of Spain (in the event of resolution of the Issuer). The Special Cover Pool Administrator will preserve the rights and interests of the Holders and will oversee the management (in the event of resolution of the Issuer) or will manage (in the event of insolvency (concurso) of the Issuer) the covered bond programmes of the Issuer.*

*In addition, upon insolvency (concurso) of the Issuer, the assets of the relevant Cover Pool registered in the special register maintained by the Issuer will be materially segregated from the Issuer's assets and will form a separate estate without legal personality, which will be represented by the Special Cover Pool Administrator.*

*The segregation described above implies that the assets forming part of the relevant Cover Pool:*

- (i) do not form part of the Issuer's insolvency estate (masa del concurso) until the claims of the Holders and the relevant derivative counterparties (if any) and the expenses related to the maintenance and management of the separate estate (and, if applicable, to its liquidation) are satisfied; and*
- (ii) are protected against the rights of third parties and therefore cannot be rescinded by application of the reinstatement actions provided for in the insolvency legislation, except as provided in article 42.2 of Royal Decree-Law 24/2021.*

*The Special Cover Pool Administrator shall determine that the assets in the Cover Pool registered in the special register maintained by the Issuer, together with any corresponding liabilities, will be transferred to form a separate estate from the Issuer without legal personality.*

### ***Internal policies and procedures for the management and monitoring of the relevant Cover Pool***

*Each Issuer has defined a general policy to govern the management and monitoring of the relevant Cover Pool, which was approved by its management bodies (each, a "Policy").*

*Each Policy applies to the Covered Bonds, as applicable, issued by the Issuers in Spain, as well as to Covered Bonds issued outside of Spain in accordance with Royal Decree-Law 24/2021 and sets out the general guidelines that they must comply with, in addition to the recommendations from supervisory bodies and best market practices that they are also required to take into consideration.*

*The Issuers must ensure that the liabilities of the covered bond programmes are backed at all times with Eligible Assets, complying in any case, and at all times, with the applicable legal or contractual over-collateralisation levels. Compliance with these limits shall be monitored on an ongoing basis.*

*Only assets meeting the eligibility conditions of the covered bond programmes shall be included in the relevant Cover Pool. Inclusion or exclusion of any assets from the relevant Cover Pool or adoption of any legal action that may affect its effectiveness*

*shall be contingent upon verification of compliance with applicable regulations, following authorisation from the Cover Pool Monitor.*

*Only assets that can be segregated may be included in the relevant Cover Pool and the Issuers shall maintain a special register of the assets included in the relevant Cover Pool. For the purposes of article 1,922 and article 1,923 of the Spanish Civil Code and article 270.7 of the Insolvency Law, the registration of the assets in the special register will permit: (a) the identification by the Issuers of all the assets that form part of the relevant Cover Pool; and (b) the allocation of the registered assets to secure the payment obligations under the Covered Bonds in accordance with article 6 of Royal Decree-Law 24/2021.*

*The Cover Pool of each covered bond programme will consist of Eligible Assets with different characteristics, including structural features, lifetime or risk profile in the Cover Pool. The Policy sets out rules aimed at preserving the granularity of the pool of Eligible Assets, as well as at identifying and addressing potential mismatches in maturities, lifetime and interest rates, as well as, where appropriate, exchange rates.*

*The following paragraphs summarise the policies and procedures contained in the Policies which are more relevant for Holders (pursuant to the disclosure requirements contained in letter c) of article 7.2 of Royal Decree-Law 24/2021):*

- (i) Intermoney Agency Services, S.A. was appointed by Cajamar on 29 March 2022 as Cover Pool Monitor of the covered bond programmes of Cajamar for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds;*
- (ii) Intermoney Agency Services, S.A. was appointed by BCC on 24 May 2023 as Cover Pool Monitor of the mortgage covered bond programme of BCC for the issuance of Mortgage Covered Bonds;*
- (iii) the criteria and the procedures set out by the Issuers for the selection, assignment, monitoring and reporting of the assets in the relevant Cover Pool and for updating the special register of the relevant Cover Pool. For these purposes, the Issuers will set out a special electronic register in order to ensure the adequate allocation of the Covered Bonds to the relevant Cover Pool, complying with the applicable legal and contractual over-collateralisation requirements in each covered bonds programme. Such registries will guarantee that the Cover Pool Monitors have access to the necessary information to perform their duties. In any case, the Cover Pool Monitors will have immediate access to the person in charge of the internal control unit of the Issuers in accordance with article 32.2 of Royal Decree-Law 24/2021. If a breach of the legal or contractual requirements applicable to the assets forming part of a Cover Pool is identified by the Cover Pool Monitors or any other level of supervision, the Issuers will substitute such asset for an Eligible Asset. These procedures will be coordinated by the capital markets and investor's relations team of the Issuer;*
- (iv) the methodology and steps proposed to execute the periodical tests that the Issuers will perform for the purposes of, among others, confirming that the Eligible Assets included in the relevant Cover Pool comply with the requirements set forth in Royal Decree-Law 24/2021. Such tests will be*

*performed on the basis of a base case which assumptions are deemed adequate by the Cover Pool Monitors.*

#### **4. DIRECT RIGHTS**

If at any time the bearer of the Bearer Global Covered Bond and the registered holder of the Registered Global Covered Bond ceases to have rights under it in accordance with its terms, the Issuer covenants with each Relevant Account Holder (other than any Relevant Clearing System which is an account holder of any other Relevant Clearing System) that each Relevant Account Holder shall automatically acquire at the Relevant Time, under this Condition 4 and the provisions of the relevant Global Covered Bonds, without the need for any further action on behalf of any person, against the Issuer all those rights which the Relevant Account Holder would have had if at the Relevant Time it held and beneficially owned executed and authenticated Definitive Covered Bonds in respect of each Underlying Covered Bond represented by the Global Covered Bond which the Relevant Account Holder has credited to its securities account with the Relevant Clearing System at the Relevant Time and, from that time, the Relevant Account Holder will have no further rights under the relevant Global Covered Bond.

#### **5. INTEREST**

The applicable Covered Bonds Final Terms will indicate whether the Covered Bonds are Fixed Rate Covered Bonds or Floating Rate Covered Bonds.

##### **5.1 Interest on Fixed Rate Covered Bonds**

This Condition 5.1 applies to Fixed Rate Covered Bonds only. The applicable Covered Bonds Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 5.1 for full information on the manner in which interest is calculated on Fixed Rate Covered Bonds. In particular, the applicable Covered Bonds Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Covered Bond bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Covered Bonds are in definitive form, except as provided in the applicable Covered Bonds Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Covered Bonds Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Covered Bonds in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Covered Bonds Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (a) in the case of Fixed Rate Covered Bonds which are represented by a Global Covered Bond or which are Book-Entry Covered Bonds, the aggregate outstanding nominal amount of the Fixed Rate Covered Bonds represented by such Global Covered Bond or Book-Entry Covered Bonds; or
- (b) in the case of Fixed Rate Covered Bonds in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Covered Bond in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Covered Bond shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**"Day Count Fraction"** means, in respect of the calculation of an amount of interest, in accordance with this Condition 5.1:

- (i) if "Actual/Actual (ICMA)" is specified in the applicable Covered Bonds Final Terms:
  - (A) in the case of Covered Bonds where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Covered Bonds Final Terms) that would occur in one calendar year; or
  - (B) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
    - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of

days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

- (ii) if "30/360" is specified in the applicable Covered Bonds Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Conditions:

**"Determination Period"** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

**"sub-unit"** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## 5.2 Interest on Floating Rate Covered Bonds

### (a) Interest Payment Dates

This Condition 5.2 applies to Floating Rate Covered Bonds only. The applicable Covered Bonds Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 5.2 for full information on the manner in which interest is calculated on Floating Rate Covered Bonds. In particular, the applicable Covered Bonds Final Terms will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Covered Bonds Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Covered Bonds Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s) and Relevant Screen Page.

Each Floating Rate Covered Bond bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Covered Bonds Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Covered Bonds Final Terms, each date (each such date,

together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Covered Bonds Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, "**Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If a Business Day Convention is specified in the applicable Covered Bonds Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(ii) (*Interest on Floating Rate Covered Bonds – Interest Payment Dates*) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply mutatis mutandis or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, "**Business Day**" means a day which is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in

each Additional Business Centre (other than T2) specified in the applicable Covered Bonds Final Terms;

- (b) if T2 is specified as an Additional Business Centre in the applicable Covered Bonds Final Terms, a day on which the T2 is open; and
- (c) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the T2 is open.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds will be determined in the manner specified in the applicable Covered Bonds Final Terms.

- I. *Screen Rate Determination*: If Screen Rate Determination is specified in the applicable Covered Bonds Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds for each Interest Period will be (other than in respect of Covered Bonds for which SONIA, SOFR and/or €STR or any related index is specified as the Reference Rate in the applicable Covered Bonds Final Terms) determined by the Calculation Agent on the following basis:
  - (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
  - (ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Covered Bonds Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:
    - (A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
    - (B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

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

- (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;

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 Covered Bonds 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 Covered Bonds in respect of a preceding Interest Period.

- II. *ISDA Determination*: If ISDA Determination is specified in the applicable Covered Bonds Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds 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 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 (provided that in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which require the Calculation Agent to exercise its discretion shall instead be made by the Issuer or its designee) and under which:
  - (i) if the Covered Bonds Final Terms specify either "2006 ISDA Definitions" or "2021 ISDA Definitions" as the applicable ISDA Definitions:
    - (A) the Floating Rate Option is as specified in the applicable Covered Bonds Final Terms;
    - (B) the Designated Maturity, if applicable, is a period specified in the applicable Covered Bonds Final Terms;

(C) the relevant Reset Date, unless otherwise specified in the applicable Covered Bonds Final Terms, has the meaning given to it in the ISDA Definitions;

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

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

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

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

(E) if the specified Floating Rate Option is an Overnight Floating Rate Option, Compounding is specified to be applicable in the applicable Covered Bonds Final Terms and:

(1) if Compounding with Lookback is specified as the Compounding Method in the applicable Covered Bonds Final Terms then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days specified in the applicable Covered Bonds Final Terms;

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

- (3) if Compounding with Lockout is specified as the Compounding Method in the applicable Covered Bonds Final Terms then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days specified in the applicable Covered Bonds Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the applicable Covered Bonds Final Terms;
- (F) if the specified Floating Rate Option is an Overnight Floating Rate Option, Averaging is specified to be applicable in the applicable Covered Bonds Final Terms and:
  - (1) if Averaging with Lookback is specified as the Averaging Method in the applicable Covered Bonds Final Terms then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days specified in applicable Covered Bonds Final Terms;
  - (2) if Averaging with Observation Period Shift is specified as the Averaging Method in the applicable Covered Bonds Final Terms then (a) Averaging with Overnight Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the applicable Covered Bonds Final Terms and (c) Observation Period Shift Additional Business Days, if applicable, are the days specified in the applicable Covered Bonds Final Terms; or
  - (3) if Averaging with Lockout is specified as the Averaging Method in the applicable Covered Bonds Final Terms then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days specified in the applicable Covered Bonds Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the applicable Covered Bonds Final Terms; and
- (G) if the specified Floating Rate Option is an Index Floating Rate Option and Index Provisions are specified to be applicable in the applicable Covered Bonds Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the applicable Covered Bonds Final Terms and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the applicable Covered Bonds Final Terms;

- (ii) references in the ISDA Definitions to:
  - (A) "**Confirmation**" shall be references to the applicable Covered Bonds Final Terms;
  - (B) "**Calculation Period**" shall be references to the relevant Interest Period;
  - (C) "**Termination Date**" shall be references to the Maturity Date (or to the Extended Maturity Date, as applicable);
  - (D) "**Effective Date**" shall be references to the Interest Commencement Date; and
- (iii) if the Covered Bonds Final Terms specify "2021 ISDA Definitions" as being applicable:
  - (A) "**Administrator/Benchmark Event**" shall be disappplied; and
  - (B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".
- (iv) Unless otherwise defined capitalised terms used in this Condition 5.2(b)(II) shall have the meaning ascribed to them in the ISDA Definitions.
- (v) For the purposes of this Condition 5.2(b)(II):

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

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

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

"**ISDA Definitions**" has the meaning given in the applicable Covered Bonds Final Terms.

III. *Interest – Floating Rate Covered Bonds referencing SONIA (Screen Rate Determination)*

- (i) This Condition 5.2(b)(III) is applicable to the Covered Bonds only if the Floating Rate Covered Bond Provisions are specified in the applicable Covered Bonds Final Terms as being applicable, Screen Rate Determination is specified in the applicable Covered Bonds Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the applicable Covered Bonds Final Terms as being "SONIA".
- (ii) Where "SONIA" is specified as the Reference Rate in the Covered Bonds Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the applicable Covered Bonds Final Terms) the Margin, all as determined by the Calculation Agent.
- (iii) For the purposes of this Condition 5.2(b)(III):

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

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

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

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period;

"**do**" means the number of London Banking Days in:

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period;

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

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period;

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

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

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

"n<sub>i</sub>" for any London Banking Day "i", in the relevant Interest Period or Observation Period (as applicable) is the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

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

"p" for any Interest Period or Observation Period (as applicable), means the number of London Banking Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the applicable Covered Bonds Final Terms or if no such period is specified, five London Banking Days;

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

distributors) on the London Banking Day immediately following such London Banking Day; and

"SONIA<sub>i</sub>" means the SONIA Reference Rate for:

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant London Banking Day "i";

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

- (iv) If, in respect of any London Banking Day in the relevant Interest Period or Observation Period (as applicable), the Calculation Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 5.4, be:
  - (A) the sum of (a) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Banking Day; and (b) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
  - (B) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, (a) the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (b) if this is more recent, the latest determined rate under (A).
- (v) Subject to Condition 5.4, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5.2(b)(III), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which

applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Covered Bonds for the first Interest Period had the Covered Bonds been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

*IV. Interest – Floating Rate Covered Bonds referencing SOFR (Screen Rate Determination)*

- (i) This Condition 5.2(b)(IV) is applicable to the Covered Bonds only if the Floating Rate Covered Bond Provisions are specified in the applicable Covered Bonds Final Terms as being applicable, Screen Rate Determination is specified in the applicable Covered Bonds Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the applicable Covered Bonds Final Terms as being "SOFR".
- (ii) Where "SOFR" is specified as the Reference Rate in the Covered Bonds Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the Benchmark plus or minus (as specified in the applicable Covered Bonds Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 5.2(b)(IV):

**"Benchmark"** means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 5.2(b)(IV).

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

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 5.2(b)(IV)(iv) below will apply.

