



ENEL – Società per Azioni

(incorporated with limited liability in Italy)
as an Issuer and Guarantor and

ENEL FINANCE INTERNATIONAL N.V.

(a limited liability company incorporated in The Netherlands,
having its registered office at Herengracht 471,1017 BS Amsterdam, The Netherlands) as an Issuer

€35,000,000,000

Euro Medium Term Note Programme

On 7 December 2000 ENEL – Società per Azioni (“ENEL” or the “Company”) entered into a Global Medium Term Note Programme (the “Programme”) and issued an offering circular on that date describing the Programme. The Programme was subsequently updated, most recently on 20 November 2017. This base prospectus (the “Base Prospectus”), which provides for the Programme to be a Euro Medium Term Note Programme, supersedes all previous offering circulars. Any Notes (as defined below) issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions herein. This does not affect any Notes already issued.

Under the Programme, each of ENEL and ENEL Finance International N.V. (“ENEL N.V.”) may from time to time issue notes (the “Notes”) denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined below). References in this Base Prospectus to the “relevant Issuer” shall, in relation to any Tranche of Notes, be construed as references to the Issuer which is, or is intended to be, the Issuer of such Notes as indicated in the applicable Final Terms. The payment of all amounts owing in respect of Notes issued by ENEL N.V. will be unconditionally and irrevocably guaranteed by ENEL in its capacity as guarantor (the “Guarantor”).

ENEL N.V. has a right of substitution as set out in Condition 16(a) and Condition 16(c). ENEL N.V. may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons either ENEL as Issuer or any of ENEL’s Subsidiaries (as defined below). ENEL or the relevant Subsidiary (failing which, ENEL) shall indemnify each Noteholder and Couponholder against any adverse tax consequences of such a substitution, except that neither ENEL nor the relevant Subsidiary shall be liable under such indemnity to pay any additional amounts either on account of “imposta sostitutiva” or on account of any other withholding or deduction in the event of payment of interest or other amounts paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information. When ENEL N.V. is to be substituted by another of ENEL’s Subsidiaries, such substitution may only take place if ENEL continues to guarantee the obligations of such Subsidiary. For further details regarding ENEL N.V.’s right of substitution see Condition 16(a) and Condition 16(c).

ENEL has a right of substitution as set out in Condition 16(b). ENEL may, at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and Coupons any of its Subsidiaries provided that ENEL shall guarantee the obligations of such Subsidiary. The relevant Subsidiary (failing which, ENEL) shall indemnify each Noteholder and Couponholder against any adverse tax consequences of such a substitution, except that neither the relevant Subsidiary nor ENEL shall be liable under such indemnity to pay any additional amounts either on account of “imposta sostitutiva” or on account of any other withholding or deduction in the event of payment of interest or other amounts paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information. For further details regarding ENEL’s right of substitution, see Condition 16(b).

Notes may be issued in bearer or registered form (respectively “Bearer Notes” and “Registered Notes”). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €35,000,000,000 (or its equivalent in other currencies calculated as described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “Overview of the Programme” and any additional Dealer appointed under the Programme from time to time by the relevant Issuer (each a “Dealer” and together the “Dealers”), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the “relevant Dealer” shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to purchase such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these see “Risk Factors”.

This Base Prospectus has been approved by the Central Bank of Ireland (the “Central Bank”), as competent authority under the Directive 2003/71/EC, as amended or superseded, to the extent that such amendments have been implemented in the relevant Member State of the European Economic Area (the “Prospectus Directive”). The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and European Union (“EU”) law pursuant to the Prospectus Directive. Such approval relates only to Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin (“Euronext Dublin”) or other regulated markets for the purposes of Directive 2014/65/EU (as amended) or which are to be offered to the public in any Member State of the European Economic Area. Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and trading on its regulated market. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes will be set out in the final terms (the “Final Terms”) which, with respect to Notes to be listed on Euronext Dublin, will be filed with the Central Bank.

The Central Bank has been requested to provide a certificate of approval and a copy of this Base Prospectus to the relevant competent authority in Luxembourg.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the relevant Issuer and the Guarantor (where ENEL is not the relevant Issuer) and the relevant Dealer. Where Notes issued under the Programme are listed or admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, such Notes will not have a denomination of less than €100,000 (or, in the case of Notes that are not denominated in euro, the equivalent thereof in such other currency). The relevant Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market. The Notes issued by ENEL will constitute “obbligazioni” pursuant to Article 2410, and the Articles that follow such Article 2410, of the Italian Civil Code, which relate to the issuance of “obbligazioni” by corporations in Italy.

The Notes and the Guarantee have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Notes may include bearer notes that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes and the Guarantee may not be offered or sold or, in the case of bearer notes, delivered within the United States or for the account or benefit of U.S. Persons (as defined in Regulation S under the Securities Act (“Regulation S”)). The Notes will be offered and sold in offshore transactions to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act, in transactions exempt from the registration requirements of the Securities Act. For a description of these and certain further restrictions on offers, sales and transfers of Notes and distribution of this Base Prospectus see “Subscription and Sale and Selling and Transfer Restrictions”.

The relevant Issuer and the Guarantor (where ENEL is not the relevant Issuer) may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a Drawdown Prospectus (as defined below), if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

ENEL’s long-term debt is currently rated “BBB+” (stable outlook) by S&P Global Ratings Europe Limited (“S&P”), “BBB+” (stable outlook) by Fitch Ratings Ltd (“Fitch”) and “Baa2” (stable outlook) by Moody’s Investors Service Ltd (“Moody’s”). Each of Moody’s, S&P and Fitch is established in the EU and registered under Regulation (EC) No.1060/2009 (as amended) (the “CRA Regulation”) and as such is included in the list of credit rating agencies published by the European Securities and Markets Authority (“ESMA”) on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the EU and registered under the CRA Regulation will be disclosed in the relevant 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.

Amounts payable under the floating rate notes will be calculated by reference to the London Interbank Offered Rate (“LIBOR”) or the Euro Interbank Offered Rate (“EURIBOR”), as specified in the relevant Final Terms. As at the date of this Base Prospectus, the ICE Benchmark Administration (as administrator of LIBOR) is included in the register of administrators maintained by ESMA under Article 36 of the Regulation (EU) No. 2016/1011 (the “Benchmarks Regulation”). As at the date of this Base Prospectus, the European Money Markets Institute (as administrator of EURIBOR) is not included in ESMA’s register of administrators under Article 36 of the Benchmarks Regulation. As far as each Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that European Money Markets Institute (as administrator of EURIBOR) is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence). The transitional provisions of Article 51 of the Benchmarks Regulation apply until 1 January 2020.

Arrangers

Deutsche Bank

J.P. Morgan

Dealers

Banca IMI
BofA Merrill Lynch
BNP PARIBAS
Crédit Agricole CIB
Deutsche Bank
HSBC
J.P. Morgan
MUFG
Morgan Stanley
NatWest Markets
Société Générale Corporate & Investment Banking
UBS Investment Bank

Banco Bilbao Vizcaya Argentaria, S.A.
Barclays
Citigroup
Credit Suisse
Goldman Sachs International
ING
Mediobanca
Mizuho Securities
NATIXIS
Nomura
Santander Corporate & Investment Banking
UniCredit Bank

This Base Prospectus comprises a base prospectus in relation to each Issuer for the purposes of Article 5.4 of the Prospectus Directive. For the purposes of this Base Prospectus, the expression “Prospectus Directive” means Directive 2003/71/EC, as amended or superseded, and includes any relevant implementing measure in each Relevant Member State of the European Economic Area.

Each of the Issuers and the Guarantor accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of each of the Issuers and the Guarantor (each having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. Certain third party information has been extracted from external sources as described in this Base Prospectus. Each of the Issuers and the Guarantor confirms that such information has been accurately reproduced and, as far as it is aware and is able to ascertain from published information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Copies of Final Terms will be available from the registered office of the relevant Issuer and the specified office of the Paying Agent (being The Bank of New York Mellon, London Branch, One Canada Square, London E14 5AL, United Kingdom).

This Base Prospectus is to be read in conjunction with any supplement hereto and with all documents which are incorporated herein by reference (see “Documents Incorporated by Reference” below) and/or to any supplement hereto. This Base Prospectus shall be read and construed on the basis that such documents are incorporated in, and form part of, this Base Prospectus and/or any supplement hereto and in relation to any Tranche of Notes shall be read and construed together with the relevant Final Terms.

No representation, warranty or undertaking, express or implied, is made by any of the Dealers or any of their respective affiliates and no responsibility or liability is accepted by any of the Dealers or any of their respective affiliates as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by either Issuer or the Guarantor in connection with the Programme.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Base Prospectus in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer, the Managers or the person named in or identifiable in the applicable Final Terms as the financial intermediaries, as the case may be.

No person is or has been authorised by either Issuer or the Guarantor to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by either Issuer or the Guarantor or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by either Issuer or the Guarantor or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition, results of operations and affairs, and its own appraisal of the creditworthiness, of the relevant Issuer and ENEL (where the relevant Issuer is not ENEL). Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and in the Final Terms of the relevant Tranche of Notes and reach their own views, based upon their own judgement and upon advice from such financial, legal and tax advisers as they

have deemed necessary, prior to making any investment decision. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of either Issuer or the Guarantor or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning either Issuer or the Guarantor is correct at any time subsequent to the date hereof or that there has been no adverse change in the financial position of either the Issuer or the Guarantor since the date hereof or the date upon which this document has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of either Issuer or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuers, the Guarantor and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuers, the Guarantor or the Dealers which is intended to permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including the United Kingdom, France, Belgium, The Netherlands and Italy) and Japan, see “Subscription and Sale and Selling and Transfer Restrictions”.

This Base Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by the applicable Final Terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

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

Some Notes are complex financial instruments. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial, tax or legal adviser) to evaluate how the Notes will perform under the changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

In making an investment decision, investors must rely on their own examination of the relevant Issuer and ENEL (where the relevant Issuer is not ENEL) and the terms of the Notes being offered, including the merits and risks involved. The Notes described herein have not been approved or disapproved by the United States Securities and Exchange Commission or any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Base Prospectus. Any representation to the contrary is unlawful.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

None of the Dealers, the Issuers or the Guarantor makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available

to any retail investor in the European Economic Area (the “EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“MiFID II”); or (ii) a customer within the meaning of Directive 2002/92/EC, as amended or superseded (the “Insurance Mediation Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MiFID II product governance / target market – The Final Terms in respect of any Notes will include a legend entitled “MiFID II product governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

The Notes are not intended to be offered, sold or otherwise made available to and will not be offered, sold or otherwise made available in Belgium to “consumers” (consumenten/consommateurs) within the meaning of the Belgian Code of Economic law (*Wetboek economisch recht/Code de droit économique*).

U.S. INFORMATION

Notwithstanding any limitation on disclosure provided for in this Base Prospectus, its contents, or any associated Final Terms, and effective from the date of commencement of discussions concerning any of the transactions contemplated hereby (the “Transactions”), each recipient of this Base Prospectus or any associated Final Terms (a “Recipient”) (and each employee, representative, or other agent of any such Recipient) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transactions and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure, except to the extent that any such disclosure could reasonably be expected to cause this Programme, or any issue of Notes thereunder not to be in compliance with securities laws. For purposes of this paragraph, the tax treatment of the Transactions is the purported or claimed U.S. federal income tax treatment of the Transactions, and the tax structure of the Transactions is any fact that may be relevant to understanding the purported or claimed U.S. federal income tax treatment of the Transaction.

Bearer Notes are not being offered to U.S. persons. A U.S. person who owns a Bearer Note may be subject to limitations under United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the United States Internal Revenue Code

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

ENEL maintains its financial books and records and prepares its financial statements in Euro in accordance with IFRS endorsed by the EU and the Italian regulation implementing Article 9 of Legislative Decree No. 38/05 and ENEL N.V. maintains its financial books and records and prepares its financial statements in Euro in accordance with IFRS endorsed by the EU, and Title 9, Book 2 of The Dutch Civil Code (*Burgerlijk Wetboek*), both of which differ in certain important respects from generally accepted accounting principles in the United States.

All references in this document to “Euro” and “€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended. In addition, references to “U.S.\$” refer to United States dollars and to “Sterling” and “£” refer to pounds sterling.

Unless otherwise specified, references to the “Group” or the “ENEL Group” are to ENEL S.p.A. together with its subsidiary companies under Article 2359 of the Italian Civil Code and under Article 93 of the Legislative Decree No. 58 of 24 February 1998, as amended (the “Italian Consolidated Financial Act”), unless the context requires otherwise.

Alternative Performance Measures

This Base Prospectus contains certain alternative performance measures (“APMs”) which are different from the IFRS financial indicators obtained directly from the audited consolidated financial statements for the years ended 31 December 2017 and 2016 and from the unaudited consolidated interim financial report of ENEL for the six month period ended 30 June 2018 and 2017 and which are useful to present the results and the financial performance of the ENEL Group.

On 3 December 2015, CONSOB issued Communication No. 92543/15, which gives effect to the Guidelines issued on 3 October 2015 by ESMA concerning the presentation of APMs disclosed in regulated information and prospectuses published as from 3 July 2016. These Guidelines, which update the previous CESR Recommendation (CESR/05-178b), are aimed at promoting the usefulness and transparency of APMs in order to improve their comparability, reliability and comprehensibility.

In line with the Guidelines mentioned above, the criteria used to construct the APMs are as follows:

- **Gross operating margin (otherwise referred to as EBITDA):** an operating performance indicator, calculated as “Operating income” plus “Depreciation, amortization and impairment losses”;
- **Net financial debt:** a financial structure indicator, determined by:
 - the sum of “Long-term bank debt (including the short-term portion)”, “Commercial paper”, “Bond issued (including the short-term portion)”, “Other borrowings (including the short-term portion)”, “Short-term bank debt” and certain financial payables included in the line “Other Items” within “Other current financial payables”;
 - net of “Cash and cash equivalents on hand”, “Bank and post office deposits”, “Other investments of liquidity”, “Securities”, “Short-term financial receivables”, “Factoring receivables” and “Long-term financial receivables and securities (including the short-term portion)”;
- **Capital expenditure:** capital expenditure represents the increases in the line items Property, Plant and Equipment and Intangible Assets resulting from new investments of the period. The amount is calculated as the sum of the line Capital Expenditure of the tables of breakdown of Property, Plant and Equipment and Intangible Assets included in the financial statements;
- **Net short term financial position:** a financial structure indicator, determined by:
 - the sum of the short-term portion of “Long-term bank debt”, of “Bond issued” and of “Other borrowings”, “Short-term bank debt”, “Commercial paper” and certain financial payables included in the line “Other Items” within “Other current financial payables”;
 - net of “Cash and cash equivalents on hand”, “Bank and post office deposits”, “Other investments of liquidity”, “Securities”, “Short-term financial receivables”, “Factoring receivables” and “Short-term portion of long-term financial receivables”.

More generally, references to “Net Financial Debt” are to the ENEL Group’s net financial debt, as ascertained pursuant to paragraph 127 of the CESR/05-054b Recommendations, implementing EC Regulation 809/2004, and in accordance with the CONSOB instruction of 26 July 2007, netted for financial receivables and long-term securities.

Investors should not place undue reliance on these APMs and should not consider any APMs as: (i) an alternative to operating income or net income as determined in accordance with IFRS; (ii) an alternative to cash flow from operating, investing or financing activities (as determined in accordance with IFRS) as a measure of the ENEL Group’s ability to meet cash needs; or (iii) an alternative to any other measure of performance under IFRS.

Such APMs have been derived from historical financial information of the Group and are not intended to provide an indication on the future financial performance, financial position or cash flows of the Group itself. Furthermore, such APMs have been calculated consistently all over the periods for which financial information is presented in this Base Prospectus. APMs presented in this Base Prospectus should be also read in conjunction with the financial information presented or incorporated by reference in this Base Prospectus and derived from the audited consolidated financial statements for the years ended 31 December 2017 and 2016 and from the unaudited consolidated interim financial report of ENEL for the six month periods ended 30 June 2018 and 2017.

These measures are used by ENEL's management to monitor the performance of the ENEL Group.

More specifically, ENEL's management believes that:

- Net Financial Debt provides prospective investors with adequate information to evaluate the overall level of the Group's indebtedness;
- EBITDA provides prospective investors with adequate information to evaluate the Group's operating performance and its ability to repay its borrowings through its operating cash flows.

Market Information

This Base Prospectus contains statements related to, among other things, the following: (i) the size of the sectors and markets in which the ENEL Group operates; (ii) growth trends in the sectors and markets in which ENEL operates; and (iii) ENEL's relative competitive position in the sectors and markets in which it operates and the position of its competitors in those same sectors and markets.

Whether or not this is stated, where such information is presented, such information is based on third-party studies and surveys as well as ENEL's experience, market knowledge, accumulated data and investigation of market conditions. While ENEL believes such information to be reliable and believes any estimates contained in such information to be reasonable, there can be no assurance that such information or any of the assumptions underlying such estimates are accurate or correct, and none of the internal surveys or information on which ENEL has relied have been verified by any independent sources. Accordingly, undue reliance should not be placed on such information. In addition, information regarding the sectors and markets in which ENEL operates is normally not available for certain periods and, accordingly, such information may not be current as of the date of this Base Prospectus.

STABILISATION

In connection with the issue and distribution of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)") (or any person acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation action may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

DRAWDOWN PROSPECTUS

The relevant Issuer and the Guarantor (where ENEL is not the relevant Issuer) may agree with any Dealer and the Trustee to issue Notes in a form not contemplated in the section of this Base Prospectus entitled "*Form of Final Terms*". To the extent that the information relating to that Tranche of Notes constitutes a significant new factor in relation to the information contained in this Base Prospectus, a separate prospectus specific to such Tranche (a "Drawdown Prospectus") will be made available and will contain such information. Each Drawdown Prospectus will be constituted by a single document containing the necessary information relating to the relevant Issuer and the ENEL Group and the relevant Notes. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus,

references in this Base Prospectus to information specified or identified in the Final Terms shall (unless the context requires otherwise) be read and construed as information specified or identified in the relevant Drawdown Prospectus.

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RISK FACTORS

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

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

Each Issuer and the Guarantor believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuers or the Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuers and the Guarantor based on information currently available to them and which they may not currently be able to anticipate. In addition, if any of the following risks, or any other risk not currently known, actually occur, the trading price of the Notes could decline and Noteholders may lose all or part of their investment. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus including any document incorporated by reference hereto and reach their own views, based upon their own judgement and upon advice from such financial, legal and tax advisers as they have deemed necessary, prior to making any investment decision. Words and expressions defined in the “Terms and Conditions of the Notes” below or elsewhere in this Base Prospectus have the same meanings in this section.

Factors that may affect the Issuers’ and the Guarantor’s ability to fulfil their obligations under Notes issued under the Programme

Risks Related to the ENEL Group

Due to the nature of its business, the Group is exposed to a variety of risks, including, *inter alia*, market risks, credit risk, liquidity risk, industrial and environmental risks and regulatory risk, which are discussed herein below.

The ENEL Group is burdened by significant indebtedness and it must generate sufficient cash flow to service

As of 30 June 2018, the ENEL Group’s net financial debt was equal to €41,594 million, compared to €37,410 million as of 31 December 2017 and €37,553 million as of 31 December 2016. The ENEL Group’s net financial debt is calculated in accordance with paragraph 127 of Recommendation CESR/05-054b implementing Regulation 2004/809/EC and in line with the CONSOB instructions of 26 July 2007, net of financial receivables and long-term securities.

As of 30 June 2018, the repayment schedules of the ENEL Group’s long-term debt provided for the repayment of €2,255 million in the following 6 months, €5,076 million in 2019 and €4,351 million in 2020. The ENEL Group’s net short-term financial debt (including current maturities of long-term debt) showed a net creditor position and amounted to €1,838 million as of 30 June 2018, compared to €2,585 million as of 31 December 2017 and €1,162 million as of 31 December 2016. Any failure by the Group to make any of its scheduled debt repayments, or to reschedule such debt on favourable terms, would have a material adverse effect on the Group, its business prospects, its financial condition and its results of operations. For further information on the performance indicators, see sub-paragraph headed “*Definition of performance indicators*” on pages 12 and 13 of the Half Year Report as of 30 June 2018 that is incorporated by reference hereto.

The credit agreements and bond agreements that the ENEL Group has entered into contain restrictive covenants that limit its operations

The agreements relating to the long-term financial indebtedness of the Group contain covenants that must be complied with by the borrowers (ENEL and the other companies of the Group) and, in certain instances, by ENEL, as guarantor. The failure to comply with any of them could constitute a default, which could have a material adverse effect upon the Group, its business prospects, its financial condition or its results of operations. In addition, covenants such as “negative pledge” clauses, “material change” clauses and covenants requiring the maintenance of particular financial ratios or credit ratings, constrain the Group’s ability to acquire or dispose of assets or incur new debt.

A portion of the ENEL Group’s indebtedness is subject to floating interest rates, thus subjecting the Group to the risk of adverse interest rate fluctuations

Market interest rate affects the ENEL Group’s results mainly through possible increase in interest expenses due to floating rate indexed debt. As at 30 June 2018, 35 per cent. of the Group’s gross financial debt was subject to floating interest rates (compared to 27 per cent. as at 31 December 2017). Taking into account the hedge accounting of interest rates considered effective pursuant to the IFRS-EU, 27 per cent. of the Group’s gross financial debt was exposed to interest rate risk at 30 June 2018 (22 per cent. at 31 December 2017). Any significant increase in interest rates could therefore lead to an increase in the Group’s debt service expenses, which would have a material adverse effect on the Group, its business prospects, its financial condition and its results of operations.

The Group adopted risk management policies that provide for the hedging of interest rate risk exposure in line with limits and targets assigned by the top management of the Group. Hedging activities typically entail the use of derivative instruments aiming at transforming floating rate liabilities into fixed rate liabilities and sometimes require the posting of cash collateral to the Group’s hedging counterparties. Nevertheless, the Group has not eliminated its exposures to interest rate risk and ENEL cannot offer assurance that they will function as intended and to the extent the Group fails to adequately manage the risks inherent in interest rate volatility, its results of operations may be adversely impacted. In addition, it is possible that the hedging and derivative instruments used by the Group to establish a fixed rate for certain of its floating rate liabilities may lock the Group into interest rates that are ultimately higher than actual market interest rates. Hedging activities could also entail significant costs.

ENEL’s ability to access credit and bond markets on acceptable terms is in part dependent on its credit ratings, which have come under scrutiny due to its level of debt

ENEL’s long-term debt is currently rated “BBB+” (stable outlook) by S&P Global Ratings Europe Limited (“S&P”), “BBB+” (stable outlook) by Fitch Ratings Limited (“Fitch”) and “Baa2” (stable outlook) by Moody’s Investors Service Ltd (“Moody’s”). The credit ratings included or referred to in this Base Prospectus will be treated for the purposes of Regulation (EC) No. 1060/2009 (as amended) on credit rating agencies (the “CRA Regulation”) as having been issued by S&P, Moody’s and Fitch upon registration pursuant to the CRA Regulation. S&P, Moody’s and Fitch are established in the European Union and registered under the CRA Regulation. Each of Moody’s, S&P and Fitch is included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Each of these ratings is near the low-end of the respective rating agency’s scale of investment-grade ratings. ENEL’s ability to access the capital markets and other forms of financing (or refinancing), and the costs connected with such activities, depend on the credit ratings assigned to the Company. In addition, any future downgrade of the sovereign credit rating of Italy and/or Spain or the perception that such a downgrade may occur may adversely affect the markets’ perception of ENEL’s creditworthiness and have a negative impact on the Group’s credit ratings. Any worsening of credit ratings could limit ENEL’s ability to

access capital markets and other forms of financing (or refinancing), or increase the costs related thereto, with related adverse effects on the Company's and the Group's business prospects, financial condition and results of operations as well as its ability to implement the 2019-2021 Strategic Plan, which contemplates a significant amount of capital expenditure (see "*ENEL's ability to successfully execute its 2019-2021 Strategic Plan is not assured*").

Certain credit agreements entered into by companies belonging to the ENEL Group, state that the overall pricing applicable to the loans thereunder may vary according to ENEL's credit rating by S&P or Moody's. Any downgrade could thus adversely affect the amount of interest payable by ENEL. In addition, the possibility of access to the capital markets and to other forms of financing and the associated costs are also dependent, amongst other things, on the rating assigned to the Group. Therefore, any downgrade of such ratings could limit ENEL's access to the capital markets and could increase the cost of borrowing and/or of the refinancing of existing debt. Any downgrade could therefore have adverse effects on the Company's and the Group's business prospects, financial condition and results of operations.

ENEL's ability to successfully execute its 2019-2021 Strategic Plan is not assured

On 20 November 2018, ENEL's Board of Directors approved the Group's 2019-2021 Strategic Plan (the "**Strategic Plan**"), which contains the strategic guidelines and growth objectives of the Group for the relevant period, as well as some forecasts with regard to the Group's expected results of operations. The Strategic Plan contemplates, among other things, efficiency by 2021 of 8 per cent. (in nominal terms) compared to 2018, an investment program of €27,5 billion between 2019 and 2021 out of which, €16.5 billion is associated with asset development:

- 64% of it, will be devoted to renewables. This will accelerate decarbonisation process with a progressive substitution of thermal capacity in line with the objective of being carbon neutral by 2050.
- 28% will be invested into Networks supporting the digitalisation of the infrastructure, the improvement of resiliency and quality ratios, and the restructuring of recently acquired assets.
- The remaining portion will support the infrastructure development of Enel X, both in e-mobility and in e-city.

Moreover, the Strategic Plan confirmed a shareholder remuneration which considers a 70% dividend pay-out based on Group net ordinary income from 2019 onwards with a CAGR of the implicit dividend per share ("DPS") of around +12%; a minimum DPS is extended for the first time over the next three years, ensuring a CAGR of around +9%.

The Strategic Plan and the projections contained therein are based on a series of assumptions, including among others the evolution of demand and prices for electricity, gas, fuels and average investment costs for the plants in the markets in which the ENEL Group operates, trends in relevant macroeconomic variables, and the evolution of the regulatory frameworks applicable to the ENEL Group. The strategic priorities set forth in the Strategic Plan also include an improvement of the operational efficiency (through digitalisation) and an acceleration of industrial growth as well as group simplification and decarbonisation.

In the event that one or more of the Strategic Plan's underlying assumptions proves incorrect or events evolve differently than as contemplated in the Strategic Plan (including because of events affecting the ENEL Group that may not be foreseeable or quantifiable, in whole or in part, as of the date hereof) the anticipated events and results of operations indicated in the Strategic Plan (and in this Base Prospectus) could differ from actual events and results of operations.

The Strategic Plan should not be unduly relied upon in any way by an investor in making an investment decision with respect to any securities offered hereunder. Furthermore, this Base Prospectus contains certain

statements and estimates regarding the ENEL Group's competitive position in certain markets, including with respect to its pre-eminence in particular markets. Such statements are based on the best information available to the ENEL Group's management as of the date hereof. However, the ENEL Group faces competitive risks and its market positions may diverge from those expressed herein as a result of a variety of factors. Any failure by the ENEL Group to execute its Strategic Plan or maintain its market positions could have a material adverse effect upon the ENEL Group, its business prospects, its financial condition and its results of operations.

ENEL is exposed to risks relating to recent and potential future acquisitions

In 2017, the Group completed several acquisitions, in particular through its new Enel X Global Business Line, which acquired companies operating in the fields of demand response, energy storage and the construction of infrastructure for electric mobility, with an overall investment of approximately €380 million. In 2018, the Group acquired control over the Brazilian power distribution company Eletropaulo Metropolitana Eletricidade de São Paulo SA through a voluntary tender offer launched by ENEL's indirect subsidiary Enel Brasil Investimentos Sudeste SA, with an overall investment of approximately €1,622 million. With respect to both past and future acquisitions, the Group may be exposed to liabilities not detected during the due diligence process or not covered by contractual provisions. Furthermore, other assessments of the acquired business made at the time of the initial investment could prove to be incorrect.

Acquisitions entail an execution risk – the risk that ENEL will not be able to effectively integrate the purchased assets so as to achieve the benefits and synergies expected from such transactions. In addition, acquisitions entail a financial risk – the risk of not being able to recover the purchase costs of acquired assets. Enel may also incur unanticipated costs or assume unexpected liabilities and losses in connection with companies or assets it acquires.

Any of the above circumstances could have adverse effects on the Group's financial condition, business and results of operations.

The ENEL Group faces risks relating to political, social or economic instability in some of the countries where the Group operates

For the six-month period ended on 30 June 2018, the Group's EBITDA from markets outside of Italy represented approximately 53 per cent. of the Group's total EBITDA. The Group's activities outside of Italy (in particular Russia and certain South American countries) are subject to a range of country-specific business risks, including changes to government policies or regulations in the countries in which it operates, changes in the commercial practice, the imposition of monetary and other restrictions on the movement of capital for foreign corporations, economic crises, state expropriation of assets, the absence, loss or non-renewal of favourable treaties or similar agreements with foreign tax authorities and general political, social and economic instability. Such countries may also be characterised by inadequate creditors' protection due to a lack of efficient bankruptcy procedures, investment restrictions and significant exchange rate volatility.

Systemic (i.e. not diversifiable) risks, referred to as "country risks", could have a material adverse effect on ENEL's business returns and, in order to effectively monitor them, ENEL regularly carries out a qualitative assessment process of the risks associated with each country where the ENEL Group operates. In addition, ENEL has developed a quantitative model using shadow rating approach in order to support capital allocation and investments evaluation processes in the context of industrial planning and business development. This model is aimed at detecting Group exposures to economic and socio-political risk factors, as in Argentina (risk of hyperinflation) and Brazil (political risk).

There can be no assurance that these policies cover all of the potential liabilities which may arise in connection with country risks. Therefore, the occurrence of an event not covered, or only partially covered,

could have a material adverse effect upon the ENEL Group, its business prospects, financial condition and results of operations.

ENEL conducts its business in several different currencies and is exposed to exchange rate risks, particularly in relation to the rate of exchange between the Euro and the U.S. dollar

The Group is exposed to exchange rate risks in relation to cash flows connected to the purchase and/or sale of fuels and electricity on the international markets, cash flows related to investments or other financial income or expenses denominated in foreign currencies, such as dividends deriving from non-consolidated foreign subsidiaries, cash flows related to the purchase or sale of equity participations, and indebtedness in currencies different from those used in the countries where the Group has its principal operations. The ENEL Group has significant exposure to fluctuations of the Euro against the U.S. dollar and the currencies of the South American countries in which the ENEL Group is present, which have recently been subject to market volatility. It is worth highlighting that such exchange rate risk is higher in hyperinflationary economies like Argentina (which is a country in which ENEL operates).

With reference to the transaction risk, which is the risk arising from the revaluation of assets and liabilities, the main source of risk is represented by debt denominated in foreign currencies. At 30 June 2018, 53 per cent. of the Group long-term debt was denominated in currencies other than euro, compared to 47 per cent. as of 31 December 2017. Furthermore, the percentage of debt not hedged against foreign exchange risk amounted to 22.3 per cent. at 30 June 2018, compared to 17 per cent. at 31 December 2017. Any future significant variations in exchange rates affecting the currencies in which the Group operates and/or failure of the Group's related hedging strategy could materially and adversely affect ENEL's and the Group's financial conditions and results of operations.

Revenues and costs denominated in foreign currencies may be significantly affected by exchange rate fluctuations, which may have an impact on commercial margins (*i.e.*, economic risk), and commercial and financing payables and receivables denominated in foreign currencies may be significantly affected by conversion rates used for profit and loss computation.

Furthermore, because the ENEL Group's consolidated financial statements are expressed in Euro but the financial statements of several subsidiaries are expressed in other currencies, negative fluctuations, in exchange rates could negatively affect the value of consolidated foreign subsidiaries' assets, income and equity, with a concomitant adverse effect on the Group's consolidated financial statements (*i.e.*, translation risk). For instance, due to the translation effect, an appreciation of the Euro against the Group's other significant currencies, including the U.S. dollar, would adversely affect the Group's results.

Exchange rate risk is managed in accordance with the ENEL Group's financial risk management policies, which provide for the stabilisation of the effects of fluctuations in exchange rates to avoid such risk. To this end, the ENEL Group has developed operational processes that ensure the appropriate coverage of exposures through hedging strategies, which typically involve the use of financial derivatives and the posting of cash collateral to the Group's hedging counterparties. However, hedging instruments may not be successful in protecting the Group effectively from adverse exchange rate movements.

Risks related to the adverse financial and macroeconomic conditions within the Eurozone

Since 2013 the global economy has grown at a modest pace, curbed by the stagnation of economic activity in parts of Europe, as well as the slow-down of several emerging economies. In the Eurozone, the pace of economic recovery has lagged behind that of other advanced economies following the prior global recession, including as a result of the sovereign debt crisis that affected several European countries, including Italy and Spain. While economic recovery last year was stronger and broader, it was mainly due to exogenous factors

and economic activity is expected to revert to lower growth reflecting long term potential. Core inflation remains subdued, below the European Central Bank's (the "ECB") target, and business and consumer confidence while still expanding are decelerating, thus weighing further on consumption and investment decision. The ECB embarked upon quantitative easing in 2015 to address economic stagnation and a slowdown in growth of consumer prices in the Eurozone. The ECB also created funding and stability mechanisms to provide liquidity and financial assistance to Eurozone member states and financial institutions. Earlier this year, the ECB has announced that it is planning to reduce and then end its quantitative easing program by the end of 2018. The tapering of quantitative easing may adversely impact growth in Eurozone countries, including the countries in which the Group operates, with potential negatively impact on the Group's business and results of operations.