**"Business Day"** means any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

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

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

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

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period.

**"do"** is the number of U.S. Government Securities Business Days in:

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period.

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

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period,

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

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

**"n<sub>i</sub>"** for any U.S. Government Securities Business Day "i" in the relevant Interest Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("**i+1**");

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

**"p"** for any Interest Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the applicable Covered Bonds Final Terms or if no such period is specified, five U.S. Government Securities Business Days;

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

- (i) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or
- (ii) Subject to Condition 5.2(b)(IV)(iv) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

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

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

**"SOFR<sub>i</sub>"** means the SOFR for:

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

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

- (iv) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Covered Bonds in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Holders.

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

- (i) will be conclusive and binding absent manifest error;
- (ii) will be made in the sole discretion of the Issuer; and
- (iii) notwithstanding anything to the contrary in the documentation relating to the Covered Bonds, shall become effective without consent from the holders of the Covered Bonds or any other party.

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

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

- (i) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (B) the Benchmark Replacement Adjustment;
- (ii) the sum of: (A) the ISDA Fallback Rate and (B) the Benchmark Replacement Adjustment; or
- (iii) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (B) the Benchmark Replacement Adjustment;

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

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

**"Benchmark Replacement Conforming Changes"** means, with respect to any Benchmark Replacement, any technical, administrative

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

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

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

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

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

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

administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

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

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

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

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

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

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

- (v) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition 5.2(b)(IV)(iv) above will be notified promptly by the Issuer to the Principal Paying Agent, the Local Paying Agent (in case of Book-Entry Covered Bonds), the Calculation Agent, the Paying Agents and, in accordance with Condition 14 (*Notices*), the Holders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

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

- (A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 5.2(b)(IV); and
  - (B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.
- (vi) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5.2(b)(IV), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Covered Bonds for the first Interest Period had the Covered Bonds been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

*V. Interest – Floating Rate Covered Bonds referencing €STR (Screen Rate Determination)*

- (i) This Condition 5.2(b)(V) is applicable to the Covered Bonds only if the Floating Rate Covered Bond Provisions are specified in the applicable Covered Bonds Final Terms as being applicable, Screen Rate Determination is specified in the applicable Covered Bonds Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the applicable Covered Bonds Final Terms as being "€STR".
- (ii) Where "€STR" is specified as the Reference Rate in the Covered Bonds Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the applicable Covered Bonds Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 5.2(b)(v)(V):

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

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{€STR} \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

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

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the applicable Covered Bonds Final Terms (or, if no such number is specified, 360);

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

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period;

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

**"€STR Administrator"** means the European Central Bank (or any successor administrator of €STR);

**"€STR Administrator's Website"** means as the website of the European Central Bank or any successor source;

**"€STR<sub>i</sub>"** means the €STR reference rate for:

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant TARGET Settlement Day "i".

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

- (i) where "Lag" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Covered Bonds Final Terms, the relevant Observation Period;

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

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

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

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

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

- (iv) Subject to Condition 5.4, if, where any Rate of Interest is to be calculated pursuant to Condition 5.2(b)(V)(ii) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the €STR Administrator on the €STR Administrator's Website, as determined by the Calculation Agent.
- (v) Subject to Condition 5.4, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5.2(b)(V), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Covered Bonds for the first Interest Period had the Covered Bonds been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

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

This Condition 5.2(b)(VI) is applicable to the Covered Bonds only if the Floating Rate Covered Bond Provisions are specified in the applicable Covered Bonds Final Terms as being applicable, Screen Rate Determination is specified in the applicable Covered Bonds Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and "Index Determination" is specified in the applicable Covered Bonds Final Terms as being applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

Provided that a Benchmark Event has not occurred in respect of the relevant Compounded Index, if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if Index Determination was not specified in the applicable Covered Bonds Final Terms and as if Compounded Daily SONIA or Compounded Daily SOFR (as defined in Condition 5.2(b)(III)) or Condition 5.2(b)(IV), as applicable) had been specified instead in the Covered Bonds Final Terms, and in each case "Observation Shift" had been specified as the Observation Method in the applicable Covered Bonds Final Terms, and where the Observation Shift Period for the purposes of that definition in Condition 5.2(b)(III) or Condition 5.2(b)(IV) (as applicable) shall be deemed to be the same as the Relevant Number specified in the Covered Bonds Final Terms and where, in the case of Compounded Daily SONIA, the Relevant Screen Page will be determined by the Issuer. For the avoidance of doubt, if a Benchmark Event has occurred in respect of the relevant Compounded Index, the provisions of Condition 5.3) shall apply.

(c) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Covered Bonds Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Covered Bonds Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) Determination of Rate of Interest and calculation of Interest Amounts

The Principal Paying Agent or the Local Paying Agent, as applicable, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent or the Local Paying Agent, as applicable, will calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Covered Bonds for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Covered Bonds which are (i) represented by a Global Covered Bond, or (ii) Book-Entry Covered Bonds or (iii)

Registered Covered Bonds in definitive form, the aggregate outstanding nominal amount of (A) the Covered Bonds represented by such Global Covered Bond or (ii) such Book-Entry Covered Bonds or (B) such Registered Covered Bonds; or

- (ii) in the case of Floating Rate Covered Bonds which are Bearer Covered Bonds in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Covered Bond which is a Bearer Covered Bond in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Covered Bond shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

**"Day Count Fraction"** means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2:

- (i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Covered Bonds Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if "Actual/365 (Fixed)" is specified in the applicable Covered Bonds Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if "Actual/365 (Sterling)" is specified in the applicable Covered Bonds Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if "Actual/360" is specified in the applicable Covered Bonds Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Covered Bonds Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [(30xM_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 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 Interest 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;

- (vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Covered Bonds Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [(30xM_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest 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 Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (vii) if "30E/360 (ISDA)" is specified in the applicable Covered Bonds Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [(30xM_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest 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 Interest Period, unless (i) that day is the last day of February but not the Maturity Date (or the Extended Maturity Date, as applicable) or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

(e) Notification of Rate of Interest and Interest Amounts

The Issuer will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Paying Agents, the Local Paying Agent (in the case of Book-Entry Covered Bonds) and any stock exchange on which the relevant Floating Rate Covered Bonds are for the time being listed and notice thereof to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Covered Bonds are for the time being listed and to the Holders in accordance with Condition 14 (*Notices*). For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(f) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 (*Interest on Floating Rate Covered Bonds*) by the Principal Paying Agent or the Local Paying Agent, as applicable, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Principal Paying Agent or the Local Paying Agent, as applicable, the other Paying Agents (as applicable) and all Holders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Holders or the Couponholders shall attach to the Principal Paying Agent or the Local Paying Agent, as applicable, in connection with the exercise or non exercise by it of its powers, duties and discretions pursuant to such provisions.

**5.3 Interest Rate Provisions in the event of extension of maturity of a Series of Covered Bonds**

Notwithstanding the foregoing provisions of Condition 5.1 (*Interest on Fixed Rate Covered Bonds*) and Condition 5.2 (*Interest on Floating Rate Covered Bonds*), if Extended Final Maturity is specified in the applicable Covered Bonds Final Terms as being applicable and, upon occurrence of the circumstances for an extension of maturity set forth in article 15 of Royal Decree-Law 24/2021, the Issuer decides to extend the Maturity Date up to the Extended Maturity Date pursuant to Condition 7.1 (*Redemption at maturity and extension of maturity*) and subject to such extension being authorised by the Bank of Spain and all other prerequisite requirements for such extension being met, then the following shall apply:

- (a) payment of the Final Redemption Amount by the Issuer on the Maturity Date shall be deferred until the Extended Maturity Date specified in the applicable Covered Bonds Final Terms;
- (b) the Covered Bonds shall bear interest from (and including) the Maturity Date to (but excluding) the Extended Maturity Date. In that event, interest shall be payable on those Covered Bonds at the rate determined in accordance with this Condition 5.3 on the Outstanding Principal Amount of the Covered Bonds in arrear on (i) each Interest Payment Date after the Maturity Date, or (ii) the Extended Maturity Date, as applicable, in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date or the Extended Maturity Date, respectively. The final Interest Payment Date shall fall no later than the Extended Maturity Date; and
- (c) the rate of interest payable from time to time in respect of the Outstanding Principal Amount of the Covered Bonds on each Interest Payment Date after the Maturity Date in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date or the Extended Maturity Date, as applicable, will be as specified in the relevant Covered Bonds Final Terms and, in the case of Floating Rate Covered Bonds, determined by the Calculation Agent, as applicable, two Business Days after the Maturity Date in respect of the first such Interest Period and thereafter as specified in the relevant Covered Bonds Final Terms.

## 5.4 Benchmark Discontinuation

By its acquisition of the Covered Bonds, each Holder (which for these purposes includes each holder of a beneficial interest in the Covered Bonds) will be deemed to have expressly consented to the application of the provisions of this Condition 5.4. Without any requirement for any further consent or approval of the Holders (whether pursuant to Condition 15 or otherwise) and notwithstanding the provisions in Conditions 5.2(b) or 5.2(c), as the case may be, above, if the Issuer or the Calculation Agent (in consultation with the Issuer, where the Calculation Agent is a party other than the Issuer, or, if the Calculation Agent deems it appropriate, an Independent Adviser) determines that a Benchmark Event has occurred in relation to an Original Reference Rate (other than SOFR) when any Rate of Interest (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions of this Condition 5.4 shall apply.

- (a) Successor Rate or Alternative Rate
  - (i) The Issuer shall use reasonable endeavours to appoint an Independent Adviser for the determination (with the Issuer's agreement) of a Successor Rate or, alternatively, if the Independent Adviser and the Issuer agree that there is no Successor Rate, an alternative rate (the "**Alternative Rate**") and, in either case, an alternative screen page or source (the "**Alternative Relevant Screen Page**") and an Adjustment Spread (if applicable) no later than three (3) Business Days prior to the relevant Interest Determination Date (as applicable) relating to the next succeeding Interest Period (the "**IA Determination Cut-off Date**") for purposes of determining the Rate of Interest applicable to the Covered Bonds for all future Interest Periods (subject to the subsequent operation of this Condition 5.4).
  - (ii) The Alternative Rate shall be such rate as the Independent Adviser and the Issuer acting in good faith agree has replaced the Original Reference Rate in customary market usage for the purposes of determining floating rates of interest or reset rates of interest in respect of eurobonds denominated in the Specified Currency, or, if the Independent Adviser and the Issuer agree that there is no such rate, such other rate as the Independent Adviser and the Issuer acting in good faith agree is most comparable to the Original Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Rate.
  - (iii) If the Issuer is unable to appoint an Independent Adviser, or if the Independent Adviser and the Issuer cannot agree upon, or cannot select a Successor Rate or an Alternative Rate and Alternative Relevant Screen Page prior to the IA Determination Cut-off Date in accordance with subparagraph (ii) above, then the Issuer (acting in good faith and in a commercially reasonable manner) may determine which (if any) rate has replaced the applicable Original Reference Rate) in customary market usage for purposes of determining floating rates of interest or reset rates of interest in respect of eurobonds denominated in the Specified Currency, or, if it determines that there is no such rate, which

(if any) rate is most comparable to the Original Reference Rate, and the Alternative Rate shall be the rate so determined by the Issuer and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Rate; provided, however, that if this subparagraph (iii) applies and the Issuer is unable or unwilling to determine an Alternative Rate and Alternative Relevant Screen Page prior to the Interest Determination Date relating to the next succeeding Interest Period in accordance with this subparagraph (iii), the Reference Rate applicable to such Interest Period shall be equal to the last observable Reference Rate published on the Relevant Screen Page after the last preceding Interest Determination Date, or, if none, the Reference Rate for a term equivalent to the relevant Interest Period published on the Relevant Screen Page as at the last preceding Interest Determination Date (as applicable) (though substituting, where a different relevant Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the relevant Margin relating to the relevant Interest Period, in place of the margin relating to that last preceding Interest Period). For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period, and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5.4.

- (iv) If a Successor Rate or an Alternative Rate and an Alternative Relevant Screen Page is determined in accordance with the preceding provisions, such Successor Rate or Alternative Rate and Alternative Relevant Screen Page shall be the benchmark and the Relevant Screen Page in relation to the Covered Bonds for all future Interest Periods (subject to the subsequent operation of this Condition 5.4).

(b) Adjustment Spread

If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that (i) an Adjustment Spread is required to be applied to the Successor Rate or Alternative Rate and (ii) 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 Alternative Rate for each subsequent determination of a relevant Rate of Interest and Interest Amount(s) (or a component part thereof) by reference to such Successor Rate or Alternative Rate.-

(c) Benchmark Amendments

If a Successor Rate or an Alternative Rate and/or Adjustment Spread is determined in accordance with the above provisions, the Independent Adviser (with the Issuer's agreement) or the Issuer (as the case may be), may also specify changes to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Reset Determination Date, Interest Determination Date and/or the definition of Reference Rate applicable to the Covered Bonds, and the method for determining the fallback rate in relation to the Covered Bonds, in order to follow market practice in relation to the

Successor Rate or Alternative Rate and/or Adjustment Spread, which changes shall apply to the Covered Bonds for all future Reset Periods or Interest Periods (as applicable) (such amendments, the "**Benchmark Amendments**") (subject to the subsequent operation of this Condition 5.4).

Notwithstanding any other provision of this Condition 5.4, the Calculation Agent, the Local Paying Agent (in case of Book-Entry Covered Bonds) or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5.(c), which, in the sole opinion of the Calculation Agent or the Local Paying Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent, the Local Paying Agent (in case of Book-Entry Covered Bonds) or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.

(d) Notice

Following any determination pursuant to subparagraphs (a) and/or (b) above, the Issuer shall as soon as practicable give notice thereof, of the occurrence of the Benchmark Event and of any changes pursuant to subparagraph (c) above, and if the Issuer is aware ten Business Days prior to the next relevant Reset Determination Date or Interest Determination Date (as applicable) no later than on the tenth Business Day prior to such Determination Date or Interest Determination date, give notice thereof, of the occurrence of the Benchmark Event, and of any changes pursuant to subparagraph (c) above in all cases to the Calculation Agent, the Principal Paying Agent, the Local Paying Agent (in the case of Book-Entry Covered Bonds) and the Holders.

In connection with any such modifications in accordance with this Condition 5.4, the Issuer shall comply with the rules of any stock exchange on which the Covered Bonds are for the time being listed or admitted to trading.

No later than the date on which the Issuer notifies the Holders of the same, the Issuer shall deliver to the Calculation Agent, the Paying Agents and the Local Paying Agent (in case of Book-Entry Covered Bonds) a certificate signed by two authorised signatories of the Issuer:

- (i) confirming (A) that a Benchmark Event has occurred, (B) the Successor Rate or, as the case may be, the Alternative Rate, (C) any Adjustment Spread and (D) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5.4; and
- (ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor or Alternative Rate and any Adjustment Spread.

The Principal Paying Agent shall display such certificate at its offices, for inspection by the Holders, at all reasonable times during normal business hours.

Each of the Principal Paying Agent, the Calculation Agent, the Local Paying Agent (in the case of Book-Entry Covered Bonds) and the Paying Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate, the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Principal Paying Agent's or the Calculation Agent's or the Local Paying Agent's (in the case of Book-Entry Covered Bonds) or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Principal Paying Agent, the Calculation Agent, the Local Paying Agent (in the case of Book-Entry Covered Bonds) the Paying Agents and the Holders.

Notwithstanding any other provision of this Condition 5.4, if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5.4, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(e) Survival of Original Reference Rate provisions

Without prejudice to the obligations of the Issuer under this Condition 5.4, the Original Reference Rate and the fallback provisions provided for in Condition 5.2 and the applicable Covered Bonds Final Terms, as the case may be, will continue to apply unless and until the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with this Condition 5.4.

(f) Definitions

In this Condition 5.4, the following expressions shall have the following meanings:

**"Adjustment Spread"** means either a spread (which may be positive or negative) or a formula or methodology for calculating a spread, to be applied

to the relevant Successor Rate or the relevant Alternative Rate (as applicable), and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended or provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) (if no such recommendation has been made or in the case of an Alternative Rate) the Issuer determines, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital market transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (iii) (if the Issuer determines that no such spread is customarily applied) the Issuer determines, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (iv) (if the Issuer determines that no such industry standard is recognised or acknowledged), the Issuer, in its discretion and following consultation with the Independent Adviser, and acting in good faith and in a commercially reasonable manner, determines to be appropriate, to reduce or eliminate to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to the Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

**"Benchmark Amendments"** has the meaning given to it in Condition 5.4(c);

**"Benchmark Event"** means:

- (i) The Original Reference Rate has ceased to be published on the relevant Screen Page for a period of at least five Business Days, as a result of such benchmark ceasing to be calculated or administered; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased, or will, by a specified future date (the "**Specified Future Date**") cease, publishing such Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate); or

- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that such Original Reference Rate has been or will, by a Specified Future Date, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate that means that such Original Reference Rate will, by a Specified Future Date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Covered Bonds; or
- (v) a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Original Reference Rate is or will, by a Specified Future Date, be no longer representative of an underlying market and such representativeness will not be restored (as determined by such supervisor); or
- (vi) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Holder using the Original Reference Rate (including, without limitation, under the EU Benchmarks Regulation, if applicable).

Notwithstanding the subparagraphs above, where the relevant Benchmark Event is a public statement within subparagraphs (ii), (iii), (iv) or (v) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed occur until the date falling six months prior to such Specified Future Date.

**"Independent Adviser"** means an independent financial institution of international repute or other independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense;

**"Original Reference Rate"** means:

- (i) the benchmark or screen rate (as applicable) originally specified in the applicable Covered Bonds Final Terms for the purposes of determining the relevant Rate of Interest (or any component part thereof) in respect of the Covered Bonds; or
- (i) any Successor Rate or Alternative Rate which has been determined in relation to such benchmark or screen rate (as applicable) pursuant to the operation of Condition 5.4;

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

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

- (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 benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser (with the Issuer's agreement) determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

## 5.5 Accrual of interest

Each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Covered Bond have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Covered Bond has been received by the Principal Paying Agent, the Local Paying Agent or the Registrar, as the case may be, and notice to that effect has been given to the Holders in accordance with Condition 14 (*Notices*).

## 6. PAYMENTS

### 6.1 Method of payment

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*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 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

## 6.2 Presentation of definitive Bearer Covered Bonds and Coupons

Payments of principal in respect of definitive Bearer Covered Bonds will (subject as provided below) be made in the manner provided in Condition 6.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Covered Bonds, and payments of interest in respect of definitive Bearer Covered Bonds will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Covered Bonds in definitive bearer form (other than Long Maturity Covered Bonds (as defined below)) and save as provided in Condition 6.5 (*General provisions applicable to payments in respect of Global Covered Bonds*) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Covered Bond in definitive bearer form becoming due and repayable prior to its Maturity Date (or Extended Maturity Date, as applicable), all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Covered Bond or Long Maturity Covered Bond in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "**Long Maturity Covered Bond**" is a Fixed Rate Covered Bond (other than a Fixed Rate Covered Bond which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Covered Bond shall cease to be a Long Maturity Covered Bond on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Covered Bond.

If the due date for redemption of any definitive Bearer Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such Covered Bond from (and including) the preceding Interest Payment Date or, as the case may be, the

Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Covered Bond.

### 6.3 Payments in respect of Bearer Global Covered Bonds

Payments of principal and interest (if any) in respect of Covered Bonds represented by any Global Covered Bond in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Covered Bonds or otherwise in the manner specified in the relevant Global Covered Bond, where applicable against presentation or surrender, as the case may be, of such Global Covered Bond at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such Global Covered Bond by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

### 6.4 Payments in respect of Registered Covered Bonds

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Covered Bond (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Covered Bond at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the register of holders of the Registered Covered Bonds maintained by the Registrar (the "**Register**") (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, "**Designated Account**" means the account (which, in the case of a payment in Japanese yen to a non resident of Japan, shall be a non resident account) maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Covered Bond (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the "**Record Date**"). Payment of the interest due in respect of each Registered Covered Bond on redemption and the final instalment of

principal will be made in the same manner as payment of the principal amount of such Registered Covered Bond.

No commissions or expenses shall be charged to the holders by the Registrar in respect of any payments of principal or interest in respect of Registered Covered Bonds.

None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## **6.5 General provisions applicable to payments in respect of Global Covered Bonds**

The holder of a Global Covered Bond shall be the only person entitled to receive payments in respect of Covered Bonds represented by such Global Covered Bond and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Covered Bond in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Covered Bonds represented by such Global Covered Bond must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Covered Bond.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Covered Bonds is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Covered Bonds will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Covered Bonds in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

## **6.6 Payments in respect of Book-Entry Covered Bonds**

Payments in respect of the Book-Entry Covered Bonds (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Holder maintained by or on behalf of it with a bank that processes payments in the currency in which the payment is due, details of which appear in the records of Iberclear and/or the relevant Iberclear Member, at the close of business on the Business Day on which the payment of principal and/or interest, as the case may be, falls due. Holders must

rely on the procedures of Iberclear and the relevant Iberclear Member, to receive payments under the relevant Book-Entry Covered Bonds. None of the Issuer, any Agent, the Local Paying Agent or any of the Dealers will have any responsibility or liability for the records relating to payments made in respect of the Book-Entry Covered Bonds.

## 6.7 Payment Day

If the date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 9 (*Prescription*)) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):
  - (i) in the case of Covered Bonds in definitive form only, in the relevant place of presentation; and
  - (ii) in each Additional Financial Centre (other than T2) specified in the applicable Covered Bonds Final Terms;
- (b) if T2 is specified as an Additional Financial Centre in the applicable Covered Bonds Final Terms, a day on which the T2 is open; and
- (c) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the T2 is open.

## 6.8 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Covered Bonds shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*);
- (b) the Final Redemption Amount of the Covered Bonds;
- (c) the Early Redemption Amount of the Covered Bonds;
- (d) the Optional Redemption Amount(s) (if any) of the Covered Bonds; and
- (e) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Covered Bonds.

Any reference in the Conditions to interest in respect of the Covered Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*).

In this Condition, "**Final Redemption Amount**" means, in respect of any Covered Bond, (i) its principal amount or (ii) such amount per Calculation Amount as may be specified in the applicable Covered Bonds Final Terms.

## **7. REDEMPTION AND PURCHASE**

### **7.1 Redemption at maturity and extension of maturity**

- (a) Unless previously redeemed or purchased and cancelled as specified below, each Covered Bond will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Covered Bonds Final Terms in the relevant Specified Currency on the Maturity Date (or, if extended pursuant to paragraph (b) below, on the Extended Maturity Date) specified in the applicable Covered Bonds Final Terms.
- (b) If Extended Maturity is specified in the applicable Covered Bonds Final Terms as being applicable and as otherwise provided therein, the Issuer or the Special Cover Pool Administrator (as applicable) may extend the Maturity Date up to the Extended Maturity Date, subject to and in the circumstances contemplated in Royal Decree-Law 24/2021, and subject to the prior permission of the Bank of Spain. The Issuer shall notify the Holders in accordance with Condition 14 (*Notices*) and the Paying Agents of any extension of the Maturity Date of the Covered Bonds (which notice shall specify the Extended Maturity Date), as soon as practicable, or of its intention to redeem the Outstanding Principal Amount of the Covered Bonds in full or in part on the Maturity Date at least three Business Days, in the case of notice to the Holders and five Business Days, in the case of the notice to the Paying Agents, prior to the Maturity Date, where practicable for the Issuer to do so and otherwise as soon as practicable.

Any failure by the Issuer to so notify the Holders and the Paying Agents shall not affect the validity or effectiveness of any such extension of the maturity of the Covered Bonds or, as applicable, redemption by the Issuer on the Maturity Date or give rise to any such person having any rights in respect of any such redemption but such failure may result in a delay in payment being received by a Holder through Euroclear and/or Clearstream, Luxembourg (including on the Maturity Date where at least three Business Days' notice of such redemption is not given to the Holders in accordance with Condition 14 (*Notices*) and the Paying Agents) and Holders shall not be entitled to further interest or any other payment in respect of such delay. Accordingly, as soon as practicable after receipt of any such notice, the Principal Paying Agent will notify Euroclear and/or Clearstream, Luxembourg, as the case may be, of the Issuer's intention to redeem the Covered Bonds or of any extension of the Maturity Date (and in any event by no later than three Business Days prior to the relevant date for redemption of the Covered Bonds wherever practicable for it to do so).

*As of the date of the Base Prospectus and in accordance with the covered bond programmes of the Issuers for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds, as applicable, authorised by the Bank of*

*Spain, the Issuer or the Special Cover Pool Administrators (as applicable) may extend the Maturity Date subject to the prior permission of the Bank of Spain and only in any of the circumstances contemplated in article 15.2 of Royal Decree-Law 24/2021, namely (i) the existence of a clear risk (peligro cierto) of default of the Covered Bonds due to liquidity issues in respect of the relevant Cover Pool or of the relevant Issuer (such risk of default would exist in the event of a breach of the liquidity buffer set forth in article 11 of Royal Decree-Law 24/2021 or when the Bank of Spain undertakes any of the measures contemplated in article 68 of Law 10/2014 (except for the measure set out in the second paragraph of letter (j) of such article 68)); (ii) the insolvency (concurso) or resolution of the relevant Issuer; (iii) a declaration of non-viability of the relevant Issuer in accordance with article 8 of Law 11/2015; and (iv) the existence of serious disturbances affecting national financial markets, where this has been determined by the Macroeprudential Authority Financial Stability Board (AMCESFI) by means of a communication in the form of a warning or recommendation, which is not confidential.*

*In the event of insolvency (concurso) or resolution of the Issuers, the extension of maturity shall not affect the priority of Holders' claims nor reverse the original maturity schedule sequence of the Covered Bonds in respect of the relevant Cover Pool.*

Any extension of the maturity of the Covered Bonds under this Condition 7.1 shall be irrevocable. Where paragraph (b) of this Condition 7.1 applies, any failure to redeem the Covered Bonds on the Maturity Date or any extension of the maturity of the Covered Bonds under this Condition 7.1 shall not constitute an event of default for any purpose or give any Holder any right to receive any payment of interest, principal or otherwise on the relevant Covered Bonds other than as expressly set out in these Conditions.