The economic recovery of the Eurozone may also be jeopardized by the current political instability affecting several countries, ranging from the UK's decision to leave the EU (as described in more detail below under "*The United Kingdom's decision to withdraw from the European Union may have a negative effect on global economic conditions, financial markets and the Group's business*"), to the possible exit from the European Union of more Member States and/or the replacement of the Euro by one or more successor currencies to which the foregoing could lead. In Italy, there is a risk that the EU may commence an excessive deficit procedure later this year if the 2019 Budget proposal will not be accepted by the EU, and in Spain an early election may be called, given a highly fragmented minority government. Should these risks lead to adverse outcomes, they could severely affect the Italian and Spanish economies. These events could have a detrimental impact on the global economic recovery and the repayment of sovereign and non-sovereign debt in certain countries, as well as on the financial condition of European institutions, further increasing the volatility in the European financial markets and may affect demand for ENEL's goods and services.

There can be no assurance that the economy in Europe will not worsen, nor can there be any assurance that current or future assistance packages or measures granted to certain Eurozone countries will be available or, even if provided, will be sufficient to stabilize the affected countries and markets and secure the position of the Euro. These risks are especially significant in Italy and Spain, where a large proportion of the Group's European operations are concentrated. The economic downturn may also impact the Group's customers, may result in their inability to pay the amounts owed to the Group and may affect demand for ENEL's goods and services. Continuation of further worsening of these difficult financial and macroeconomic conditions could have a material adverse effect upon the Group, its business prospects, its financial condition and its results of operations.

The UK's decision to withdraw from the European Union may have a negative effect on global economic conditions, financial markets and the ENEL Group's business

On 29 March 2017, the UK delivered to the European Council notice of its intention to withdraw from the EU, pursuant to Article 50 of the Treaty on the European Union. The delivery of such notice started a two-year period during which the UK is negotiating with the EU the terms of its withdrawal and of its future relationship with the EU (the "**article 50 withdrawal agreement**"). If the parties fail to reach an agreement within this time frame, all EU treaties cease to apply to the UK, unless the European Council, in agreement with the UK, unanimously decides to extend this period. As part of those negotiations, a transitional period has been agreed in principle which would extend the application of EU law, and provide for continuing access to the EU single market, until the end of 2020. Absent such extension and subject to the terms of any article 50 withdrawal agreement, the UK will withdraw from the EU no later than 29 March 2019. There are a number of uncertainties in connection with such negotiations, including their timing, and the future of the UK's relationship with the EU. It therefore remains uncertain whether the article 50 withdrawal agreement will be finalised and ratified by the UK and the EU ahead of the 29 March 2019 deadline. In addition, the UK's decision to withdraw from the EU has also given rise to calls for the governments of other EU member

states to consider withdrawal. These developments, or the perception that any of them could occur, have had and may continue to have a material adverse effect on global economic conditions and the stability of global financial markets, and may significantly reduce global market liquidity and restrict the ability of key market participants to operate in certain financial markets, which could in turn depress economic activity and restrict ENEL's access to capital. Until the terms and timing of the UK's exit from the EU are clearer, it is not possible to determine the impact that the UK's departure from the EU and/or any related matters may have on the stability of the Eurozone or the European Union and, ultimately, on the business of the Group. As such, no assurance can be given that such matters would not adversely affect the Group, its business prospects, its financial condition, its results of operations, the ability of ENEL and/or ENEL N.V. to satisfy the relevant obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

Changes in macro-economic, geo-political and market conditions, globally and in the countries in which the ENEL Group operates, as well any regulatory changes, may adversely affect the ENEL Group's business and financial condition

Given the international span of the Group's operations, changes in the political situation in a country or region or political decisions that have an impact on a specific activity or geographic area, could have a significant impact on demand for the Group's products and services. Additionally, uncertainties regarding future trade arrangements and industrial policies in various countries or regions, both within and outside Europe, such as policies on energy savings and the possible introduction of new customs duties, may create additional macroeconomic risk. The U.S. administration has recently introduced tariffs on various categories of goods, and threatened to introduce further tariffs; in response, the European Union, China and other jurisdictions have introduced tariffs on U.S. goods. An escalating trade war may have material adverse effects on the industry in which ENEL operates and on the Group's business, results of operations and financial condition.

Any developments involving the above mentioned factors could have an adverse impact on the Group's business and operating results as well as the Group's financial condition, assets, business and results of operations.

Changes in the creditworthiness of the ENEL Group's counterparties may adversely affect the ENEL Group's business and financial condition

The ENEL Group is exposed to credit risk deriving by commercial, commodity and financial operations. Credit risk is intended as the possibility that the ENEL Group's counterparties might not be able to discharge all or part of their obligations due to an unexpected change in the creditworthiness that impacts the creditor position, in terms of insolvency or changes in its market value.

Beginning in the last few years, with the instability and uncertainty of the financial markets and the global economic crisis, average payment times for trade receivables by counterparties have increased.

In this frame, the ENEL Group's general policy calls for the application of criteria in all the main regions/countries/business lines for measuring credit exposures in order to promptly identify any deterioration in credit quality – determining any mitigation actions to implement – and to enable the monitoring and reporting of credit risk exposures at the ENEL Group level. Moreover, in most of the regions/countries/business lines the Group assesses in advance the creditworthiness of each counterparty with which it may establish its largest exposures on the basis of information supplied by independent providers and/or internal models.

In addition, for certain segments of its customer portfolio, the Group also enters into insurance contracts with leading credit insurance companies.

In spite of such risk management policies and insurance, default by one or more significant counterparties of the ENEL Group may adversely affect the ENEL Group's results of operations and financial condition.

Changes in the level of liquidity available to ENEL may adversely affect the ENEL Group's results of operations and financial condition

The ENEL Group may not be able to meet its payment commitments or otherwise it may be able to do so only on unfavourable conditions. This may materially and adversely affect the ENEL Group's results of operations and financial condition should the ENEL Group be obliged to incur extra costs to meet its financial commitments or, in the worst case scenario, threaten the ENEL Group's future as a going concern and lead to insolvency. The ENEL Group's approach to liquidity risk management is to maintain a level of liquidity which is adequate for the ENEL Group to meet its payment commitments over a specific period without resorting to additional sources of financing and to have a prudential liquidity buffer sufficient to meet unexpected cash outlays. In addition, in order to ensure the ability to meet its medium-long-term payment commitments, the ENEL Group pursues a strategy aimed at diversifying its funding sources and optimising the maturity of its debt. However, these measures may not be sufficient to cover such risk. To the extent they are not, this may adversely affect the ENEL Group's results of operations and financial condition.

If the Group is required to write down goodwill and other intangible assets, the Group's financial results would be negatively affected

The Group's balance sheet at 30 June 2018 included €32.9 billion of goodwill and other intangible assets or 20.1% of the Group's total assets. Such goodwill and other intangible assets have arisen principally in connection with the Group's acquisition of Endesa as well as other businesses, principally in South America. Goodwill is not amortized, but tested for impairment at the reporting unit level. Intangible assets are generally impaired on a straight line basis over their useful life but are also tested for impairment at least annually. Goodwill is required to be tested for impairment annually and between annual tests if events or circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. There are numerous risks that may cause the fair value of a reporting unit to fall below its carrying amount, which could lead to the measurement and recognition of goodwill impairment. These risks include, but are not limited to, adverse changes in legal factors or the business climate, an adverse action or assessment by a regulator, the loss of key personnel, a more-likely-than-not expectation that all or a significant portion of a reporting unit may be disposed of, failure to realize anticipated synergies from acquisitions, a sustained decline in market capitalization, significant negative variances between actual and expected financial results, and lowered expectations of future financial results. Should the Group be required to write down its goodwill and other intangible assets following an impairment test, the Group's results of operations in the relevant period may be materially and adversely affected.

ENEL is subject to a large variety of litigation and regulatory proceedings and cannot offer assurances regarding the outcomes of any particular proceedings

In the ordinary course of its business, the Group is subject to numerous civil (including in relation to antitrust and tax violations) and administrative proceedings, as well as criminal (including in connection with environmental violations, manslaughter and omission of accident prevention measures) and arbitral proceedings. ENEL made provisions in its consolidated financial statements for contingent liabilities related to particular proceedings in accordance with the advice of internal and external legal counsel. Such provisions amounted to €1,359 million as of 30 June 2018, compared to €931 million as of 31 December 2017 and to €734 million as of 31 December 2016. Such increase from 31 December 2016 to 30 June 2018 mainly reflected the consolidation of provisions following acquisitions.

Notwithstanding the foregoing, the Group has not recorded provisions in respect of all of the proceedings to which it is subject. In particular, it has not recorded provisions in cases in which it is not possible to quantify any negative outcome and in cases in which it currently believes that negative outcomes are not likely. There can be no assurance, therefore, that the Group will not be ordered to pay an amount of damages with respect

to a given matter for which it has not recorded an equivalent provision, or any provision at all. For further information, see “*Description of ENEL - Litigation*”

In addition, although the Group maintains internal monitoring systems (including an internal control model pursuant to Italian Legislative Decree No. 231 of 8 June 2001), it may be unable to detect or prevent certain crimes including, inter alia, bribery, corruption, environmental violations, manslaughter, violations of rules regarding health and safety in the workplace committed by its directors, officers, employees or agents, which could lead to civil, criminal and administrative liability for the Group (including in the form of pecuniary sanctions and operational bans), as well as reputational damages.

ENEL is subject to risks associated with environmental and residents’ opposition

Sustainability is an integral part of ENEL Group’s corporate strategy and the ENEL Group seeks to conduct operations across a broad range of jurisdictions and environments while safeguarding the expectations of institutions, clients, local communities, employees, technical and operating counterparties with different histories and cultures.

Nonetheless, local residents and/or associations may oppose and dispute the realization of power plants operated and/or under construction by companies belonging to the Group. The claims against the development of these projects are varied and may include environmental and noise pollution, the loss of residential property value or the related expropriation risk, additional costs to be borne by the local residents, the impact on people living on site or the disfigurement of the surrounding landscape. The occurrence of protests and oppositions, either during the planning activity or during the construction phase, may result in disruptions and long delays. These circumstances may affect the agreed timeline for the works completion and involve significant cost overruns. Moreover, widespread or prolonged protests may also cause adverse publicity and reputational harm to the Group.

Risks related to the energy industry and markets

The ENEL Group is subject to different regulatory regimes in all the countries in which it operates. These regulatory regimes are complex and their changes could potentially affect the financial results of the Group

The Group is subject to the laws of various countries and jurisdictions, including Italy, Spain and the EU, as well as the regulations of particular regulatory agencies, including, in Italy, the Authority for Electricity and Gas (*Autorità per l’Energia Elettrica, il Gas e il Sistema Idrico*) (the “**Authority**”) and, in Spain, the *Comisión Nacional de los Mercados y la Competencia* (“**CNMC**”).

These laws and regulations may change and the Group may become subject to new legislation or regulatory requirements that could have a material effect on the Group’s business, results of operations and financial condition.

Sectorial regulation affects many aspects of the Group’s business and, in many respects, determines the manner in which the Group conducts its business and sets the fees it charges or obtains for its products and services. For further details on the legislative and regulatory context in which the ENEL Group operates, see also the paragraph entitled “*Regulation*” in the “*Description of ENEL*” section below. Changes in applicable legislation and regulation, whether at a national or European level, and the manner in which they are interpreted, could negatively impact the ENEL Group’s current and future operations, its cost and revenue-earning capabilities and in general the development of its business.

Future changes in the directives, laws and regulations issued by the EU, the Italian Republic, Spain, the Authority, CNMC or governments or authorities in the other countries and/or markets in which the Group

operates could materially and adversely affect ENEL's and the Group's business prospects, financial condition and results of operations.

Risks related to the issuance and revocation of permits, concessions and administrative authorizations for the development, construction and operation of plants

The development, construction and operation of electric power production plants is subject to complex administrative procedures, which requires the procurement of numerous permits from both national and local relevant authorities.

Procedures for obtaining authorizations vary by country and requests may be rejected by the relevant authorities for various reasons or approved with delays which may be significant. The process of obtaining permits can be further delayed or hindered by changes in national or other legislation or regulation or by opposition from communities in the areas affected by a project.

Any failure or delay to obtain permits, concessions and/or necessary authorizations with regard to plants being built, and any revocation, cancellation or non-renewal of permits and/or authorizations in relation to existing plants, and objections by third parties to the issuance of these permits, concessions and authorization may lead the Group to modify or reduce its development objectives in certain areas or technologies, and may have material adverse effects on the Group's business, financial condition and results of operations.

The Group is vulnerable to any severe slowdown in power demand as a consequence of industrial sector weaknesses or potential energy intensity

The environment in which the Group currently operates is marked by the weakness of macroeconomic conditions worldwide, including low levels of consumption and industrial production.

Electricity and gas consumption are strongly affected by the level of economic activity in a given country.

According to Terna, the Italian transmission system operator, electricity demand in Italy is increased by 2 per cent. during 2017 in comparison to 2016. In mainland Spain, the demand for electricity increased by 1 per cent. during 2017 in comparison to 2016. However, in prior periods, demand for electricity decreased in those same regions.

The crises in the banking system and financial markets in recent years, together with other factors, have resulted in economic recessions in many of the countries where the Group operates, such as Italy, Spain, Russia, other countries in the EU and the United States. If these economies fail to recover for a significant period of time, or worsen, energy consumption may decrease or continue to decrease in such markets, and this could result in a material adverse effect on the business prospects, results of operations and financial condition of ENEL and the Group.

The Group faces risks relating to the process of energy market liberalisation, which continues to unfold in many of the markets in which the Group operates. The Group may face new competition in the markets in which it operates, also due to the evolution of the energy sector

The energy markets in which the ENEL Group operates are undergoing a process of gradual liberalisation, which is being implemented through different approaches and on different timetables in the various countries in which the ENEL Group operates. As a result of the process of liberalisation, new competitors have entered and may in the future continue to enter many of the ENEL Group's markets. It cannot be excluded that the process of liberalisation in the markets in which the ENEL Group operates might continue in the future and, therefore, the ENEL Group's ability to develop its businesses and improve its financial results may be affected by such new competition. In particular, competition in Italy is increasing particularly in the electricity business, in which ENEL competes with other producers and traders within Italy and from outside of Italy who sell electricity in the Italian market to industrial, commercial and residential clients. This could have an

impact on the prices paid or received in ENEL's electricity production and trading activities. The ENEL Group may moreover be unable to offset the financial effects of decreases in production and sales of electricity through efficiency improvements, or expansion into new business areas or markets. Moreover, since the energy market is in continuous evolution, the ENEL Group may also face risks related to the technological progress in the sector, such as: (i) the entry in the market of new production processes and innovative products, aimed at replacing the traditional technologies; (ii) the relationship between the costs of technologies and their components; and (iii) a more stringent regulatory framework demanding that market operators adopt technologies necessary to comply with the applicable laws.

Furthermore, as a result of such rapid evolution of the energy sector, new entrants seeking to gain market share by introducing new technology and new products could create increased pricing pressure, in turn reducing profit margins, slowing the pace of any sales increases, increasing marketing expenses or reducing market share, any of which may significantly affect the Group's operating results and financial condition.

Although the ENEL Group has sought to face the challenge of liberalisation and market evolution by increasing its presence and client base in free (non-regulated) areas of the energy markets in which it competes and by focusing on technological progress and research of business innovation of strategic importance, it may not be successful in doing so.

The Group faces significant costs associated with environmental laws and regulation and may be exposed to significant environmental liabilities

The ENEL Group's businesses are subject to extensive environmental regulation on a national, European, and international scale. Applicable environmental regulations address, among other things, carbon dioxide ("CO₂") emissions, water pollution, the disposal of substances deriving from energy production (including as a result of the decommissioning of nuclear plants), and atmospheric contaminants such as sulphur dioxide ("SO₂"), nitrogen oxides ("NO_x") and particulate matter, among other things.

The ENEL Group incurs significant costs to keep its plants and businesses in compliance with the requirements imposed by various environmental and related laws and regulations. Such regulations require the ENEL Group to adopt preventative or remedial measures and influence the ENEL Group's business decisions and strategy. Failure to comply with environmental requirements in the countries where the ENEL Group operates may lead to fines, litigation, loss of licences, permits and authorisations and, in general, to temporary or permanent curtailment of operations. For instance, Law No. 68/2015 has introduced a number of new criminal offences related to environmental liabilities (so called "*ecoreati*") – in particular the environmental pollution, environmental damage, trade and dereliction of radioactive material, criminal conspiracy aiming to carry out an "*ecoreato*" (art. 452-*octies* of the Italian Criminal Code) – implying new liabilities and, therefore, additional potential expenses, for companies subject to the environmental regulation such as entities belonging to the ENEL Group.

In light of the current public focus on environmental matters, it is not possible to exclude the possibility that more rigorous environmental rules may be introduced at the Italian, Spanish or European level or that more rigorous measures may be introduced in other countries where the Group operates, which could increase costs or cause the Group to face environmental liabilities. Such environmental liabilities could increase costs, including clean-up costs, for the Group. ENEL is not able to foresee the nature or the potential effects of future regulations on its results of operations. Due to tariff regulations and market competition in Italy and other countries in which the Group operates, increases in costs that the Group incurs for environmental protection may not be fully offset by the increases in ENEL's prices. As a result, new environmental regulation could have a material adverse effect on the Group's business prospects, results of operations and financial condition.

Legislation and other regulation concerning CO₂ emissions is one of the key factors affecting the ENEL Group's operations, and is also one of the greatest challenges the ENEL Group faces in safeguarding the environment. With respect to the control of CO₂ emissions, EU legislation governing the CO₂ emissions trading scheme imposes costs for the electricity industry, which could rise substantially in the future. In this context, the instability of the emission allowance market accentuates the difficulties of managing and monitoring the situation. The ENEL Group monitors the development and implementation on EU and Italian legislation, diversifies its generation mix towards the use of low-carbon technologies and resources with a focus on renewables and nuclear power, develops strategies to acquire allowances at competitive prices and enhances the environmental performances of its generation plants, increasing their energy efficiency. However, these measures and strategies undertaken by the ENEL Group to mitigate risks associated with CO₂ regulation and to reduce its CO₂ emissions may be ineffective or insufficient, which could have a material adverse effect on the business prospects, results of operations and the financial condition of ENEL and the ENEL Group. See "*Description of ENEL - Regulation*" for more information about CO₂-related regulations.

In addition, the current U.S. administration has taken a number of steps that eliminate or reduce various clean energy programs, industries and initiatives, such as the decision to repeal or replace the Clean Power Plan and the announcement of the United States' withdrawal from the Paris Agreement on climate change, designed to curtail global warming. If the United States take further steps to eliminate or further reduce, repeal or eliminate other existing programs, incentive legislation and regulations supporting renewable energies, such actions may result in a decrease in demand for renewable energies in the United States and other geographical markets and materially harm ENEL's business, financial condition and results of operations.

The Group is also subject to numerous EU, international, national, regional and local laws and regulations regarding the impact of its operations on the health and safety of employees, contractors, communities and properties. Breaches of health and safety laws expose the Group's employees to criminal and civil liability and the Group to the risk of liabilities associated with compensation for health or safety damage, as well as damage to its reputation.

The Group relies on time-limited government concessions in order to conduct many of its business activities

ENEL Group companies are concession-holders in Italy for the management of the ENEL Group's electricity distribution networks and hydroelectric power stations. The ENEL Group's hydroelectric power stations in Italy are managed under administrative concessions that are set to expire in 2029 and the distribution network in Italy is managed under administrative concessions that will expire in 2030.

Endesa's hydroelectric power stations in Spain also operate under administrative concessions, which are set to expire at different dates from 2019 to 2067.

Any of the ENEL Group's concessions, including concessions not specifically described above, may not be renewed after they expire or may be renewed on economic terms that are more burdensome for the ENEL Group. In either case, the ENEL Group could experience material and adverse effects upon its business prospects, results of operations and financial condition.

The Group faces risks relating to interruptions in service at its facilities

The ENEL Group is continuously exposed to the risk of malfunctions and/or interruptions in service resulting from events outside of the ENEL Group's control, including accidents, natural disasters (including earthquakes, severe storms and major unfavourable weather conditions) defects or failures in machinery or control systems or components of them. It is also subject to the risk of casualties or other similar extraordinary events. Any such events could result in economic losses, cost increases, or the necessity to revise the ENEL Group's investment plans. Additionally, service interruptions, malfunctions or casualties or

other significant events could result in the ENEL Group being exposed to litigation, which could generate obligations to pay damages. Although the ENEL Group has insurance coverage, such coverage may prove insufficient to fully offset the cost of paying such damages. Therefore, the occurrence of one or more of the events described above, or other similar events, could have a material adverse effect on the business prospects, results of operations and financial condition of ENEL.

The Group faces risks related to the potential liabilities resulting from energy production through nuclear power plants

The ENEL Group is in the business of nuclear power generation as a result of the ENEL Group's interests in Endesa and the on-going procedure for future decommissioning related to Slovenské elektrárne ("SE").

Although ENEL believes that Endesa's and SE's nuclear power plants use technologies that are internationally recognised and that they are managed according to international standards, ownership and operation of nuclear power plants nonetheless exposes the ENEL Group to a series of inherent risks, including those relating to the manipulation, treatment, disposal and storage of radioactive substances and the potential adverse effects thereof on the environment and human health.

Under current Spanish law, the Group may incur liabilities of up to €700 million for any nuclear damages caused during the storage, transformation, management, use or transportation of nuclear substances, regardless of the existence of wilful misconduct or negligence. In addition, in 2011 Spain adopted amendments to the relevant law increasing such liability to €1,200 million; such amendments have not yet entered into force pending a ratification process under related EU legislation.

Any nuclear accident or other harmful incident (including resulting from terrorist attacks) could have a material adverse effect on the business prospects, results of operations and financial condition of ENEL and the ENEL Group.

Potential risks also arise in relation to the decommissioning of nuclear power plants. The Slovakian government has established a fund to finance the present and future costs associated with the decommissioning of nuclear reactors. The deficit of this fund has not been definitively quantified, and the ENEL Group could potentially face future costs relating to decommissioning work at Bohunice or Mochovce, in addition to the amounts that it is already required to contribute to the aforementioned fund (equal to €13,428.26 per installed MW, per year, plus 5.95 per cent. of the revenues derived from SE's nuclear generation plants). Following the disposal of part of its interest in SE in July 2016, ENEL owns indirectly a 33 per cent. interest in SE and accounts for such investment pursuant to the equity method.

The Group is exposed to the risk related to the fluctuations of fuel, other commodities and electricity prices, and disruptions in their supply

In the ordinary course of business, the ENEL Group is exposed to adverse price fluctuations of commodities and disruptions in their supply based on events outside ENEL's control. The more relevant risks are related to increases in the purchase prices of electricity, fuel and other commodities. The Group is also exposed to the risk of decreases in the sale prices of electricity and gas in the countries where it operates.

The ENEL Group adopted risk management policies providing principles for the hedging of price risk in line with limits and targets assigned by the top management. Hedging activities typically entail the use of derivative instruments aiming at reducing the risk. Nevertheless, the Group has not eliminated its exposures to these risks and, in addition, hedging contracts for the price of electricity, gas and other commodities are available in the market only for limited forward periods, hence not protecting against adverse price movements in the medium-long term. Consequently, significant variations in fuel, other commodities and electricity prices, and any relevant interruption in supplies, could have a material adverse effect on the business prospects, results of operations and financial condition of ENEL.

As regards electricity sold, the Group mainly uses fixed-price agreements in the form of bilateral physical contracts (PPAs) and financial contracts (e.g. contracts for difference, in which differences are paid to the counterparty, if the market price exceeds the strike price, or to the Group, in the opposite case). The residual exposure related to the uncontracted volume of electricity to be sold is aggregated by homogeneous risk factors and managed by means of hedging transactions on the energy market. Nevertheless, sales agreements and hedging strategies may be ineffective, and significant changes in electricity prices could adversely affect the business prospects, results of operations and financial condition of ENEL.

The ENEL Group is exposed to a number of different tax uncertainties, which would have an impact on its tax expenses

The ENEL Group is required to pay taxes in multiple jurisdictions. The ENEL Group determines the taxes it is required to pay, based on its interpretation of the applicable tax laws and regulations in the jurisdictions in which it operates. The ENEL Group may be subject to unfavourable changes in the applicable tax laws and regulations, or in the interpretation by the competent tax authorities. The financial position of the ENEL Group and its ability to service the obligations under its indebtedness, including the Notes, may be adversely affected by new laws or changes in the interpretation of existing tax laws.

The ENEL Group faces risks relating to the variability of weather and seasonality and, in general, climate change

Electricity and natural gas consumption levels change significantly as a result of climatic changes. Changes in weather conditions can result in significant changes in energy demand and the ENEL Group's sales mix, ultimately impacting turnover and performance of the ENEL Group. More specifically, in warmer periods of the year, gas sales decline, while during periods in which factories are closed for holidays, electricity sales decline. In addition, weather changes (for example, low wind or rain levels) affect the ENEL Group's production from certain renewable resources. In particular, ENEL's electric power generation involves hydroelectric generation and, accordingly, ENEL is dependent upon hydrological conditions prevailing from time to time in the geographic regions where the relevant hydroelectric generation facilities are located. Hydroelectric generation performance is particularly high during the winter and early spring given the more favourable seasonable weather conditions. If hydrological conditions result in droughts or other conditions that negatively affect ENEL's hydroelectric generation business, ENEL's results of operations could be materially adversely affected. Also, adverse weather conditions can affect the regular delivery of energy due to power plants and result in networks damage and the consequent service disruption.

Furthermore, the regulatory and legislative changes associated with the initiatives taken on a global level against the climate changes, as well as socio-economic transformations related to climate-changes, may also have an impact on the ENEL Group's operations.

Although the Group adopts initiatives to monitor, assess and quantify the impacts of climate changes and the variability of weather and seasonality on the Group operations, significant changes of such nature could adversely affect the business prospects, results of operations and financial condition of ENEL.

The Group is exposed to extreme weather events and natural disasters in the current climate scenario

The Group is exposed to the risk of damage to assets and infrastructures caused by extreme weather events or natural disasters and, consequentially, to the risk of prolonged unavailability of these assets. Although the Group adopts sophisticated monitoring and mitigation measures consistent with internationally recognized Environmental Management Systems (EMS), the occurrence of one or more of the events described above or other similar events could result in a material adverse effect on the business prospects, results of operations and financial condition of ENEL.

The Group is exposed to disruptions in its information technology and cyber attacks.

The Group depends on its information technology and data processing systems for the efficient operation of its business, including the management of relationships with customers and other parties, and a significant malfunction or disruption in the operation of its systems could disrupt the Group's business and adversely impact its ability to compete. The Group also uses a significant number of systems and other technologies supplied by third parties. Such systems are susceptible to malfunctions and interruptions due to equipment damage, power outages, and a range of other hardware, software and network problems. Breakdowns and interruptions in the IT systems could jeopardize the Group's operations, causing errors in the execution of transactions, inefficient processes, loss of customers, production breakdowns and other business interruptions.

In addition to supporting its operations, the Group uses its information systems to collect and store confidential and sensitive data, including information about its business, clients and employees. As the Group's technology continues to evolve, it is anticipated that the Group will collect and store even more data in the future, and that its systems will increasingly use remote communication features that are sensitive to both willful and unintentional security breaches. In the event of a breach in security that allows third parties access to this personal information, the Group is subject to a variety of ever-changing laws on a global basis that require the Group to provide notification to the data owners, and that subject the Group to lawsuits, fines and other means of regulatory enforcement.

The organizational complexity of the Group exposes the Group's assets to the risk of cyber-attacks, or threats of intentional disruption, which are increasing in terms of sophistication and frequency, with the consequence that such cyber incidents may remain undetected for long periods of time. Although the Group has adopted a model for managing these risks and, in particular, has adopted a "Cyber Security Framework" to guide and manage cyber security activities, which provides for the involvement of the relevant business areas, compliance with legal requirements and recommendations, the use of the best available technologies, ENEL may be subject to cyber-attacks and other security threats to its IT systems. In such circumstances, the Group could be unable to continue to conduct its business in an effective manner, or to prevent or respond promptly and adequately or to mitigate the adverse effects of breakdowns or interruptions in its IT infrastructure, with possible adverse effects on its reputation, financial condition, assets, business and results of operations.

Risks Relating to ENEL's Ordinary Shares

ENEL is controlled by the Italian Ministry of the Economy and Finance (the "MEF"), which has significant influence over ENEL's actions

As of the date of this Base Prospectus, ENEL is controlled by the MEF – pursuant to Article 2359, first paragraph, no. 2) of the Italian Civil Code, as recalled by Article 93 of the Financial Services Act – which holds a 23.585 per cent. direct stake in ENEL's ordinary shares.

As long as the MEF remains ENEL's principal shareholder, it can exercise significant influence in matters requiring shareholder approval. More importantly, the MEF's vote, when exercised, has been to date decisive in appointing the majority of the directors of ENEL, in accordance with the slate-based voting mechanism set forth in Article 14 of ENEL's articles of association. As a result, other shareholders' ability to influence decisions on matters submitted to a vote of ENEL's shareholders may be limited. However, the MEF is not involved in managing and coordinating the Company, and the Company makes its management decisions on a fully independent basis in accordance with the structure of duties and responsibilities assigned to its corporate bodies.

Factors which are material for the purpose of assessing the market risks associated with Notes Issued under the Programme

Risks Related to the Structure of a Particular Issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features (which however are not intended to be an exhaustive description):

Notes subject to optional redemption by the Issuer

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

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

In addition, with respect to the Clean-up Call Option (Condition 7(e)), there is no obligation on the Issuer to inform investors if and when 80 per cent. or more of original aggregate principal amount of the relevant Tranche of Notes has been redeemed or is about to be redeemed, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the Clean-up Call Option the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

Fixed/Floating Rate Notes

Certain Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the relevant Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on such Fixed/Floating Rate Notes may be less favourable than the prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the relevant Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

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

Reform of LIBOR and EURIBOR and other interest rate index and equity, commodity and foreign exchange rate index “benchmarks”

The London Interbank Offered Rate (“LIBOR”), the Euro Interbank Offered Rate (“EURIBOR”) and other indices which are deemed “benchmarks” (“Benchmarks”) are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the

past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a Benchmark.

Key international reforms of Benchmarks include the International Organization of Securities Commission's ("IOSCO") proposed Principles for Financial Market Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the EU's Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as Benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**").

The IOSCO Benchmark Principles aim to create an overarching framework of principles for Benchmarks to be used in financial markets, specifically covering governance and accountability, as well as the quality and transparency of Benchmark design and methodologies. A review published in February 2015 on the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that, as the Benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future, but that it is too early to determine what those steps should be. The review noted that there has been a significant market reaction to the publication of the IOSCO Benchmark Principles, and widespread efforts being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed.

On 17 May 2016, the Council of the European Union adopted the Benchmarks Regulation. The Benchmarks Regulation was published in the Official Journal of the EU on 29 June 2016 and entered into force on 30 June 2016. Subject to various transitional provisions, the Benchmarks Regulation has applied since 1 January 2018, except that the regime for "critical" Benchmarks has applied from 30 June 2016 and certain amendments to Regulation (EU) No 596/2014 (the Market Abuse Regulation) have applied from 3 July 2016. The Benchmarks Regulation applies to "contributors", "administrators" and "users of" Benchmarks in the EU, and, among other things, (i) requires Benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regulatory regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of "benchmarks" and (ii) bans the use of Benchmarks of unauthorised administrators. The scope of the Benchmarks Regulation is wide and, in addition to so-called "critical benchmark" indices such as LIBOR and EURIBOR, could also potentially apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in listed financial instruments (including listed Notes), financial contracts and investment funds.

The Benchmarks Regulation could also have a material impact on any listed Notes linked to a Benchmark index, including in any of the following circumstances:

- (i) an index which is a Benchmark could not be used as such if its administrator does not obtain appropriate EU authorisations or is based in a non-EU jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular Benchmark and the applicable terms of the Notes, the Notes could be delisted (if listed), adjusted, redeemed or otherwise impacted; or
- (ii) the methodology or other terms of the Benchmark related to a series of Notes could be changed in order to comply with the terms of the Benchmarks Regulation, and such changes could have the effect of reducing or increasing the rate or level of the Benchmark or of affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes, including Calculation Agent determination of the rate or level in its discretion.

Any of the international, national or other reforms (or proposals for reform), the discontinuation of or the general increased regulatory scrutiny of Benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or

requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. The disappearance of a Benchmark or changes in the manner of administration of a Benchmark could result in adjustment to the terms and conditions, early redemption, discretionary valuation by the Calculation Agent, delisting (if listed) or other consequence in relation to Notes linked to such Benchmark. Any such consequence could have a material adverse effect on the value of and return on any such Notes.

Floating Rate Notes

Reference rates and indices, including interest rate Benchmarks, such as LIBOR or EURIBOR, which are used to determine the amounts payable under financial instruments or the value of such financial instruments, have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued, or Benchmarks to be eliminated entirely, or other consequences which cannot be predicted. For example, on 12 July 2018, the UK Financial Conduct Authority (the “FCA”) announced that the LIBOR benchmark might cease to be a regulated benchmark under the Benchmark Regulation (the “FCA Announcement”). The FCA Announcement indicated that steps are being taken to transition from the LIBOR benchmark to alternative interest rate benchmarks following the FCA’s announcement on 27 July 2017 that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021. The potential elimination of the LIBOR benchmark or any other Benchmark, or changes in the manner of administration of any Benchmark, could require or result in an adjustment to the interest provisions of the Conditions, or result in other consequences, in respect of any Notes linked to such Benchmark (including but not limited to Floating Rate Notes whose interest rates are linked to LIBOR which may, depending on the manner in which the LIBOR benchmark is to be determined under the terms and conditions, result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR was available). Amendments to the Conditions and/or relevant fall-back provisions may be required to reflect such discontinuance and there can be no assurance that any such amendments will fully or effectively mitigate all future relevant interest rate risks. Any change in the performance of a Benchmark or its discontinuation, could have a material adverse effect on any Notes referencing or linked to such Benchmark.

Where Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes is to be determined, the Conditions provide that the Rate of Interest shall be determined by reference to the Relevant Screen Page (or its successor or replacement). In circumstances where such Original Reference Rate is discontinued, neither the Relevant Screen Page, nor any successor or replacement may be available.

Where the Relevant Screen Page is not available, and no successor or replacement for the Relevant Screen Page is available, the Conditions provide for the Rate of Interest to be determined by the Calculation Agent by reference to quotations from banks communicated to the Calculation Agent.

Where such quotations are not available (as may be the case if the relevant banks are not submitting rates for the determination of such Original Reference Rate), the Rate of Interest may ultimately revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before the Original Reference Rate was discontinued. Uncertainty as to the continuation of the Original Reference Rate, the availability of quotes from reference banks, and the rate that would be applicable if the Original Reference Rate is discontinued may adversely affect the value of, and return on, the Floating Rate Notes.

If a Benchmark Event (as defined in Condition 5A) (which, amongst other events, includes the permanent discontinuation of an Original Reference Rate) occurs, the Issuer shall use its reasonable endeavours to

appoint and consult with an Independent Adviser. The Independent Adviser shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer and shall endeavour to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Rate of Interest will result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Conditions also provide that an Adjustment Spread may be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate. The aim of the Adjustment Spread is to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate. However, it may not be possible to determine or apply an Adjustment Spread and even if an Adjustment Spread is applied, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to Noteholders and Couponholders. If no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest. The use of any Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) will still result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if any Successor Rate, Alternative Rate or Adjustment Spread is determined by the Independent Adviser, the Conditions provide that the Issuers shall vary the Conditions, if determined by the Independent Adviser, to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, without any requirement for consent or approval of the Noteholders.

An Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the terms and conditions of the Notes

Where an Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable, to determine a Successor Rate or Alternative Rate before the next Interest Determination Date, the Rate of Interest for the next succeeding Interest Period will be the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event or, where the Benchmark Event occurs before the first Interest Determination Date, the Rate of Interest will be the initial Rate of Interest.

Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event will result in Notes linked to or referencing the relevant Benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant Benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

If an Issuer is unable to appoint an Independent Adviser or, the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Notes, the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the Floating Rate Notes, in effect, becoming fixed rate Notes.

Where ISDA Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes is to be determined, the Conditions provide that the Rate of Interest in respect of the Notes shall be determined by reference to the relevant Floating Rate Option in the 2006 ISDA Definitions. Where the Floating Rate Option specified is an "IBOR" Floating Rate Option, the Rate of Interest may be determined by

reference to the relevant screen rate or the rate determined on the basis of quotations from certain banks. If the relevant IBOR is permanently discontinued and the relevant screen rate or quotations from banks (as applicable) are not available, the operation of these provisions may lead to uncertainty as to the Rate of Interest that would be applicable, and may, adversely affect the value of, and return on, the Floating Rate Notes.

Risks related to Notes generally

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

Modification, waivers and substitution

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

The conditions of the Notes provide that ENEL N.V. may, at any time, without the consent of the Noteholders or the Couponholders (each as defined below), substitute for itself as principal debtor under the Notes and the Coupons (each as defined below) either ENEL as Issuer or any of ENEL's Subsidiaries, in the circumstances described in Conditions 16(a) and 16(c) of the conditions of the Notes.

The conditions of the Notes also provide that, where ENEL is the Issuer, ENEL may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and Coupons any of ENEL's Subsidiaries, in the circumstances described in Condition 16(b) of the Notes.

In either case, the relevant Subsidiary, failing which, ENEL shall indemnify the Noteholders against any adverse tax consequences of such substitution, as described in Conditions 16(a)(i), 16(b)(i) and 16 (c)(i) of the Conditions of the Notes, except that neither ENEL nor the relevant Subsidiary shall be liable under such indemnity to pay any additional amounts either on account of "*imposta sostitutiva*" or on account of any other withholding or deduction in the event of payment of interest or other amounts paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information.

Taxation

The tax regime in Italy, in The Netherlands and in any other relevant jurisdiction (including, without limitation, the jurisdiction in which each Noteholder is resident for tax purposes) may be relevant to the acquiring, holding and disposing of Notes and the receiving of payments of interest, principal and/or other income under the Notes. Prospective investors in the Notes should consult their own tax advisers as to which countries' tax laws could be relevant and the consequences of such actions under the tax laws of those countries.

Change of law

The conditions of the Notes are based on English law in effect as at the date of this Base Prospectus, save that provisions related to the convening of meetings of holders of Notes issued by ENEL and the appointment of a Noteholders' Representative in respect of any Series of Notes issued by ENEL are subject to compliance with mandatory provisions of Italian law. No assurance can be given as to the impact of any possible judicial decision or change to English law and/or Italian law (as the case may be) or administrative practice after the date of this Base Prospectus.

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

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg. While the Notes are represented by one or more Global Notes, the Issuers will discharge their payment obligations under the Notes by making payments to the common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuers have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes. Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

Delisting of the Notes

Application may be made for Notes issued under the Programme to be listed on the official list of Euronext Dublin and admitted to trading on the regulated market of Euronext Dublin and Notes issued under the Programme may also be admitted to trading, listing and/or quotation by any other listing authority, stock exchange or quotation system, including the Luxembourg Stock Exchange (each, a “listing”), as specified in the relevant Final Terms. Such Notes may subsequently be delisted despite the best efforts of the relevant Issuer to maintain such listing and, although no assurance is made as to the liquidity of the Notes as a result of listing, any delisting of the Notes may have a material effect on a Noteholder’s ability to resell the Notes on the secondary market.

Notes where denominations involve integral multiples: definitive Notes

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

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

Potential conflicts with the Calculation Agent

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

Risks related to the market generally

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

The secondary market generally

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

Exchange rate risks and exchange controls

The relevant Issuer will pay principal and interest on the Notes and, if relevant, the Guarantor will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the investor's currency-equivalent yield on the Notes, (2) the investor's currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

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

Interest rate risks

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

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Notwithstanding the above, any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

Tranches of Notes issued under the Programme may be rated or unrated. Where a tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) assigned to ENEL at the date of this Base Prospectus or to other Notes issued under the Programme.

Notes issued, if any, as "Green Bonds" may not be a suitable investment for all investors seeking exposure to green assets

In connection with the issue of "Green Bonds" under the Programme, the relevant Issuer or the Guarantor may request a sustainability rating agency or sustainability consulting firm to issue a second-party opinion confirming that the Eligible Green Projects (as defined under "*Use of Proceeds*" below) have been defined in accordance with the broad categorisation of eligibility for green projects set out by the International Capital Market Association (ICMA) Green Bond Principles (GBP) and/or a second-party opinion regarding the

suitability of the Notes as an investment in connection with certain environmental and sustainability project (any such second-party opinion, a “**Second-party Opinion**”). A Second-party Opinion may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Notes or the projects financed or refinanced toward an amount corresponding the net proceeds of the relevant issue of Notes in the form of “Green Bonds”. A Second-party Opinion would not constitute a recommendation to buy, sell or hold securities and would only be current as of the date it is released. In addition, although ENEL and ENEL N.V. may agree at the time of issue of any Green Bonds to certain reporting and use of proceeds (including in the case of certain divestments described under “*Use of Proceeds*”) it would not be an event of default under the Notes if ENEL or ENEL N.V. were to fail to comply with such obligations. A withdrawal of the Second-party Opinion may affect the value of such Notes and/or may have consequences for certain investors with portfolio mandates to invest in green assets.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the Central Bank and Euronext Dublin shall be incorporated in, and form part of, this Base Prospectus:

- (a) the translation into English of the independent auditors' report and of the audited consolidated financial statements of ENEL for the financial year ended 31 December 2016 (contained in ENEL's Annual Report 2016);
- (b) the translation into English of the independent auditors' report and of the audited consolidated financial statements of ENEL for the financial year ended 31 December 2017 (contained in ENEL's Annual Report 2017) ("**2017 Audited Consolidated Financial Statements**");
- (c) the translation into English of the independent auditors' review report and of the unaudited condensed interim consolidated financial statements of ENEL for the six month period ended 30 June 2018 ("**Half-Year Report as of 30 June 2018**");
- (d) the translation into English of the unaudited condensed consolidated interim financial report of ENEL as at and for the nine months ended 30 September 2018;
- (e) the independent auditors' report and audited financial statements of ENEL N.V. for the financial year ended 31 December 2016;
- (f) the independent auditors' report and audited financial statements of ENEL N.V. for the financial year ended 31 December 2017; and
- (g) the unaudited interim condensed financial statements of ENEL N.V. for the six month period ended 30 June 2018.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuers and approved by the Central Bank in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The Issuers and the Guarantor will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the registered office of each of the Issuers and from the specified offices of the Paying Agents for the time being in London (being The Bank of New York Mellon, London Branch, One Canada Square, London E14 5AL, United Kingdom) and Ireland (being Deutsche International Corporate Services (Ireland) Limited, Pinnacle 2, Eastpoint Business Park, Dublin 3, Ireland).

In addition,

- The translation into English of the independent auditors' report and of the audited consolidated financial statements of ENEL for the financial year ended 31 December 2016 can be found on ENEL's website at: https://www.enel.com/content/dam/enel-com/governance_pdf/reports/annual-financial-report/2016/Annual_Report_2016.pdf;

- The translation into English of the independent auditors’ report and of the audited consolidated financial statements of ENEL for the financial year ended 31 December 2017 can be found on ENEL’s website at: https://www.enel.com/content/dam/enel-com/governance_pdf/reports/annual-financial-report/2017/annual-report-2017.pdf;
- The translation into English of the independent auditors’ review report and of the unaudited condensed interim consolidated financial statements of ENEL for the six month period ended 30 June 2018 can be found on ENEL’s website at: https://www.enel.com/content/dam/enel-com/governance_pdf/reports/interim-financial-reports/2018/review-report-on-the-condensed-interim-consolidated-financial-statements_30june2018.pdf and https://www.enel.com/content/dam/enel-com/governance_pdf/reports/interim-financial-reports/2018/half-year-financial-report_30june2018.pdf;
- The translation into English of the unaudited condensed consolidated interim financial report of ENEL as at and for the nine months ended 30 September 2018 can be found on ENEL’s website at: https://www.enel.com/content/dam/enel-com/governance_pdf/reports/interim-financial-reports/2018/interim-financial-report-at-september-30_2018.pdf;
- The independent auditors’ report and audited financial statements of ENEL N.V. for the financial year ended 31 December 2016 can be found on ENEL’s website at: https://www.enel.com/content/dam/enel-com/governance_pdf/reports/annual-financial-report/2016/FS_12m2016_final.pdf;
- The independent auditors’ report and audited financial statements of ENEL N.V. for the financial year ended 31 December 2017 can be found on ENEL’s website at: https://www.enel.com/content/dam/enel-com/governance_pdf/reports/annual-financial-report/2017/Annual-Report-2017-EFI-NV.pdf; and
- The unaudited interim financial report of ENEL N.V. for the six months period ended 30 June 2018 can be found on ENEL’s website at: https://www.enel.com/content/dam/enel-com/governance_pdf/reports/interim-financial-reports/2018/enel-finance-international-nv-interim-condensed-financial-statements_30June2018.pdf.

The following information from ENEL’s annual reports is incorporated by reference, and the following cross-reference lists are provided to enable investors to identify specific items of information so incorporated. Any information contained in any of the documents specified herein which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus (in line with Article 28(4) of Commission Regulation (EC) No. 809/2004 implementing the Prospectus Directive):

Document	Information incorporated	Location
ENEL’s audited consolidated annual financial statements for the financial year ended 31 December 2016	Financial information concerning ENEL Group’s assets and liabilities, financial position and profits and losses, significant events and summary of the regulatory framework in which ENEL Group operates:	
	Significant events in 2016	pp. 89-100
	Sub-section “Regulatory and rate issues” of section “Reference	pp. 112-136

	scenario”	
	Consolidated Income Statement	p. 168
	Statement of consolidated comprehensive Income	p. 169
	Consolidated Balance Sheet	pp. 170-171
	Statement of Changes in Consolidated Shareholders’ Equity	pp. 172-173
	Consolidated Statement of Cash Flows	pp. 174
	Notes to the Financial Statements	pp. 175-311
	Report of the Independent Auditors	pp. 394-401
ENEL’s audited consolidated annual financial statements for the financial year ended 31 December 2017	Financial information concerning ENEL Group’s assets and liabilities, financial position and profits and losses, significant events and summary of the regulatory framework in which ENEL Group operates:	
	Significant events in 2017	pp. 91-107
	Sub-section “Regulatory and rate issues” of section “Reference scenario”	pp. 120-142
	Consolidated Income Statement	p. 176
	Statement of consolidated comprehensive income	p. 177
	Consolidated Balance Sheet	pp. 178-179
	Statement of changes in consolidated shareholders’ equity	pp. 180-181
	Consolidated Statement of Cash Flows	p. 182
	Notes to the Consolidated Financial Statements	pp. 183-321
	Report of the Independent Auditors	pp. 410-424
ENEL’s unaudited condensed interim consolidated financial statements for the six month period ended 30 June 2018	Financial information concerning ENEL Group’s assets and liabilities, financial position and profits and losses, significant events and summary of the regulatory framework in which ENEL Group operates:	

	Significant events in the 1st half of 2018	pp. 65-72
	Sub-section “Regulatory and rate issues” of section “Reference scenario”	pp. 81-93
	Consolidated Income Statement	p. 104
	Statement of Consolidated Comprehensive Income	p. 105
	Consolidated Balance Sheet	pp. 106-107
	Statement of Changes in Consolidated Shareholders’ Equity	p. 108
	Consolidated Statement of Cash Flows	p. 109
	Explanatory Notes	pp. 110-167
Independent auditors’ review report on the ENEL’s unaudited condensed interim consolidated financial statements for the six month period ended 30 June 2018	Review report of the Independent Auditors	pp. 1-2
ENEL’s unaudited condensed consolidated interim financial report of ENEL as at and for the nine months ended 30 September 2018	Financial information concerning ENEL Group’s assets and liabilities, financial position and profits and losses, significant events and summary of the regulatory framework in which ENEL Group operates:	
	Summary of results	pp. 9-22
	Results by business area	pp. 23-60
	Analysis of the Group’s financial position	p. 61
	Analysis of the Group’s financial structure	pp. 62-64
	Significant events in the third quarter of 2018	pp. 65-70
	Reference scenario	pp. 71-78
	Condensed Consolidated Income Statement	p. 81
	Statement of Consolidated Comprehensive Income	p. 82
	Condensed Consolidated Balance Sheet	p. 83
	Statement of Changes in Consolidated Shareholders’ Equity	p. 84

	Condensed Consolidated Statement of Cash Flows	p. 85
	Notes to the condensed consolidated financial statements	pp. 86-114
	Other information	pp. 115-125
ENEL N.V.'s audited annual financial statements for the financial year ended 31 December 2016	Financial information concerning ENEL N.V.'s assets and liabilities, financial position and profit and losses:	
	Statement of comprehensive income	p. 19
	Statement of financial position	p. 20
	Statement of changes in equity	p. 21
	Statement of cashflows	p. 22
	Notes to the Financial Statements	pp. 23-56
	Independent auditor's report	pp. 58-63
ENEL N.V.'s audited annual financial statements for the financial year ended 31 December 2017	Financial information concerning ENEL N.V.'s assets and liabilities, financial position and profit and losses:	
	Statement of comprehensive income	p. 16
	Statement of financial position	p. 17
	Statement of changes in equity	p. 18
	Statement of cashflows	p. 19
	Notes to the Financial Statements	pp. 20-54
	Independent auditor's report	pp. 56-61
ENEL N.V.'s unaudited interim financial report for the six month period ended 30 June 2018	Financial information concerning ENEL N.V.'s assets and liabilities, financial position and profits and losses:	
	Statement of comprehensive income	p. 12
	Statement of financial position	p. 13
	Statement of changes in equity	p. 14
	Statement of cash flows	p. 15
	Notes to the financial statements	pp. 16-35

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The relevant Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event a Drawdown Prospectus (as defined above) will be published or such Notes shall not be listed.

This Overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No. 809/2004 implementing the Prospectus Directive.

Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” below shall have the same meanings in this overview.

Issuers	ENEL — Società per Azioni (“ENEL”) ENEL FINANCE INTERNATIONAL N.V. (“ENEL N.V.”)
Issuers’ Legal Entity Identifiers (LEI)	The Legal Entity Identifier (LEI) of ENEL is WOCMU6HCI0JWNPRZS33 and the Legal Entity Identifier (LEI) of ENEL N.V. is 0YQH6LCEF474UTUV4B96.
Guarantor	ENEL
Description	Euro Medium Term Note Programme
Arrangers	Deutsche Bank AG, London Branch J.P. Morgan Securities plc
Dealers	Banca IMI S.p.A. Banco Bilbao Vizcaya Argentaria, S.A. Banco Santander, S.A. Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Crédit Agricole Corporate and Investment Bank Credit Suisse Securities (Europe) Limited Deutsche Bank AG, London Branch Goldman Sachs International HSBC Bank plc ING Bank N.V. J.P. Morgan Securities plc Mediobanca – Banca di Credito Finanziario S.p.A. Merrill Lynch International MUFG Securities EMEA plc Mizuho International plc Morgan Stanley & Co. International plc NATIXIS NatWest Markets Plc Nomura International plc

Société Générale
UBS AG, London Branch
UBS Limited
UniCredit Bank AG

and any other Dealers appointed in accordance with the Programme Agreement.

Certain Restrictions

Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “Subscription and Sale and Selling and Transfer Restrictions”).

Principal Paying Agent

The Bank of New York Mellon, London Branch

Registrar

The Bank of New York Mellon, SA/NV, Luxembourg Branch

Programme Size

Up to €35,000,000,000 (or its equivalent in other currencies) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

Distribution

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

Currencies

Subject to any applicable legal or regulatory restrictions, any currency agreed between the relevant Issuer and the relevant Dealer.

Maturities

Such maturities as may be agreed between the relevant Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency and save that no Notes having a maturity of less than one year will be issued under the Programme.

Issue Price

Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par. Special tax rules may apply to Notes which are issued at a discount to par, see “Taxation”.

Form of Notes

The Notes will be issued in bearer or registered form as described in “Form of the Notes”. Registered Notes will not be exchangeable for Bearer Notes and vice versa.

Fixed Rate Notes

Fixed interest will be payable on such date or dates as may be agreed between the relevant Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.

Floating Rate Notes

Floating Rate Notes will bear interest at a rate determined:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
- (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.

The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Notes, or as described in Condition 5A (*Benchmark discontinuation*).

Other provisions in relation to Floating Rate Notes

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the relevant Issuer and the relevant Dealer.

Zero Coupon Notes

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

Redemption

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

Clean-Up Call Option and Maturity Par Call Option

The applicable Final Terms will also indicate whether the Issuer has a Clean-up Call Option or an Issuer Maturity Par Call. See Condition 7(d) (*Redemption at the option of the Issuer (Issuer Maturity Par Call)*) and Condition 7(e) (*Clean-up Call Option*).

Denomination of Notes

Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Note admitted to trading on a regulated market within the European Economic Area will be €100,000 (or, if the Notes are denominated in a currency other than Euro,

the equivalent amount in such currency).

Taxation

All payments in respect of the Notes will be made without deduction or withholding for or on account of tax imposed by any Tax Jurisdiction (as defined in Condition 8 (*Taxation*)), subject as provided in Condition 8 (*Taxation*). In the event that any such deduction or withholding is made, the relevant Issuer or the Guarantor, as the case may be, will, except in certain limited circumstances provided in Condition 8 (*Taxation*), be required to pay additional amounts to cover the amounts so deducted.

Negative Pledge

The terms of the Notes will contain a negative pledge provision as further described in Condition 4 (*Negative Pledge*).

Cross Default

The terms of the Notes will contain a cross default provision as further described in Condition 10 (*Events of Default*).

Status of the Notes

The Notes will constitute direct, unconditional and (subject to the provisions of Condition 4 (*Negative Pledge*)), unsecured and unsubordinated obligations of the relevant Issuer and will rank *pari passu* without any preference among themselves and at least equally with all other outstanding unsecured and unsubordinated obligations of the relevant Issuer, present and future, other than obligations, if any, that are mandatorily preferred by statute or by operation of law.

Guarantee

Notes issued by ENEL N.V. will be unconditionally and irrevocably guaranteed by ENEL. The Guarantee is limited to 120 per cent. of the aggregate principal amount of any Tranche of the Notes which may be issued under the Programme (in each case as specified in the applicable Final Terms) and 120 per cent. of the interest on such Notes accrued but not paid as at any date on which the Guarantor's liability under the Notes falls to be determined. The obligations of ENEL under its guarantee will be direct, unconditional and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured and unsubordinated obligations of ENEL and will rank at least equally with all other outstanding unsecured and unsubordinated obligations of ENEL, present and future, other than obligations, if any, that are mandatorily preferred by statute or by operation of law.

Rating

The rating of certain series of Notes to be issued under the Programme may be specified in the applicable Final Terms.

Listing

This Base Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Directive. Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and trading on its regulated market. This Base Prospectus constitutes the base prospectus in connection with the application for the Notes to be admitted to the Official List of

Euronext Dublin. Notes may also be listed or admitted to trading on such other or further stock exchange(s) as may be agreed between the relevant Issuer and the relevant Dealer in relation to each Series. The Central Bank has been requested to provide a certificate of approval and a copy of this Base Prospectus to the relevant competent authority in Luxembourg.

Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Notes are to be listed and or admitted to trading, and, if so, on which stock exchange(s).

Governing Law

The Notes and any non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, English law. Provisions relating to the meetings of holders of Notes issued by ENEL and the appointment of a representative of holders of Notes are subject to compliance with the laws of Italy.

Selling Restrictions

There are restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area (including, without limitation, the United Kingdom, France, Belgium, The Netherlands and Italy) and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see “*Subscription and Sale and Selling and Transfer Restrictions*”.

Each Tranche of Notes in bearer form will be issued either in compliance with U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”)), (the “**TEFRA D Rules**”) or with U.S. Treas. Reg. § 1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the “**TEFRA C Rules**”) unless the Notes are only in registered form and the applicable Final Terms specify that the TEFRA Rules are not applicable.

FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons (“**Coupons**”) attached, or registered form, without Coupons attached. Bearer Notes will be issued outside the United States to non U.S. persons in reliance on Regulation S under the Securities Act (“**Regulation S**”) and Registered Notes will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S.

Bearer Notes

Each Tranche of Bearer Notes will be initially issued in the form of either a temporary bearer global note (a “**Temporary Bearer Global Note**”) or a permanent bearer global note (a “**Permanent Bearer Global Note**”, and, together with a Temporary Bearer Global Note, each a “**Global Note**”) as indicated in the applicable Final Terms, which, in either case, will:

- (i) if the Global Notes are intended to be issued in new global note (“**NGN**”) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”); and
- (ii) if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depository (the “**Common Depository**”) for Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Global Note is not intended to be issued in NGN form) outside the United States and its possessions and only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the “**Exchange Date**”) which is 40 days after a Temporary Bearer Global Note is issued, beneficial interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Bearer Global Note of the same Series or (ii) for definitive Bearer Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership thereof as required by U.S. Treasury Regulations as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made outside the United States and its possessions and through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification. For the purpose of

any payments made in respect of a Temporary Bearer Global Note or a Permanent Bearer Global Note, the relevant place of presentation shall be disregarded in the definition of “payment day” set out in Condition 6 (*Payments*).

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached upon either (i) not less than 60 days’ written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent as described therein or (ii) only upon the occurrence of an Exchange Event or (iii) at any time at the request of the Issuer. For these purposes, “Exchange Event” means that (i) an Event of Default (as defined in Condition 10) has occurred and is continuing, (ii) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes with a maturity of more than one year and on all Coupons or Talons relating to such Notes:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The provisions of the Code referred to in the legend generally provide that any United States person who holds a Bearer Note with a maturity of more than one year, with certain exceptions, will not be allowed to deduct any loss sustained on the sale, exchange or other disposition of such Bearer Note, and will be subject to U.S. federal income tax at ordinary income rates (as opposed to capital gain rates) on any gain recognised on such sale, exchange or other disposition.

Notes which are represented by a Temporary Bearer Global Note and/or Permanent Bearer Global Note will only be transferable in accordance with the then current rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be.

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

In respect of the Notes in bearer form, the applicable Final Terms will also specify whether United States Treasury Regulation § 1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the

“Code”), (the “TEFRA C Rules”) or United States Treasury Regulation § 1.163-5(c)(2)(i)(D), (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code), (the “TEFRA D Rules”) are applicable in relation to the Notes.

Temporary Global Note exchangeable for Permanent Global Note

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

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

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Principal Paying Agent; and
- (ii) receipt by the Principal Paying Agent of a certificate or certificates of non U.S. beneficial ownership, within seven days of the bearer requesting such exchange.

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

Temporary Global Note exchangeable for Definitive Notes

If the applicable Final Terms specify the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules nor the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note, without Coupons, interests in which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

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

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Principal Paying Agent within 60 days of the bearer requesting such exchange.

Where the Temporary Global Note is to be exchanged for Definitive Notes, Notes may only be issued in denominations which are integral multiples of the minimum denomination and may only be traded in such amounts whether in global or definitive form.

Permanent Global Note exchangeable for Definitive Notes

If the applicable Final Terms specify the form of Notes as being “Permanent Global Note exchangeable for Definitive Notes”, then the Notes will initially be in the form of a Permanent Global Note, without Coupons, interests in which will be exchangeable in whole, but not in part, for Definitive Notes:

- (i) on the expiry of such period of notice as may be specified in the applicable Final Terms; or
- (ii) at any time, if so specified in the applicable Final Terms; or
- (iii) if the applicable Final Terms specify “in the limited circumstances described in the Permanent Global Note”, then if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 10 of the Terms and Conditions of the Notes occurs.

Where interests in the Permanent Global Note are to be exchanged for Definitive Notes in the circumstances described in (i) and (ii) above, Notes may only be issued in denominations which are integral multiples of the minimum denomination and may only be traded in such amounts, whether in global or definitive form. As an exception to the above rule, where the Permanent Global Note may only be exchanged in the limited circumstances described in (iii) above, Notes may be issued in denominations which represent the aggregate of a minimum denomination of €100,000 and integral multiples of €1,000 in excess thereof, provided that such denominations are not less than €100,000 nor more than €199,000. For the avoidance of doubt, each holder of Notes of such denominations will, upon exchange for Definitive Notes, receive Definitive Notes in an amount equal to its entitlement to the principal amount represented by the Permanent Global Note. However, a Noteholder who holds a principal amount of less than the minimum denomination may not receive a Definitive Note and would need to purchase a principal amount of Notes such that its holding is an integral multiple of the minimum denomination.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent within 60 days of the bearer requesting such exchange. Where the Notes are listed on Euronext Dublin and its rules so require, the Issuer will give notice of the exchange of the Permanent Global Note for Definitive Notes pursuant to Condition 17 of the Terms and Conditions of the Notes.

Terms and Conditions applicable to the Notes

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

Registered Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States. Each Tranche of Registered Notes will initially be represented by a global note in registered form (“**Registered Global Note**”). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Registered

Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person, save as otherwise provided in Condition 2 of the Terms and Conditions of the Notes, and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Registered Global Note will bear a legend regarding such restrictions on transfer. The clearing system will be notified prior to the Issue Date of each Tranche of Notes as to whether the Notes are to be held under the NSS or otherwise.

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

Each Note represented by a Registered Global Note will either be: (a) in the case of a Certificate which is not to be held under the NSS, registered in the name of a common depository (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Registered Global Note will be deposited on or about the issue date with the common depository; or (b) in the case of a Registered Global Note to be held under the NSS, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Registered Global Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

The Registered Global Notes will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 1 of the Terms and Conditions of the Notes) as the registered holder of the Registered Global Notes. None of the Issuer, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 7(b) of the Terms and Conditions of the Notes) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, **“Exchange Event”** means that (1) in the case of Notes registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a

continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available, or (2) the Issuer has or will become obliged to pay additional amounts as provided for or referred to in Condition 8 of the Terms and Conditions of the Notes which would not be required were the Registered Notes represented by the Registered Global Note in definitive form or (3) such other event as may be specified in the applicable Final Terms. The Issuer will promptly give notice to Noteholders in accordance with Condition 17 of the Terms and Conditions of the Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (2) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 15 days after the date on which the relevant notice is received by the Registrar.

Transfer of Interests

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. Registered Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see “Subscription and Sale and Transfer and Selling Restrictions”.

General

Pursuant to the Agency Agreement, the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned an ISIN and a common code by Euroclear and Clearstream, Luxembourg.

Subject to mandatory provisions of applicable law, a Note may be accelerated automatically by the holder thereof in certain circumstances described in Condition 10 (*Events of Default*). In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then the Global Note will become void at 8.00 p.m. (London time) on such day. At the same time, holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg, as the case may be, will become entitled to proceed directly against the relevant Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, Luxembourg on and subject to the terms of a deed of covenant (the “**Deed of Covenant**”) dated 17 December 2018 and executed by the relevant Issuer.

For so long as any of the Notes is represented by a Global Note 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 Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes 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 relevant Issuer and the Guarantor (where ENEL is not the relevant Issuer) and its/their agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the relevant Issuer, the Guarantor (where ENEL is not the relevant Issuer) and its/their agents as the holder of such nominal amount

of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

Any reference herein 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 in the applicable Final Terms.

Redemption at the Option of the Issuer

For so long as any Bearer Notes are represented by Bearer Global Notes and such Bearer Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no selection of Notes to be redeemed will be required under Condition 7(c), (d) or (e) of the Terms and Conditions of the Notes at the option of the Issuer in the event that the Issuer exercises its option pursuant such Condition 7(c), (d) or (e) in respect of less than the aggregate principal amount of the Notes outstanding at such time. In such event, the partial redemption will be effected in accordance with the rules and procedures 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).

Payment Business days

Notwithstanding the definition of “Payment Day” in Condition 6(f), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, “Payment Day” means: (i) (in the case of payment in euro) any day which is a TARGET Business Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or (ii) (in the case of a payment in a currency other than euro) any day which is a day on which dealings in foreign currencies may be carried on in the principal financial centre of the currency of payment and in each (if any) Additional Financial Centre.

FORM OF FINAL TERMS

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“MiFID II”); or (ii) a customer within the meaning of Directive 2002/92/EC, as amended or superseded (the “Insurance Mediation Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

[ENEL N.V. may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons either ENEL or any of ENEL’s Subsidiaries (as defined in Condition 16 (*Substitution*) of the Notes) as Issuer. ENEL or the relevant Subsidiary (failing which, ENEL), as the case may be, shall indemnify each Noteholder and Couponholder against (A) any tax, duty, assessment or governmental charge which is imposed on such Noteholder or Couponholder by (or by any authority in or of) the Republic of Italy with respect to any Note or Coupon and which would not have been so imposed had the substitution not been made and (B) any tax, duty, assessment or governmental charge, and any cost or expense relating to the substitution, except that neither ENEL nor the relevant Subsidiary shall be liable under such indemnity to pay any additional amounts either on account of “*imposta sostitutiva*” or on account of any other withholding or deduction in the event of payment of interest or other amounts paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information. When ENEL N.V. is to be substituted by another of ENEL’s Subsidiaries, such substitution may only take place if ENEL continues to guarantee the obligations of such Subsidiary.]¹

[ENEL may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons any of its Subsidiaries (as defined in the Terms and Conditions of the Notes). The relevant Subsidiary, failing which, ENEL, shall indemnify each Noteholder and Couponholder against (A) any tax, duty, assessment or governmental charge which is imposed on such Noteholder or Couponholder by (or by any authority in or of) the jurisdiction of incorporation of the Subsidiary with respect to any Note or Coupon and which would not have been so imposed had the

¹ Delete where the relevant Issuer is ENEL.

substitution not been made and (B) any tax, duty, assessment or governmental charge, and any cost or expense relating to the substitution, except that neither ENEL nor the relevant Subsidiary shall be liable under such indemnity to pay any additional amounts either on account of “*imposta sostitutiva*” or on account of any other withholding or deduction in the event of payment of interest or other amounts paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information. Such substitution may only take place if ENEL continues to guarantee the obligations of such Subsidiary.

In certain circumstances, Notes will be subject to a withholding tax or a substitute tax at the rate of 26 per cent. in respect of interest and premium (if any). Condition 8 (*Taxation*) of the Notes provides that in certain cases, neither the Issuer nor the Guarantor will be required to pay any additional amounts to Noteholders in relation to any such withholding.]²

[Date]

² Delete where the relevant Issuer is ENEL FINANCE INTERNATIONAL N.V.