If the Issuer redeems part and not all of the Covered Bonds on an Interest Payment Date falling on any date after the Maturity Date, each Covered Bond shall be redeemed in part in the proportion which the aggregate Outstanding Principal Amount of the outstanding Covered Bonds to be redeemed on such date bears to the aggregate Outstanding Principal Amount of outstanding Covered Bonds on such date.

## **7.2 Redemption for tax reasons**

Subject to Condition 7.5 (*Early Redemption Amounts*), the Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Covered Bond is not a Floating Rate Covered Bond) or on any Interest Payment Date (if this Covered Bond is a Floating Rate Covered Bond), on giving not less than the minimum period nor more than the maximum period of notice specified in the applicable Covered Bonds Final Terms to the Principal Paying Agent, the Local Paying Agent (in the case of Book-Entry Covered Bonds) and, in accordance with Condition 14 (*Notices*), the Holders (which notice shall be irrevocable), if, as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) including any treaty to which such Tax Jurisdiction is a party or any change in the application or official interpretation of such laws or regulations, including a decision of any court or tribunal, which change or amendment

becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Covered Bonds:

- (a) on the occasion of the next payment due under the Covered Bonds, the Issuer has or will or would be obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) and such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (b) the Issuer would not be entitled to claim a deduction in computing its taxation liabilities in any Tax Jurisdiction in respect of any payment of interest to be made on the next Interest Payment Date or the value of such deduction to the Issuer would be materially reduced; or
- (c) the applicable tax treatment of the Covered Bonds would be materially affected,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (a) would be obliged to pay such additional amounts (b) would not be entitled to claim such deduction or the value of such deduction would be materially reduced or (c) would be obliged to apply the materially affected applicable tax treatment.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Principal Paying Agent to make available at its specified office to the Holders (i) 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 (ii) 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.

Covered Bonds redeemed pursuant to this Condition 7.2 (*Redemption for tax reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 7.5 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

### **7.3 Redemption at the option of the Issuer (Issuer Call)**

This Condition 7.3 applies to Covered Bonds which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than under Condition 7.2 (*Redemption for tax reasons*) or 7.4 (*Clean-Up Redemption at the Option of the Issuer*)), such option being referred to as an "**Issuer Call**". The applicable Covered Bonds Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 7.3 for full information on any Issuer Call. In particular, the applicable Covered Bonds Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount, any minimum or maximum amount of Covered Bonds which can be redeemed and the applicable notice periods.

If Issuer Call is specified as being applicable in the applicable Covered Bonds Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Covered Bonds Final Terms to the Holders in accordance with Condition 14 (*Notices*), the Principal Paying Agent

and the Local Paying Agent (in the case of Book-Entry Covered Bonds) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Covered Bonds then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Covered Bonds Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Covered Bonds Final Terms. In these Conditions, "**Optional Redemption Date**" means any date so specified in the applicable Covered Bonds Final Terms and/or any date falling in the Optional Redemption Period specified in the applicable Covered Bonds Final Terms, the first and last days inclusive.

In the case of a partial redemption of Covered Bonds, the Covered Bonds to be redeemed ("**Redeemed Covered Bonds**") will (i) in the case of Redeemed Covered Bonds represented by definitive Covered Bonds, be selected individually by lot not more than 60 days prior to the date fixed for redemption and (ii) in the case of Redeemed Covered Bonds represented by a Global Covered Bond, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), or in the case of Redeemed Covered Bonds that are represented by Book-Entry Covered Bonds, the rules of Iberclear (by reducing the nominal amount of each Book-Entry Covered Bonds), in either case, in compliance with applicable law. In the case of Redeemed Covered Bonds represented by definitive Covered Bonds, a list of the serial numbers of such Redeemed Covered Bonds will be published in accordance with Condition 14 (*Notices*) not less than 5 days prior to the date fixed for redemption.

#### **7.4 Clean-Up Redemption at the Option of the Issuer**

If Clean-Up Redemption Option is specified as applicable in the applicable Covered Bonds Final Terms, and if 75 per cent. or any higher percentage specified in the applicable Covered Bonds Final Terms (the "**Clean-Up Percentage**") of the initial aggregate nominal amount of the Covered Bonds of the same Series (which for the avoidance of doubt includes, any additional Covered Bonds issued subsequently and forming a single series with the first Tranche of a particular Series of Covered Bonds) have been redeemed or purchased by, or on behalf of, the Issuer and cancelled, the Issuer may, at any time, at its option, and having given not less than 5 nor more than 30 calendar days' notice (the "**Clean-Up Redemption Notice**") to the Principal Paying Agent, the Local Paying Agent (in the case of Book-Entry Covered Bonds) and, in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), the Holders, redeem such outstanding Covered Bonds, in whole but not in part, at their Optional Redemption Amount together, if appropriate, with accrued interest to (but excluding) the date of redemption, on the date fixed for redemption identified in the Clean-Up Redemption Notice.

#### **7.5 Early Redemption Amounts**

For the purpose of Conditions 7.2 (*Redemption for tax reasons*) and 7.4 (*Clean-Up Redemption at the Option of the Issuer*), each Covered Bond will be redeemed at its Early Redemption Amount.

## **7.6 Purchases**

The Issuer or any Subsidiary of the Issuer may purchase Covered Bonds (provided that, in the case of definitive Bearer Covered Bonds, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Covered Bonds may be held, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation, or in the case of Book-Entry Covered Bonds, redeemed.

## **7.7 Cancellation of Covered Bonds (other than Book-Entry Covered Bonds)**

All Covered Bonds which are redeemed will forthwith be cancelled (together with all unmatured, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Covered Bonds so cancelled and any Covered Bonds purchased and cancelled pursuant to Condition 7.6 above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

## **8. TAXATION**

### **8.1 In respect of Bearer Covered Bonds and Registered Covered Bonds:**

All payments in respect of the Covered Bonds and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts in respect of interest and principal as shall be necessary in order that the net amounts received by the Holders or Couponholders after such withholding or deduction shall equal the amount of interest which would otherwise have been receivable in respect of the Covered Bonds or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Covered Bond or Coupon:

- (a) presented for payment in Spain; or
- (b) to, or to a third party on behalf of, a holder who is liable for such taxes or duties in respect of such Covered Bond or Coupon by reason of his having some connection with a Tax Jurisdiction other than (i) the mere holding of such Covered Bond or Coupon or (ii) the receipt of any payment in respect of such Covered Bond or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.7 (*Payment Day*)); or

- (d) to, or to a third party on behalf of, a holder in respect of whom the Issuer does not receive such information concerning such Holder's identity and tax residence as may be required in order to comply with the procedures that may be implemented to comply with the interpretation of Royal Decree 1065/2007 eventually made by the Spanish Tax Authorities; or
- (e) to, or to a third party on behalf of, a Spanish-resident legal entity subject to Spanish Corporation Income Tax if the Spanish Tax Authorities determine that the Covered Bonds do not comply with applicable exemption requirements including those specified in the Reply to a Non-Binding Consultation of the Directorate General for Taxation (*Dirección General de Tributos*) dated 27 July 2004 and require a withholding to be made.

As used herein:

- (a) "**Tax Jurisdiction**" means Spain or any political subdivision or any authority thereof or therein having power to tax; and
- (a) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent, or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders in accordance with Condition 14 (*Notices*).

## 8.2 In respect of Book-Entry Covered Bonds:

All payments in respect of the Book-Entry Covered Bonds by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts in respect of interest and principal as shall be necessary in order that the net amounts received by the Holders after such withholding or deduction shall equal the amount of interest which would otherwise have been receivable in respect of the Book-Entry Covered Bonds, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Book-Entry Covered Bond:

- (a) to, or to a third party on behalf of, a holder who is liable for such taxes or duties in respect of such Book-Entry Covered Bond by reason of its having some connection with a Tax Jurisdiction other than (i) the mere holding of such Book-Entry Covered Bond or (ii) the receipt of any payment in respect of such Book-Entry Covered Bond; or
- (b) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.7 (*Payment Day*)); or
- (c) to, or to a third party on behalf of, a holder if the Issuer does not receive in a timely manner certain information about the Book-Entry Covered Bonds of

such holder as it is required by the applicable Spanish tax laws and regulations, including a duly executed and completed certificate, pursuant to Law 10/2014 of 26 June, and Royal Decree 1065/2007 of 27 July.

As used herein:

- (a) "**Tax Jurisdiction**" means Spain or any political subdivision or any authority thereof or therein having power to tax; and
- (b) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Local Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders in accordance with Condition 14 (*Notices*).

## 9. PRESCRIPTION

Claims for payment in respect of Covered Bonds (whether in bearer, registered or book-entry form) will become void unless made within a period of three years after the Relevant Date (as defined in Condition 8 (*Taxation*)) therefore.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6.2 (*Presentation of definitive Bearer Covered Bonds and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of definitive Bearer Covered Bonds and Coupons*).

## 10. GREEN, SOCIAL OR SUSTAINABILITY COVERED BONDS

In the case of any Covered Bonds where the Covered Bonds are stated to be "Green", "Social" or "Sustainability" Covered Bonds in "Reasons for the Offer" in Part B of the applicable Covered Bonds Final Terms and/or it is stated that the proceeds from the issue of the Covered Bonds are intended to be used for "green", "social" or "sustainability" projects as described in the "Use of Proceeds" section (the "**Green, Social or Sustainability Covered Bonds Use of Proceeds Disclosure**" and the "**Green, Social or Sustainability Covered Bonds**", as appropriate), no Event of Default shall occur or other claim against the Issuer or right of a holder of, or obligation or liability of the Issuer in respect of, such Green, Social or Sustainability Covered Bonds arise as a result of the net proceeds of such Green, Social or Sustainability Covered Bonds not being used, any report, assessment, opinion or certification not being obtained or published, or any other step or action not being taken, in each case as set out and described in the Green, Social or Sustainability Covered Bonds Use of Proceeds Disclosure.

## 11. REPLACEMENT OF COVERED BONDS, COUPONS AND TALONS

Should any Covered Bond, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Covered Bonds or Coupons) or the Registrar (in the case of Registered Covered Bonds) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and

indemnity as the Issuer may reasonably require and in accordance with applicable law. Mutilated or defaced Covered Bonds, Coupons or Talons must be surrendered before replacements will be issued.

## **12. AGENTS**

The names of initial Agents are set out above. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Covered Bonds Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as the Covered Bonds are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Covered Bonds) and a Transfer Agent (in the case of Registered Covered Bonds) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;
- (c) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated; and
- (d) there will at all times be a local paying agent in relation to the Book-Entry Covered Bonds.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5 (*General provisions applicable to payments in respect of Global Covered Bonds*). Notice of any variation, termination, appointment or change in Paying Agents will be given to the Holders promptly by the Issuer in accordance with Condition 14 (*Notices*).

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Holder or Couponholder. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

## **13. EXCHANGE OF TALONS**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 9 (*Prescription*).

## **14. NOTICES**

All notices regarding the Bearer Covered Bonds will be deemed to be validly given if published (a) in a leading English language daily newspaper of general circulation in London (which is expected to be the Financial Times), or (b) if and for so long as the Covered Bonds are admitted to trading on, and listed on the Official List of Euronext Dublin, on Euronext Dublin's website, <https://live.euronext.com/>. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Covered Bonds are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

All notices regarding Book-Entry Covered Bonds may be given by delivery to the Holders by registered mail to the addresses appearing in the relevant registries maintained by Iberclear or, as the case may be, the relevant Iberclear Member or by any other means which comply with Spanish law and the rules applicable to the giving of notices to investors and, if the Book-Entry Covered Bonds are listed on AIAF, the rules of AIAF.

All notices regarding the Registered Covered Bonds will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Covered Bonds are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Covered Bonds are issued, there may, so long as any Global Covered Bonds representing the Covered Bonds are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such websites or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Covered Bonds and, in addition, for so long as any Covered Bonds are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Covered Bonds on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Holder shall be in writing and given by lodging the same, together (in the case of any Covered Bond in definitive form) with the relative Covered Bond or Covered Bonds, with the Principal Paying Agent (in the case of Bearer Covered Bonds) or the Registrar (in the case of Registered Covered Bonds). Whilst any of the Covered Bonds are represented by a Global Covered Bond, such notice may be given by any holder of a Covered Bond to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may

be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

## 15. MEETINGS OF HOLDERS AND MODIFICATION

### 15.1 In respect of Bearer Covered Bonds and Registered Covered Bonds

This Condition contains provisions for convening meetings of the Holders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Conditions, the Coupons or any of the provisions of the Agency Agreement. The Agency Agreement contains certain additional provisions which regulate procedural matters in relation to meetings of Holders.