[ENEL — Società per Azioni (incorporated with limited liability in Italy)/ENEL FINANCE INTERNATIONAL N.V., a limited liability company incorporated in The Netherlands with its corporate seat in Amsterdam, The Netherlands, and its registered address at Herengracht 471, 1017 BS Amsterdam, The Netherlands]³

Legal Entity Identifier (LEI): [WOCMU6HCI0JWNPRZS33] [*in respect of Notes issued by ENEL*]
[0YQH6LCEF474UTUV4B96] [*in respect of Notes issued by ENEL N.V.*]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
issued under the €35,000,000,000
Euro Medium Term Note Programme

PART A CONTRACTUAL TERMS

This document constitutes the Final Terms relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 17 December 2018 [and the Supplemental Base Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (as amended or superseded) (the “**Prospectus Directive**”). [This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus [as so supplemented]]⁴. Full information on the Issuer [, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the Supplemental Base Prospectus] [is][are] available for viewing [at [, and copies may be obtained from, the Central Bank of Ireland’s website at www.centralbank.ie and on the website of Euronext Dublin at www.ise.ie]] [and] during normal business hours at [address] [and copies may be obtained from the Issuer [and the Guarantor] at [its/their] registered office(s).]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]

1	(i) Issuer:	[ENEL — Società per Azioni/ENEL FINANCE INTERNATIONAL N.V.]
	(ii) [Guarantor:	ENEL — Società per Azioni]
2	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
	[(iii) Date on which the Notes become fungible:	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert description of the Series] on [insert date/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24

³ Delete as applicable.

⁴ Delete in relation to exempt notes.

		below [which is expected to occur on or about [insert date]].]
3	Specified Currency or Currencies	[●]
4	Aggregate Nominal Amount:	
	(i) Series:	[●]
	(ii) Tranche:	[●]
5	(i) Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
	(ii) Net Proceeds:	[●] (<i>Required only for listed issues</i>)
6	(i) Specified Denominations: (<i>In the case of Registered Notes, this means the minimum integral amount in which transfers can be made</i>)	[●] (<i>Note — where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed: “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].”</i>)
	(ii) Calculation Amount (<i>Applicable to Notes in definitive Form.</i>)	[●] (<i>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.</i>)
7	(i) Issue Date:	[●]
	(ii) Interest Commencement Date:	[specify/Issue Date/Not Applicable] (<i>N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.</i>)
8	Maturity Date:	[Fixed rate — specify date/Floating rate — Interest Payment Date falling in or nearest to [specify month]]
9	Interest Basis:	[[●] per cent. Fixed Rate] [[LIBOR/EURIBOR] +/- [●] per cent. Floating Rate] [Zero Coupon] (further particulars specified in paragraph[s][15/16/17] below)
10	Redemption/Payment Basis:	[Redemption at par]

11	Change of Interest Basis:	[●]/[Not Applicable] <i>(See Condition 5 for further details)</i>
12	Put/Call Options	[Investor Put] [Issuer Call] [Issuer Maturity Par Call] [Issuer Clean-Up Call] [Not Applicable] [(further particulars specified in paragraph[s] [18/19/20/21] below)]
13	(i) Status of the Notes: (ii) Status of the Guarantee: (iii) Date competent corporate body(ies) approval for issuance of Notes [and Guarantee] obtained:	Senior Senior [●] [and [●], respectively]] <i>(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)</i>
14	Method of distribution:	[Syndicated/Non-syndicated]
Provisions relating to interest (if any) payable		
15	Fixed Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Rate(s) of Interest:	[●] per cent. per annum [payable [annually/semi annually/quarterly] in arrear]
	(ii) Interest Payment Date(s):	[[●] in each year up to and including the Maturity Date] <i>(N.B. This will need to be amended in the case of long or short coupons)</i>
	(iii) Fixed Coupon Amount(s): (Applicable to Notes in definitive form)	[●] per Calculation Amount
	(iv) Broken Amount(s): (Applicable to Notes in definitive form)	[●] per Calculation Amount, payable on the Interest Payment Date falling on [●]
	(v) Day Count Fraction:	[30/360]/[Actual/Actual (ICMA)]
	(vi) Determination Date(s):	[●] in each year [Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon <i>(N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration)</i>

(N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))

16	Floating Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	Specified Period(s)/Specified Interest Payment Dates:	[●], subject to adjustment in accordance with the Business Day Convention set out in (ii) below/, not subject to any adjustment[, as the Business Day Convention in (ii) 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]
(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 Agent):	[●]
(vi)	Screen Rate Determination:	
	• Reference Rate:	[LIBOR]/[EURIBOR]
	• Interest Determination Date(s):	[●] <i>(Second day in London on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) prior to the start of each Interest Period if LIBOR (other than Sterling or Euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or Euro LIBOR)</i>
	• Relevant Screen Page:	[●] <i>(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate)</i>
(vii)	ISDA Determination:	
	• Floating Rate Option:	[●]
	• Designated Maturity:	[●]
	• Reset Date:	[●]

- ISDA Definitions: [2000/2006]
- (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)]
- 17 Zero Coupon Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Accrual Yield: [●] per cent. per annum
- (ii) Reference Price: [●]
- (iii) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7(e)(iii) and 7(j) apply]

Provisions relating to Redemption

- 18 Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount: [[●] per Calculation Amount] [Make-Whole Amount]
(*Either a specified amount or an election that redemption should be calculated as a Make-Whole Amount*)
- (iii) Redemption Margin: [[●] per cent.] [Not Applicable]
(*Only applicable to Make-Whole Amount redemption*)
- (iv) Reference Bond: [insert applicable reference bond] [Not Applicable]
(*Only applicable to Make-Whole Amount redemption*)

	(v) Reference Dealers; <i>(Only applicable to Make-Whole Amount redemption)</i>	[[●]][Not Applicable]
	(vi) If redeemable in part:	
	(a) Minimum Redemption Amount:	[●]
	(b) Maximum Redemption Amount:	[●]
	(vii) Notice period:	[●]
19	Clean-Up Call Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	Notice periods (if other than as set out in the Conditions)	[Minimum period: [●] days] [Maximum period: [●] days]
	Optional Redemption Amount:	[●] per Calculation Amount
20	Issuer Maturity Par Call	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	Notice periods (if other than as set out in the Conditions)	[Minimum period: [●] days] [Maximum period: [●] days]
21	Investor Put:	[Applicable/Not Applicable]
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount:	[[●] per Calculation Amount]
	(iii) Notice period:	[●]
22	Final Redemption Amount:	[[●] per Calculation Amount]
23	Early Redemption Amount payable on redemption for taxation reasons or on Event of Default:	[As per Condition 7(g) /[●] per Calculation Amount/]

General Provisions applicable to the Notes

24	Form of Notes:	
	(a) Form:	[Bearer Notes: [Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]] [Temporary Bearer Global Note exchangeable for Definitive Notes on and after the Exchange Date] [Permanent Bearer Global Note exchangeable for Definitive Notes [on 60 days' notice given at

any time/only upon an Exchange Event/at any time at the request of the Issuer]]

[Notes 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 2005⁵]

[Registered Notes:

Registered Global Note that is registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)]

N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].” Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)

- | | | |
|----|--|---|
| | (b) New Global Note: | [Yes][No] |
| 25 | Additional Financial Centre(s): | [Not Applicable/give details]
<i>(Note that this paragraph relates to the place of payment and not Interest Period end dates to which paragraph 17(iii) relates)</i> |
| 26 | Talons for future Coupons to be attached to Definitive Bearer Notes (and dates on which such Talons mature): | [Yes/No. If yes, give details] |

Distribution

- | | | |
|----|--|--|
| 27 | (i) If syndicated, names [and addresses] of Managers [and underwriting commitments]: | [Not Applicable/give names [and addresses and underwriting commitments]] <i>(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a</i> |
|----|--|--|

⁵ Include for Notes that are to be offered in Belgium.

“best efforts” basis if such entities are not the same as the Managers.)

- (ii) Date of [Subscription] Agreement: [●]
- (iii) Stabilising Manager (if any): [●]
- 28 If non-syndicated, name of relevant Dealer: [Not Applicable/give name]
- 29 Total commission and concession: [●] per cent. of the Aggregate Notional Amount
- 30 U.S. Selling Restrictions: [Reg. S Category 2; TEFRA D Rules/TEFRA C Rules/TEFRA Rules not applicable]

Purpose of Final Terms

These Final Terms comprise the final terms required for issue and admission to trading on [the Regulated Market of Euronext Dublin] [and/or] [the Regulated Market of the Luxembourg Stock Exchange] [*specify, if relevant, listing on an official list*] of the Notes described herein pursuant to the €35,000,000,000 Euro Medium Term Note Programme of ENEL FINANCE INTERNATIONAL N.V. as Issuer and ENEL — Società per Azioni as Issuer and Guarantor.

Responsibility

The Issuer [and the Guarantor] accept[s] responsibility for the information contained in these Final Terms. [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 the Issuer:

[Signed on behalf of the Guarantor:]

By:
Duly authorised

By:
Duly authorised

PART B
OTHER INFORMATION

1 Listing and Admission to Trading

(i) Listing and Admission to trading:

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Dublin [and/or] the Luxembourg Stock Exchange] regulated market and listing on the official list of [Euronext Dublin [and/or] the Luxembourg Stock Exchange] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Dublin [and/or] the Luxembourg Stock Exchange] regulated market and listing on the official list of [Euronext Dublin [and/or] the Luxembourg Stock Exchange] with effect from [●].] [Not Applicable.]

(Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading)

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

[●][Euronext Dublin] [and] [●] [Luxembourg Stock Exchange]]

2 Ratings

Ratings:

[The Notes to be issued have not been rated. / The Notes to be issued have been rated:

[S & P: [●]]

[Moody's: [●]]

[[Other]: [●]]

[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 Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

Insert one (or more) of the following options, as applicable:

[[Insert credit rating agency/ies] [is]/[are] established in the EU and [has]/[have each] applied for registration under Regulation (EC) No. 1060/2009 (as amended), although the result of such application has not yet been notified by the relevant competent authority.]

[[Insert credit rating agency/ies] [is]/[are]

established in the EU and registered under Regulation (EC) No. 1060/2009 (as amended).]

[[*Insert credit rating agency*] is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No. 1060/2009 (as amended).]

[[*Insert credit rating agency*] is not established in the EU but the rating it has given to the Notes is endorsed by [credit rating agency], which is established in the EU and registered under Regulation (EC) No. 1060/2009 (as amended).]

[[*Insert credit rating agency*] is not established in the EU but is certified under Regulation (EC) No. 1060/2009 (as amended).]

[[*Insert credit rating agency*] is not established in the EU and is not certified under Regulation (EC) No. 1060/2009 (as amended) (the “CRA Regulation”) and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EU and registered under the CRA Regulation.]]

3 Interests of Natural and Legal Persons Involved in the Issue

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. — *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 16 of the Prospectus Directive.)]

4 Reasons for the Offer, Estimated Net Proceeds and Total Expenses

(i) [Reasons for the offer [General corporate purposes/To [finance/refinance] Eligible Green Projects (See “Use of Proceeds” wording in Base Prospectus)]]

(ii) Estimated net proceeds: [●]
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds are insufficient to fund all proposed uses state amount and sources of other funding.)

(iii) Estimated total expenses: [●]. *[Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.]*

5 Yield (Fixed Rate Notes only) Indication of yield:

[●]
[Calculated on the Issue Date.] The yield is

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

6 **[Historic Interest Rates (Floating Rate Notes only)]**

[Not Applicable][Details of historic [LIBOR/EURIBOR] rates can be obtained from [Reuters].]

[Amounts payable under the Notes will be calculated by reference to [LIBOR / EURIBOR] which is provided by [●]. [As at [●], [●] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Regulation (EU) 2016/1011 (the “**Benchmarks Regulation**”).] [As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that as at [●] is not required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]

7 **Operational Information**

- (i) ISIN: [●]
- (ii) Common Code: [●]
- (iii) CFI: [Not Applicable]/[●]
- (iv) FISN: [Not Applicable]/[●]
- (v) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/give name(s) and number(s) and address(es)]
- (vi) Delivery: Delivery [against/free of] payment
- (vii) Names and addresses of additional Paying Agent(s) (if any): [●]
- (viii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for Registered Notes] and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper

[(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)][include this text for Registered Notes].Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

8. **[Notification**

The Central Bank [has been requested to provide] [has provided] the competent authority in Luxembourg with a certificate of approval attesting that the Base Prospectus [and the Supplement[s] to the Base Prospectus dated [●]] [has/have] been drawn up in accordance with the Prospectus Directive.]

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer, the Guarantor (where ENEL is not the relevant Issuer) and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to “Form of the Notes” for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by whichever of ENEL — Società per Azioni (“**ENEL**”) or ENEL FINANCE INTERNATIONAL N.V. (“**ENEL N.V.**”) is specified as the “Issuer” in the applicable Final Terms (as defined below) and references to the “Issuer” shall be construed accordingly. This Note is issued pursuant to the Agency Agreement (as defined below).

References herein to the “**Notes**” shall be references to the Notes of this Series and shall mean:

- (i) in relation to any Notes represented by a global Note (a “**Global Note**”), units of each Specified Denomination in the Specified Currency;
- (ii) any Global Note;
- (iii) any definitive Notes in bearer form (“**Bearer Notes**”) issued in exchange for a Global Note in bearer form; and
- (iv) any definitive Notes in registered form (“**Registered Notes**”) (whether or not issued in exchange for a Global Note in registered form).

The Notes and the Coupons (as defined below) have the benefit of an amended and restated agency agreement (the “**Agency Agreement**”) dated 17 December 2018 as amended or supplemented from time to time made between ENEL N.V. as an Issuer, ENEL in its capacity as both an Issuer and as Guarantor (as defined below) of Notes issued by ENEL N.V., The Bank of New York Mellon, London Branch as issuing and principal paying agent and agent bank (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), The Bank of New York Mellon as exchange agent (the “**Exchange Agent**” which expression shall include any successor exchange agent) and as transfer agent and the other transfer agents named therein (the “**Transfer Agents**”, which expression shall include any additional or successor transfer agents) and The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the “**Registrar**”, which expression shall include any successor registrar).

Interest bearing definitive Bearer Notes (unless otherwise indicated in the applicable Final Terms) have interest coupons (“**Coupons**”) and, if indicated in the applicable Final Terms, 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 Notes and Global Notes do not have Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which complete these Terms and Conditions (the “**Conditions**”) and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the “applicable Final Terms” are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Notes issued by ENEL N.V. will be unconditionally and irrevocably guaranteed by ENEL (in such capacity, the “**Guarantor**”) pursuant to a deed of guarantee (the “**Guarantee**”) dated 17 December 2018 as amended or supplemented from time to time (the “**Deed of Guarantee**”). Under the Guarantee, ENEL has guaranteed the due and punctual payment of all amounts due under such Notes and the Deed of Covenant (as defined below) executed by ENEL N.V. as and when the same shall become due and payable subject to the terms and conditions provided therein.

The original of the Guarantee is held by the Principal Paying Agent on behalf of the Noteholders and the Couponholders at its specified office. References herein to the Guarantor shall only be relevant where the Issuer is ENEL N.V.

Any reference to “**Noteholders**” or “**holders**” in relation to any Notes shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, 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 used herein, “**Tranche**” means Notes which are identical in all respects (including as to listing and admission to trading) and “**Series**” means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The Noteholders and the Couponholders are entitled to the benefit of the deed of covenant (the “**Deed of Covenant**”) dated 17 December 2018 and made by the Issuer as amended or supplemented from time to time. The original of the Deed of Covenant is held by the common depository for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below).

Copies of the Agency Agreement, the Deed of Guarantee and the Deed of Covenant are available for inspection during normal business hours at the registered office of each of the Principal Paying Agent, the Registrar and the other Paying Agents and Transfer Agents (such Agents and the Registrar being together referred to as the “**Agents**”). Copies of the applicable Final Terms are available for viewing and obtainable during normal business hours at the registered office of the Issuer and the specified office of each of the Agents and copies may be obtained from those offices save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive, the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the relevant Issuer and the relevant Agent as to its holding of such Notes and identity. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed of Covenant and the applicable Final Terms which are applicable to them. The statements in these Terms and 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 Final Terms shall have the same meanings where used in these Terms and 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 Final Terms, the applicable Final Terms will prevail.

1 Form, Denomination and Title

The Notes are in bearer form or in registered form as specified in the applicable Final Terms and, in the case of definitive Notes, serially numbered, in the Specified Currency and the Specified Denomination(s). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and vice versa.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer, the Guarantor and any Agent will (except as otherwise required by law or ordered by a court having jurisdiction or an official authority) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note 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 but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Bearer Global Note held on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking S.A. (“**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 Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes 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, the Guarantor and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note shall be treated by the Issuer, the Guarantor and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

Notes which are represented by a Global Note 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 in the applicable Final Terms.

2 Transfers of Registered Notes

(a) Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes 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 beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a

beneficial interest in another Registered Global Note only in the authorised denominations set out in the applicable 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.

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Registered Global Note to a transferee in the United States or who is a U.S. person will only be made pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States, and, in any event, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

(b) *Transfers of Registered Notes in definitive form*

Subject as provided in paragraphs (e), (f) and (g) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms). In order to effect any such transfer (i) the holder or holders must (a) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or 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 (b) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent and (ii) the Registrar or, as the case may be, 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 7 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, 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 Registrar or, as the case may be, 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 Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent by uninsured mail to the address of the transferor.

(c) *Registration of transfer upon partial redemption*

In the event of a partial redemption of Notes under Condition 7, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(d) *Costs of registration*

Noteholders 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.

(e) ***Exchanges and transfers of Registered Notes generally***

Holders of Registered Notes in definitive form may exchange such Notes for interests in a Registered Global Note of the same type at any time.

(f) ***Definitions***

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

“**Distribution Compliance Period**” means the period that ends 40 days after the later of the commencement of the offering and the completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue);

“**Securities Act**” means the United States Securities Act of 1933, as amended.

3 Status of the Notes and the Guarantee

(a) ***Status of the Notes***

The Notes and any relative Coupons are direct, unconditional and (subject to the provisions of Condition 4) unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and at least equally with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, other than obligations, if any, that are mandatorily preferred by statute or by operation of law.

(b) ***Status of the Guarantee***

The obligations of the Guarantor under the Guarantee are direct, unconditional and (subject to the provisions of Condition 4) unsecured and unsubordinated obligations of the Guarantor and rank at least equally with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, other than obligations, if any, that are mandatorily preferred by statute or by operation of law. The Guarantee is limited to 120 per cent. of the aggregate principal amount of any Tranche of the Notes which may be issued under the Programme (in each case as specified in the applicable Final Terms) and 120 per cent. of the interest on such Notes accrued but not paid as at any date on which the Guarantor’s liability under the Notes falls to be determined.

4 Negative Pledge

Neither the Issuer nor the Guarantor will, so long as any of the Notes remain outstanding (as defined in the Agency Agreement), create or have outstanding (other than by operation of law) any mortgage, lien, pledge or other charge upon the whole or any part of its assets or revenues, present or future, to secure any Indebtedness unless:

- (a) the same security shall forthwith be extended equally and rateably to the Notes and the Coupons; or
- (b) such other security as shall be approved by an Extraordinary Resolution of the Noteholders shall previously have been or shall forthwith be extended equally and rateably to the Notes and the Coupons.

As used herein, “**Indebtedness**” means any present or future indebtedness for borrowed money of the Issuer or the Guarantor which is in the form of, or represented by, bonds, notes, debentures or other securities and which is or are intended to be quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other established securities market.

5 Interest

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note 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 Notes are in definitive form, except as provided in the applicable 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 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 Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or
- (ii) in the case of Fixed Rate Notes 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 Note in definitive form comprises more than one Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising 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(a):

- (i) if “**Actual/Actual (ICMA)**” is specified in the applicable Final Terms:
 - (A) in the case of Notes 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 Final Terms) that would occur in one calendar year; or
 - (B) in the case of Notes 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 (as specified in the applicable Final Terms) 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 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 the Conditions:

“**Calculation Amount**” is the amount specified in the relevant Final Terms;

“**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);

“**Euro**” means the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty establishing the EU, as amended; 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.

(b) Interest on Floating Rate Notes

(i) Interest Payment Dates

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

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable 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 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 (which expression shall, in the Conditions, mean 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 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:

- (1) in any case where Specified Periods are specified in accordance with Condition 5(b)(i)(B) above, the Floating Rate 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 (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) 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
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) 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
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, “**Business Day**” means a day which is both:

- (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 specified in the applicable Final Terms; and
- (B) 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 (if other than that of any Additional Business Centre and 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 Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which launched on 19 November 2007 or any successor thereto (the “**TARGET System**”) is open.

(ii) *Rate of Interest*

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

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the “**ISDA Definitions**”) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London interbank offered rate (“LIBOR”) or on the Euro-zone interbank offered rate (“EURIBOR”), the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

Notwithstanding the above, if “EUR CMS — X Years” is specified as the applicable Reference Rate in the applicable Final Terms and such rate does not appear on the Relevant Screen Page on the Interest Determination Date, the EUR CMS rate for that number of years (“X”) shall be determined by the Calculation Agent in accordance with the Floating Rate Option “EUR-Annual Swap Rate Reference Banks” (as defined in the ISDA Definitions), with the Designated Maturity being that which is specified in the Final Terms and the Reset Date being the first date of the Interest Period. If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(C) Linear Interpolation

Where Linear Interpolation is specified in the applicable Final Terms as the manner in which Rate of Interest is to be determined in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified in the applicable Final Terms as the manner in which Rate of Interest is to be determined) or the relevant Floating Rate Option (where ISDA Determination is specified in the applicable Final Terms as the manner in which Rate of Interest is to be determined), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Applicable 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 the period of time next shorter or, as the case may be, next longer, then the Issuer shall appoint an Independent Adviser to determine such rate at such time and by reference to such sources as it determines appropriate.

“**Applicable Maturity**” means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

“**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under this Condition.

(iii) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable 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 (ii) 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 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 (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *Determination of Rate of Interest and calculation of Interest Amounts*

In the case of Floating Rate Notes, the Principal Paying Agent 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 will calculate the amount of interest (the “**Interest Amount**”) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes 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 Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the applicable 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 (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) 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 Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/365 (Sterling)**” is specified in the applicable 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 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 Final Terms, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

“**D₂**” 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 D1 is greater than 29, in which case D2 will be 30;

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and

“**D₂**” 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 D2 will be 30;

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D₁**” 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 D1 will be 30; and

“**D₂**” 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 (ii) such number would be 31, in which case D2 will be 30.

(v) *Notification of Rate of Interest and Interest Amounts*

The Principal Paying Agent 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 Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be given in accordance with Condition 14 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 be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14. 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.

(vi) *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(b), whether by the Principal Paying Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Principal Paying Agent, the Calculation Agent (if applicable), the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Noteholders or the Couponholders shall attach to the Principal Paying Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) *Accrual of interest*

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

- (1) the date on which all amounts due in respect of such Note have been paid; and
- (2) five days after the date on which the full amount of the moneys payable in respect of such Notes has been received by the Principal Paying Agent or the Registrar, as the case may be, and notice to that effect has been given to the Noteholders in accordance with Condition 14.

5A Benchmark discontinuation

(a) **Independent Adviser**

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser (as defined under 5(b)(ii)(C) above), as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5A(b)) and, in either case, an Adjustment Spread if any (in accordance with Condition 5A(c)) and any Benchmark Amendments (in accordance with Condition 5A(d)).

An Independent Adviser appointed pursuant to this Condition 5A shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 5A.

If: (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5A(a) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 5A(a) shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5A(a).

(b) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

- (i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5A(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5A); or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5A(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5A).

(c) Adjustment Spread

If the Independent Adviser determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(d) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5A and the Independent Adviser determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5A(e), without any requirement for the consent or approval of Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 5A(d), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(e) Notices etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5A will be notified promptly by the Issuer to the Calculation Agent, the Paying Agents and, in accordance with Condition 13 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(f) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 5A (a), (b), (c) and (d), the Original Reference Rate and the fallback provisions provided for in Condition 5(b)(B) will continue to apply unless and until a Benchmark Event has occurred.

(g) Definitions

As used in this Condition 5A:

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

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (ii) the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); (or if the Issuer determines that no such industry standard is recognised or acknowledged); or
- (iii) the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

“**Alternative Rate**” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5A(b) is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes and with an interest period of a comparable duration to the relevant Interest Period.

“**Benchmark Amendments**” has the meaning given to it in Condition 5A(d).

“**Benchmark Event**” means:

- (1) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

- (2) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (3) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (4) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes, in each case within the following six months; or
- (5) it has become unlawful for any Paying Agent, Calculation Agent the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

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

“**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.

“**Successor Rate**” means the rate that the Independent Adviser determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

6 Payments

(a) *Method of payment*

Subject as provided below:

- (i) 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
- (ii) payments in Euro will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee.

Save as provided in Condition 8, payments will be subject in all cases to any other applicable fiscal or other laws and regulations in the place of payment or other laws and regulations to which the Issuer or the Guarantor or their respective agents agree to be subject and neither the Issuer nor the Guarantor

will be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements.

(b) *Presentation of definitive Bearer Notes and Coupons*

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes 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 only 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, its territories, its possessions and other areas subject to its jurisdiction)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below) 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) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) 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 Note in definitive bearer form becoming due and repayable prior to its Maturity Date, 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 Note or Long Maturity Note 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 Note**” is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note 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 Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note 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 Note.

(c) *Payments in respect of Bearer Global Notes*

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note only at the specified office of any Paying Agent outside the United States and its possessions. A record of each payment made against presentation or surrender of any Global Note in bearer form, distinguishing between any payment of

principal and any payment of interest, will be made on such Global Note by the Paying Agent to which it was presented and such record shall be prima facie evidence that the payment in question has been made.

(d) Payments in respect of Registered Notes

Payments of principal in respect of each Registered Note (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 Note 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 Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the “**Register**”) at the close of business on the Clearing System Business Day (in the case of Notes in global form) (where “**Clearing System Business Day**” means Monday to Friday inclusive except for 25 December and 1 January) or the 15th business day (in the case of Notes in definitive form) (a business day being for this purpose a day on which banks are open for general business in the city where the specified office of the Registrar is located) before the relevant due date (the “**Record Date**”). If the Notes have been issued by ENEL N.V., payments will be made to the persons shown in the register of Noteholders held by ENEL N.V. at its registered office. Notwithstanding the previous sentence, if a holder does not have a Designated Account, payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). 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) and (in the case of a payment in Euro) any bank which processes payments in Euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

None of the Issuer, the Guarantor and 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 Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(e) *General provisions applicable to payments*

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

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

- (i) 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 Notes in the manner provided above when due;
- (ii) 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
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Guarantor, adverse tax consequences to the Issuer or the Guarantor.

(f) *Payment Day*

If the date for payment of any amount in respect of any Note 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) is:

- (i) 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:
 - (A) the relevant place of presentation;
 - (B) London;
 - (C) each Additional Financial Centre specified in the applicable Final Terms; and
- (ii) 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 (if other than the place of presentation, London and any Additional Financial Centre and 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 TARGET System is open.

(g) Interpretation of principal and interest

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

- (i) any additional amounts which may be payable with respect to principal under Condition 8;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7(g)); and
- (vi) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8.

7 Redemption and Purchase

(a) Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

(b) Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Principal Paying Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if:

- (i) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 or the Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making payment itself would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8) or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (ii) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Principal Paying Agent a certificate signed by two Directors of the Issuer or, as the case may be, the Guarantor 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 an opinion of independent legal advisers of recognised standing in a Tax Jurisdiction (as defined in Condition 8) to the effect that the Issuer or, as the case may be, the Guarantor has or will become obliged, as aforesaid, to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 7(b) will be redeemed at their Early Redemption Amount referred to in paragraph (e) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Upon the expiry of such notice, the Issuer shall be bound to redeem the Notes accordingly.

(c) *Redemption at the option of the Issuer (Issuer Call)*

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 14 with a copy to the Guarantor; and
- (ii) not less than 15 days before the giving of the notice referred to in (i) above, notice to the Principal Paying Agent and, in the case of a redemption of Registered Notes, the Registrar,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and 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) in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least five days prior to the Selection Date.

For the purposes of this Condition 7(c) only, the Optional Redemption Amount will either be (i) the specified percentage of the nominal amount of the Notes stated in the applicable Final Terms which shall be a nominal amount of 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 Final Terms, or (ii) if Make-Whole Amount is specified in the applicable Final Terms, will be an amount which is the higher of:

- (a) 100 per cent. of the principal amount of the Note to be redeemed; or
- (b) as determined by the Reference Dealers (as defined below), the sum of the then current values of the remaining scheduled payments of principal and interest (not including any interest accrued on the Notes to, but excluding, the Optional Redemption Date)

discounted to the Optional Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Bond Rate (as defined below) plus the Redemption Margin,

plus, in each case, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.

As used in this Condition 7(c):

“**Redemption Margin**” shall be as set out in the applicable Final Terms;

“**Reference Bond**” shall be as set out in the applicable Final Terms;

“**Reference Dealers**” shall be as set out in the applicable Final Terms; and

“**Reference Bond Rate**” means with respect to the Reference Dealers and the Optional Redemption Date, the average of the five quotations of the mid-market annual yield to maturity of the Reference Bond or, if the Reference Bond is no longer outstanding, a similar security in the reasonable judgement of the Reference Dealers at 11.00 a.m. London time on the third business day in London preceding the Optional Redemption Date quoted in writing to the Issuer by the Reference Dealers.

(d) Redemption at the option of the Issuer (Issuer Maturity Par Call)

If Issuer Maturity Par Call is specified as being applicable in the applicable Final Terms, the relevant Issuer may, having given not less than 30 nor more than 50 days’ notice (or such other period of notice as is specified in the applicable Final Terms) in accordance with Condition 14, to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem the Notes then outstanding in whole, but not in part, at any time during the period commencing on (and including) the day that is 90 days prior to the Maturity Date to (but excluding) the Maturity Date, at the Final Redemption Amount specified in the applicable Final Terms, together (if appropriate) with interest accrued but unpaid to (but excluding) the date fixed for redemption.

(e) Clean-Up Call Option

If the Clean-up Call Option (defined herein) is specified in the relevant Final Terms as being applicable, in the event that at least 80 per cent. of the initial aggregate principal amount of the Notes has been purchased and cancelled by the Issuer, the Issuer may, at its option (the “**Clean-Up Call Option**”) but subject to having given not less than thirty (30) nor more than sixty (60) days’ notice (or such other period of notice as is specified in the applicable Final Terms) to the Noteholders, redeem all, but not some only, of the outstanding Notes. Any such redemption of Notes shall be at their Optional Redemption Amount (as specified in the applicable Final Terms) together with interest accrued to the date fixed for redemption.

(f) Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 (with a copy to the Guarantor) not less than 15 nor more than 30 days’ notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not, in the case of a Bearer Note in definitive form, in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 7(f) in any multiple of their lowest Specified Denomination. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

If this Note is in definitive form, to exercise the right to require redemption of this Note the holder of this Note must deliver such Note at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a “**Put Notice**”) and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2(b). If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Agent for notation accordingly.

Any Put Notice given by a holder of any Note pursuant to this paragraph, or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg, shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and is continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 10.

(g) *Early Redemption Amounts*

For the purpose of paragraph (b) above and Condition 10, each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (i) in the case of a Note with a Final Redemption Amount equal to the Issue Price (subject to subparagraph (iv) below), at the Final Redemption Amount thereof;
- (ii) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its nominal amount;
- (iii) in the case of a Zero Coupon Note, at an amount (the “**Amortised Face Amount**”) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} (1 + \text{AY})^y$$

where:

“**RP**” means the Reference Price;

“**AY**” means the Accrual Yield expressed as a decimal; and

“y” is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360; or

- (iv) in the case of a Floating Rate Note where “**EUR CMS -X Years**” is specified as the applicable Reference Rate, at the Market Value, where the “**Market Value**” on the due date for the redemption of the Note shall represent the fair market value of the Notes and shall have the effect of preserving the economic equivalent of the obligations of the Issuer to make the payments in respect of the Notes which would, but for such early redemption, have fallen due after the relevant early redemption date. Provided that, in respect of the Notes bearing interest (and notwithstanding the provisions of the Conditions of the Notes, including without limitation, Condition 7(b), the first paragraph of Condition 9 and the tenth paragraph of Condition 10), the Early Redemption Amount, as determined by the Calculation Agent in accordance with this sub-paragraph, shall include any accrued interest to but excluding the relevant early redemption date and apart from any such interest included in the Early Redemption Amount, no interest, accrued or otherwise, or any other amount whatsoever will be payable by the Issuer or, as the case may be, the Guarantor in respect of such redemption.

(h) Purchases

The Issuer, the Guarantor or any Subsidiaries may at any time purchase Notes (provided that, in the case of definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are attached or surrendered therewith) in the open market or by tender or by private agreement at any price. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation.

(i) Cancellation

All Notes 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 Notes so cancelled and the Notes purchased and cancelled pursuant to paragraph (h) above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold and the obligations of the Issuer and the Guarantor (where applicable) in respect of any such Notes shall be discharged.

(j) Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c), (d), (e) or (f) above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (g)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14.

8 Taxation

All payments of principal and interest in respect of the Notes and Coupons by ENEL (acting as the Issuer or Guarantor) or by ENEL N.V. 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 (as defined below) unless such withholding or deduction is required by law. In such event, ENEL (acting as the Issuer or Guarantor) or, as the case may be, ENEL N.V. will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes 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 Note or Coupon:

- (a) presented for payment in any Tax Jurisdiction (as defined below); or
- (b) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Note or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon; or
- (c) presented for payment by, or on behalf of, a holder who would be able to avoid such withholding or deduction by making a declaration or any other statement including, but not limited to, a declaration of residence or non-residence, but fails to do so; or
- (d) 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 30th day assuming that day to have been a Payment Day (as defined in Condition 6(f)); or
- (e) in relation to any payment or deduction on account of *imposta sostitutiva* pursuant to Italian Legislative Decree 1 April 1996, No. 239 (“**Decree 239**”), as amended and/or supplemented or, for the avoidance of doubt, Italian Legislative Decree 21 November 1997, No. 461 as amended and supplemented and in all circumstances in which the procedures set forth in Decree 239 in order to benefit from a tax exemption have not been met or complied with; or
- (f) where such withholding or deduction is required to be made pursuant to Law Decree 30 September 1983, No. 512 converted into law with amendments by Law 25 November 1983, No. 649; or
- (g) in the event of payment by ENEL (acting as Issuer or Guarantor) to a non-Italian resident Noteholder, to the extent that the Noteholder is resident in a country which does not allow for a satisfactory exchange of information with the Italian authorities.

As used herein:

- (i) “**Tax Jurisdiction**” means the Republic of Italy and/or any political subdivision or any authority thereof or therein having power to tax in the case of payments by ENEL (also acting as Guarantor) or The Netherlands or any political subdivision or any authority thereof or therein having power to tax in the case of payments by ENEL N.V.; and
- (ii) the “**Relevant Date**” means the date on which any 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 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 Noteholders in accordance with Condition 14.

Notwithstanding anything to the contrary contained herein, ENEL (acting as the Issuer or Guarantor) and ENEL N.V. (and any other person making payments on behalf of ENEL or ENEL N.V.) shall be entitled to withhold and deduct any amounts required to be deducted or withheld pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or otherwise imposed pursuant to (i) Sections 1471 through 1474 of the Code, or (ii) any regulations thereunder or official interpretations thereof, or (iii) an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof, or (iv) any law implementing such an intergovernmental agreement (any such withholding or deduction, a “**FATCA Withholding**”), and no person shall be required to pay any additional amounts in respect of FATCA Withholding.

9 Prescription

The Notes (whether in bearer or registered form) and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8) therefor.

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(b) or any Talon which would be void pursuant to Condition 6(b).

10 Events of Default

If any one or more of the following events (each an “**Event of Default**”) shall occur and be continuing:

- (a) a default is made for a period of 10 days or more in the payment of principal of or any interest in respect of the Notes or any of them after the due date thereof; or
- (b) the Issuer or the Guarantor shall be adjudicated or becomes insolvent or shall stop payment or announce that it shall stop payment or shall be found unable to pay its debts (and including, without limitation, in relation to ENEL N.V., voluntary liquidation (*vereffening*), suspension of payments (*surseance van betaling*), bankruptcy (*faillissement*), or a composition with creditors, or any order shall be made by any competent court or other competent body for, or any resolution shall be passed by the Issuer or the Guarantor for judicial composition proceedings with its creditors or for the appointment of a receiver, administrative receiver or trustee (including, without limitation in relation to ENEL N.V., any administrator in bankruptcy (*curator*) or other similar official in insolvency proceedings in relation to the Issuer or the Guarantor; or
- (c) the Issuer or the Guarantor fails to pay a final judgment of a court of competent jurisdiction within 60 days from the receipt of a notice that a final judgment in excess of an amount equal to the value of a substantial part of the assets or property of the Guarantor has been entered against it or an execution is levied on or enforced upon or sued out in pursuance of any such judgment against any substantial part of the assets or property of the Issuer or the Guarantor; or
- (d) the Issuer or the Guarantor shall be wound up or dissolved (otherwise than for the purpose of a solvent amalgamation, merger or reconstruction under which the assets and liabilities of the Issuer or the Guarantor, as the case may be, are assumed by the entity resulting from such amalgamation, merger or reconstruction and such entity assumes the obligations of the Issuer or the Guarantor, as the case may be, in respect of the Notes or the Guarantee, as the case may be, and an opinion of an independent legal adviser of recognised standing in The Netherlands, in the case of ENEL N.V. or in Italy, in the case of ENEL, has been delivered to the Principal Paying Agent confirming the same prior to the effective date of such amalgamation, merger or reconstruction); or

- (e) the Issuer or the Guarantor shall cease or announce that it shall cease to carry on its business (otherwise than for the purpose of a solvent amalgamation, merger or reconstruction under which the assets and liabilities of the Issuer or the Guarantor, as the case may be, are assumed by the entity resulting from such amalgamation, merger or reconstruction and such entity assumes the obligations of the Issuer or the Guarantor, as the case may be, in respect of the Notes or the Guarantee, as the case may be, and an opinion of an independent legal adviser of recognised standing in The Netherlands, in the case of ENEL N.V. or in Italy, in the case of ENEL, has been delivered to the Principal Paying Agent confirming the same prior to the effective date of such amalgamation, merger or reconstruction); or
- (f) any Indebtedness for Borrowed Money of the Issuer or the Guarantor becomes due and repayable prematurely by reason of an event of default (however described) or the Issuer or the Guarantor fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment (as extended by any originally applicable grace period) or any security given by the Issuer or the Guarantor for any Indebtedness for Borrowed Money becomes enforceable or if default is made by the Issuer or the Guarantor in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person (as extended by any originally applicable grace period), provided that no such event shall constitute an Event of Default so long as and to the extent that the Issuer or the Guarantor, as the case may be, is contesting, in good faith, in a competent court in a recognised jurisdiction that the relevant Indebtedness for Borrowed Money or any such security, guarantee and/or indemnity shall be due or enforceable, as appropriate, and provided further that no such event shall constitute an Event of Default unless the aggregate Indebtedness for Borrowed Money relating to all such events which shall have occurred and be continuing shall amount to at least €100,000,000 (or its equivalent in any other currency); or
- (g) default is made by the Issuer or the Guarantor in the performance or observance of any obligation, condition or provision binding on the Issuer under the Notes or on the Guarantor under this Guarantee in relation to, or in respect of, the Notes (other than any obligation for payment of any principal or interest in respect of the Notes) and (except in any case where the default is incapable of remedy when no continuation or notice as is hereinafter mentioned will be required) such default continues for 30 days after written notice thereof to the Issuer or the Guarantor, as the case may be, requiring the same to be remedied; or
- (h) the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect, then any holder of a Note may, by written notice to the Issuer at the specified office of the Principal Paying Agent, effective upon the date of receipt thereof by the Principal Paying Agent, declare any Notes held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 7(g)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

For the purposes of this Condition:

“Indebtedness for Borrowed Money” means any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of (i) money borrowed, (ii) liabilities under or in respect of any acceptance or acceptance credit or (iii) any notes, bonds, debentures, debenture stock, loan stock or other securities offered, issued or distributed whether by way of public offer, private placing, acquisition consideration or otherwise and whether issued for cash or in whole or in part for a consideration other than cash.

11 Replacement of Notes, Coupons and Talons

Should any Note, 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 Notes or Coupons) or the Registrar (in the case of Registered Notes) 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. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

12 Agents

The names of the initial Agents and their initial specified offices are set out below.

The Issuer and the Guarantor are 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 Notes 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 Notes) and a Transfer Agent (in the case of Registered Notes) 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; and
- (c) there will at all times be a Paying Agent in a jurisdiction within continental Europe, other than the jurisdiction in which the Issuer or the Guarantor is incorporated.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6(e). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and the Guarantor and do not assume any obligation to, or relationship of agency or trust with, any Noteholder 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 the Principal Paying Agent or any other 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 Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

14 Notices

All notices regarding the Bearer Notes will be deemed to be validly given if published (i) in a leading English language daily newspaper of general circulation in London and (ii) if and for so long as the Bearer Notes are admitted to trading on, and listed on Euronext Dublin, on Euronext Dublin's website, *www.ise.ie*. It is expected that any such publication in a newspaper will be made in the Financial Times in London and the Irish Times in Ireland. The Issuer (failing which the Guarantor) shall also ensure that notices are duly

published in a manner which complies with the rules and regulations of any stock exchange (or any other relevant authority) on which the Bearer Notes are for the time being listed or by which they have been admitted to trading. 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 the Registered Notes 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 Notes are listed on a stock exchange or are admitted to listing by another relevant authority and the rules of that stock exchange (or other relevant authority) so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes 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 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 Notes on the date on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note 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.

In addition to the above, where the Issuer is ENEL, with respect to notices for a meeting of Noteholders, any convening notice for such meeting shall be made in accordance with any applicable Italian law requirements and provisions in ENEL's by-laws.

15 Meetings of Noteholders, Modification and Waiver

(a) *Where the Issuer is ENEL*

The Agency Agreement contains provisions consistent with the laws, legislation, rules and regulations of the Republic of Italy (including without limitation the Italian Consolidated Financial Act, as amended) for convening meetings of the Noteholders to consider any matter affecting their interests, including any modifications of the Conditions or of any provisions of the Agency Agreement.

According to the laws, legislation, rules and regulations of the Republic of Italy, such meetings will be validly held as a single call meeting or, if Issuer's by-laws provide for multiple calls, as a multiple call meeting, if (i) in the case of a single call meeting, there are one or more persons present, being or representing Noteholders holding at least one-fifth of the aggregate nominal amount of the Notes, for the time being outstanding, or such a higher quorum as may be provided for in the Issuer's by-laws, or (ii) in the case of multiple call meeting, (a) there are one or more persons present being or representing

Noteholders holding not less than one-half of the aggregate nominal amount of the Notes, for the time being outstanding; ; (b) in case of an adjourned meeting, there are one or more persons present being or representing Noteholders holding more than one-third of the aggregate nominal amount of the Notes for the time being outstanding; and (c) in the case of any further adjourned meeting, one or more persons present being or representing Noteholders holding at least one-fifth of the aggregate nominal amount of the Notes for the time being outstanding, provided that the Issuer's by-laws may in each case (to the extent permitted under the applicable laws and regulations of the Republic of Italy) provide for a higher quorum.

The majority to pass a resolution at any meeting (including, where applicable, an adjourned meeting) will be at least two-thirds of the aggregate nominal amount of the outstanding Notes represented at the meeting; provided however that (A) certain proposals, as set out in Article 2415 of the Italian Civil Code (including, for the avoidance of doubt, (a) any modification of the method of calculating the amount payable or modification of the date of maturity or redemption or any date for payment of interest or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of the Notes, and (b) any alteration of the currency in which payments under the Notes and Coupons are to be made or the denomination of the Notes), may only be sanctioned by a resolution passed at a meeting of the Noteholders by the higher of (i) one or more persons holding or representing not less than one half of the aggregate nominal amount of the outstanding Notes, and (ii) one or more persons holding or representing not less than two thirds of the Notes represented at the meeting and (B) the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for higher majorities.

Resolutions passed at any meeting of the Noteholders shall be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders. In accordance with the Italian Civil Code, a *rappresentante comune*, being a joint representative of Noteholders, may be appointed in accordance with Article 2417 of the Italian Civil Code in order to represent the Noteholders' interest hereunder and to give execution to the resolutions of the meeting of the Noteholders.

(b) *Where the Issuer is ENEL N.V.*

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Noteholders holding not less than one-twentieth in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than one-half in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding plus the favourable vote of the Issuer. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Couponholders.

(c) **Modifications**

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

- (i) any modification (except as mentioned above) of the Conditions, the Notes, the Coupons or the Agency Agreement which is not prejudicial to the interests of the Noteholders in the sole opinion of the Issuer; or
- (ii) any modification of the Conditions, the Notes, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law in the sole opinion of the Issuer.

Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

16 Substitution

(a) **Substitution of ENEL N.V. by ENEL**

In the case of Notes issued by ENEL N.V., ENEL N.V. may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons ENEL as Issuer, provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the “**ENEL N.V. Substitution Deed Poll**”), to be substantially in the form set out in the Agency Agreement as Schedule 8 and may take place only if:

- (i) ENEL shall, by means of the ENEL N.V. Substitution Deed Poll, agree to indemnify each Noteholder and Couponholder against (A) any tax, duty, assessment or governmental charge which is imposed on such Noteholder and Couponholder by (or by any authority in or of) the Republic of Italy with respect to any Note or Coupon and which would not have been so imposed had the substitution not been made and (B) any tax, duty, assessment or governmental charge, and any cost or expense relating to the substitution, except that ENEL shall not be liable under such indemnity to pay any additional amounts either on account of “*imposta sostitutiva*” or on account of any other withholding or deduction in the event of payment of interest or other amounts paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information;
- (ii) all the provisions set forth in Condition 8 with respect to ENEL as Issuer of the Notes shall apply to the Notes following the substitution as if the Notes were originally issued by ENEL;
- (iii) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the ENEL N.V. Substitution Deed Poll and the Notes and the Coupons represent valid, legally binding and enforceable obligations of ENEL and in the case of the ENEL N.V. Substitution Deed Poll of the Issuer have been taken, fulfilled and done and are in full force and effect;
- (iv) the relevant stock exchange (if any) shall have confirmed that, following the proposed substitution, the Notes will continue to be listed on such stock exchange;
- (v) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Principal Paying Agent) from lawyers or firms of lawyers with leading securities practices in

the Republic of Italy and in England as to the fulfilment of the conditions specified in paragraph (iii) of this Condition 16(a) and the other matters specified in the ENEL N.V. Substitution Deed Poll; and

- (vi) the Issuer shall have given at least 14 days' prior notice of such substitution to the Noteholders, in accordance with Condition 14, stating that "copies, or, pending execution, the agreed text, of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents."

References in Condition 10 to obligations under the Notes shall be deemed to include obligations under the ENEL N.V. Substitution Deed Poll.

(b) *Substitution of ENEL by a Subsidiary*

In the case of Notes issued by ENEL, ENEL, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons, any company (the "**Substitute**") that is a Subsidiary (as defined below) of ENEL, provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the "**ENEL Substitution Deed Poll**"), to be substantially in the form scheduled to the Agency Agreement as Schedule 9, and may take place only if:

- (i) The Substitute, failing which ENEL, shall, by means of the ENEL Substitution Deed Poll, agree to indemnify each Noteholder and Couponholder against (A) any tax, duty, assessment or governmental charge that is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note or Coupon or the Deed of Covenant and that would not have been so imposed had the substitution not been made and (B) any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution, except that neither the Substitute nor ENEL shall be liable under such indemnity to pay any additional amounts either on account of "imposta sostitutiva" or on account of any other withholding or deduction in the event of payment of interest or other amounts paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information;
- (ii) all the provisions set forth in Condition 8 with respect to ENEL N.V. as Issuer and ENEL as Guarantor of the Notes shall apply to the Notes following the substitution as if the Notes were originally issued by such subsidiary and guaranteed by ENEL;
- (iii) the obligations of the Substitute under the ENEL Substitution Deed Poll, the Notes, the Coupons and the Deed of Covenant shall be unconditionally guaranteed by ENEL by means of the ENEL Substitution Deed Poll;
- (iv) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the ENEL Substitution Deed Poll, the Notes, the Coupons and the Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute and, in the case of the ENEL Substitution Deed Poll, of ENEL, have been taken, fulfilled and done and are in full force and effect;
- (v) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;

- (vi) the relevant stock exchange (if any) shall have confirmed that, following the proposed substitution, the Notes will continue to be listed on such stock exchange;
- (vii) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Principal Paying Agent) from lawyers or firms of lawyers with leading securities practices in each jurisdiction referred to in paragraph (i) of this Condition 16(b) and in England as to the fulfilment of the preceding conditions of paragraph (iv) of this Condition 16(b) and the other matters specified in the ENEL Substitution Deed Poll; and
- (viii) ENEL shall have given at least 14 days' prior notice of such substitution to the Noteholders, in accordance with Condition 14, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution that are referred to above, or that might otherwise reasonably be regarded as material to Noteholders, shall be available for inspection at the specified office of each of the Paying Agents.

References in Condition 10 to obligations under the Notes shall be deemed to include obligations under the ENEL Substitution Deed Poll, and, where the ENEL Substitution Deed Poll contains a guarantee, the events listed in Condition 10 shall be deemed to include that guarantee not being (or being claimed by the guarantor not to be) in full force and effect.

(c) *Substitution of ENEL N.V. by another Subsidiary*

In the case of Notes issued by ENEL N.V., ENEL N.V., or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons, any company (the “**Substitute**”) that is a Subsidiary (as defined in the Agency Agreement) of ENEL, provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the “**ENEL N.V. and Subsidiary Substitution Deed Poll**”), to be substantially in the form scheduled to the Agency Agreement as Schedule 10, and may take place only if:

- (i) The Substitute, failing which, ENEL, shall, by means of the ENEL N.V. and Subsidiary Substitution Deed Poll, agree to indemnify each Noteholder and Couponholder against (A) any tax, duty, assessment or governmental charge that is imposed on such Noteholder or Couponholder by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note or Coupon or the Deed of Covenant and that would not have been so imposed had the substitution not been made, and (B) any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution, except that neither the Substitute nor ENEL shall be liable under such indemnity to pay any additional amounts either on account of “*imposta sostitutiva*” or on account of any other withholding or deduction in the event of payment of interest or other amounts paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information;
- (ii) all the provisions set forth in Condition 8 with respect to ENEL N.V. as Issuer and ENEL as Guarantor of the Notes shall apply to the Notes following the substitution as if the Notes were originally issued by the Substitute and guaranteed by ENEL;
- (iii) the obligations of the Substitute under the ENEL N.V. and Subsidiary Substitution Deed Poll, the Notes, the Coupons and the Deed of Covenant shall be unconditionally guaranteed by ENEL by means of the ENEL N.V. and Subsidiary Substitution Deed Poll and the Deed of Guarantee;

- (iv) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the ENEL N.V. and Subsidiary Substitution Deed Poll, the Notes, the Coupons and the Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute and, in the case of the ENEL N.V. and Subsidiary Substitution Deed Poll and the Deed of Guarantee, of ENEL, have been taken, fulfilled and done and are in full force and effect;
- (v) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;
- (vi) the relevant stock exchange (if any) shall have confirmed that, following the proposed substitution, the Notes will continue to be listed on such stock exchange;
- (vii) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Principal Paying Agent) from lawyers or firms of lawyers with leading securities practices in each jurisdiction referred to in paragraph (i) of this Condition 16(c) and in England as to the fulfilment of the preceding conditions of paragraph (iv) of this Condition 16(c) and the other matters specified in the ENEL N.V. and Subsidiary Substitution Deed Poll; and
- (viii) ENEL N.V. shall have given at least 14 days' prior notice of such substitution to the Noteholders, in accordance with Condition 14, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution that are referred to above, or that might otherwise reasonably be regarded as material to Noteholders, shall be available for inspection at the specified office of each of the Paying Agents.

References in Condition 10 to obligations under the Notes shall be deemed to include obligations under the ENEL N.V. and Subsidiary Substitution Deed Poll, and the events listed in Condition 10 shall be deemed to include the Deed of Guarantee not being (or being claimed by the guarantor not to be) in full force and effect.

For the purposes of this Condition 16, "**Subsidiary**" means any entity which is a subsidiary (*società controllata*) within the meaning of Article 2359 of the Italian Civil Code and Article 93 of the Italian Consolidated Financial Act.

(d) Consent to Substitution

By subscribing to, or otherwise acquiring the Notes, the Noteholders expressly and irrevocably consent in advance to the substitution of ENEL N.V., ENEL or any Subsidiary, as the case may be, by ENEL or a Subsidiary, as the case may be, pursuant to Condition 16(a), (b) or (c). The Noteholders further consent to the release of ENEL N.V., or any Subsidiary, as the case may be, from any and all obligations in respect of the Notes and any relevant agreements and are expressly deemed to have accepted such substitution and the consequences thereof.

17 Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

18 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

19 Governing Law and Submission to Jurisdiction

(a) *Governing law*

The Agency Agreement, the Programme Agreement, the Deed of Guarantee, the Deed of Covenant, the ENEL N.V. Substitution Deed Poll, the ENEL Substitution Deed Poll and the ENEL N.V. and Subsidiary Substitution Deed Poll, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law. Condition 15(a) and the provisions of Schedule 4 of the Agency Agreement which relate to the convening of meetings of Noteholders and the appointment of a Noteholders' representative are subject to compliance with Italian law.

(b) *Submission to jurisdiction*

In relation to any legal action or proceedings arising out of or in connection with the Notes, the Coupons, the Agency Agreement, the Deed of Covenant, the ENEL N.V. Substitution Deed Poll and the ENEL N.V. and Subsidiary Substitution Deed Poll (including any legal action or proceedings relating to any non-contractual obligations which may arise out of or in connection with them) ("**Proceedings**"), the Issuer irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to such courts on the ground that they are an inconvenient or inappropriate forum. This submission is made for the benefit of each of the Noteholders and the Couponholders.

(c) *Appointment of Process Agent*

The Issuer appoints Law Debenture Corporate Services Limited of 100 Wood Street, London EC2V 7EX as its agent in England to receive service of process for any Proceedings in England based on any of the Notes, the Coupons, the Agency Agreement, the Deed of Covenant, the ENEL N.V. Substitution Deed Poll and the ENEL N.V. and Subsidiary Substitution Deed Poll. If for any reason such process agent ceases to act as such or no longer has an address in England, the Issuer agrees to appoint a substitute agent for service of process for any Proceedings in England and to give notice to the Noteholders of such appointment in accordance with Condition 14.

(d) *Other documents*

The Issuer and the Guarantor have in the Agency Agreement, the Deed of Covenant and the Deed of Guarantee (in the case of the Guarantor) submitted to the exclusive jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

USE OF PROCEEDS

An amount equal to the net proceeds from each issue of each Tranche of Notes will be applied by the relevant Issuer, as indicated in the applicable Final Terms, either:

- (a) for its general corporate purposes; or
- (b) to finance or refinance, in whole or in part, Eligible Green Projects.

According to the definition criteria set out by the International Capital Market Association (“**ICMA**”) Green Bond Principles (“**GBP**”), only Tranches of Notes financing or refinancing Eligible Green Projects (above mentioned at (b)) will be denominated “Green Bonds”.

In case of project divestment, an amount equal to the net proceeds of the “Green Bonds” will be used to finance or refinance other Eligible Green Projects.

Eligible Green Projects have been defined in accordance with the broad categorisation of eligibility for Green Projects set out by the ICMA GBP.

For the purposes of this section:

“**Eligible Green Projects**” means Renewable Energy Projects and Transmission, Distribution and Smart Grid Projects and Innovative Infrastructural Projects which meet a set of environmental and social criteria, which prior to the relevant Issue Date will be (i) approved both by the relevant Issuer and, where applicable, the Guarantor and by a Second Party Opinion Provider, and (ii) made available on ENEL’s website (www.enel.com) in the investor relations page.

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

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

“**Innovative Infrastructural Projects**” means the financing or refinancing of, or investments in the development, the construction, the installation and the maintenance of (i) clean transportation projects which consist in electric, hybrid, public, rail, non-motorised, multi-modal transportation, public and private infrastructures and charging stations for clean energy vehicles and related services and (ii) smart lightning and energy efficiency projects which consist in public lightning, renovation of existing buildings and efficiency improvements, demand response and demand side management infrastructures and related services.

DESCRIPTION OF ENEL

Overview

The Company was incorporated under the laws of Italy as a joint stock company (*società per azioni*) on 24 July 1992 and operates in accordance with the Italian Civil Code. Its registered office is at Viale Regina Margherita 137, in Rome, and its main telephone number is +3906 83051. The Company is registered with the Italian Companies' Register of the Chamber of Commerce of Rome under registration No. 00811720580. Pursuant to Article 3 of the Company's articles of association, the Company shall remain in existence until 31 December 2100; however, the Company's corporate duration may be further extended by a shareholder resolution.

In particular, ENEL is a multinational power company and a leading integrated player in the world's power and gas markets, with a particular focus on Europe and South America. The concern manages a highly diverse network of power plants: hydroelectric, thermoelectric, nuclear, geothermal, wind, solar PV and other renewable sources.

According to ENEL's estimate, the ENEL Group is the leading electricity operator in both Italy and Spain, one of the largest energy operator in the Americas where it is active in 12 countries with power generation plants of all types and one of the leading global operators in the fields of generation, distribution and sales of electricity. In particular, the ENEL Group has an asset backed presence in more than 30 countries across all the continents with 84.9 GW of net installed capacity and 2.2 million kilometres of grid network and sells electricity and gas to approximately 64 million customers as of 31 December 2017. Moreover, according to ENEL's estimate, ENEL is the largest Italian power company and the Europe's second largest listed utility by installed capacity. The ENEL Group had operational generation plants (thermal, hydroelectric, geothermal, nuclear and other plants) with a total net installed capacity of 86.4 GW as of 30 June 2018, compared to 84.9 GW as of 31 December 2017, respectively. For the six months ended 30 June 2018, net electricity production was 121.1 TWh and distribution of electricity was 224.2 TWh, respectively, compared to 249.9 TWh and 445.2 TWh as of 31 December 2017 and 261.8 TWh and 426.0 TWh as of 31 December 2016, respectively.

The ENEL Group is deeply committed to the renewable energies sector and to researching and developing new environmentally friendly technologies. In 2015, approximately half of the electricity the ENEL Group produced was free of carbon dioxide emissions, making it one of the world's major producers of clean energy. Further, ENEL is committed to becoming a decarbonised company by 2050. In 2016, ENEL's renewable energy business, operated through by ENEL Green Power S.p.A. ("EGP") and its subsidiaries, has been the subject matter of a corporate reorganization with the aim of, *inter alia*, innovating in renewables at scale and with greater speed.

Moreover, ENEL is the first utility in the world to replace conventional electromechanical meters with so-called "*smart meters*", being modern electronic meters that enable consumption levels to be read in real time and contracts to be managed remotely. As of the date of this Base Prospectus, ENEL has installed approximately 44 million smart meters. This innovative measurement system is essential to the development of smart grids, smart cities and electric mobility.

The following tables set forth the Group's key operating data of the electricity business as of and for the six months ended 30 June 2018 and 30 June 2017 and as of and for the years ended 31 December 2017 and 2016.

	Six months ended 30 June 2018			Six months ended 30 June 2017		
	Italy	Abroad	Total	Italy	Abroad	Total
Net electricity production (TWh).....	26.6	94.5	121.1	27.4	93.8	121.2
Electricity conveyed through the grid (TWh).....	112.1	112.1	224.2	111.9	107.2	219.1
Electricity sold (TWh) ⁽¹⁾	51.6	88.7	140.3	49.4	89.2	138.6

Note:

(1) Excluding sales to sellers

	2017			2016		
	Italy	Abroad	Total	Italy	Abroad	Total
Net electricity production (TWh).....	53.5	196.4	249.9	60.9	200.9	261.8
Electricity conveyed through the grid (TWh).....	227.3	217.9	445.2	224.1	202.6	426.7
Electricity sold (TWh)(1).....	103.2	181.6	284.8	94.1	169	263.1

Note:

(1) Excluding sales to sellers

The ENEL Group also imports and sells natural gas in Italy, Spain and elsewhere. The ENEL Group has sold approximately 6.3 billion cubic metres of gas worldwide in the six months ended 30 June 2018, 11.7 billion cubic metres of gas worldwide in 2017 and 10.5 billion cubic metres of gas worldwide in 2016.

In the six months ended 30 June 2018, the ENEL Group's total revenue and other income were €36,027 million compared to €36,315 million in the six months ended 30 June 2017, while, for the same period, the net income attributable to shareholders was €2,020 million, compared to €1,847 million in the six months ended 30 June 2017. In 2017, the ENEL Group's total revenue and other income were €74,639 million and the net income attributable to shareholders of ENEL was €3,779 million. In 2016, the ENEL Group's total revenue and other income were €70,592 million and the net income attributable to shareholders of ENEL was €2,570 million.

As of 30 June 2018, the ENEL Group employed 70,123 employees, of which 31,059 were employed in Italy and 39,064 were employed abroad.

As of the date of this Base Prospectus, the principal shareholder of ENEL is the Ministry of Economy and Finance of the Republic of Italy (the "MEF") which owns 23.585 per cent. of ENEL's shares.

The following table sets forth the number of shares and the percentage of the main shareholder.

Name	Share Ownership	
	(Number)	(%)
The Ministry of Economy and Finance of the Republic of Italy.....	2,397,856,331	23.585

As of the date of this Base Prospectus, based on the shareholders' register and the notices submitted to CONSOB and received by ENEL pursuant to Article 120 of the Financial Services Act and the CONSOB Issuers' Regulation adopted with resolution no. 11971/1999, as well as other available information, no shareholders other than the MEF (with 23.585 per cent. of the share capital) holds more than 3 per cent. of the total share capital of ENEL. Pursuant to Article 3 of Decree Law No. 332/1994 (converted with amendments into Law No. 474/1994, as further amended) and as set forth in ENEL's by-laws, no person, other than an Italian governmental entity, may hold more than 3 per cent. of the share capital of ENEL. Voting rights attributable to shares held in excess of the aforesaid limit shall not be exercised.

As of the date of this Base Prospectus, ENEL is subject to the *de facto* control of the MEF, which has sufficient votes to exercise a dominant influence at ENEL's ordinary shareholders' meetings, pursuant to Article 93 of the Financial Services Act. Pursuant to Article 19, paragraph 6, of Decree Law No. 78/2009 (subsequently converted into Law No. 102/2009), the discipline concerning management and co-ordination of companies outlined in Article 2497 of the Italian Civil Code is not applicable to the MEF.

As of the date of this Base Prospectus, ENEL's share capital amounted to €10,166,679,946 fully paid-in and divided into 10,166,679,946 issued and outstanding ordinary shares, listed on the *mercato telematico azionario*, a stock exchange regulated and managed by Borsa Italiana S.p.A. ("MTA"), with a nominal value of €1 each.

History and Development of ENEL

The foundation, the privatisation and the market liberalisation

ENEL traces its origins to the creation in 1962 of the Italian governmental entity, the Ente Nazionale per l'Energia Elettrica, which was granted an exclusive concession to carry out the activities of generation, import, export, transportation, transformation, distribution and sale of electricity in Italy following the nationalisation of the industry in that year. Controlled by the Italian government, the Ente Nazionale per l'Energia Elettrica implemented a process of development and diversification of energy sources through the creation of new nuclear, hydroelectric and renewable-energy power plants.

Law No. 9 of January 1991 set the framework for the opening of the Italian electricity market to competition. As part of this move towards liberalisation, the Ente Nazionale per l'Energia Elettrica was, pursuant to Law Decree No. 333 of 11 July 1992 (as ratified into law pursuant to Law No. 359 of 8 August 1992), converted into a joint stock company (*società per azioni*). Pursuant to a resolution adopted at the extraordinary shareholders' meeting held on 7 August 1992, the Company's name was changed to ENEL S.p.A. The aforementioned law decree granted ENEL licences to undertake all the activities previously carried out by the Ente Nazionale per l'Energia Elettrica. Initially, the sole shareholder of ENEL was the MEF.

Legislative Decree No. 79 of 16 March 1999 (*Attuazione della direttiva 96/92/CE recante norme comuni per il mercato interno dell'energia elettrica*) (the "**Bersani Decree**") established new rules for the electricity market, providing for further liberalisation – in compliance with public policy – of the activities of generation, import, export, purchase and sale of electricity. Pursuant to the Bersani Decree, a single entity may engage in any or all of these activities, provided that utility companies are separated into distinct units for accounting

and management purposes. With reference to ENEL, the Bersani Decree required the separation, for accounting and management purposes, of the activities of production, transmission, distribution and sales to Non-Eligible clients, and the obligation to reduce ENEL's production capacity through the disposal of at least 15 GW by 2002. In particular, the Bersani Decree required the following significant changes to be made to the Group's business:

- the separation of significant businesses into separate subsidiaries (effective as of October 1999);
- the transfer of management and control of the Italian national electricity transmission grid and electricity dispatching to the Electricity Services Operator, a company wholly owned by the MEF, and the subsequent sale of 94.88 per cent. of ENEL's formerly wholly owned subsidiary, Terna S.p.A. ("**Terna**"), which owns the majority of Italy's electricity transmission grid (as a result of this sale, Terna was deconsolidated on 15 September 2005); and
- the sale of three electricity generation companies (accounting for approximately 15 GW of the Group's generating capacity) and several municipal distribution companies.

In November 1999, the process for the privatisation of ENEL began with an initial public offering of approximately 32 per cent. of ENEL's share capital, as part of which ENEL's shares were listed on the MTA and on the New York Stock Exchange (in the form of American Depositary Shares). The initial public offering was followed by a number of private placements to institutional investors in Italy and abroad (in 2003) and public offerings to retail investors in Italy and to institutional investors in Italy and abroad. As a result of Japanese offerings (in 2004 and 2005), ENEL's shares were also registered at the Kanto Local Finance Bureau in Tokyo.

In December 2007, ENEL voluntarily de-listed from the New York Stock Exchange, and in March 2008 the process of deregistration of ENEL's shares and American Depositary Receipts with the U.S. Securities and Exchange Commission was completed. Reorganisation of the ENEL Group and Business Diversification.

Following the liberalisation of the energy market and the consequent reductions to parts of ENEL's core business, the Group focused its strategy on the diversification of its business and expansion into new markets (including in the telecommunications industry market in which ENEL operated until 2006). ENEL became an industrial holding company, and its divisions were transformed into utility companies focused on specific business sectors. ENEL Produzione S.p.A. ("**ENEL Produzione**") and ENEL Distribuzione S.p.A. (which, as of 30 June 2016, changed its name into e-distribuzione S.p.A.) were established, along with other companies. Along with pursuing the separation for management purposes of the activities of production, transmission and distribution, new business areas were created, such as energy trading, construction of generation plants and supply of environmental services.