(a) Evidence of entitlement to attend and vote

The following persons (each an "**Eligible Person**") are entitled to attend and vote at a meeting of the holders of Covered Bonds:

- (i) a holder of any Covered Bonds in definitive form which is not held in an account with any clearing system;
- (ii) a bearer of any voting certificate in respect of the Covered Bonds; and
- (iii) a proxy specified in any block voting instruction;

A Holder may require the issue by any Paying Agent of voting certificates and block voting instructions in accordance with the terms of the Agency Agreement.

The holder of any voting certificate or the proxies named in any block voting instruction shall for all purposes in connection with the meeting or adjourned meeting be deemed to be the holder of the Covered Bonds to which the voting certificate or block voting instruction relates and the Paying Agent with which the Covered Bonds have been deposited or the person holding the Covered Bonds to the order or under the control of any Paying Agent shall be deemed for those purposes not to be the holder of those Covered Bonds.

(b) Convening of meetings, quorum, adjourned meetings

- (i) The Issuer may at any time and, if required in writing by Holders holding not less than 10 per cent. in nominal amount of the Covered Bonds for the time being outstanding, shall convene a meeting of the Holders and if the Issuer fails for a period of seven days to convene the meeting the meeting may be convened by the relevant Holders. Whenever the Issuer is about to convene any meeting it shall immediately give notice in writing to the Principal Paying Agent of the day, time and place of the meeting which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform, and of the nature of the business to be transacted at the meeting. Every meeting shall be held at a time and place approved by the Principal Paying Agent.

- (ii) At least 21 clear days' notice specifying the place, day and hour of the meeting shall be given to the Holders in the manner provided in Condition 14 (*Notices*). The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, in the case of an Extraordinary Resolution only, shall either (i) specify the terms of the Extraordinary Resolution to be proposed or (ii) state fully the effect on the holders of such Extraordinary resolution, if passed. The notice shall include statements as to the manner in which Holders may arrange for voting certificates or block voting instructions to be issued and, if applicable, appoint proxies or representatives. A copy of the notice shall be sent by post to the Issuer (unless the meeting is convened by the Issuer).
- (iii) The person (who may but need not be a Holder) nominated in writing by the Issuer shall be entitled to take the chair at each meeting but if no nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting the Holders present shall choose one of their number to be Chairperson failing which the Issuer may appoint a Chairperson. The Chairperson of an adjourned meeting need not be the same person as was Chairperson of the meeting from which the adjournment took place.
- (iv) At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than 5 per cent. in nominal amount of the Covered Bonds for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chairperson) shall be transacted at any meeting unless the required quorum is present at the commencement of business. The quorum at any meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Eligible Persons present and holding or representing in the aggregate not less than 50 per cent. in nominal amount of the Covered Bonds for the time being outstanding provided that at any meeting the business of which includes any of the following matters ("**Basic Terms Modifications**", each of which shall only be capable of being effected after having been approved by Extraordinary Resolution):
  - (A) modification of the Maturity Date of the Covered Bonds or reduction or cancellation of the nominal amount payable at maturity; or
  - (B) reduction or cancellation of the amount payable or modification of the payment date in respect of any interest in respect of the Covered Bonds or variation of the method of calculating the rate of interest in respect of the Covered Bonds (other than any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Covered Bonds); or

- (C) reduction of any Minimum Rate of Interest and/or Maximum Rate of Interest specified in the applicable Final Terms; or
- (D) modification of the currency in which payments under the Covered Bonds are to be made; or
- (E) modification of the majority required to pass an Extraordinary Resolution; or
- (F) the sanctioning of any scheme or proposal described in Condition 15.1(c)(ix)(F); or
- (G) alteration of this proviso or the proviso to Condition 15.1(b)(v) below,

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than three-fourths in nominal amount of the Covered Bonds for the time being outstanding.

- (v) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson may decide) after the time appointed for any meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened by Holders be dissolved. In any other case it shall be adjourned for a period being not less than 14 clear days nor more than 42 clear days and at a place appointed by the Chairperson and approved by the Principal Paying Agent). If within 15 minutes (or a longer period not exceeding 30 minutes as the Chairperson may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairperson may either dissolve the meeting or adjourn it for a period, being not less than 14 clear days (but without any maximum number of clear days) and to a place as may be appointed by the Chairperson (either at or after the adjourned meeting) and approved by the Principal Paying Agent, and the provisions of this sentence shall apply to all further adjourned meetings.
- (vi) At any adjourned meeting one or more Eligible Persons present (whatever the nominal amount of the Covered Bonds so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the required quorum been present provided that at any adjourned meeting the business of which includes any of the Basic Terms Modifications specified in the proviso to Condition 15.1(b)(iv) the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than

one-fourth in nominal amount of the Covered Bonds for the time being outstanding.

- (vii) Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in Condition 15.1(b)(ii) and the notice shall state the relevant quorum.
- (c) Conduct of business at meetings
- (i) Every question submitted to a meeting shall be decided in the first instance by a show of hands. A poll may be demanded (before or on the declaration of the result of the show of hands) by the Chairperson, the Issuer or any Eligible Person (whatever the amount of the Covered Bonds so held or represented by him). In the case of an equality of votes the Chairperson shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as an Eligible Person.
  - (ii) At any meeting, unless a poll is duly demanded, a declaration by the Chairperson that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
  - (iii) Subject to Condition 15.1(c)(vi), if at any meeting a poll is demanded it shall be taken in the manner and, subject as provided below, either at once or after an adjournment as the Chairperson may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.
  - (iv) The Chairperson may, with the consent of (and shall if directed by) any meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.
  - (v) Any poll demanded at any meeting on the election of a Chairperson or on any question of adjournment shall be taken at the meeting without adjournment.
  - (vi) Any director or officer of the Issuer and its lawyers and financial advisers and any director or officer of any of the Paying Agents may attend and speak at any meeting. Subject to this, but without prejudice to the proviso to the definition of "outstanding" in these Conditions, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Holders or join with others in requiring the convening of a meeting unless he is an Eligible Person. No person shall be entitled to vote at any meeting in respect of Covered

Bonds which are deemed not to be outstanding by virtue of the proviso to the definition of "outstanding" in these Conditions. Nothing contained in this paragraph shall prevent any of the proxies named in any block voting instruction from being a director, officer or representative of or otherwise connected with the Issuer.

- (vii) Subject as provided in Condition 15.1(c)(vi), at any meeting:
  - (A) on a show of hands every Eligible Person present shall have one vote; and
  - (B) on a poll every Eligible Person present shall have one vote in respect of:
    - (1) each €1.00; and
    - (2) in the case of a meeting of the holders of Covered Bonds denominated in a currency other than Euro, the equivalent of €1.00 in that currency (calculated as specified in subclause 18.1(c)(xiii)(A) and 18.1(c)(xiii)(B)).

Without prejudice to the obligations of the proxies named in any block voting instruction, any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

- (viii) The proxies named in any block voting instruction need not be Holders.
- (ix) A meeting of the Holders shall in addition to the powers set out above have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in Conditions 14.1(c)(iv) and 14.1(c)(vi)), namely:
  - (A) power to approve any compromise or arrangement proposed to be made between the Issuer and the Holders and Couponholders or any of them;
  - (B) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Holders and Couponholders against the Issuer or against any of its property whether these rights arise under the Covered Bonds or the Coupons or otherwise and whether or not involving a reduction or cancellation of all or part of the principal, interest or other amounts payable in respect of the Covered Bonds or an extinguishment of some or all of the rights of the Holders in respect of the Covered Bonds;
  - (C) power to agree to any modification of the provisions contained in the Agency Agreement or the Conditions, the Covered Bonds or the Coupons which is proposed by the Issuer;
  - (D) power to give any authority or approval which under the provisions of this Condition and Schedule 6 to the Agency

Agreement or the Covered Bonds is required to be given by Extraordinary Resolution;

- (E) power to appoint any persons (whether Holders or not) as a committee or committees to represent the interests of the Holders and to confer upon any committee or committees any powers or discretions which the Holders could themselves exercise by Extraordinary Resolution;
  - (F) power to approve any scheme or proposal for the exchange or sale of the Covered Bonds for, or the conversion of the Covered Bonds into, or the cancellation of the Covered Bonds in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash; and
  - (G) power to approve the substitution of any entity in place of the Issuer (or any previous substitute) as the principal debtor in respect of the Covered Bonds and the Coupons.
- (x) Any resolution (including an Extraordinary Resolution) (i) passed at a meeting of the Holders duly convened and held (ii) passed as a resolution in writing or (iii) passed by way of electronic consents given by Holders through the relevant clearing system(s), in accordance with the provisions of this Condition and Schedule 6 to the Agency Agreement, shall be binding upon all the Holders whether present or not present at the meeting referred to in (i) above and whether or not voting (including when passed as a resolution in writing or by way of electronic consent) and upon all Couponholders and each of them shall be bound to give effect to the resolution accordingly and the passing of any resolution shall be conclusive evidence that the circumstances justify its passing. Notice of the result of voting on any resolution duly considered by the Holders shall be published in accordance with Condition 14 (*Notices*) by the Issuer within 14 days of the result being known provided that non-publication shall not invalidate the resolution.
- (xi) Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any minutes signed by the Chairperson of the meeting at which any resolution was passed or proceedings had shall be conclusive evidence of the matters contained in them and, until the contrary is proved, every meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had at the meeting to have been duly passed or had.

(xii) Subject to all other provisions contained in this Condition and Schedule 6 to the Agency Agreement the Principal Paying Agent may without the consent of the Issuer, the Holders or the Couponholders prescribe any other regulations regarding the calling and/or the holding of meetings of Holders and attendance and voting at them as the Principal Paying Agent may in its sole discretion think fit (including, without limitation, the substitution for periods of 24 hours and 48 hours referred to in this Condition and Schedule 6 to the Agency Agreement of shorter periods). Any regulations prescribed by the Principal Paying Agent may but need not reflect the practices and facilities of any relevant clearing system. Notice of any other regulations may be given to Holders in accordance with Condition 14 (*Notices*) and/or at the time of service of any notice convening a meeting.

(xiii) If the Issuer has issued and has outstanding Covered Bonds which are not denominated in Euro, the nominal amount of such Covered Bonds shall:

(A) for the purposes of Condition 15.1(b)(i) above, be the equivalent in Euro at the spot rate of a bank nominated by the Principal Paying Agent for the conversion of the relevant currency or currencies into Euro on the seventh dealing day before the day on which the written requirement to call the meeting is received by the Issuer; and

(B) for the purposes of Condition 15.1(b)(iv), 15.1(b)(vi) and 15.1(c)(vii) above (whether in respect of the meeting or any adjourned meeting or any poll), be the equivalent at that spot rate on the seventh dealing day before the day of the meeting,

and, in all cases, the equivalent in Euro of any Covered Bonds issued at a discount or a premium shall be calculated by reference to the original nominal amount of those Covered Bonds.

In the circumstances set out above, on any poll each person present shall have one vote for each €1.00 in nominal amount of the Covered Bonds (converted as above) which he holds or represents.

(d) Modifications

The Principal Paying Agent and the Issuer may agree, without the consent of the Holders or Couponholders, to:

(i) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of the Covered Bonds, the Coupons or the Agency Agreement which is not prejudicial to the interests of the Holders; or

(ii) any modification of the Covered Bonds, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Holders and the Couponholders and any such modification shall be notified to the Holders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

(e) Definitions

In these Conditions:

**"block voting instruction"** means an English language document issued by a Paying Agent and dated:

- (i) which relates to a specified nominal amount of Covered Bonds and a meeting (or adjourned meeting) of the holders of the Series of which those Covered Bonds form part;
- (ii) in which it is certified that on the date thereof Covered Bonds (whether in definitive form or represented by a Global Covered Bond) (not being Covered Bonds in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction) have been deposited with such Paying Agent or (to the satisfaction of such Paying Agent) are held to its order or under its control or are blocked in an account with a Clearing System and that no such Covered Bonds will cease to be so deposited or held or blocked until the first to occur of:
  - (A) the conclusion of the meeting specified in such block voting instruction; and
  - (B) the surrender to the Paying Agent, not less than 48 hours before the time for which such meeting is convened, of the receipt issued by such Paying Agent in respect of each such deposited Covered Bond which is to be released or (as the case may require) the Covered Bonds ceasing with the agreement of the Paying Agent to be held to its order or under its control or so blocked and the giving of notice by the Paying Agent to the Issuer in accordance with subclause 3.4 of Schedule 6 to the Agency Agreement of the necessary amendment to the block voting instruction;
- (iii) states that the Paying Agent has been instructed (either by the holders of the Covered Bonds or by a relevant clearing system) that the votes attributable to the Covered Bonds so blocked should be cast in accordance with the instructions given in relation to the resolution(s) to be put to such meeting and that all such instructions are, during the period commencing 48 hours prior to the time for which such meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment;
- (iv) which identifies with regard to each resolution to be proposed at the meeting the nominal amount of Covered Bonds so blocked, distinguishing with regard to each such resolution between those in respect of which instructions have been given that the votes attributable to them should be cast in favour of the resolution and those in respect of

which instructions have been given that the votes attributable to them should be cast against the resolution; and

- (v) which states that one or more named persons (each a proxy) is or are authorised and instructed by the Paying Agent to cast the votes attributable to the Covered Bonds identified in accordance with the instructions referred to in (d) above as set out in the block voting instruction;

**"Extraordinary Resolution"** means;

- (i) a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition and Schedule 6 to the Agency Agreement by a majority consisting of not less than 75 per cent. of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75 per cent. of the votes given on the poll;
- (i) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Covered Bonds for the time being outstanding, which resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the Holders; or
- (ii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Principal Paying Agent) by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Covered Bonds for the time being outstanding.