Global presence

As a global multinational group, ENEL is actively engaged in consolidating its assets and further integrating its business.

In Italy, ENEL is the largest electricity company. It operates in the field of electricity generation through thermoelectric and renewable plants with an installed capacity of nearly 28 GW, of which more than 14 GW derives from plants generating energy from renewable sources. Furthermore, ENEL operates in the electricity distribution sector with more than 1.1 kilometre of grid network across the Italian Peninsula and offers an integrated package of electricity and gas products and services to its 30.4 million Italian customers. In Iberia, ENEL operates through Endesa S.A. ("**Endesa**"), which is currently 70.1 per cent. owned by ENEL. Endesa is the leading power company in Spain and, according to ENEL Group's estimates, the second leading power company in Portugal. In Spain, the Group has approximately 22.7 GW of installed capacity and a strong presence in the distribution sector as well as in the sale of electricity and gas products, with approximately

12.5 million customers. Elsewhere in Europe, ENEL operates in Romania, where it is currently the country's largest private investor in energy, with operations in power distribution and supply as well as renewable energy production. In Romania, the ENEL Group, through its distribution network, serves 2.8 million customers in three key areas of the country (Muntenia Sud, including Bucharest, Banat and Dobrogea), accounting for one third of Romania's electricity distribution market, and it is active in managing renewable generation plants through EGP. In Russia, the ENEL Group is active in the generation sector – where its subsidiary ENEL Russia controls nearly 9 GW of installed thermoelectric capacity – as well as in the retail sector, where the Group owns 49.5 per cent. of RusEnergosbyt, one of the largest independent suppliers in the country, according to the ENEL Group's estimates. In Greece and Bulgaria, the ENEL Group operates through EGP which is active in managing renewable generation plants with 0.9 GW of installed wind capacity, solar and hydro power.

The ENEL Group is one the leading players in the Latin American power market where it has direct and indirect interests in the electricity generation, transmission and distribution business, and related areas. In particular, the ENEL Group operates through its subsidiaries in 6 countries (Argentina, Brazil, Chile, Colombia, Peru and Uruguay), with nearly 21 GW of installed capacity from thermal, hydro and other renewable power plants and serves 18 million customers. In the generation sector, it owns and operates 4.4 GW in Argentina, 3.0 GW in Brazil, 7.5 GW in Chile, 3.5 GW in Colombia, 2.2 GW in Peru, and 0.1 GW in Uruguay. In the distribution sector, the ENEL Group is present in the Brazilian states of Cearà, Rio de Janeiro and Goias and in four of the largest cities in South America: Bogota, Buenos Aires, Santiago and Lima. In the transmission sector, it operates an interconnection power line between Brazil and Argentina. In addition, in Central America (mainly in Costa Rica, Guatemala, Panama and Mexico) hosts approximately 1.4 GW of wind, PV and hydroelectric plants.

In North America, ENEL Green Power North America, Inc. (“EGP-NA”), a subsidiary of EGP, is a leading owner and operator of renewable energy plants with projects operating and under development. EGP-NA owns and operates with an installed capacity of 2.1 GW powered by renewable hydropower, wind, geothermal, and solar energy. In Africa, the ENEL Group is active in South Africa with operating 0.5 GW of wind and FV plants, while in India it owns and operates wind plants in the states of Gujarat and Maharashtra with a total installed capacity of 0.2 GW.

Strategy

Global macro trends such as decarbonisation, coupled with electrification, urbanisation, and digitalisation are shaping the world of energy into a new ecosystem that is progressively transforming utilities' traditional business model.

Renewables, network infrastructures and new energy services are cornerstones of the sector's transformation and, at the same time, of ENEL's sustainable and innovation-driven strategy, which has customers as its core.

In the last three years, a sound industrial growth and the efficiency programmes already implemented have enabled the Group to progressively increase the ordinary EBITDA. Moreover, around €8 billion were recycled through ENEL active portfolio management, using funds to further simplify the company's structure and to pursue acquisitions, the most recent being Eletropaulo that increased customer base by another 7 million, reinforcing ENEL's worldwide leadership in distribution networks.

ENEL's new strategic plan, presented in November 2018, is designed to maximise the opportunities created by the energy transition and to minimise the risks associated with unpredictability, by means of:

- **Industrial Growth:** the Group is expected to deploy €27.5 billion of gross capex over the plan period, resulting in €3.2 billion incremental ordinary EBITDA, fueled by the full spectrum of investments in the three categories of Asset Development, Customers and Asset Management;
- **Decarbonisation:** in particular, paves the way for value creation, with renewables expected to generate a total of €1 billion of incremental EBITDA between 2018 and 2021; investments focused on markets with an integrated presence and on mature economies, enabling the Group to improve profitability and achieve its decarbonisation objectives. In 2021, 62% of ENEL Group’s power production is set to be emission-free, vs. 48% estimated in 2018;
- **Operational Efficiency:** €1.2 billion of cumulated benefits from efficiencies planned by 2021, mainly from digitalisation;
- **Simplification:** ENEL will continue to increase its economic interest in subsidiaries, advancing their integration into the Group and streamlining its portfolio via asset rotation, further optimising the overall return as well as risk profile;
- **Shareholder remuneration:** dividend pay-out confirmed at 70% of Group net ordinary income from 2019 onwards with a CAGR of the implicit dividend per share (“DPS”) of around +12%; a minimum DPS is extended for the first time over the next three years, ensuring a CAGR of around +9%:

	2019	2020	2021
Value creation			
Pay-out ratio	70%	70%	70%
Implicit DPS (€/sh)	0.33	0.37	0.39
Minimum dividend per share (€)	0.32	0.34	0.36

- **Human capital:** SDGs commitment relaunched to 2030. Shared Value approach to communities and people embedded in Group’s core business processes; specific additional targets introduced for SDG 9 (Industry, Innovation and Infrastructure) and 11 (Sustainable Cities and Communities);

Recent Significant Transactions

A summary of ENEL’s most recent and significant transactions, including acquisitions, joint ventures and disposals is described below.

Issue of new green bond in Europe for 1,250 million

On 9 January 2018, ENEL N.V. successfully placed its second green bond on the European market. It is reserved for institutional investors and is backed by a guarantee issued by ENEL.

The issue amounts to a total of €1,250 million and provides for repayment in a single instalment at maturity on 16 September 2026 and the payment of a fixed-rate coupon equal to 1.125 per cent., payable annually in arrears in the month of September as from September 2018. The issue price was set at 99.184 per cent. and the effective yield at maturity is equal to 1.225 per cent..

The transaction has received orders amounting to approximately €3 billion, with the significant participation of Socially Responsible Investors (“SRI”), enabling the ENEL Group to continue to diversify its investor base. The net proceeds of the issue – carried out under this Programme – will be used to finance and/or

refinance, in whole or in part, the eligible green projects of the ENEL Group identified and/or to be identified in accordance with the “Green Bond Principles” published by the International Capital Market Association (ICMA).

ENEL confirmed in ECPI sustainability indices

On 23 January 2018, ENEL was confirmed for the tenth time in the “ECPI Sustainability Index” series, which assess companies on the basis of their environmental, social and governance (“ESG”) performance. ENEL’s inclusion in the index was recognition of its clear long-term strategic view, sound operational management practices and positive work in tackling social and environmental needs. ENEL’s Spanish subsidiary Endesa has also been included in ECPI indices.

ENEL has been included in four of ECPI’s indices:

- “ECPI Global Renewable Energy Equity Index”, which selects the 40 highest ESG-rated companies active in the production or trading of energy from renewable sources;
- “ECPI Global Climate Change Equity Index”, which offers investors exposure to companies that are best placed to seize the opportunities presented by the challenge of climate change;
- “ECPI Euro ESG Equity Index”, which is composed of the 320 companies with the largest market capitalization in the Eurozone market that meet ECPI ESG criteria; and
- “ECPI World ESG Equity Index”, a broad benchmark representative of developed market companies that meet ECPI ESG criteria.

The “ECPI Index” series provides an essential tool to analyze companies’ risk and performance regarding their ESG-related activities and to assess the performance of sustainability-driven asset managers. The socially responsible criteria used to select the indices’ constituents enable investors to express their interest in sustainability issues and to move them up the corporate agenda.

Agreement to supply power in Nevada

On 25 January 2018, Enel Green Power North America (“EGPNA”) signed a Power Purchase Agreement (“PPA”) with Wynn Las Vegas whereby the resort, located on the world-famous Las Vegas Strip, will buy the energy produced by EGPNA’s new 27 MW plant Wynn Solar Facility at Stillwater.

The investment in the construction of the new 160-acre solar PV facility amounts to approximately \$40 million, in line with the investment outlined in Enel’s current strategic plan. The total output that will be produced by the PV plant and sold under the PPA with the Las Vegas resort is expected to amount to over 43,900 MWh annually.

Yankee Bond Award 2017

On 31 January 2018, ENEL was recognized by International Financing Review (“IFR”), a leading provider of global capital markets intelligence, with the 2017 Yankee Bond award for its \$5 billion triple-tranche bond issued in May 2017, which is the largest ever U.S. bond issued by an Italian corporate.

IFR praised ENEL for the outstanding execution and pricing of the deal, the company’s first U.S. dollar foray since 2013. The transaction followed a concerted marketing approach implemented over more than four years, during which ENEL updated U.S. investors on a regular basis, making them aware of the fundamental strengths of ENEL’s business.

Agreement for acquisition of Parques Eólicos Gestinver

On 2 February 2018, Enel Green Power España (“EGPE”) signed an agreement to purchase 100 per cent. of Parques Eólicos Gestinver, a company that owns five wind plants in Galicia and Catalonia with a total

capacity of about 132 MW, from the Spanish companies Elawan Energy and Genera Avante for a total price of €178 million.

Following the closing, occurred on 3 April 2018, the installed capacity of EGPE in Spain exceeds 1,806 MW, of which 1,749 MW of wind power (about 8 per cent. of total installed wind capacity in Spain), 43 MW of mini-hydro and 14 MW from other renewable resources.

Partnership agreement in Canada

On 7 February 2018, EGPNA signed a partnership agreement with Alberta Investment Management Corporation under which the Group will sell 49 per cent. of the shares in the 115 MW Riverview wind farm and the 30.6 MW Phase 2 of Castle Rock Ridge wind farm, both to be built in Alberta, Canada. The total price for the transaction, which will be paid upon closing of the deal, will be determined at commercial operation of the wind farm, which is expected by the end of 2019. Following the closing of the transaction, EGPNA will manage, operate and maintain both wind farms while retaining a 51 per cent. majority ownership of the interest in the projects.

Riverview Wind and Phase 2 of Castle Rock Ridge, which is an expansion of EGPNA's existing 76.2 MW Castle Rock Ridge wind farm, are both located in Pincher Creek, Alberta. The overall investment in the construction of the two wind farms, which are due to enter into service by the end of 2019, amounts to about \$170 million. Once operational, the two facilities are expected to generate around 555 GWh per year, more than doubling the Group's capacity in Canada, which currently stands at more than 103 MW.

The two wind farms will supply their power and renewable energy credits to the Alberta Electric System Operator ("AESO") under two 20-year Renewable Energy Support Agreements that were awarded to Enel in December 2017 in the first tender under the Province's Renewable Electricity Program.

Contract to supply demand response services in Japan

On 8 February 2018, Enel X, acting through its U.S. demand response services company EnerNOC, was awarded the delivery of 165 MW of demand response resources in Japan following the completion of a tender for balancing reserves launched by a group of Japanese utilities.

As a result of this award, which confirms ENEL as the largest independent demand response aggregator in Japan, the Group will nearly triple its virtual power plant in the Japanese market, reaching approximately 165 MW from the current 60 MW, equivalent to a market share of 17 per cent., as from July 2018.

Construction of a new wind farm in the United States

ENEL, acting through its U.S. renewable energy company Enel Green Power North America, has started construction of Diamond Vista wind farm, which will have an installed capacity of around 300 MW and will be located in Marion and Dickinson Counties, in Kansas. Once completed, Diamond Vista will further secure ENEL's position as the largest wind operator in the state with some 1,400 MW of operational wind capacity.

The planned investment in the construction of Diamond Vista amounts to about \$400 million and is part of the investment outlined in the ENEL Group's current strategic plan. The project is financed through the ENEL Group's own resources. The project is expected to enter into service by the end of 2018 and, once fully operational, will be able to generate around 1,300 GWh annually.

e-distribuzione wins tender of Italian Ministry for Economic Development for the construction of smart grids

e-distribuzione has won a national call for tenders for electricity infrastructure for the construction of smart grids for the distribution of electricity in the less developed regions, for which the Italian Ministry for

Economic Development has allocated €80 million to the National Operational Programme (NOP) on “Enterprises and Competitiveness” 2014-2020.

The tender calls for the construction, upgrading, efficiency enhancement and strengthening of electricity distribution infrastructure, or smart grids, in order to directly increase the share of electricity demand met by distributed generation from renewables. To reach this goal, e-distribuzione was awarded all of the resources currently allocated by the Italian Ministry for Economic Development to finance the initiative, with 21 projects admitted for funding (grants for 100 per cent. of costs) totaling €80 million, with two projects worth €7 million in Basilicata, seven projects worth €29 million in Campania and 12 projects worth €44 million in Sicily.

Entry into service of largest photovoltaic in Peru

On 21 March 2018, ENEL, acting through the Peruvian renewable energy subsidiary Enel Green Power Perú, began operations at the 180 MW Rubí photovoltaic plant, Peru’s largest solar plant and ENEL’s first solar facility in the country. ENEL invested about \$170 million in the construction of Rubí, as part of the investments outlined in the company’s current Strategic Plan. The project, which is located in Peru’s Mariscal Nieto province, was financed in part through ENEL Group’s own resources and in part by the European Investment Bank. The power will be sold under a 20-year power purchase agreement signed with Peru’s Ministry of Energy and Mines. Once fully operational, Rubí will be able to generate around 440 GWh per year, which will be delivered to the Peru’s National Interconnected Electricity System (SEIN).

ENEL: successful outcome of corporate reorganization in Chile

On 26 March 2018, ENEL successfully completed the public tender offer (the “Offer”) launched by Enel Chile for all of the shares of the subsidiary Enel Generación Chile held by the non-controlling shareholders of the latter. The effectiveness of the Offer was subject to the acquisition of a total number of shares that would enable Enel Chile to increase its holding in Enel Generación Chile to more than 75 per cent. of share capital from the previous 60 per cent.. The Offer was accepted by holders of shares equal to about 33.6 per cent. of the share capital of Enel Generación Chile, thereby enabling Enel Chile to increase its interest in Enel Generación Chile to 93.55 per cent. of the share capital. The operation was part of the simplification of the Group, one of the five key pillars of the Strategic Plan. ENEL intends to continue reducing the number of operating companies in South America, with the goal of reaching fewer than 30 operating companies in the region by 2020, compared with the 53 present in the area at the end of 2017.

On 25 March 2018, the date of publication of the notice of the outcome of the Offer (*aviso de resultado*), the acceptance of the Offer of Chile by the non-controlling shareholders of Enel Generación Chile who participated took effect. Following the reorganization described above, ENEL’s direct and indirect interest in Enel Chile is equal to about 62 per cent. of the share capital of the latter, compared with 60.6 per cent. previously held.

Merger of Enel Green Power South America SA in Enel Chile

On 2 April 2018, the merger of the renewable company Enel Green Power South America SA into Enel Chile and the capital increase of the latter serving the merger took effect. On the same date, the shareholders of Enel Chile who had exercised their right of withdrawal in response to the merger were paid the value of their shares.

Renewables tender won in India

On 6 April 2018, ENEL, acting through its Indian renewables subsidiary BLP Energy Private Limited, won the first ever renewable energy tender in India, acquiring the right to sign a 25-year energy supply contract for a 285 MW wind farm in the State of Gujarat. The project was awarded under a 2 GW national wind power tender organized by the government company Solar Energy Corporation of India (“SECI”).

ENEL will be investing more than \$290 million in the construction of this wind farm, which will be supported by a contract for the sale of specified volumes of power over a 25-year period to SECI. The plant, which is scheduled to start operations in the second half of 2019, will be able to generate more than 1,000 GWh of renewable energy every year, making a significant contribution to both India's need for new generation capacity and achieving the country's environmental goals. The current Indian government has set a target of installing 100 GW of solar capacity and 60 GW of wind capacity by 2022, up from around 20 GW of solar and 33 GW of wind today.

Public tender offer for Eletropaulo

On 17 April 2018, ENEL announced that Enel Brasil Investimentos Sudeste SA ("**Enel Sudeste**"), a company fully owned by ENEL's Brazilian subsidiary Enel Brasil SA ("**Enel Brasil**"), had launched a voluntary tender offer for the acquisition of the entire share capital of the Brazilian power distribution company Eletropaulo Metropolitana Eletricidade de São Paulo SA ("**Eletropaulo**"), for a price per share of 28.0 Brazilian reais, subject to the acquisition of a total number of shares representing more than 50 per cent. of the company's share capital.

On 31 May 2018, Enel Sudeste announced that it had improved the terms and conditions of the offer, increasing the offer price to 45.22 Brazilian reais per share.

On 5 June 2018, Enel Sudeste received confirmation from the Brazilian authorities of the tendering of 122,799,289 shares, equal to 73.38 per cent. of the company's share capital, the price of which was paid on 7 June 2018.

As required under Brazilian stock exchange regulations, the shareholders of Eletropaulo had the opportunity to participate in the tender in the subsequent 30 days (until 4 July 2018). In that period, Enel Sudeste acquired, at the same price of 45.22 Brazilian reais per share, an additional 33,359,292 shares of the company, equal to 19.9 per cent. of the share capital. The overall interest held by Enel Sudeste thus increased to 93.31 per cent. of Eletropaulo's share capital.

The overall investment of Enel Sudeste to acquire the holding totals about 7,069 million Brazilian reais, equal to about €1,571 million.

This amount is in addition to the investment needed to fund the commitment of Enel Sudeste to subscribe its prorated share (and any unsubscribed portion) of an upcoming capital increase by Eletropaulo of at least 1,500 million Brazilian reais, equal to about €333 million. In this regard, on 26 June 2018, Enel Sudeste made a payment for a future capital increase of Eletropaulo in the amount of 900 million reais, equal to about €200 million.

On 26 June 2018, the Brazilian energy regulator (*Agência Nacional de Energia Elétrica* or ANEEL) announced its approval of the acquisition of control of Eletropaulo by Enel Sudeste following the successful tender offer.

The transaction is consistent with the ENEL Group's current Strategic Plan and, if successful, would represent another step forward in strengthening the Group's presence in the distribution sector in Brazil.

Restructuring of hybrid bond portfolio

On 15 May 2018, ENEL successfully launched a non-convertible multitranches bond for institutional investors on the European market in the form of subordinated hybrid securities with an average maturity of about seven years, denominated in euros and amounting to €1.250 billion. The operation received orders in excess of €3 billion.

The operation was undertaken in execution of the ENEL Board resolution of 9 May 2018, which authorized ENEL to issue, by 31 December 2019, one or more non-convertible subordinated hybrid bonds in the maximum amount of €3,5 billion. The issue was structured in the following tranches:

- €500 million, maturing on 24 November 2078 with an annual fixed coupon of 2.500 per cent. until the first early redemption date of 24 November 2023. As from that date and until maturity, the rate will be equal to the Euro Mid Swap rate plus a spread of 209.6 basis points, increased by an additional spread of 25 basis points as from 24 November 2018, and a further 75 basis points as from 24 November 2043. The fixed coupon is payable each year in arrears in the month of November as from 24 November 2018. The issue price has been set at 99.375 per cent. and the effective yield at the first early redemption date is equal to 2.625 per cent..
- €750 million, maturing 24 November 2081 with an annual fixed coupon of 3.375 per cent., until the first early redemption date of 24 November 2026. As from that date and until maturity, the rate will be equal to the Euro Mid Swap rate plus a spread of 258 basis points, increased by an additional spread of 25 basis points as from 24 November 2031, and a further 75 basis points as from 24 November 2046. The fixed coupon is payable each year in arrears in the month of November, as from 24 November 2018. The issue price has been set at 99.108 per cent. and the effective yield at the first early redemption date is equal to 3.500 per cent.

The scheduled settlement date was 24 May 2018.

In addition, on 14 May 2018, ENEL announced that:

- following the non-binding voluntary exchange offer launched by ENEL, from 14 May 2018 to 18 May 2018, ENEL will purchase and subsequently cancel a maximum of up to €500 million of the hybrid bond of €1,000 million maturing 15 January 2075, with the first early redemption date of 15 January 2020. The consideration for the purchase will consist of:
 - an increase in the value of the newly issued tranche described above maturing 24 November 2078 by the same nominal amount;
 - a cash payment for the difference between the repurchase value and the nominal value, to be determined at the closure of the offer;
- following the non-binding voluntary tender offer launched by ENEL from 14 May 2018 to 18 May 2018, ENEL will purchase and subsequently cancel the portion actually repurchased of the hybrid bond of €1,250 million maturing 10 January 2074, with the first early redemption date of 10 January 2019 (the “**January 2074 Notes**”).
- The repurchase will be carried out in cash and the final amount depends on investor participation in the offer.

With specific reference to the January 2074 Notes, on 14 December 2018, ENEL has given a notice to the noteholders informing, *inter alia*, that (i) following the liability management exercise concluded in May 2018, the amount currently outstanding of the January 2074 Notes equals to €518,256,000 and (ii) a procedural issue has prevented a timely notification of the optional redemption notice according to the terms of the January 2074 Notes and, accordingly, ENEL intends to offer noteholders the ability to redeem the outstanding of the January 2074 Notes at par at or around the same date of the first reset date via a tender offer to be launched in the near future, in order to ensure noteholders of the January 2074 Notes adhering to the offer to benefit of the same economic conditions.

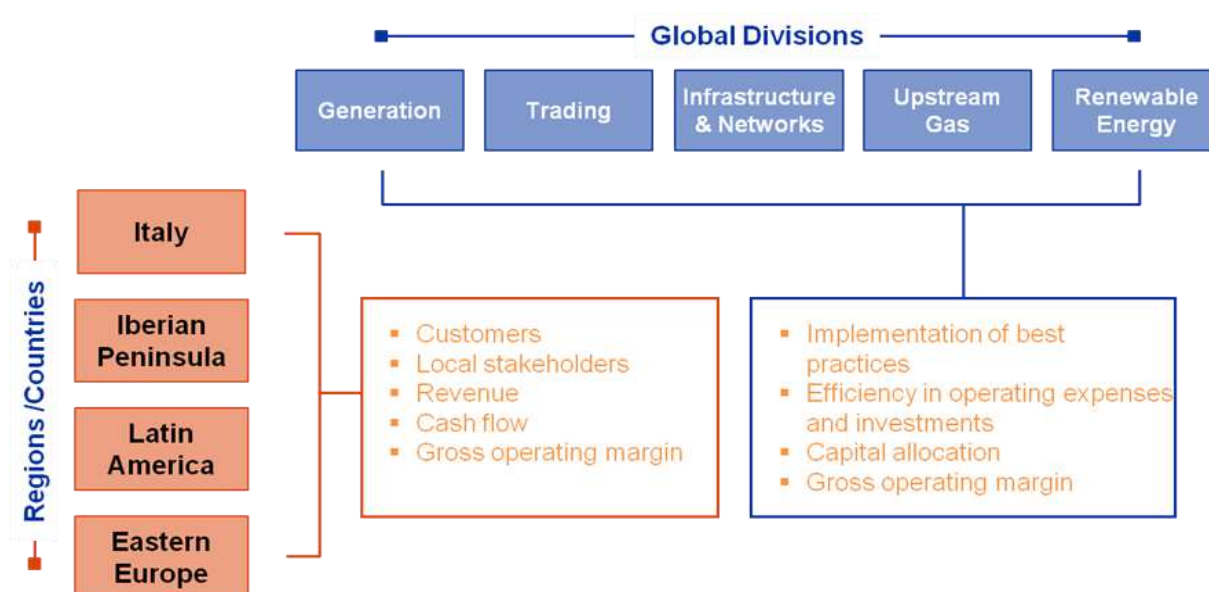
The ENEL Group

The Organisational Structure

The 2014 organisational structure of the ENEL Group

On 31 July 2014, the ENEL Group adopted a new organisational structure (the “**2014 Organisational Structure**”), which was based on a matrix of divisions and geographical areas and is focused on the industrial objectives of the ENEL Group, with a clear specification of roles and responsibilities aimed at:

- pursuing and maintaining technological leadership in the sectors in which the ENEL Group operates, thus ensuring operational excellence;
- maximising the level of service offered to customers in local markets.



As a result of the adoption of the New Organisational Structure, the ENEL Group was able to reduce the complexity in the execution of management actions and the analysis of the key factors for value creation.

In particular, the 2014 Organisational Structure of the ENEL Group was based on a matrix which included:

- Divisions (Global Generation; Global Infrastructures and Networks; Renewable Energy; Global Trading; Upstream Gas), which were responsible for managing and developing assets, optimising their performance and the return on capital employed in the various geographical areas in which the Group operates. Global Divisions were also responsible for improving efficiency in managed processes as well as sharing best practices globally. The ENEL Group benefits from a centralised industrial overview on projects carried out under the different business lines. Any single project has to be evaluated on its financial return as well as taking into account the best available technologies at ENEL Group level;
- Regions and Countries (Italy; Iberian Peninsula; Latin America; Eastern Europe), which are responsible for managing relationships with institutional bodies and regulatory authorities, as well as

selling electricity and gas in each of the countries in which the ENEL Group is present, while also providing staff and other service support to the divisions;

The following functions provided support to ENEL Group's business operations:

- Global Service Functions (Procurement; ICT), which are responsible for managing information and communication technology activities and procurement at the ENEL Group level;
- Holding Company Functions (Administration, Finance and Control; Human Resources and Organisation; Communication; Legal and Corporate Affairs; Audit; European Affairs; Innovation and Sustainability), which are responsible for managing governance processes at the ENEL Group level.

A new organisational structure replaced (with effect from 1 January 2015) the 2014 Organisational Structure adopted by the Group in July 2014. The 2015 Organisational Structure has modified (with effect from 1 January 2015) the reporting structure and the evaluation of economic and financial performance of the Group and, accordingly, the representation of the consolidated results of the Group.

Subsequent amendments to the 2015 Organisational Structure

The 2015 Organizational Structure described above was modified on 8 April 2016, partly in relation to the EGP Integration. More specifically, the main organisational changes included:

- The reorganisation of the ENEL Group's geographical presence, with a focus on the countries that represent new business opportunities around the world and in which the ENEL Group's presence was established through EGP. The ENEL Group has therefore shifted from a matrix of four geographical areas to one with six such areas. The structure retains the Country "Italy" and the areas "Iberia" and "Latin America", while the Eastern Europe area has been expanded into the "Europe and North Africa" area. Two new geographical areas have also been created: "North and Central America" and "Sub-Saharan Africa and Asia". These six areas will continue to maintain a presence and integrate businesses at the local level, seeking to foster the development of all segments of the value chain. At the geographical level, in countries in which the ENEL Group operates in both the conventional and renewable generation businesses, the position of Country Manager will be unified;
- The convergence of the entire hydroelectric business within the Renewable Energy division; and
- The integrated management of dispatching of all renewable and thermal generation plants by Energy Management at the Country level in accordance with the guidelines established by the Global Trading division.

On 28 April 2017, the ENEL Group adopted a new organisational structure, introducing a new Global Business Line, called "Enel X". It is intended to foster greater customer focus and digitisation as accelerators of value within the 2017-2019 Strategic Plan.

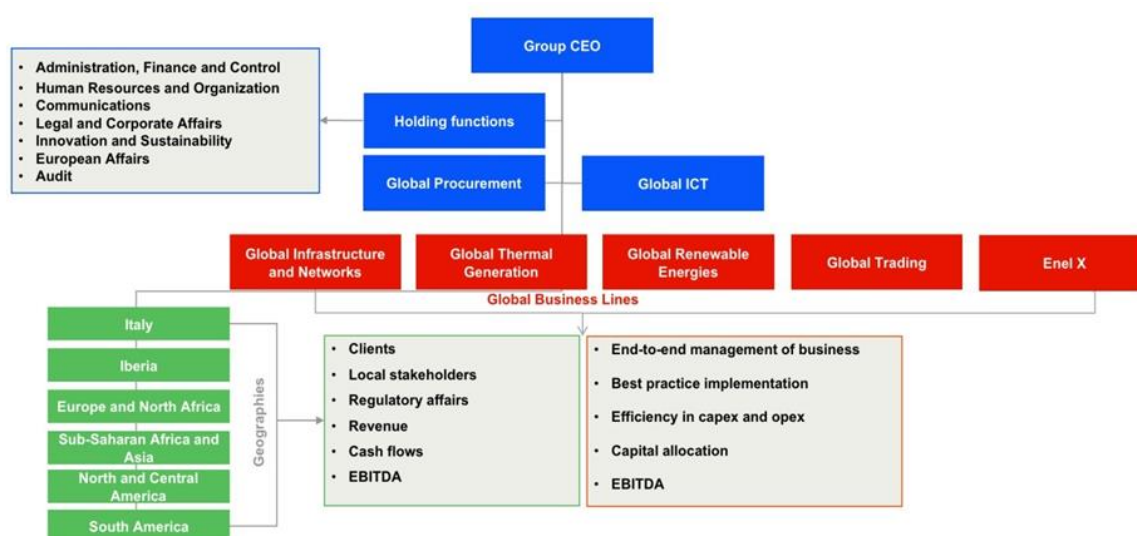
More specifically, the new ENEL Group structure is organised, like the previous one, into a matrix that includes:

- *Divisions* (Global Thermal Generation and Trading, Global Infrastructure and Networks, Renewable Energy, Enel X), which are responsible for managing and developing assets, optimising their performance and the return on capital employed in the various geographical areas in which the Group operates. The divisions are also in charge for improving the efficiency of the processes they manage and sharing best practices at the global level. The Group will benefit from a centralised industrial vision of projects in the various business lines. Each project will be assessed not just on the basis of its financial return but also in relation to the best technologies available at Group level;

- *Regions and Countries* (Italy, Iberia, South America, Europe and North Africa, North and Central America, Sub-Saharan Africa and Asia), which are responsible for managing relationships with institutional bodies and regulatory authorities, as well as selling electricity and gas, in each of the countries in which the Group is present, while also providing staff and other service support to the divisions.

The following functions provide support to ENEL Group's business operations:

- *Global service functions* (Procurement and ICT), which are responsible for managing information and communication *technology* activities and procurement at Group level;
- *Holding company functions* (Administration, Finance and Control, Human Resources and Organisation, Communication, Legal and Corporate Affairs, Audit, European Union Affairs, and Innovation and Sustainability), which are responsible for managing governance processes at Group level.