**"outstanding"** means, in relation to the Covered Bonds of any Series, all the Covered Bonds issued other than:

- (i) those Covered Bonds which have been redeemed and cancelled pursuant to the Conditions;
- (i) those Covered Bonds in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest (if any) accrued to the date for redemption and any interest (if any) payable under the Conditions after that date) have been duly paid to or to the order of the Principal Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the Holders in accordance with the Conditions) and remain available for payment of the relevant Covered Bonds and/or Coupons;
- (ii) those Covered Bonds which have been purchased and cancelled in accordance with the Conditions;
- (iii) those Covered Bonds in respect of which claims have become prescribed under the Conditions;

- (iv) those mutilated or defaced Covered Bonds which have been surrendered and cancelled and in respect of which replacements have been issued under the Conditions;
- (v) (for the purpose only of ascertaining the nominal amount of the Covered Bonds outstanding and without prejudice to the status for any other purpose of the relevant Covered Bonds) those Covered Bonds which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued under the Conditions;
- (vi) any Temporary Bearer Global Covered Bond to the extent that it has been exchanged for Definitive Bearer Covered Bonds or a Permanent Bearer Global Covered Bond and any Permanent Bearer Global Covered Bond to the extent that it has been exchanged for Definitive Bearer Covered Bonds in each case under its provisions; and
- (vii) any Registered Global Covered Bond to the extent that it has been exchanged for Definitive Registered Covered Bonds and any Definitive Registered Covered Bond to the extent it has been exchanged for an interest in a Registered Global Covered Bond,

provided that for the purpose of:

- (i) attending and voting at any meeting of the Holders of the Series, passing an Extraordinary Resolution in writing or an Extraordinary Resolution by way of electronic consents given through the relevant clearing systems as envisaged by these Conditions and the terms of the Agency Agreement; and
- (i) determining how many and which Covered Bonds of the Series are for the time being outstanding for the purposes of Condition 15.1,

those Covered Bonds (if any) which are for the time being held by or for the benefit of the Issuer or any Subsidiary of the Issuer shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

**"a relevant clearing system"** means, in respect of any Covered Bonds, any clearing system on behalf of which such Covered Bond is held or which is the bearer or (directly or through a nominee) registered owner of a Covered Bond, in each case whether alone or jointly with any other clearing system(s);

**"voting certificate"** means an English language certificate issued by a Paying Agent and dated in which it is stated:

- (i) that on the date thereof Covered Bonds (whether in definitive form or represented by a Global Covered Bond) (not being Covered Bonds in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate) were deposited with such Paying Agent or (to the satisfaction of such Paying Agent) are held to its order or under its control or are blocked in an account with a Clearing System and that no

such Covered Bonds will cease to be so deposited or held or blocked until the first occur of:

- (A) the conclusion of the meeting specified in such voting certificate; and
  - (B) the surrender of the voting certificate to the Paying Agent who issued the same; and
- (i) that the bearer of the voting certificate is entitled to attend and vote at the meeting and any adjourned meeting in respect of the Covered Bonds represented by the certificate;

**"24 hours"** means a period of 24 hours including all or part of a day on which banks are open for business both in the place where the meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of a day on which banks are open for business in all of the places where the Paying Agents have their specified offices; and

**"48 hours"** means a period of 48 hours including all or part of two days on which banks are open for business both in the place where the meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of two days on which banks are open for business in all of the places where the Paying Agents have their specified offices.

References in this Condition 15.1 to the Covered Bonds are to the Series of Covered Bonds in respect of which the meeting is, or is proposed to be, convened.

For the purposes of calculating a period of clear days, no account shall be taken of the day on which a period commences or the day on which a period ends.

## **15.2 In respect of Book-Entry Covered Bonds**

This Condition contains provisions for convening meetings of the Holders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Conditions.

- (a) Evidence of entitlement to attend and vote

Holders of Book-Entry Covered Bonds who evidence their condition as such ("**Eligible Persons**") are entitled to attend and vote at a meeting of the holders of Covered Bonds.

- (b) Convening of meetings, quorum, adjourned meetings
- (i) The Issuer may at any time and, if required in writing by Holders holding not less than 10 per cent. in nominal amount of the Covered Bonds for the time being outstanding, shall convene a meeting of the Holders and if the Issuer fails for a period of seven days to convene the meeting the meeting may be convened by the relevant Holders. Whenever the Issuer is about to convene any meeting it shall immediately give notice in writing to the Local Paying Agent of the day, time and place of the meeting which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform, and of the nature of the business to be transacted at the meeting.
  - (ii) At least 21 clear days' notice specifying the place, day and hour of the meeting shall be given to the Holders in the manner provided in Condition 14 (*Notices*). The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, in the case of an Extraordinary Resolution only, shall either (i) specify the terms of the Extraordinary Resolution to be proposed or (ii) state fully the effect on the holders of such Extraordinary resolution, if passed. The notice shall include statements as to the manner in which Holders are entitled to attend and vote at the meeting. A copy of the notice shall be sent by post to the Issuer (unless the meeting is convened by the Issuer).
  - (iii) The person (who may but need not be a Holder) nominated in writing by the Issuer shall be entitled to take the chair at each meeting but if no nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting the Holders present shall choose one of their number to be Chairperson failing which the Issuer may appoint a Chairperson. The Chairperson of an adjourned meeting need not be the same person as was Chairperson of the meeting from which the adjournment took place.
  - (iv) At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than 5 per cent. in nominal amount of the Book-Entry Covered Bonds for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chairperson) shall be transacted at any meeting unless the required quorum is present at the commencement of business. The quorum at any meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Eligible Persons present and holding or representing in the aggregate not less than 50 per cent. in nominal amount of the Book-Entry Covered Bonds for the time being outstanding provided that at any meeting the business of which includes any of the following matters ("**Basic Terms Modifications**", each of which shall only be capable of being effected after having been approved by Extraordinary Resolution):

- (A) modification of the Maturity Date of the Book-Entry Covered Bonds or reduction or cancellation of the nominal amount payable at maturity; or
- (B) reduction or cancellation of the amount payable or modification of the payment date in respect of any interest in respect of the Book-Entry Covered Bonds or variation of the method of calculating the rate of interest in respect of the Book-Entry Covered Bonds (other than any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Book-Entry Covered Bonds); or
- (C) reduction of any Minimum Rate of Interest and/or Maximum Rate of Interest specified in the applicable Final Terms; or
- (D) modification of the currency in which payments under the Book-Entry Covered Bonds are to be made; or
- (E) modification of the majority required to pass an Extraordinary Resolution; or
- (F) the sanctioning of any scheme or proposal described in Condition 15.2(c)(ix)(F); or
- (G) alteration of this proviso or the proviso to Condition 15.2(b)(v) below,

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than three-fourths in nominal amount of the Book-Entry Covered Bonds for the time being outstanding.

- (v) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson may decide) after the time appointed for any meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened by Holders be dissolved. In any other case it shall be adjourned for a period being not less than 14 clear days nor more than 42 clear days and at a place appointed by the Chairperson). If within 15 minutes (or a longer period not exceeding 30 minutes as the Chairperson may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairperson may either dissolve the meeting or adjourn it for a period, being not less than 14 clear days (but without any maximum number of clear days) and to a place as may be appointed by the Chairperson (either at or after the adjourned meeting), and the provisions of this sentence shall apply to all further adjourned meetings.
- (vi) At any adjourned meeting one or more Eligible Persons present (whatever the nominal amount of the Covered Bonds so held or

represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the required quorum been present provided that at any adjourned meeting the business of which includes any of the Basic Terms Modifications specified in the proviso to Condition 15.2(b)(iv) the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-fourth in nominal amount of the Book-Entry Covered Bonds for the time being outstanding.

- (vii) Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in Condition 15.2(b)(ii) and the notice shall state the relevant quorum.

(c) Conduct of business at meetings

- (i) Every question submitted to a meeting shall be decided in the first instance by a show of hands. A poll may be demanded (before or on the declaration of the result of the show of hands) by the Chairperson, the Issuer or any Eligible Person (whatever the amount of the Book-Entry Covered Bonds so held or represented by it). In the case of an equality of votes the Chairperson shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as an Eligible Person.
- (ii) At any meeting, unless a poll is duly demanded, a declaration by the Chairperson that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (iii) Subject to Condition 15.2(c)(vi), if at any meeting a poll is demanded it shall be taken in the manner and, subject as provided below, either at once or after an adjournment as the Chairperson may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.
- (iv) The Chairperson may, with the consent of (and shall if directed by) any meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.

- (v) Any poll demanded at any meeting on the election of a Chairperson or on any question of adjournment shall be taken at the meeting without adjournment.
- (vi) Any director or officer of the Issuer and its lawyers and financial advisers may attend and speak at any meeting. Subject to this, but without prejudice to the proviso to the definition of "outstanding" in these Conditions, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Holders or join with others in requiring the convening of a meeting unless he is an Eligible Person. No person shall be entitled to vote at any meeting in respect of Covered Bonds which are deemed not to be outstanding by virtue of the proviso to the definition of "outstanding" in these Conditions. Nothing contained in this paragraph shall prevent any of the proxies appointed by any Holder from being a director, officer or representative of or otherwise connected with the Issuer.
- (vii) Subject as provided in Condition 15.2(c)(vi), at any meeting:
  - (A) on a show of hands every Eligible Person present shall have one vote; and
  - (B) on a poll every Eligible Person present shall have one vote in respect of each Book-Entry Covered Bond.

Any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.
- (viii) The proxies named by any Holder need not be Holders.
- (ix) A meeting of the Holders shall in addition to the powers set out above have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in Conditions 14.2(c)(iv) and 14.2(c)(vi)), namely:
  - (A) power to approve any compromise or arrangement proposed to be made between the Issuer and the Holders;
  - (B) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Holders against the Issuer or against any of its property whether these rights arise under the Covered Bonds or otherwise and whether or not involving a reduction or cancellation of all or part of the principal, interest or other amounts payable in respect of the Book-Entry Covered Bonds or an extinguishment of some or all of the rights of the Holders in respect of the Book-Entry Covered Bonds;
  - (C) power to agree to any modification of the provisions contained in the Conditions which is proposed by the Issuer;

- (D) power to give any authority or approval which under the provisions of this Condition or the Book-Entry Covered Bonds is required to be given by Extraordinary Resolution;
  - (E) power to appoint any persons (whether Holders or not) as a committee or committees to represent the interests of the Holders and to confer upon any committee or committees any powers or discretions which the Holders could themselves exercise by Extraordinary Resolution;
  - (F) power to approve any scheme or proposal for the exchange or sale of the Book-Entry Covered Bonds for, or the conversion of the Book-Entry Covered Bonds into, or the cancellation of the Book-Entry Covered Bonds in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash; and
  - (G) power to approve the substitution of any entity in place of the Issuer (or any previous substitute) as the principal debtor in respect of the Book-Entry Covered Bonds.
- (x) Any resolution (including an Extraordinary Resolution) (i) passed at a meeting of the Holders duly convened and held (ii) passed as a resolution in writing or (iii) passed by way of electronic consents given by Holders through the relevant clearing system(s), in accordance with the provisions of this Condition, shall be binding upon all the Holders whether present or not present at the meeting referred to in (i) above and whether or not voting (including when passed as a resolution in writing or by way of electronic consent) and each of them shall be bound to give effect to the resolution accordingly and the passing of any resolution shall be conclusive evidence that the circumstances justify its passing. Notice of the result of voting on any resolution duly considered by the Holders shall be published in accordance with Condition 14 (*Notices*) by the Issuer within 14 days of the result being known provided that non-publication shall not invalidate the resolution.
- (xi) Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any minutes signed by the Chairperson of the meeting at which any resolution was passed or proceedings had shall be conclusive evidence of the matters contained in them and, until the contrary is proved, every meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had at the meeting to have been duly passed or had.

(d) Definitions

In these Conditions:

**"Extraordinary Resolution"** means;

- (i) a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition by a majority consisting of not less than 75 per cent. of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75 per cent. of the votes given on the poll;
- (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Book-Entry Covered Bonds for the time being outstanding, which resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the Holders; or
- (iii) consent given by way of electronic consents through the relevant clearing system(s) by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Book-Entry Covered Bonds for the time being outstanding.

**"outstanding"** means, in relation to the Book-Entry Covered Bonds of any Series, all the Book-Entry Covered Bonds issued other than:

- (i) those Book-Entry Covered Bonds which have been redeemed pursuant to the Conditions;
- (ii) those Book-Entry Covered Bonds in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest (if any) accrued to the date for redemption and any interest (if any) payable under the Conditions after that date) have been duly paid to or to the order of the Local Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the Holders in accordance with the Conditions) and remain available for payment of the relevant Book-Entry Covered Bonds;
- (iii) those Book-Entry Covered Bonds which have been purchased and redeemed in accordance with the Conditions;
- (iv) those Book-Entry Covered Bonds in respect of which claims have become prescribed under the Conditions,

provided that for the purpose of:

- (i) attending and voting at any meeting of the Holders of the Series, passing an Extraordinary Resolution in writing or an Extraordinary Resolution by way of electronic consents given through the relevant clearing systems as envisaged by these Conditions; and

- (i) determining how many and which Book-Entry Covered Bonds of the Series are for the time being outstanding for the purposes of Condition 15.2,

those Book-Entry Covered Bonds (if any) which are for the time being held by or for the benefit of the Issuer or any Subsidiary of the Issuer shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

References in this Condition 15.2 to the Book-Entry Covered Bonds are to the Series of Book-Entry Covered Bonds in respect of which the meeting is, or is proposed to be, convened.