Six months ended 30 June 2018⁽¹⁾

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
€'000 m								
Revenue and other income from third parties	18,019	9,668	6,589	1,129	556	48	18	36,027
Revenue and other income from transactions with other segments	356	26	4	4	—	—	(390)	—
Total revenue and	18,375	9,694	6,593	1,133	556	48	(372)	36,027

Six months ended 30 June 2018⁽¹⁾

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
other income								
Net income/(expense) from commodity contracts measured at fair value.....	90	25	7	—	5	—	—	127
Gross operating margin⁽²⁾	3,701	1,754	2,014	254	290	27	(183)	7,857
Depreciation, amortization and impairment losses	1,220	854	642	103	126	25	12	2,982
Operating income	2,481	900	1,372	151	164	2	(195)	4,875
Capital expenditure⁽³⁾ ..	986	528	836	138	583	7	36	3,114

Note:

- (1) Segment revenue and other income includes both revenue from third parties and revenue flows between the segments. An analogous approach was taken for other income and costs for the period
- (2) The following table provides a reconciliation of Gross operating margin for the period indicated:

Six months ended 30 June 2018

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Operating income	2,481	900	1,372	151	164	2	(195)	4,875
add back:.....								
Depreciation, amortization and impairment losses	1,220	854	642	103	126	25	12	2,982
Gross operating margin (or EBITDA) ..	3,701	1,754	2,014	254	290	27	(183)	7,857

- (3) The following table provides a reconciliation of Capital expenditure for the period indicated:

Six months ended 30 June 2018

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Increases from new investments of the period in Property, Plant and Equipment.....	837	457	542	132	572	7	8	2,555
Increases from new investments of the period in Intangible Assets	149	71	294	6	11	—	28	559
Capital expenditure.....	986	528	836	138	583	7	36	3,114

Six months ended 30 June 2017⁽¹⁾

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Revenue and other income from third parties	18,317	9,939	6,497	1,139	362	46	15	36,315
Revenue and other income from transactions with other segments	355	21	16	18	3	—	(413)	—
Total revenue and other income.....	18,672	9,960	6,513	1,157	365	46	(398)	36,315
Net income/(expense) from commodity contracts measured at fair value.....	339	(48)	2	—	—	—	(15)	278
Gross operating margin⁽²⁾.....	3,667	1,596	2,058	277	218	28	(166)	7,678
Depreciation, amortization and impairment losses	1,118	807	671	105	95	21	7	2,824

Six months ended 30 June 2017⁽¹⁾

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Operating income	2,549	789	1,387	172	123	7	(173)	4,854
Capital expenditure ⁽³⁾ ..	740	350	1,381	153	813	21	7	3,465

Notes:

- (1) Segment revenue and other income includes both revenue from third parties and revenue flows between the segments. An analogous approach was taken for other income and costs for the period
- (2) The following table provides a reconciliation of Gross operating margin for the period indicated:

Six months ended 30 June 2017

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Operating income	2,549	789	1,387	172	123	7	(173)	4,854
add back:.....								
Depreciation, amortization and impairment losses	1,118	807	671	105	95	21	7	2,824
Gross operating margin (or EBITDA) ..	3,667	1,596	2,058	277	218	28	(166)	7,678

- (3) The following table provides a reconciliation of Capital expenditure for the period indicated:

Six months ended 30 June 2017

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Increases from new investments of the period in Property, Plant and Equipment	674	308	1,113	149	797	18	(2)	3,057
Increases from new investments of the period in Intangible Assets	66	42	268	4	16	3	9	408
Capital expenditure	740	350	1,381	153	813	21	7	3,465

Year ended 31 December 2017⁽¹⁾

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Revenue and other income from third parties	37,900	19,940	13,126	2,374	1,185	96	18	74,639
Revenue and other income from transactions with other segments	881	54	28	37	2	—	(1,002)	—
Total revenue and other income.....	38,781	19,994	13,154	2,411	1,187	96	(984)	74,639
Net income/(expense) from commodity contracts measured at fair value.....	537	13	26	—	2	—	—	578
Gross operating margin⁽²⁾.....	6,863	3,573	4,204	543	759	57	(346)	15,653
Depreciation, amortization and impairment losses	2,393	1,731	1,234	237	206	42	18	5,861
Operating income	4,470	1,842	2,970	306	553	15	(364)	9,792

Year ended 31 December 2017⁽¹⁾

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Capital expenditure ⁽³⁾	1,812	1,105	3,002	307	1,802	30	72	8,130

Notes:

- (1) Segment revenue and other income includes both revenue from third parties and revenue flows between the segments. An analogous approach was taken for other income and costs for the period.
- (2) The following table provides a reconciliation of Gross operating margin for the period indicated:

Year ended 31 December 2017

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Operating income	4,470	1,842	2,970	306	553	15	(364)	9,792
add back:.....								
Depreciation, amortization and impairment losses	2,393	1,731	1,234	237	206	42	18	5,861
Gross operating margin (or EBITDA) ..	6,863	3,573	4,204	543	759	57	(346)	15,653

- (3) The following table provides a reconciliation of Capital expenditure for the period indicated:

Year ended 31 December 2017

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
<i>€'000 m</i>								
Increases from new	1,499	972	2,205	296	1,811	26	48	6,857

Year ended 31 December 2017

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
	<i>€'000 m</i>							
investments of the period in Property, Plant and Equipment								
Increases from new investments of the period in Intangible Assets	313	133	797	11	(9)	4	24	1,273
Capital expenditure	1,812	1,105	3,002	307	1,802	30	72	8,130

Year ended 31 December 2016⁽¹⁾

	Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia	Other, eliminations and adjustments	Total
	<i>€'000 m</i>							
Revenue and other income from third parties	36,091	18,831	10,739	3,618	1,122	29	162	70,592
Revenue and other income from transactions with other segments	954	122	29	180	3	—	(1,288)	—
Total revenue and other income	37,045	18,953	10,768	3,798	1,125	29	(1,126)	70,592
Net income/(expense) from commodity contracts measured at fair value	(266)	131	9	(6)	(1)	—	—	(133)
Gross operating margin⁽²⁾	6,618	3,562	3,556	762	833	14	(69)	15,276
Depreciation, amortization and impairment losses	2,348	1,796	1,393	476	268	19	55	6,355
Operating income	4,270	1,766	2,163	286	565	(5)	(124)	8,921
Capital expenditure⁽³⁾	1,894	1,147	3,069	265	1,832	304	41	8,552

Notes:

- (1) Segment revenue and other income include both revenues from third parties and revenue flows between the segments. An analogous approach was taken for other income and costs for the year.
- (2) The following table provides a reconciliation of Gross operating margin for the period indicated:

Year ended 31 December 2016								
Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub- Saharan Africa and Asia	Other, eliminati ons and adjustme nts	Total	
<i>€'000 m</i>								
Operating income	4,270	1,766	2,163	286	565	(5)	(124)	8,921
add back:.....								
Depreciation, amortization and impairment losses	2,348	1,796	1,393	476	268	19	55	6,355
Gross operating margin (or EBITDA) ..	6,618	3,562	3,556	762	833	14	(69)	15,276

- (3) The following table provides a reconciliation of Capital expenditure for the period indicated:

Year ended 31 December 2016								
Italy	Iberia	South America	Europe and North Africa	North and Central America	Sub- Saharan Africa and Asia	Other, eliminati ons and adjustme nts	Total	
<i>€'000 m</i>								
Increases from new investments of the period in Property, Plant and Equipment.....	1,596	1,003	2,639	258	1,820	301	20	7,637
Increases from new investments of the period in Intangible Assets	298	144	430	7	12	3	21	915
Capital expenditure.....	1,894	1,147	3,069	265	1,832	304	41	8,552

Principal Activities and Results by Regions/Countries – Global Business Divisions

Organisational Chart

The following organisational chart lists the principal legal entities operating in the ENEL Group's geographical areas established in accordance with the New Organisational Structure as of 30 June 2018.

ENEL is the holding company of the ENEL Group and therefore is dependent upon the business carried out by each of the entities within the ENEL Group.

Italy	Iberia	South America
e-distribuzione (formerly ENEL Distribuzione)	Endesa Group	ENEL Americas
ENEL Energia	Enel Green Power España SL	Enel Chile
ENEL Produzione	ENDESA X	Eletropaulo Metropolitana
Enel Green Power S.p.A.		Eletricidade De Sao Paulo S.A.
Servizio Elettrico Nazionale		Enel Green Power Chile Ltda
ENEL Global Trading S.p.A.		
ENEL X Italia S.p.A.		
ENEL X Mobility		
Nuove Energie		
Europe and North Africa	North and Central America	Sub-Saharan Africa and Asia
ENEL Distributie Banat	Enel Green Power North America Inc.	Enel Green Power Rsa (PTY) Ltd
ENEL Distributie Dobrogea	Enel Green Power Mexico Srl De Cv	BLP Energy Private Limited
	EnerNOC Inc.	
ENEL Distributie Muntenia		
ENEL Energie		
ENEL Energie Muntenia		
ENEL Russia		
ENEL Productie		
ENEL Romania		
ENEL Servicii Comune		
EGP Romania		
EGP Hellas		
LLC Azovskaya VES		
LLC Windlife Cola Vetro		

Other

ENEL S.p.A.

ENEL Finance International

Enel X S.R.L.

In addition to ENEL, further 13 companies of the ENEL Group have their shares listed on the stock exchanges of, *inter alia*, Spain, Argentina, Brazil, Chile, Peru, Russia and the United States.

Italy – Operations

Following the adoption of the New Organisational Structure by the ENEL Group, the operating companies included in the Country “Italy” are mainly: (i) e-Distribuzione S.p.A., a joint stock company active in electricity distribution; (ii) ENEL Energia S.p.A. and Servizio Elettrico Nazionale S.p.A., joint stock companies active in electricity sales; (iii) ENEL Produzione, a joint stock company active in power generation (iv) ENEL Global Trading S.p.A., a joint stock company active in electricity and gas trading and wholesale; (v) Enel Italia S.r.l. a joint stock company and a limited liability company respectively, active in supporting services, engineering and development activities for the Group companies; and (vi) Enel X Italia S.p.A. and ENEL X Mobility, startup companies with the infrastructure and expertise of a global innovator to help businesses and communities create, store, use, and share energy more efficiently, sustainably and strategically.

Net electricity generation

The ENEL Group, through the operation of its divisions, is the primary electricity producer in Italy.

The following table sets forth the net electricity production of the Country “Italy” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
			<i>Millions of kWh (except %)</i>	
Thermal	12,815	16,166	(3,351)	(20.7)%
Hydroelectric	10,183	7,657	2,526	33.0%
Other resources	3,646	3,549	97	2.7%
Total net generation.....	26,644	27,372	(728)	(2.7)%

The following table sets forth the net electricity production of the Country “Italy” for the year ended 31 December 2017 and 31 December 2016.

	Year ended 30 December		Change	
	2017	2016		
			<i>Millions of kWh (except %)</i>	
Thermal	32,421	37,609	(5,188)	(13.8)%
Hydroelectric	14,025	16,052	(2,027)	(12.6)%
Other resources	7,072	7,252	(180)	(2.5)%

	Year ended 30 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Total net generation	53,518	60,913	(7,395)	(12.1)%

Transport of electricity

The ENEL Group is the main distributor of electricity in Italy (with 112,082 kWh of electricity transported in the six months ended 30 June 2018, 227,322 kWh of electricity transported in 2017 and 224,100 kWh in 2016) and owns the main distribution network (extending 1,149,218 kilometres as of 31 December 2017).

The following table sets forth the volume of electricity transported through the network of the Country “Italy” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Electricity transported on ENEL’s distribution network ⁽¹⁾	112,082	111,947	135	0.1%

Note:

(1) The figure for 2017 takes account of a more accurate calculation of quantities transported

The following table sets forth the volume of electricity transported through the network of the Country “Italy” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Electricity transported on ENEL’s distribution network ⁽¹⁾	227,322	224,100	3,222	1.4%

Note:

(1) The figure for 2016 takes account of a more accurate calculation of quantities transported.

Electricity Sales

Since 1 July 2007, in applying Legislative Decree No. 73/07, as subsequently converted into law by Law No. 215 of 3 August 2007, the Italian energy market has been deregulated and all end users can choose their supplier on the unregulated market.

Within the framework of deregulation, Legislative Decree No. 73/07 introduced certain alternative electricity supply services: (i) the Universal Service, with contractual conditions and rates established by the Authority for Electricity and Gas (the “**Authority**”), limited to residential customers and small business clients, which

are supplied at a low voltage and which have not chosen their supplier on the unregulated market or were left deprived of a supply service; and (ii) the Last-Resort Service, providing predetermined rates to certain medium- and large-sized clients. For further details, see “Regulation” below.

The following table sets forth the electricity sales for the Country “Italy” on the free market, the regulated market and in total for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Free market:				
business to consumer	6,440	5,938	502	8.5%
business to business	24,105	21,295	2,810	13.2%
safeguard market customers	1,095	757	338	44.6%
Total free market	31,640	27,990	3,650	13.0%
Regulated market:				
enhanced protection market customers	19,976	21,370	(1,394)	(6.5)%
Total	51,616	49,360	2,256	4.6%

The following table sets forth the electricity sales for the Country “Italy” on the free market, the regulated market and in total for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Free market:				
- business to consumer	12,475	11,257	1,218	10.8%
- business to business	44,735	35,024	9,711	27.7%
- safeguard market customers	2,052	2,021	31	1.5%
Total free market	59,262	48,302	10,960	22.7%
Regulated market:				
- enhanced protection market customers	43,958	45,837	(1,879)	(4.1)%
Total	103,220	94,139	9,081	9.6%

The ongoing process of liberalisation in the electricity market, started in 2007, has affected the composition of clients served by the ENEL Group in Italy. Specifically, there has been a reduction in the number of clients on the Universal Service and Last-Resort Service markets, while the number of clients on the unregulated market has increased, mainly due to the migration of mass-market clients (including residential customers and small business clients) to the unregulated market after 1 July 2007 (the date on which all clients became Eligible Clients).

Gas Sales

The following table sets forth the volume of gas sold in the Country “Italy” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
business to consumer	1,906	1,765	141	8.0%
business to business	1,027	1,121	(94)	(8.4)%
Total	2,933	2,886	47	1.6%

The following table sets forth the volume of gas sold in the Country “Italy” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
business to consumer	2,910	2,815	95	3.4%
business to business	1,901	1,776	125	7.0%
Total.....	4,811	4,591	220	4.8%

Italy – Performance

The following table sets forth the Country “Italy” revenue and other income, operating income, operating margin and capital expenditures for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	18,375	18,672	(297)	(1.6)%
Gross operating margin.....	3,701	3,667	34	0.9%
Operating income	2,481	2,549	(68)	(2.7)%
Capital expenditure.....	986	740	246	33.2%

The following table sets forth the Country “Italy” revenue and other income, operating income, operating margin and capital expenditures for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	38,781	37,045	1,736	4.7%

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Gross operating margin.....	6,863	6,618	245	3.7%
Operating income	4,470	4,270	200	4.7%
Capital expenditure.....	1,812	1,894	(82)	(4.3)%

The following table sets forth the revenue and other income generated by each of the business lines comprising the Country “Italy” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Generation and Trading	8,880	9,360	(480)	(5.1)%
Infrastructure and Networks	3,813	3,792	21	0.6%
Renewables.....	1,059	941	118	12.5%
End-user markets	8,100	8,073	27	0.3%
Enel X.....	89	—	89	—
Services	626	545	81	14.9%
Eliminations and adjustments	(4,192)	(4,039)	(153)	(3.8)%
Total	18,375	18,672	(297)	(1.6)%

The following table sets forth the revenue and other income generated by each of the business lines comprising the Country “Italy” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Generation and Trading	19,919	19,403	516	2.7%
Infrastructure and Networks	7,584	7,237	347	4.8%
Renewables.....	1,822	1,796	26	1.4%
End-user markets	16,256	15,323	933	6.1%
Services	1,314	1,207	107	8.9%
Eliminations and adjustments	(8,114)	(7,921)	(193)	(2.4)%
Total	38,781	37,045	1,736	4.7%

Iberia – Operations

The activities carried out in the Region “Iberia” focus on developing ENEL’s presence and coordinating its operations in the electricity and gas markets of the Spain and Portugal, including formulating growth strategies in the related regional markets.

Following the adoption of the New Organisational Structure by the Group, the main companies included in the Region “Iberia” are: (i) Endesa Energia and Endesa Energia XXI, which are both active in electricity sales; (ii) Endesa Generacion, Gesa, Unelco and Endesa Generacion Portugal, each of which is active in power generation; (iii) Endesa Distribucion which is active in electricity distribution; and (iv) ENDESA X that provides value added services and is active in the public lighting business.

Net electricity generation

The following table sets forth the net electricity production for the Region “Iberia” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Thermal	15,777	19,676	(3,899)	(19.8)%
Nuclear	11,769	13,096	(1,327)	(10.1)%
Hydroelectric	5,289	3,140	2,149	68.4%
Wind	2,020	1,753	267	15.2%
Other sources	13	13	—	—
Total net generation.....	34,868	37,678	(2,810)	7.5%

The following table sets forth the net electricity production for the Region “Iberia” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Thermal	43,754	35,525	8,229	23.2%
Nuclear	26,448	25,921	527	2.0%
Hydroelectric	5,038	7,288	(2,250)	(30.9)%
Wind	3,351	3,422	(71)	(2.1)%
Other sources	27	167	(140)	(83.8)%
Total net generation.....	78,618	72,323	6,295	8.7%

Transport of electricity

The following table sets forth the volume of electricity transported through the network of the Region “Iberia” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Electricity transported on ENEL's distribution network ⁽¹⁾	55,064	54,803	261	0.5%

Note:

(1) The figure for 2017 takes account of a more accurate calculation of quantities transported

The following table sets forth the volume of electricity transported through the network of the Region "Iberia" for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Electricity transported on ENEL's distribution network ⁽¹⁾	112,004	109,201	2,803	2.5%

Note:

(1) The figure for 2016 takes account of a more accurate calculation of quantities transported

Electricity Sales

The ENEL Group in the Region "Iberia" offers its medium and large-sized business clients a wide variety of electricity contracts with fixed or variable prices, and similarly offers its residential and small business clients numerous different tariff plans.

The following table sets forth the electricity sales of the Region "Iberia" in total for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Electricity sold.....	44,584	47,156	(2,572)	(5.8)%

The following table sets forth the electricity sales of the Region "Iberia" in total for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Electricity sold.....	96,514	93,490	3,024	3.1%

Iberia – Performance

The following table sets forth the Region “Iberia” revenue and other income, operating income, operating margin and capital expenditures for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	9,694	9,960	(266)	(2.7)%
Gross operating margin.....	1,754	1,596	158	9.9%
Operating income	900	789	111	14.1%
Capital expenditure.....	528	350	178	50.9%

The following table sets forth the Region “Iberia” revenue and other income, operating income, operating margin and capital expenditures for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Revenue.....	19,994	18,953	1,041	5.5%
Gross operating margin.....	3,573	3,562	11	0.3%
Operating income	1,842	1,766	76	4.3%
Capital expenditure.....	1,105	1,147	(42)	(3.7)%

The following table sets forth the revenue and other income generated by each of the business lines comprising the Region “Iberia” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Generation and Trading.....	2,758	2,938	(180)	(6.1)%
Infrastructure and Networks	1,337	1,277	60	4.7%
Renewables.....	388	290	98	33.8%
End-user markets	7,412	7,944	(532)	(6.7)%
Enel X.....	104	—	104	—
Services	242	222	20	9.0%
Eliminations and adjustments	(2,547)	(2,711)	164	6.0%
Total.....	9,694	9,960	(266)	(2.7)%

The following table sets forth the revenue and other income generated by each of the business lines comprising the Region “Iberia” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Generation and Trading	6,233	4,893	1,340	27.4%
Infrastructure and Networks	2,786	2,569	217	8.4%
Renewables	497	665	(168)	(25.3)%
End-user markets	15,798	14,121	1,677	11.9%
Services	475	249	226	90.8%
Eliminations and adjustments	(5,795)	(3,544)	(2,251)	(63.5)%
Total.....	19,994	18,953	1,041	5.5%

South America – Operations

The other segment resulting from the separation of the “Iberia and South America” division in accordance with the New Organisational Structure is the Region “South America”.

The activities carried out in the Region “South America” focus on developing ENEL’s presence and coordinating its operations in the electricity and gas markets of South America (in particular, in Chile, Colombia, Brasil, Argentina and Peru) and Central America, including formulating growth strategies in the related regional markets.

Following the adoption of the New Organisational Structure by the Group, the countries included in the Region “South America” are mainly: (i) Chile; (ii) Argentina; (iii) Brazil; (iv) Peru; and (v) Colombia.

Net electricity generation

The following table sets forth the net electricity generation for the Region “South America” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Thermal	12,588	13,895	(1,307)	(9.4)%
Hydroelectric	16,437	15,558	879	5.6%
Wind	2,663	1,397	1,266	90.6%
Other resources	1,451	548	903	—
Total net generation	33,139	31,398	1,741	5.5%
- of which Argentina	7,295	7,779	(484)	(6.2)%
- of which Brazil	4,498	2,942	1,556	52.9%
- of which Chile	10,101	9,747	354	3.6%
- of which Colombia	6,732	7,443	(711)	(9.6)%
- of which Peru.....	4,444	3,409	1,035	30.4%

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
-of which other countries	69	78	(9)	(11.5)%

The following table sets forth the net electricity generation for the Region “South America” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Thermal	25,727	26,268	(541)	(2.1)%
Hydroelectric	33,597	32,619	978	3.0%
Wind	3,661	2,451	1,210	49.4%
Other resources	1,642	827	815	98.5%
Total net generation	64,627	62,165	2,462	4.0%
- of which Argentina	14,825	13,124	1,701	13.0%
- of which Brazil	7,161	5,474	1,687	30.8%
- of which Chile	20,231	19,728	503	2.5%
- of which Colombia	14,766	14,952	(186)	(1.2)%
- of which Peru.....	7,493	8,698	(1,205)	(13.9)%
-of which other countries	151	189	(389)	(20.1)%

Transport of electricity

The following table sets forth the volume of electricity transported through the network of the Region “South America” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Electricity transported on ENEL’s distribution network.....	49,435	44,855	4,580	10.2%
- of which Argentina	9,042	9,090	(48)	(0.5)%
- of which Brazil	21,343	16,850	4,493	26.7%
- of which Chile	8,130	8,074	56	0.7%
- of which Colombia	6,880	6,783	97	1.4%
- of which Peru.....	4,040	4,058	(18)	(0.4)%

The following table sets forth the volume of electricity transported through the network of the Region “South America” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Electricity transported on ENEL’s distribution network ⁽¹⁾	90,655	78,525	12,130	15.4%
- of which Argentina.....	17,737	18,493	(756)	(4.1)%
- of which Brazil.....	34,876	22,809	12,067	52.9%
- of which Chile.....	16,318	15,809	509	3.2%
- of which Colombia.....	13,790	13,632	158	1.2%
- of which Peru.....	7,934	7,782	152	2.0%

Note:

(1) The figure for 2016 reflects a more accurate measurement of quantities transported

Electricity Sales

The ENEL Group in the Region “South America” offers its medium-sized and large-sized business clients a wide variety of electricity contracts with fixed or variable prices and similarly offers its residential and small business clients numerous different tariff plans.

The following table sets forth the electricity sales of the Region “South America” in total for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Electricity sold.....	38,877	37,263	1,614	4.3%
- of which Argentina.....	7,550	7,643	(93)	(1.2)%
- of which Brazil.....	17,034	14,987	2,047	13.7%
- of which Chile.....	6,447	6,577	(130)	(2.0)%
- of which Colombia.....	4,392	4,629	(237)	(5.1)%
- of which Peru.....	3,454	3,427	27	0.8%

The following table sets forth the electricity sales of the Region “South America” in total for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Electricity sold.....	74,672	63,090	11,582	18.4%
- of which Argentina.....	14,877	15,654	(777)	(5.0)%
- of which Brazil.....	30,497	19,128	11,369	59.4%
- of which Chile.....	13,232	13,067	165	1.3%
- of which Colombia.....	9,389	8,505	884	10.4%
- of which Peru.....	6,677	6,736	(59)	(0.9)%

South America – Performance

The following table sets forth the Region “South America” revenue and other income, operating income, operating margin and capital expenditures for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	6,593	6,513	80	1.2%
Gross operating margin.....	2,014	2,058	(44)	(2.1)%
Operating income.....	1,372	1,387	(15)	(1.1)%
Capital expenditure.....	836	1,381	(545)	(39.5)%

The following table sets forth the Region “South America” revenue and other income, operating income, operating margin and capital expenditures for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	13,154	10,768	2,386	22.2%
Gross operating margin.....	4,204	3,556	648	18.2%
Operating income.....	2,970	2,163	807	37.3%
Capital expenditure.....	3,002	3,069	(67)	(2.2)%

The following table sets forth the revenue and other income generated by each of the countries included in the Region “South America” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Argentina.....	796	739	57	7.7%
Brazil	2,535	2,178	357	16.4%
Chile	1,540	1,891	(351)	(18.6)%
Colombia	1,096	1,070	26	2.4%
Peru.....	621	629	(8)	(1.3)%
Other countries	5	6	(1)	(16.7)%
Total.....	6,593	6,513	80	1.2%

The following table sets forth the revenue and other income generated by each of the countries included in the Region “South America” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Argentina.....	1,393	1,163	230	19.8%
Brazil	4,763	2,601	2,162	83.1%
Chile	3,667	3,703	(36)	(1.0)%
Colombia	2,116	2,054	62	3.0%
Peru.....	1,202	1,236	(34)	(2.8)%
Other countries	13	11	2	18.2%
Total.....	13,154	10,768	2,386	22.2%

Europe and North Africa– Operations

Following the adoption of the New Organisational Structure by the Group, the countries included in the Region “Europe and North Africa” are mainly: (i) Romania, where the ENEL Group is active in electricity distribution, renewable generation, sales and support activities through its subsidiaries, ENEL Distributie Banat S.A., ENEL Distributie Dobrogea S.A., ENEL Energie, ENEL Distributie Muntenia S.A., ENEL Energie Muntenia S.A., EGP Romania, ENEL Romania S.R.L. and ENEL Servicii Comune S.A.; and (ii) Russia, where the ENEL Group is active in electricity sales and trading through its subsidiary, RusEnergSbyt, in power generation and sales through its subsidiary ENEL Russia and in renewable generation with EGP Rus, LLC Azovskaya VES and LLC Windlife Cola Vetro.

Net electricity generation

The following table sets forth the net electricity production for the Region “Eastern Europe” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Thermal	17,998	18,325	(327)	(1.8)%
Hydroelectric	26	18	8	44.4%
Wind	900	901	(1)	(0.1)%
Other resources	81	75	6	8.0%
Total net generation	19,005	19,319	(314)	(1.6)%
- of which Russia	17,998	18,325	(327)	(1.8)%
-of which other countries	1,007	994	13	1.3%

The following table sets forth the net electricity production for the Region “Europe and North Africa” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Thermal	39,830	42,993	(3,163)	(7.4)%
Nuclear	—	7,523	(7,523)	—
Hydroelectric	22	1,235	(1,213)	(98.2)%
Wind	1,814	1,715	99	5.8%
Other resources	173	147	26	17.7%
Total net generation	41,839	53,613	(11,774)	22.0%
- of which Russia	39,830	41,062	(1,232)	(3.0)%
- of which Slovakia	—	9,684	(9,684)	—
- of which Belgium	—	977	(977)	—
-of which other countries	2,009	1,890	119	6.3%

Transport of electricity

The following table sets forth the volume of electricity transported through the network of the Region “Europe and North Africa” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Electricity transported on ENEL’s distribution network.....	7,664	7,528	136	1.8%

The following table sets forth the volume of electricity transported through the network of the Region “Europe and North Africa” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Electricity transported on ENEL’s distribution network ⁽¹⁾	15,206	14,890	316	2.1%

Note:

(1) The figure for 2016 reflects a more accurate measurement of quantities transported

Electricity Sales

The following table sets forth the electricity sales for the Region “Europe and North Africa” on the free market, the regulated market and in total for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Free market.....	3,682	2,631	1,051	39.9%
Regulated market.....	1,563	2,222	(659)	(29.7)%
Total	5,245	4,853	392	8.1%
- of which Romania.....	5,245	4,853	392	8.1%

The following table sets forth the electricity sales for the Region “Europe and North Africa” on the free market, the regulated market and in total for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Free market.....	6,318	7,471	(1,153)	(15.4)%
Regulated market.....	4,029	4,864	(835)	(17.2)%
Total	10,347	12,335	(1,988)	(16.1)%
- of which Romania.....	10,347	7,719	2,628	34.0%
- of which France.....	—	2,218	(2,218)	—%
- of which Slovakia.....	—	2,398	(2,398)	—%

Europe and North Africa – Performance

The following table sets forth the Region “Europe and North Africa” revenue and other income, operating income, operating margin and capital expenditures for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	1,133	1,157	(24)	(2.1)%
Gross operating margin.....	254	277	(23)	(8.3)%
Operating income	151	172	(21)	(12.2)%
Capital expenditure.....	138	153	(15)	(9.8)%

The following table sets forth the Region “Europe and North Africa” revenue and other income, operating income, operating margin and capital expenditures for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	2,411	3,798	(1,387)	(36.5)%
Gross operating margin.....	543	762	(219)	(28.7)%
Operating income	306	286	20	7.0%
Capital expenditure.....	307	265	42	15.8%

The following table sets forth the revenue and other income generated by each of the countries included in the Region “Europe and North Africa” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Romania	614	554	60	10.8%
Russia.....	476	557	(81)	(14.5)%
Other countries	43	46	(3)	(6.5)%
Total	1,133	1,157	(24)	(2.1)%

The following table sets forth the revenue and other income generated by each of the countries included in the Region “Europe and North Africa” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Romania	1,180	1,058	122	11.5%
Russia	1,135	986	149	15.1%
Slovakia	—	1,360	(1,360)	—
Other countries	96	394	(298)	(75.6)%
Total	2,411	3,798	(1,387)	(36.5)%

North and Central America - Operations

Net electricity generation

The following table sets forth the net electricity generation for the Region “North and Central America” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Hydroelectric	1,534	1,187	347	29.2%
Other resources	5,217	3,529	1,688	47.8%
Total net generation	6,751	4,716	2,035	43.2%
- of which United States and Canada	3,903	2,611	1,292	49.5%
- of which Mexico	1,386	1,020	366	35.9%
- of which Panama	1,082	730	352	48.2%
-of which other countries	380	355	25	7.0%

The following table sets forth the net electricity generation for the Region “North and Central America” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Hydroelectric	2,681	2,837	(156)	(5.5)%
Other resources	7,112	9,431	(2,319)	(24.6)%
Total net generation	9,793	12,268	(2,475)	(20.2)%
- of which United States and Canada	5,313	8,628	(3,315)	(38.4)%
- of which Mexico	2,025	1,781	244	13.7%
- of which Panama	1,528	1,367	161	11.8%
-of which other countries	927	492	435	88.4%

North and Central America – Performance

The following table sets forth the Region “North and Central America” revenue and other income, operating income, operating margin and capital expenditures for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	556	365	191	52.3%
Gross operating margin.....	290	218	72	33.0%
Operating income	164	123	41	33.3%
Capital expenditure.....	583	813	(230)	(28.3)%

The following table sets forth the Region “North and Central America” revenue and other income, operating income, operating margin and capital expenditures for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Revenue and other income.....	1,187	1,125	62	5.5%
Gross operating margin.....	759	833	(74)	(8.9)%
Operating income	553	565	(12)	(2.1)%
Capital expenditure.....	1,802	1,832	(30)	(1.6)%

The following table sets forth the revenue and other income generated by each of the countries included in the Region “North and Central America” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
United States and Canada.....	339	179	160	89.4%
Mexico.....	96	70	26	37.1%
Panama	84	81	3	3.7%
Other countries	37	35	2	5.7%
Total.....	556	365	191	52.3%

The following table sets forth the revenue and other income generated by each of the countries included in the Region “North and Central America” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
United States and Canada	716	774	(58)	(7.5)%
Mexico	142	125	17	13.6%
Panama	149	143	6	4.2%
Other countries	180	83	97	—
Total.....	1,187	1,125	62	5.5%

Sub-Saharan Africa and Asia - Operations

Net electricity generation

The following table sets forth the net electricity generation for the Region “Sub – Saharan Africa and Asia” for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>Millions of kWh (except %)</i>			
Wind	429	395	34	8.6%
Other resources	280	287	(7)	(2.4)%
Total net generation	709	682	27	4.0%
- of which South Africa.....	575	518	57	11.0%
- of which India.....	134	164	(30)	(18.3)%

The following table sets forth the net electricity generation for the Region “Sub – Saharan Africa and Asia” for the years ended 31 December 2017 and 31 December 2016.

	Year ended 31 December		Change	
	2017	2016		
	<i>Millions of kWh (except %)</i>			
Wind	892	401	491	—
Other resources	589	129	460	—
Total net generation	1,481	530	951	—
- of which South Africa.....	1,156	203	953	—
- of which India.....	325	327	(2)	(0.6)%

Sub-Saharan Africa and Asia – Performance

The following table sets forth the Region “Sub – Saharan Africa and Asia” revenue and other income, operating income, operating margin and capital expenditures for the six months ended 30 June 2018 and 30 June 2017.

Six months ended 30 June				
	2018	2017	Change	
	<i>€'000 m (except %)</i>			
Revenue and other income.....	48	46	2	4.3%
Gross operating margin.....	27	28	(1)	(3.6)%
Operating income	2	7	(5)	(71.4)%
Capital expenditure.....	7	21	(14)	(66.7)%

The following table sets forth the Region “Sub – Saharan Africa and Asia” revenue and other income, operating income, operating margin and capital expenditures for the years ended 31 December 2017 and 31 December 2016.

Year ended 31 December				
	2017	2016	Change	
	<i>€'000 m (except %)</i>			
Revenue and other income.....	96	29	67	—
Gross operating margin.....	57	14	43	—
Operating income	15	(5)	20	—
Capital expenditure.....	30	304	(274)	(90.1)%

The following table sets forth the revenue and other income generated by each of the countries included in the Region “Sub – Saharan Africa and Asia” for the six months ended 30 June 2018 and 30 June 2017.

Six months ended 30 June				
	2018	2017	Change	
	<i>€'000 m (except %)</i>			
South Africa.....	41	38	3	7.9%
India.....	7	8	(1)	(12.5)%
Total	48	46	2	4.3%

The following table sets forth the revenue and other income generated by each of the countries included in the Region “North and Central America” for the years ended 31 December 2017 and 31 December 2016.

Year ended 31 December				
	2017	2016	Change	
	<i>€'000 m (except %)</i>			
South Africa.....	80	12	68	—
India.....	16	17	(1)	(5.9)%
Total	96	29	67	—

Other, eliminations and adjustments – Operations

The “Other, eliminations and adjustments” segment represents residual items that, in addition to the consolidated adjustments among the different segments, include:

- The Company, which aims to create synergies within the ENEL Group and to optimise the management of services in support of the core business activities. In particular, the Parent Company, in its capacity as an industrial holding company, defines strategic targets for the ENEL Group and coordinates the activities of subsidiaries. In addition, the Company manages central treasury operations and insurance risk coverage (in this case even through its subsidiaries, Enel Finance International and Enel Insurance N.V.), providing assistance and guidelines on organisation, personnel management and labour relations, accounting, administrative, fiscal, legal and corporate matters.
- ENEL Iberia S.r.l., as holding of equity investments.

Other, eliminations and adjustments – Performance

The following table sets forth the “Other, eliminations and adjustments” segment’s revenue and other income, operating income, operating margin and capital expenditures for the six months ended 30 June 2018 and 30 June 2017.

	Six months ended 30 June		Change	
	2018	2017		
	<i>€'000 m (except %)</i>			
Revenue and other income (net of eliminations).....	216	154	62	40.3%
Gross operating margin.....	(183)	(166)	(17)	(10.2)%
Operating income	(195)	(173)	(22)	(12.7)%
Capital expenditure.....	36	7	29	—

The following table sets forth the “Other, eliminations and adjustments” segment’s revenue and other income, operating income, operating margin and capital expenditures for the years ended 31 December 2017 and 31 December 2016.