For the purposes of calculating a period of clear days, no account shall be taken of the day on which a period commences or the day on which a period ends.

## **16. FURTHER ISSUES**

To the extent permitted by applicable laws and regulations and subject to the approval of relevant governmental authority or agency (if any), the Issuer shall be at liberty from time to time without the consent of the Holders or the Couponholders to create and issue further covered bonds having terms and conditions the same as the Covered Bonds or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Covered Bonds.

## **17. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

### **17.1 Governing Law**

The Covered Bonds and any non-contractual obligations arising out of or in connection with the Covered Bonds are governed by, and shall be construed in accordance with, Spanish law.

### **17.2 Submission to jurisdiction**

The Issuer hereby irrevocably agrees for the benefit of the Holders that the courts of Spain in the city of Madrid, Spain are to have jurisdiction to settle any disputes which may arise out of or in connection with the Covered Bonds (including a dispute relating to any non-contractual obligations arising out of or in connection with the Covered Bonds) and that accordingly any suit, action or proceedings arising out of or in connection with the Covered Bonds (together referred to as "**Proceedings**") may be brought in such courts. The Issuer irrevocably waives any objection which it may have now or hereinafter to the laying of the venue of any Proceedings in the courts of the city of Madrid, Spain. To the extent permitted by law, nothing contained in this Condition 17 shall limit any right of any Holders or Couponholders to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdictions, whether concurrently or not.

### **17.3 Other documents**

The Issuer has in the Agency Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process.”

## **DESCRIPTION OF BCC AND THE GCC GROUP**

*The section headed "Credit Rating" of the "Description of BCC and the GCC Group" section on page 260 of the Base Prospectus shall be deleted and replaced by the following:*

"On 28 November 2024, S&P upgraded BCC's rating assigning a long-term credit rating of BBB- and maintaining a short-term credit rating of A-3, and the outlook was revised from Positive to Stable. On 1 July 2024, Fitch assigned BCC a long-term credit rating of BBB- and the GCC Group a short-term credit rating of F3, and Stable outlook. On 13 November 2024, DBRS maintained GCC Group's long-term rating of BBB (low) and the short-term at R-2 (Middle), and revised the outlook from Stable to Positive."

## **DESCRIPTION OF CAJAMAR**

*The section headed "Credit Rating" of the "Description of Cajamar" section on page 265 of the Base Prospectus shall be deleted and replaced by the following:*

"On 28 November 2024, S&P upgraded Cajamar's rating assigning a long-term credit rating of BBB- and maintaining a short-term credit rating of A-3, and the outlook was revised from Positive to Stable. On 1 July 2024, Fitch assigned Cajamar a long-term credit rating of BBB- and the GCC Group a short-term credit rating of F3, and Stable outlook. On 13 November 2024, DBRS maintained GCC Group's long-term rating of BBB (low) and the short-term at R-2 (Middle), and revised the outlook from Stable to Positive."

## **OVERVIEW OF SPANISH LEGISLATION REGARDING COVERED BONDS**

*The text set out below shall replace, in its entirety, the text in the section of the Base Prospectus entitled "Overview of Spanish Legislation Regarding Covered Bonds" on pages 274 to 280 of the Base Prospectus.*

"The following is a brief summary of certain features of Royal Decree-Law 24/2021 at the date of this Base Prospectus. It does not purport to be, and is not, a complete description of all aspects of the Spanish legislative and regulatory framework for Covered Bonds. Please also refer to "*Risk Factors – Risks related to Covered Bonds*".

### **Introduction**

The Covered Bonds represent unsubordinated debt of the Issuer, bear interest, are repayable by early redemption or at maturity and may be traded in domestic and/or foreign markets.

The Covered Bonds will be considered (i) Mortgage Covered Bonds (European premium covered bonds) (*Cédulas Hipotecarias (bonos garantizados europeos (premium))*) and, (ii) Public Covered Bonds (European premium covered bonds) (*Cédulas Territoriales (bono garantizado europeo (premium))*) pursuant to article 4.3 of Royal Decree-Law 24/2021.

Without prejudice to the obligations of the Issuer for making all payments in respect of the Covered Bonds, the totality of the principal and interest of the Covered Bonds, both accrued and future, will be specially guaranteed without the need to assign the assets in guarantee by public deed, or any registration in any public registry or any other formality, by a preferential right on the totality of the assets that make up the relevant Cover Pool, including any present and future amounts received in respect of such assets, as well as on the realisation of any

collateral and, if applicable, any collateral received in connection with positions in derivative instruments and any rights derived from insurance against damages, as identified in the corresponding special register of the Issuer, all in accordance with the legislation in force in Spain, as of the date of this Base Prospectus.

### **Covered Bonds Programme**

The issue of the Covered Bonds by the Issuer requires the prior authorisation of the Bank of Spain in accordance with Royal Decree-Law 24/2021 of the "covered bond programme" for each category of Covered Bonds (i.e. Mortgage Covered Bonds and Public Sector Covered Bonds) to be in force in accordance with article 34 of Royal Decree-Law 24/2021.

On 6 July 2022, the Bank of Spain authorised the covered bond programmes of Cajamar (i) for the issuance of Mortgage Covered Bonds for an aggregate amount of EUR 7,000,000,000, and with a validity period expiring on 6 July 2025 and (ii) for the issuance of Public Sector Covered Bonds for an aggregate amount of EUR 1,500,000,000, and with a validity period expiring on 6 July 2025, and on 9 July 2024, the Bank of Spain authorised the mortgage covered bond programme of BCC for the issuance of Mortgage Covered Bonds for an aggregate amount of EUR 750,000,000, and with a validity period expiring on 9 July 2027 (each of them a “**Covered Bond Programme**” and together the “**Covered Bonds Programmes**”). The Covered Bonds issued under the Programme will form part of the relevant Covered Bonds Programme and will be collateralised by the Cover Pool. The information contained in this Base Prospectus relating to the issuance of the Covered Bonds is aligned in all material respects with the provisions contained in the relevant Covered Bonds Programmes.

### **Cover pool**

The Covered Bonds will be specially secured by the assets of the relevant Cover Pool of the Covered Bonds Programmes of the Issuer for the issuance of Mortgage Covered Bonds and, in the case of Cajamar, Public Sector Covered Bonds. Title IV of Royal Decree-Law 24/2021 sets forth the particular requirements of the assets that may be included in each Cover Pool depending on the nature of the Covered Bonds as follows:

#### *Mortgage Covered Bonds*

- In accordance with article 23 of Royal Decree-Law 24/2021, the Cover Pool for Mortgage Covered Bonds shall comprise the eligible primary assets listed in letters d) and f) of article 129.1 of CRR and which form part of the Cover Pool, the replacement assets, the liquid assets that make up the liquidity buffer of the Cover Pool and the economic flows generated by the derivative financial instruments, all in accordance with the legislation in force and the corresponding Covered Bond Programme authorised by the Bank of Spain.
- Eligible primary assets include, among others: (i) loans secured by residential property up to the lesser of the principal amount of the liens that are combined with any prior liens, and 80% of the value of the pledged properties; or (ii) loans secured by commercial immovable property up to the lesser of the principal amount of the liens that are combined with any prior liens, and 60% of the value of the pledged properties. Loans secured by commercial immovable property are eligible where the loan-to-value ratio of 60% is exceeded up to a maximum level of 70% if the value of the total assets pledged as collateral for the covered bonds exceeds the nominal amount outstanding

on the covered bond by at least 10%, and the holders' claim meets the legal certainty requirements set out in Chapter 4 of CRR. The holders' claim shall take priority over all other claims on the collateral.

- Assets consisting of credits or loans shall be included in the Cover Pool and shall serve as collateral for the total amount of the principal amount outstanding, regardless of the amount by which they contribute to the Cover Pool. An asset may not belong to two different Cover Pools and partial inclusion of assets in the Cover Pool is not permitted.
- In addition to meeting the conditions set forth in Chapter 4 of CRR, the real estate mortgage securing the loans must be constituted with first ranking over the full ownership of the entire property. If other mortgages encumber the same property or if it is subject to prohibitions on disposition, resolutive condition or any other limitation of the domain, these must be cancelled or postponed to the mortgage prior to its inclusion in the Cover Pool.
- At the time of its incorporation into the Cover Pool, the loan secured by real estate mortgage may not exceed 60% of the appraisal value of the mortgaged property. In the case of residential real estate, the loan may reach 80% of the appraisal value. The term of amortisation of the secured loan, when it finances the acquisition, construction or rehabilitation of the habitual residence, may not exceed 30 years. If, as a consequence of the amortisation of a loan initially ineligible for exceeding the indicated limits, the corresponding thresholds are reached, the loan with mortgage guarantee could be eligible as a collateral asset from that moment onwards.
- When, due to depreciation of the collateral, at any time after its incorporation in the Cover Pool, the loan exceeds the limits set forth in the preceding paragraph, such loan shall be computed up to the limit indicated therein for the purposes of the coverage requirement set forth in article 10.5 of Royal Decree-Law 24/2021.
- The Mortgage Covered Bonds may be backed up to a limit of 10% of the principal amount by the following replacement assets:
  - (i) fixed income securities admitted to trading on regulated markets issued by the counterparties referred to in letters a) and b) of article 129.1 of CRR; and/or
  - (ii) short-term deposits in credit institutions that comply with the provisions of article 129.1 (c) of CRR and the limits so provided.
- If, due to the amortisation of the loans comprising the Cover Pool, the replacement assets exceed the applicable limits, the Issuer may choose to acquire its own Mortgage Covered Bonds until the ratio is restored or replace them with other assets that meet the required conditions.
- The Mortgage Covered Bonds must have a minimum level of 5% legal over-collateralisation as provided for in the first paragraph of article 129.3a of CRR (the "**Legal Over-collateralisation**"), which entails a collateralisation equivalent to at least 105% of the total nominal amount of the outstanding Covered Bonds. In addition to the Legal Over-collateralisation, the Issuer may at any time during the life of the Cover Bond Programme, at its own discretion, assume the obligation to maintain a level of guarantee higher than the Legal Over-collateralisation. The Issuers have not

established or assumed any contractual level of collateralisation above the Legal Over-collateralisation requirement for the Cover Pools for Mortgage Covered Bonds.

- The over-collateralisation level shall be disclosed in the periodic information the Issuer is obliged to provide pursuant to article 19 of Royal Decree-Law 24/2021 and, if applicable, as other relevant information, without prejudice to any other obligation derived from the regulations in force regarding the securities market. This information will be published, as applicable, on the websites of BCC and Cajamar at: <https://www.bcc.es/es/informacion-para-inversores/emisiones-del-grupo/> and <https://www.cajamar.es/en/comun/informacion-corporativa/informacion-para-inversores/informacion-general/emisiones/>.

The level of over-collateralisation of the Cover Pool for Mortgage Covered Bonds of Cajamar was 33% and 27%, respectively, as of 31 December 2023 and 31 March 2024, and the level of over-collateralisation of the Cover Pool for Mortgage Covered Bonds of BCC was 130%, as of 9 July 2024 (the date of the authorisation of the covered bonds programme by the Bank of Spain).

As of the date of the Base Prospectus, the Issuers have not approved an independent policy for the management of derivative contracts for hedging purposes and replacement assets of the Cover Pools for Mortgage Covered Bonds.

- The mortgaged property shall be insured against damage for at least the appraisal value and the credit claim linked to the insurance shall be included in the special register of the mortgage Covered Bond Programme.
- The Issuer may not perform any of the following actions with respect to the loans included in the Cover Pool except with the express authorisation of the cover pool monitor of the Cover Pool and subject to certain conditions:
  - (i) voluntarily cancel such mortgages, for reasons other than the payment of the guaranteed loan;
  - (ii) waive or make any compromises with respect to any amounts due;
  - (iii) condone in whole or in part the guaranteed loan;
  - (iv) in general, perform any act that diminishes the ranking, legal effectiveness or economic value of the mortgage or loan; or
  - (v) postpone existing mortgages in its favour as security for loans.

Exceptionally, when the Issuer is bound by obligations in respect of the loans established in the applicable regulations, it may modify the terms of the loans without the express authorisation of the cover pool monitor of the Cover Pool. Such modifications shall be reported individually, at the time they are made, to the cover pool monitor of the Cover Pool, which, in any event, must verify that, following such modifications, none of the requirements and limits demanded of the Cover Pool assets in the Royal Decree-Law 24/2021 or contractually are breached and, therefore, they may continue to form part of the corresponding Cover Pool.

- The liquidity buffer of the Cover Pool shall be comprised of the assets referred to in article 11 of Royal Decree-Law 24/2021 and shall be sufficient to cover the net liquidity outflow of the Covered Bond Programme during the following 180 days.
- All the liabilities of the Covered Bonds must be covered by the credit rights linked to the Cover Pool assets as set forth in Royal Decree-Law 24/2021.

#### *Public Sector Covered Bonds*

- In accordance with article 24 of Royal Decree-Law 24/2021, the Cover Pool for Public Sector Covered Bonds shall comprise the eligible primary assets listed in letter a) of article 129.1 of CRR, provided that such loans are not linked to the financing of export contracts for goods and services or to the internationalisation of companies, and which form part of the Cover Pool, the replacement assets, the liquid assets that make up the liquidity buffer of the Cover Pool and the economic flows generated by the derivative financial instruments, all in accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain.
- Eligible primary assets include exposures to or guaranteed by central governments, the national central banks that are members of the European System of Central Banks, the European Central Bank, public sector entities, regional governments or local authorities in the EU.
- The Public Sector Covered Bonds may be backed up to a limit of 10% of the principal amount by the following replacement assets:
  - (i) fixed income securities admitted to trading on regulated markets issued by the counterparties referred to in letters a) and b) of article 129.1 of CRR; and/or
  - (ii) short-term deposits in credit institutions that comply with the provisions of article 129.1 (c) of CRR and the limits so provided.
- The Public Sector Covered Bonds must have the minimum level of Legal Over-collateralisation provided for in the first paragraph of article 129.3a of CRR. In addition to the Legal Over-collateralisation, the Issuer may at any time during the life of the Covered Bond Programme, at its own discretion, assume the obligation to maintain a level of guarantee higher than the Legal Over-collateralisation. Cajamar has not established or assumed any contractual level of collateralisation above the Legal Over-collateralisation requirement for the Cover Pool for Public Sector Covered Bonds.
- The over-collateralisation level shall be disclosed in the periodic information the Issuer is obliged to provide pursuant to article 19 of Royal Decree-Law 24/2021 and, if applicable, as other relevant information, without prejudice to any other obligation derived from the regulations in force regarding the securities market. This information will be published on the website of Cajamar at: <https://www.cajamar.es/en/comun/informacion-corporativa/informacion-para-inversores/informacion-general/emisiones/>.

As of 31 December 2023 and 31 March 2024, the level of over-collateralisation of the Cover Pool for Public Sector Covered Bonds of Cajamar was 100.27% and 116.20%, respectively at each date.

- The Issuer may not perform any of the actions referred to in article 23.7 of Royal Decree-Law 24/2021 with respect to the loans included in the Cover Pool except with the express authorisation of the cover pool monitor of the Cover Pool and subject to certain conditions.
- Assets consisting of credits or loans shall be included in the Cover Pool and shall serve as collateral for the total amount of the principal outstanding, regardless of the amount by which they contribute to the Cover Pool. An asset may not belong to two different Cover Pools and partial inclusion of assets in the Cover Pool is not permitted.
- The liquidity buffer of the Cover Pool shall be sufficient to cover the net liquidity outflow of the Covered Bond Programme during the following 180 days.
- All the liabilities of Covered Bonds must be covered by the credit rights linked to the Cover Pool assets as set forth in Royal Decree-Law 24/2021.

#### **Internal policies and procedures for the management and monitoring of the Cover Pool**

Each Issuer has defined a general policy to govern the management and monitoring of the relevant Cover Pool, which was approved by its management bodies (each, a "Policy").

Each Policy applies to the Covered Bonds, as applicable, issued by the Issuers in Spain, as well as to Covered Bonds issued outside of Spain in accordance with Royal Decree-Law 24/2021 and sets out the general guidelines that they must comply with, in addition to the recommendations from supervisory bodies and best market practices that they are also required to take into consideration.

The Issuers must ensure that the liabilities of the Covered Bonds Programmes are backed at all times with Eligible Assets, complying in any case, and at all times, with the applicable legal or contractual over-collateralisation levels. Compliance with these limits shall be monitored on an ongoing basis.

Only assets meeting the eligibility conditions of the Covered Bonds Programmes shall be included in the relevant Cover Pool. Inclusion or exclusion of any assets from the relevant Cover Pool or adoption of any legal action that may affect its effectiveness shall be contingent upon verification of compliance with applicable regulations, following authorisation from the Cover Pool Monitor.

Only assets that can be segregated may be included in the relevant Cover Pool and the Issuers shall maintain a special register of the assets included in the relevant Cover Pool. For the purposes of article 1,922 and article 1,923 of the Spanish Civil Code and article 270.7 of the Insolvency Law, the registration of the assets in the special register will permit: (a) the identification by the Issuers of all the assets that form part of the relevant Cover Pool; and (b) the allocation of the registered assets to secure the payment obligations under the Covered Bonds in accordance with article 6 of Royal Decree-Law 24/2021.

The Cover Pool of each Covered Bonds Programme will consist of Eligible Assets with different characteristics, including structural features, lifetime or risk profile in the Cover Pool. The Policy sets out rules aimed at preserving the granularity of the pool of Eligible Assets, as well as at identifying and addressing potential mismatches in maturities, lifetime and interest rates, as well as, where appropriate, exchange rates.

### **Cover Pool special register**

Pursuant to article 9 of Royal Decree-Law 24/2021, the Issuer has to keep a special register where each and every loan and, if applicable, the drawn portion of the loans, replacement assets, assets to cover the liquidity requirement and derivative instruments, which makes up each applicable Cover Pool, as well as, if applicable, any collateral received in connection with positions in derivative instruments and, if applicable, any rights derived from insurance against damages pursuant to article 23.6 of Royal Decree-Law 24/2021, are recorded.

### **Nature and regime of the Cover Pool**

Pursuant to article 7 of Royal Decree-Law 24/2021, every covered bond programme must have, at all times, a Cover Pool. The Issuer shall ensure that the Cover Pool is made up of collateral with different characteristics in terms of structure, duration and risk profile.

For these purposes, the Issuer shall have internal policies and procedures to ensure compliance with this principle in the composition of the Cover Pool portfolio that meet, in particular, the following requirements:

- they must explicitly include internal rules and tests of granularity and concentration, on potential maturity, duration and interest rate mismatches and, if applicable, exchange rates;
- they must be approved by the Issuer's management body; and
- the part of the information on such policies and procedures that is most relevant to the investor must be included in the contractual terms and conditions.

### **Cover pool monitor of the Cover Pool of each programme**

The Issuer must, in accordance with article 30 of Royal Decree-Law 24/2021, designate for each Covered Bond Programme a cover pool monitor for each Cover Pool, which will act at all times in the interest of holders of covered bonds in respect of the relevant Cover Pool and whose function is to permanently monitor the Cover Pool associated with each covered bonds issue. The cover pool monitor is responsible for, among other things, authorising the entry and removal of assets included in the special register for each Cover Pool. The cover pool monitor may be external or internal, and shall be appointed in accordance with the provisions of article 31 of Royal Decree-Law 24/2021.

Intermoney Agency Services, S.A., was appointed by Cajamar on 29 March 2022 as cover pool monitor of the Covered Bonds Programmes of Cajamar for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds.

Intermoney Agency Services, S.A., was appointed by BCC on 24 May 2023 as cover pool monitor of the Covered Bonds Programme of BCC for the issuance of Mortgage Covered Bonds.

Intermoney Agency Services, S.A. is duly authorised by the Bank of Spain to act as cover pool monitor.

### **Supervision by the Bank of Spain**

The Bank of Spain will be responsible for the public supervision of covered bond programmes. The Bank of Spain must provide its authorisation for the constitution of a covered bonds programme and has the power to obtain any necessary information, undertake investigative activities and impose such sanctions as may be necessary to perform its supervisory function and ensure that the requirements set forth in Royal Decree-Law 24/2021 are complied with. In this regard, the Issuer shall provide to the Bank of Spain upon request any information that the Bank of Spain deems necessary and, at least on a quarterly basis, the information required by article 35 of Royal Decree-Law 24/2021.

### **Order of priority**

The Covered Bonds incorporate the rights of holders of Covered Bonds as creditors against the Issuer and are obligations enforceable in accordance with the terms set forth in Law 1/2000, of January 7, on Civil Proceedings, in order to claim payment from the Issuer after their maturity. The creditors' rights of holders of Covered Bonds shall extend to the totality of the payment obligations associated with the Covered Bonds.

Holders of Covered Bonds shall have the status of creditors with special preference provided for in paragraph 8 of article 1922 and paragraph 6 of article 1923 of the Spanish Civil Code, as opposed to any other creditors in relation to the loans and other assets included in the applicable Cover Pool, the replacement assets and, if applicable, the economic flows generated by the derivative instruments and rights derived from insurance against damages, in accordance with the provisions of Chapter III, Title XVII, of Book Four of the Spanish Civil Code.

All holders of Covered Bonds, regardless of their date of issue, will have the same priority over the loans and other assets included in the applicable Cover Pool and, if any, over the replacement assets and economic flows generated by the derivative financial instruments linked to the specific issues.

In the event of insolvency of the Issuer, holders of Covered Bonds will be accorded the special privilege status established pursuant to paragraph 7 of article 270 of the Insolvency Law.

Neither the insolvency (*concurso*) of the Issuer nor the Issuer being subject to any resolution procedure shall:

- cause the automatic early termination of the payment obligations under the Covered Bonds or otherwise affect the Issuer's obligation to fulfil any of its obligations under the Covered Bonds (without prejudice to the provisions of article 42.2 of Law 11/2015);

- entitle any holder of Covered Bonds to require the Issuer to redeem the Covered Bonds prior the maturity date or the extended final maturity date, as applicable;
- result in the suspension of the accrual of interest on the Covered Bonds; or
- result in the redemption or early termination of any derivative contracts included in the applicable Cover Pool.

Upon insolvency (*concurso*) or resolution of the Issuer, a special cover pool administrator will be appointed by the competent court after consultation with the Bank of Spain, from among persons nominated by the FROB (in the event of insolvency (*concurso*) of the Issuer) or directly by the FROB in consultation with the Bank of Spain (in the event of resolution of the Issuer). The special cover pool administrator will preserve the rights and interests of the holders and will oversee the management (in the event of resolution of the Issuer) or will manage (in the event of insolvency (*concurso*) of the Issuer) the Covered Bonds Programmes of the Issuer.

In addition, upon insolvency (*concurso*) of the Issuer, the assets of the relevant cover pool registered in the special register maintained by the Issuer will be materially segregated from the assets and will form a separate estate but without legal personality, which will be represented by the special cover pool administrator.

The segregation described above implies that the assets forming part of the applicable Cover Pool:

- do not form part of the insolvency estate of the Issuer (*masa del concurso*) until the claims of the holders of Covered Bonds and the relevant derivative counterparties (if any) and the expenses related to the maintenance and management of the separate assets of the relevant Cover Pool (and, if applicable, to its liquidation) are satisfied; and
- are protected against the rights of third parties and therefore cannot be rescinded by application of the reinstatement actions provided for in the insolvency legislation, except as provided in article 42.2 of Royal Decree-Law 24/2021.

The special cover pool administrator shall determine that the assets in the relevant Cover Pool registered in the special register maintained by the Issuer, together with any corresponding liabilities, will be transferred to form a separate estate without legal personality.

Once any such asset transfer has been made, if the total value of the assets included in the relevant Cover Pool exceeds the total value of the liabilities in relation to such Cover Pool plus the legal, contractual or voluntary over-collateralisation and liquidity requirements, the special cover pool administrator may decide whether to continue with the management of those assets as separate estate without personality until their maturity or to make a total or partial assignment of such assets to another entity that is an issuer of covered bonds. Any such total or partial assignment will constitute a new covered bond programme for such entity, which will require the authorisation provided for in article 34 of Royal Decree-Law 24/2021. The special cover pool administrator may determine that it is in the best interests of holders of Covered Bonds for the assets included in the applicable Cover Pool to be sold. This could result in holders of Covered Bonds receiving payment according to a different

payment schedule than that contemplated by the terms of the Covered Bonds or the holders of Covered Bonds not receiving payment in full.

If the total value of the assets is less than the total value of the liabilities plus the legal, contractual or voluntary over-collateralisation and the liquidity requirement, the special cover pool administrator will request the liquidation of the separate estate following the ordinary insolvency proceedings in accordance with the provisions of article 46 of Royal Decree-Law 24/2021.

In the event that the privileged claim of holders of Covered Bonds cannot be fully settled against the applicable Cover Pool, holders of Covered Bonds will have a claim against the Issuer with the same priority as the other claims of the unsecured creditors. If, once the claims of holders of Covered Bonds have been fully settled against the Cover Pool, there is any remainder, it will revert to the insolvency estate of the Issuer.

For the purposes of this section, the terms below shall have the following definitions:

**"covered bonds"** means mortgage covered bonds or public sector covered bonds issued by a credit institution in accordance with the provisions of Royal Decree-Law 24/2021 and secured by assets of their corresponding Cover Pools to which the holders of those bonds may have direct recourse in their capacity as preferred creditors;

**"covered bond programme"** means the structural characteristics of one or several issues of a type of covered bond that are determined by applicable legal regulation and by contractual clauses and conditions, in accordance with the permission granted to the issuing entity by the Bank of Spain.; and

**"Cover Pool"** means a pool of clearly defined assets that secure the payment obligations attached to a determined covered bond programme and that are segregable from other assets of the issuing entity as provided for by Royal Decree-Law 24/2021.

## **GENERAL INFORMATION**

*The section headed "Significant or Material Change" of the "General Information" section on page 294 of the Base Prospectus shall be deleted and replaced by the following:*

“There has been no material adverse change in the prospects of the Issuers since 31 December 2023.

There has been no significant change in the financial performance or trading position of the GCC Group since 30 June 2024.”