	Years ended 31 December		Change	
	2017	2016		
	<i>€'000 m (except %)</i>			
Revenue and other income (net of eliminations).....	389	855	(466)	(54.5)%
Gross operating margin.....	(346)	(69)	(277)	—
Operating income	(364)	(124)	(240)	—
Capital expenditure.....	72	41	31	75.6%

Principal Markets and Competition

ENEL is the principal electricity company in Italy and Spain, and, according to the ENEL Group's estimates based on data published in the financial statements of the main market operators, ENEL estimates that it is the second largest electricity company in Europe, based on total installed capacity. The ENEL Group's net electricity production in 2017 amounted to 249.9 TWh, of which 53.5 TWh was produced in Italy, and 196.4 TWh was produced abroad, compared to 261.8 TWh in 2016, of which 60.9 TWh was produced in Italy and 200.9 TWh was produced abroad. In 2017, the Group conveyed 445.2 TWh of electricity through the grid, of which 227.3 TWh was in Italy and 217.9 TWh abroad, compared to 426.7 TWh of electricity in 2016, of which 224.1 TWh was in Italy and 202.6 TWh abroad.

In 2017, the Group sold 11.7 cubic metres of gas, of which 4.8 billion cubic metres were sold in Italy, where, according to the Group's estimates, the Group is the second largest operator, and 6.9 billion cubic metres were sold abroad, compared to 10.6 billion cubic metres of gas sold in 2016, of which 4.6 billion cubic metres were sold in Italy, and 6.0 billion cubic metres were sold abroad.

The following subsections describe the competitive position of the Group in each Country/Region in which it operates and set forth certain summary information regarding the regulatory systems in those countries. For further details, see "*Regulation*" below.

Italy

The Italian Electricity Market

According to ENEL's estimates, ENEL is the principal electricity producer in Italy, with 27.7 GW of installed capacity as of 31 December 2017. The main competitors are Edison S.p.A. and ENI S.p.A.

According to the Authority for Electricity, Gas and Water, energy consumption in the Italian free market in 2017 reached approximately 265 TWh, compared to 255 TWh in 2016 with network losses (including 4 TWh of safeguard in 2017 and 4.2 TWh in 2016).

In 2017, ENEL sold electricity to 7,552,217 clients on the free market, of which 1,613,318 were business to business clients and 5,939,899 were business to consumer clients, compared to 6,732,570 in 2016, of which 1,466,161 were business to business clients and 5,266,409 were business to consumer clients. Of the total volume sold on the unregulated market, 46.8 TWh of electricity were sold to business to business clients (including 2.1 TWh of safeguard) and 12.5 TWh were sold to business to consumer clients in 2017, compared to 37.0 TWh of electricity sold to business to business clients (including 2.0 TWh of safeguard) and 11.3 TWh sold to business to consumer clients in 2016.

According to the Authority for Electricity, Gas and Water, 2017 energy consumption on the regulated market amounted to approximately 50 TWh net of network losses, compared to approximately 53 TWh net of network losses in 2016. In 2017, ENEL sold 44.0 TWh to 18.9 million clients on the regulated market, compared to 45.8 TWh sold to 20.0 million clients in 2016.

The Italian Natural Gas Market

In the retail market, in 2017, ENEL sold 1,901 million cubic metres of gas to business to business clients and 2,910 million cubic metres of gas to business to consumer clients, compared to 1,776 million cubic metres of gas sold to business to business clients and 2,815 million cubic metres of gas sold to business to consumer clients in 2016.

Iberia

The Group's installed capacity in Spain and Portugal amounted to 22.7 GW as of 31 December 2017, compared to 22.7 GW as of 31 December 2016. In the year then ended, its production amounted to 78.6 TWh

of energy and its sales amounted to 96.5 TWh, compared to 72.3 TWh of energy produced and 93.5 TWh sold in 2016. The main operators in the Iberian electricity industry are Endesa, Iberdrola, EDP and Gas Natural SDG.

South America

As of 31 December 2017, the Group's installed capacity in South America was equal to 20.5 GW, compared to 18.9 GW in 2016. In 2017, production amounted to 64.6 TWh and sales to final customers amounted to 74.7 TWh, compared to 62.2 TWh produced and 63.1 TWh sold to final customers in 2016.

This region has reacted relatively well to the current economic crisis, due to the success of economic policies implemented in recent years. With respect to the electricity market, there is a need to increase generation capacity. The expectations for the development of the markets in this region, in terms of medium- and long-term growth in electricity demand and sales are sufficient to justify continued investment in the region. The relevant regulatory frameworks are generally modern, transparent and stable.

As of 31 December 2017, the Group had a total installed capacity in Argentina of 4.4 GW, which remained unchanged from 2016. As of 31 December 2017, it held a 12.5 per cent. share of the electricity generation market. In the distribution sector, the Group controls Edesur (Buenos Aires), a company with 2.5 million clients that distributed 17.7 TWh of energy in 2017.

As of 31 December 2017, the Group had a total installed capacity in Brazil of 3.0 GW, compared to 1.6 GW in 2016. As of 31 December 2017, it held a 1 per cent. share of the electricity generation market as it was in 2016. In the distribution sector, the Group controls Rio de Janeiro-based Ampla Investimentos ("**Ampla**"), which has 3.0 million clients, Coelce, which has 4.0 million clients, and since February 2017 CELG-D in the region of Goias (with 2.9 million clients). Total energy distributed in 2017 was 34.9 TWh, compared to 22.8 TWh in 2016.

As of 31 December 2017, the Group had a total installed capacity in Chile of 7.5 GW, compared to 7.4 GW in 2016. As of 31 December 2017, it held a 32.1 per cent. share of the electricity generation market, compared to 35 per cent in 2016. In the distribution sector, the Group serves 1.9 million clients and distributed 16.3 TWh of energy in 2017.

As of 31 December 2017, the Group had a total installed capacity in Colombia of 3.5 GW, compared to 3.5 GW in 2016. As of 31 December 2017, it held a 20.66 per cent. share of the electricity generation market. In the distribution sector, Enel controls Codensa (Bogotá), a company that has 3.3 million clients and distributed 13.8 TWh of energy in 2017.

As of 31 December 2017, the Group had a total installed capacity in Peru of 2.2 GW, compared to 1.9 GW in 2016. As of 31 December 2017, it held a 16 per cent. share in the electricity generation market, compared to 16 per cent in 2016. In the distribution sector, Enel controls Edelnor (Lima), a company that has 1.4 million clients and distributed 7.9 TWh of electricity in 2017.

Europe and North Africa

Russia

As of 31 December 2017, the Group's installed capacity in Russia amounted to approximately 8.9 GW, compared to 8.9 GW in 2016. Its net production amounted to 39.8 TWh of energy, compared to 41.1 TWh in 2016.

Romania

In 2017, the Group sold 10.3 TWh of electricity in Romania compared to 7.7 TWh in 2016. According to ENEL's estimates, the total market share held by the Group in terms of sales of electricity in Romania was approximately 21.26 per cent. in 2017.

ENEL has three separate distribution companies (ENEL Distributie Banat S.A., ENEL Distributie Dobrogea S.A. and ENEL Distributie Muntenia S.A.) and two supply companies (Enel Energie S.A. and Enel Energie Muntenia S.A.) in Romania. Its interests in the country also extend to generation from renewable resources, and the acquisition or construction of generation plants, in general.

Renewable Energy markets

Within the renewable energy sector, which will continue to have an important role in ENEL's future, the growth of the Group will be executed through the technologies described herein.

Renewable energies confirm their trend of growth in all the technologies and geographical areas and, as in developing countries, such growth is usually associated with economic growth and does not derive solely from compliance with environmental protection regulations.

The model of development of the renewable energies in ENEL is based on a diversified approach from both a technological and geographical perspective which is possible because of the flexibility in the allocation of investments which are approved on the basis of profitability only.

In many countries where the Group operates or is developing its activities there have been new regulations in favour of new investments including the revision of the majorities of the so-called "feed-in" tariffs (currently, the most common incentive instrument) and bidding procedures for new plants, for the development of new capacities.

Properties, Plants and Equipment

The Group owns and leases a large number of office buildings and warehouse spaces throughout Italy and in the foreign countries in which it operates. The Group owns substantially all of the plants, machinery and equipment used to carry out its production activities.

As of 30 June 2018, no creditors or other third parties had any significant rights over or in respect of any of the property, plants or equipment of the Group.

Employees

As of 30 June 2018, the ENEL Group employed a total of 70,137 employees, of which 30,837 were employed in Italy and 39,300 were employed abroad. The following table sets forth the location and number of the ENEL Group's employees as of 30 June 2018, 30 June 2017, 31 December 2017 and 31 December 2016, directly extracted from the Group's consolidated financial statements, not taking into consideration the effect of the application of IFRS 11.

	As of 30 June		As of 31 December	
	2018	2017	2017	2016
Employees in Italy	30,837	31,632	31,114	31,956
Employees outside of Italy	39,300	31,124	31,786	30,124
Total employees	70,137	62,756	62,900	62,080

The amount of the liability entered in the Group's 2017 Audited Consolidated Financial Statements for employees' benefits and other similar obligations related to employees was equal to €2,407 million.

Litigation

In the ordinary course of its business the Group is subject to various civil and administrative proceedings, as well as certain arbitral and criminal proceedings.

ENEL records provisions in its consolidated balance sheet to cover probable liabilities whenever ENEL's internal and external counsel advise it that an adverse outcome is likely in a given litigation and a reasonable estimate of the amount of the loss can be made. Such provisions amounted to €1,359 million as of 30 June 2018 and €931 million as of 31 December 2017.

For a discussion of contingent liabilities and assets, see Note 30 to the Half Year Report as of 30 June 2018 and Note 49 to the 2017 Audited Consolidated Financial Statements.

ENEL does not believe that any active or pending litigation is likely to have a material adverse effect on the financial condition or results of operations of the Group. However, see "*Risk Factors – Risks Related to the ENEL Group – ENEL is subject to a large variety of litigation and regulatory proceedings and cannot offer assurances regarding the outcomes of any particular legal proceedings*".

Regulation

The ENEL Group operates in highly regulated environment. An overview of such laws and regulations is available at (i) pages 120 – 142 of ENEL's audited consolidated annual financial statements for the financial year ended 31 December 2017 (section "*Regulatory and rate issues*") and (ii) pages 81 – 93 of ENEL's unaudited interim financial report as at and for the six-month period ended 30 June 2018 (sub-section "*Regulatory and rate issues*" of section "*Reference scenario*"), both incorporated by reference hereto (see "*Documents Incorporated by Reference*" above).

Although this overview contains all the information that as at the date of this Base Prospectus ENEL considers material in the context of the issue of the Notes, it is not an exhaustive account of all applicable laws and regulations. Prospective investors and/or their advisers should make their own analysis of the legislation and regulations applicable to the ENEL Group and of the impact they may have on the ENEL Group and any investment in the Notes and should not rely on this overview only. See also "*Risk Factors – The ENEL Group is subject to different regulatory regimes in all the countries in which it operates. These regulatory regimes are complex and their changes could potentially affect the financial results of the Group*" above.

Technologies and Innovability

To foster new uses of energy and new ways of managing and making it accessible to an ever-increasing number of people in a sustainable manner, ENEL has made innovation and digitalisation key elements of its strategy. It is a path that involves both traditional business and the development of new models and technologies and which relies on creativity, passion, ideas and technologies not only within, but also outside the Company.

ENEL's commitment to digital progress and the promotion of an Open Innovation model was recognised in 2017, when it was awarded the "Business Model Transformation Award" during the fourth edition of the World Open Innovation Conference, one of the most important worldwide events in this field. It was held in

San Francisco by the Garwood Center for Corporate Innovation and the Haas School of Business of UC Berkeley.

The innovative ecosystem

In line with the Open Power vision, the Group promotes an open innovation approach to face the challenges of the energy transition. This approach is based on sharing, which enables challenges to be faced by connecting all areas of the Company with startups, industrial partners, small and medium-sized enterprises (“SMEs”), research centers, universities and crowdsourcing platforms. Collaborations are born within the Open Innovation ecosystem, which in 2017 was renamed “Open Innovability” as ENEL strongly believes that Innovation and Sustainability are an inseparable pairing. 2017 was the year of the launch of the “Open Innovability” online crowdsourcing platform (openinnovability.enel.com), aimed at the outside world and the Company’s people who want to contribute to the development of business with innovative and sustainable solutions and transform proposals into concrete projects. More specifically, ENEL proposes “call for projects” and “challenges”, many of which are directly inspired by the United Nations’ 2030 Agenda for Sustainable Development Goals (SDGs): “Water as a way to fuel development”, “Education as a global right”, “Clear the way for clean energy”, “Turning the tide on climate change”, and “Energy for those in need”.

Other ‘challenges’ respond to specific business needs, such as those relating to renewable energies (“Technologies for renewable generation”) or to new technologies (“Development goes online”), as well as proposals aimed at inclusive development (“Ideas for social progress”, “Growing the economy and job quality”, and “Open minds to the future”). Open Innovability offers a space to anyone who thinks they have an interesting contribution to offer, even if they do not respond to any of the “challenges” active at the time (“I have a project” section). ENEL’s focus is not only aimed at partnerships with large companies, but also at collaborations with startups and top small and medium-sized enterprises. In two quarters, more than 6,000 users registered on the site and about 600 project proposals were received for the 21 challenges. ENEL has about 200 innovation projects⁶ and 124 innovation partnership agreements both globally and locally. In addition to ENEL’s ‘traditional’ activities, such as renewables and conventional generation, the Company has promoted the development of new business in the fields of e-mobility, recharging infrastructures, energy efficiency, Industrial IoT (Internet of Things), smart homes, smart grids and smart meters. In particular, 43 collaboration agreements including 7 Global Partnerships were launched in 2017, including one with Intesa Sanpaolo, which aims to support the innovation of SMEs and promote the development of the circular economy and Open Innovation. In addition to receiving technical and economic support from Enel, SMEs and startups that collaborate with ENEL on innovation projects will also be able to take advantage of financial support from the network of innovation experts. On the subject of electric mobility, the EVA+ initiative was launched with Verbund, Renault, Nissan, BMW, Volkswagen, Audi (see the “Electric mobility” box), and collaboration with Nissan started in December 2015. Lastly, also in 2017, ENEL and Ferrovie dello Stato Italiane signed a Memorandum of Understanding to develop innovative joint projects in the transport and energy sectors.

In 2017, 3 Innovation Hubs were launched (San Francisco, Moscow and Madrid) and 1 Innovation Lab in Catania, bringing the total number of ecosystems to 7 and expanding ENEL’s global presence in the best

⁶ The decrease in the number of Innovation projects compared to the previous year (300 projects in 2016) is mainly due to the rationalization of the new e-Solutions Business Line downstream of the confluence of most projects in its project portfolio previously managed by the market areas of each country. Innovation project means an innovative solution identified through testing that creates added value for the Company, can be replicated and meets a specific need. Innovation can be in the customers served, in how they are served, in the type of product or service they are offered, in a new combination of the previous points, i.e. in a new business model, or in a technological solution applied at a point along the value chain. The idea or proposal for an innovative solution becomes a project following a formal approval to proceed with the test and following the allocation of a project budget. In case of approval, there is the possibility that the commercial or large-scale adoption of the validated solution can follow the test.

innovation ecosystems. The Innovation Hubs enable a new model of collaboration with startups and small businesses in which the Group provides its knowledge and experience, testing infrastructures and a global network of partners to develop and adopt innovative technological solutions and new business models. During the year, thanks to the Innovation Hub network, 12 bootcamps were organised on different technological areas such as IoT, smart home, cyber security, electric mobility, drones, etc. This allowed the Group's Business Lines to evaluate more than 100 new solutions and business models. The first Innovation Lab was also inaugurated in Catania to encourage research and innovation in the renewable energy sector through the creation of a technology campus and an accelerator that will host local, national and international startups, small enterprises, universities and research centers. The first call for startups on renewable technologies was met with more than 200 companies, and 5 projects were selected to be developed in 2018. In general, in 2017 the Group evaluated more than 1,000 proposals and initiated about 50 collaborations with startups and small enterprises. These collaborations and intellectual exchanges gave rise to cutting edge innovative solutions, which also led to the filing of specific patents. An example related to occupational health and safety is the fabric for gloves to be used in low voltage work, the result of a collaboration between Global Thermal Generation and the Italian Institute of Technology (IIT), which led to the co-ownership of a patent and an innovative agreement for the joint management of the associated rights. ENEL developed the partnership program We4U, World energy 4 Universities, with national and international universities and research centers, with the aim of maintaining a constant, multidisciplinary dialogue focused on the challenges of the energy transition, with 24 projects initiated in 2017. The partners include the Politecnico Milano, Politecnico Torino, Luigi Bocconi University, Scuola Superiore Sant'Anna, IIT, Ricerca sul Sistema Energetico (RSE), UC Berkeley, Massachusetts Institute of Technology (MIT), Universidad Pontificia Comillas and, more recently, Columbia University and Strathmore University. The Group's medium-long-term innovation strategy is approved in a meeting chaired by the Chief Executive Officer attended by the directors of the company Functions. Each Business Line approves and monitors the projects for which it is responsible by means of Innovation Committees, while cross-functional projects are approved by a committee headed by the director of the Innovability Function, which is composed, among others, by the innovation managers of all the Business Lines.

Innovative communities

ENEL has set up specific cross-functional working groups (Innovation Community) in order to address the significant issues relevant to business and new technologies in an innovative way and to create value. The active communities concern the following issues: Storage, Augmented Reality, Blockchain and Drones. Regarding Blockchain, ENEL has sought and promoted collaborations with various parties, since the success of any project in this field depends on the ability of the participants to create a network effect from which all members can benefit. The Enerchain project, which involved about 40 utility companies and traders (the number is constantly growing), was born with the aim of redesigning the channel through which traders make transactions on the market, so they may be independent of third parties. In October 2017, ENEL along with E.ON carried out the first transaction in the energy market based on a Blockchain platform, and in February 2018, ENEL, through Endesa, exchanged an energy product with Gas Natural Fenosa on the Spanish market, using the Blockchain platform. In the same spirit, a collaboration group with about 20 utility companies in eurelectric was also formed. ENEL also actively participates in other working groups. In recent years, ENEL has also intensified the use of drones in the monitoring and maintenance of its assets, inspecting solar fields, wind farms, hydroelectric dams and reservoirs, closed components in traditional plants and distribution lines. The objectives of this use are manifold: increase the efficiency and effectiveness of operation and maintenance processes, and above all reduce exposure to the risk involved in plant interventions. In the last two years, several projects have been developed, including the one implemented in 2017 by e-distribuzione (Group company operating in Italy), in collaboration with Enac (national body for technical regulation,

certification and supervision in the civil aviation sector) and ENAV (exclusive provider of civil air navigation services in Italy), with the aim of defining the regulatory framework allowing BVLOS (Beyond Visual Line Of Sight) drone flights in Italy. This experiment opens new opportunities to improve electricity service, on the one hand allowing timely interventions in case of breakdowns or climate emergencies, and on the other hand optimising maintenance activities on the grid. Among the other projects developed in 2017, “Autonomous Drones for Wind” by Enel Green Power provided more accurate data, in less time and with greater safety for the operators in wind farms inspections in North America. Another project developed in the field of renewable energy is the use of drones in the monitoring and control of individual photovoltaic panels that are part of systems, such as in the Chilean La Silla plant. On the issue of storage, Enel Green Power built and commissioned the first 100% emission-free microgrid: Cerro Pabellón (Chile) is powered by solar energy and is able to operate autonomously 24/7, thanks to the coupled energy storage of hydrogen accumulation and lithium batteries. In Spain, in Almería, the subsidiary Endesa is developing the Litoral project at the Carboneras thermal plant: the storage system, consisting of 24 inverters, 16 containers, 8 of which for batteries and the remaining for the power unit, will be the largest in Spain, with a total capacity of 20 MW for 11.7 MWh and an expected lifespan of 10 years. The storage system will be used to offer secondary reserves, freeing production capacity at the plant. Regarding augmented reality, ENEL has created an Innovation Community dedicated to augmented and virtual reality with the aim of scouting products and platforms in this sector, monitoring their rapid technological evolution and defining use cases for ENEL. Some small-scale trials were launched in 2017, which should demonstrate in 2018 their practical feasibility in an industry where technology is rapidly evolving in terms of cost and performance and the sustainability of potential applications aimed at improving workers’ operational efficiency, in particular those on the ground.

The innovation culture

The process of change cannot ignore the development of specific activities in the field of entrepreneurship and innovation culture. Three projects have been launched globally:

> “#nomoreexcuses”, a communication campaign co-created with personnel from all over the world with the aim of identifying the causes, in the form of “excuses” or alibis, of the cultural resistance to change. Each cause was given a response aimed at encouraging a way to overcome it and promoting behavioral attitudes that foster innovation;

> “Innovation School”, a targeted training on innovation, aimed at spreading not only new working methods (such as design thinking, lean start-up, agile and creative problem solving), but also to encourage soft skills that support and facilitate the dissemination of the culture of innovation and creativity;

> “Enel Innovation World Cup”, a project launched in 2016 with the aim of identifying new business models for ENEL, starting from entrepreneurial ideas by ENEL’s people in each country, executed over the course of 2017. Of the 12 finalist projects, 3 were included in the Enel X project portfolio to be developed.

As part of promoting creativity and lateral thinking, the project “Enel Idea Factory” continued in 2017. Launched in 2014 with the aim of supporting all areas of the Company in solving challenges through new working methods and creative techniques, it also promotes integration and collaboration between the business units and supports the dialogue between the internal and external stakeholders to the Company.

In 2017, 15 creative sessions were held involving 336 participants (including 44 external participants) who generated around 350 ideas and gave rise to various business initiatives. For the purpose of disseminating and promoting the innovation culture and creativity, four “Idea Hubs” have been created in Spain, Colombia, Chile and Brazil.

Main projects

The main thermal generation innovation activities in 2017 pertained to the improvement of the flexibility and efficiency of generation plants and the minimization of environmental impacts and emissions. They also involved the application of advanced diagnostic and monitoring systems and IoT applications, as well as the development of accumulation systems and new business models. An example is the installation at the Torrevaldaliga Nord plant (Italy) of a drone system aimed at providing an environmental and security monitoring service, able to perform autonomous flight, assisted by video analysis algorithms and the definition of three-dimensional routes via software. An anti-drone system has also been installed, to protect the system against the physical risk of intrusion by hostile drones. The digital revolution of the grids has focused on improving the efficiency and quality of service for customers in the various countries in which Enel operates. The microgrids in Paratebuena (Colombia) are an important example. They have allowed sustainable electricity to be brought to certain villages and will be used to test new technologies to be replicated in other areas.

In Spain, as part of the “La Graciosa” project, ENEL has worked to demonstrate the effectiveness of the use of storage systems in order to maximize the penetration of renewable energy while maintaining the highest quality of service in distribution networks. ENEL has also developed an adaptive lighting system (Lighting 4.0) to make urban public lighting systems more efficient and safer. The project allows for light to be automatically adjusted according to the intensity of traffic, thanks to an advanced camera system, in order to maximize energy efficiency and reduce waste. Energy savings can reach up to 49% compared to a non-optimized plant, a significant share if we consider that public lighting is the third largest expense in municipal budgets. The solution proposed by ENEL has gathered the interest of the Municipality of Bologna, which intends to develop a pilot project by integrating a sensor developed by a startup into the Archilede Active Control remote control system already installed in the city. The solution will remain active for a few months in order to realistically monitor the obtainable benefits in terms of energy savings. In addition to the Bologna test, other pilot projects on adaptive lighting are planned, such as in the Municipality of Pomezia, where evolved and resilient remote control solutions based on radiofrequencies will be tested. The Lighting 4.0 project also provides for the mapping and testing of various other value-added services, based on video analysis, sensors and artificial intelligence solutions, which can be run from public lighting infrastructures, aimed at increasing city safety, optimising vehicle traffic and mobility, and to support administrations in planning services by assessing citizens’ real requirements. Another solution, developed in synergy with electric mobility, is the Enel X Juice Light Pole. This project is aimed at developing an innovative product consisting of the integration of two distinct technologies: public lighting poles and charging stations for Enel X electric vehicles. The Enel X Juice Light Pole will be able to provide several services to different types of users through a single infrastructure. Following the release of the first products, ENEL will produce several prototypes (Proof of Concept - PoC) in order to measure customer interest and satisfaction in such a way as to make the product evolve along a path of continuous improvement. The Group also focuses on access to energy, the integration of renewables into the electricity system, and the use of new technologies in order to contribute to improving local communities’ access to energy by providing power to isolated areas thanks to the combined use of diversified generation technologies and storage systems. Key elements include the search for solutions that improve the efficiency and flexibility of renewable resources also in urban contexts and the development of new untapped renewable resources, such as marine energy. Work continued on the European RESCCUE (RESilience to cope with Climate Change in Urban arEas) project, an initiative that ENEL participates in through the Spanish subsidiary Endesa, created to develop innovative models and tools to improve the ability of cities to cope with the problems arising from current and future climate scenarios.

Recent Developments

ENEL closes acquisition of 21% of Ufinet International

On 3 July 2018, ENEL, acting through Enel X International, wholly owned by Enel X, the ENEL Group’s advanced energy solutions company, finalised the acquisition from a holding company controlled by Sixth Cinven Fund (which is operated by the international private equity firm Cinven) for €150 million, of about 21 per cent. of the share capital of a vehicle company (“NewCo”) to which 100 per cent. of Ufinet International was transferred. The latter is a leading wholesale operator of fiber-optic networks in South America. In turn, Sixth Cinven Fund owns around 79 per cent. of NewCo’s share capital.

As announced on 25 June 2018, under the agreements between the parties, with the closing of the transaction, Enel X International has a call option to acquire Sixth Cinven Fund’s stake between 31 December 2020 and 31 December 2021 for an additional amount of between €1,320 million and €2,100 million depending upon developments in various performance indicators. Enel X International and Sixth Cinven Fund jointly control Ufinet International, each exercising 50 per cent. of voting rights in the NewCo’s shareholders’ meeting. Should Enel X International not exercise its call option by 31 December 2021, its joint control over NewCo will lapse. In this case, Sixth Cinven Fund would then have the right to sell its stake with a “drag along” right

over Enel X International's stake, while the latter would have the right to exercise a "tag along" right if Sixth Cinven Fund reduces its holding in NewCo to below 50 per cent..

ENEL reaches a 95.88% stake in Eletropaulo

On 16 July 2018, ENEL announced that Enel Sudeste, a subsidiary of ENEL, had received confirmation that between 5 June and 4 July 2018, in line with Brazilian stock exchange regulations, the shareholders of Eletropaulo had sold Enel Sudeste 33,359,292 additional shares of Eletropaulo, equal to 19.9 per cent. of its share capital, for the same price of 45.22 Brazilian reais per share set for the voluntary tender offer carried out by Enel Sudeste to purchase the entire capital of the company. Therefore, the overall stake held by Enel Sudeste has increased to 93.31 per cent. of Eletropaulo's share capital, up from the previous 73.38 per cent.. Considering treasury shares, the percentage rises to 95.05 per cent. and in September 2018 the stake increased further to 95.88 per cent. as a result of the increase in Enel Sudeste's subscription of the Eletropaulo capital increase.

Merger of Enel Holding Chile and Hydromac Energy into ENEL

On 16 July 2018, ENEL announced that the plan for the merger into ENEL of Enel Holding Chile Srl ("**Enel Holding Chile**"), a company wholly owned directly by ENEL, and Hydromac Energy Srl ("**Hydromac Energy**"), a company wholly owned by ENEL through Enel Holding Chile, which was approved by the administrative bodies of those companies, had been filed with the Companies' Register of Rome.

On 12 December 2018, ENEL announced that the deed of merger by incorporation into ENEL of Enel Holding Chile and Hydromac Energy had been registered with the Companies' Register of Rome. The legal effects of the merger have taken place as of 12 December 2018, whereas the accounting and tax effects will be charged on the financial statements of ENEL with retroactive effect from 30 March 2018.

Enel Green Power RSA agrees loan of €950 million for 700 MW of new wind plants in South Africa

On 1 August 2018, Enel Green Power RSA ("**EGP RSA**"), the ENEL Group's South African renewables subsidiary, signed with senior lenders Nedbank Limited and Absa all project financing agreements for up to €950 million, namely up to 80 per cent. of the overall investment of around €1.2 billion in a portfolio of five new wind projects with a total of about 700 MW of capacity to be built during the next 3 years. The five facilities – Nxuba, Oyster Bay, Garob, Karusa and Soetwater - have a capacity of around 140 MW each. The ENEL Group is contributing around €230 million of capital for the construction of the five wind farms.

ENEL starts construction of Ngonye solar plant, its first facility in Zambia

On 22 August 2018, the ENEL Group's global renewable energy division EGP started construction on the 34 MW Ngonye photovoltaic plant. ENEL will be investing around \$40 million in the construction of Ngonye, which is expected to be completed in the first quarter of 2019. The Ngonye solar plant is supported by a 25-year power purchase agreement signed with Zambia's state owned utility ZESCO.

Updating of contract terms for disposal of investment in Slovenské elektrárne

On 4 September 2018, ENEL, following the release issued on 10 July 2018, announced that its subsidiary Enel Produzione S.p.A. and the Czech company Energetický a průmyslový holding a.s. ("**EPH**") had signed an agreement that makes a number of changes to the terms and conditions of the contract (the "**Contract**") signed on 18 December 2015 between Enel Produzione S.p.A. and EP Slovakia BV ("**EP Slovakia**"), a subsidiary of EPH, regarding the sale of the stake held by Enel Produzione S.p.A. in Slovenské elektrárne a.s. ("**Slovenské elektrárne**"), in line with the term sheet signed by the parties in May 2017 (the "**Term Sheet**"). The agreement came into force once the conditions envisaged in the terms of the subordinated loan described below were met.

As announced on 18 December 2015 and on 28 July 2016, the Contract provided for the contribution to the newly established company Slovak Power Holding BV (the “**HoldCo**”) of the entire stake held by Enel Produzione S.p.A. in Slovenské elektrárne, equal to 66 per cent. of the latter’s capital. The Contract also defined the subsequent two-stage sale of 100 per cent. of HoldCo to EP Slovakia for a total of €750 million, subject to adjustment based on a set of criteria.

As a result of the amendments agreed between Enel Produzione S.p.A. and EPH, the Contract also governs relations between the parties with regard to the financial support they are to provide to Slovenské elektrárne for the completion of units 3 and 4 of the Mochovce nuclear power plant. Specifically, the Term Sheet provides for Enel Produzione S.p.A. to grant, directly or through another company of the ENEL Group, a subordinated loan to the HoldCo, which is in turn expected to make it available to Slovenské elektrárne, for a total of up to €700 million falling due in January 2027. Moreover, the Contract – which provides for the sale by Enel Produzione S.p.A. to EP Slovakia of its remaining 50 per cent. stake in the HoldCo through the exercise of put or call options by the respective parties – has been updated to include also the advance repayment of the Loan (or its final maturity date) as an additional condition for the exercise of the respective options. This update means that the exercise date of the options can take place at the earlier of a) 12 months after obtaining the Trial Operation Permit for unit 4 of the Mochovce nuclear power plant; or b) upon reaching the Long Stop Date,⁷ and, in either case, only once the additional condition above is satisfied.

On the basis of the current work program and in line with the amendments to the Contract, the put and call options are expected to become exercisable by the first half of 2021. In addition, the Long Stop Date, initially set as of 30 June 2022, has been postponed by 12 months beyond the original deadline.

Finally, the Contract now provides for the existing mechanism for adjusting the total price of the two phases of the transaction, which will be applied upon the close of the second phase based on various criteria, to be complemented by an additional mechanism that ensures the offsetting of any amount due from Enel Produzione S.p.A. to EP Slovakia with any amount due from EPH or EP Slovakia to ENEL Group companies in respect of principal and/or interest of the Loan if EPH or EP Slovakia take it over from ENEL Group on the closing date of the second phase.

Enel Green Power Australia Pty Ltd. wins contract for 34 MW of new solar capacity in renewables tender in Australia

On 11 September 2018, the ENEL Group, acting through its renewable energy subsidiary Enel Green Power Australia Pty Ltd., was awarded a 15-year agreement with the Australian State of Victoria for the production of electricity and green certificates by the 34 MW Cohuna Solar Farm. ENEL is expected to invest around \$42 million in the solar facility, whose construction is set to begin in the first half of 2019. The plant is due to enter commercial operation by the end of 2019 and will be backed by a 15-year support agreement with the State of Victoria.

ENEL N.V. issues \$4 billion bond on U.S. market

On 12 September 2018, ENEL N.V., an ENEL finance subsidiary serving the ENEL Group, placed a multi-tranche bond for institutional investors on the U.S. and international markets totaling \$4 billion, the equivalent of about €3.5 billion. The issue, which is guaranteed by ENEL, was oversubscribed by about 3 times, with total orders of some \$11 billion. The bond issue is part of the ENEL Group’s strategy to raise financing and refinance its maturing consolidated debt. The strong investor demand for ENEL’s third Yankee bond issued since 2017 once again confirms the financial markets’ appreciation for ENEL’s solid fundamentals, performance and financial structure. The transaction is structured in the following tranches:

⁷ The date as of which Enel Produzione and EP Slovakia can exercise their put and call options respectively, regardless the completion of units 3 and 4 of Mochovce nuclear power plant.

- \$1,250 million at 4.250 per cent. fixed rate maturing in 2023;
- \$1,500 million at 4.625 per cent. fixed rate maturing in 2025;
- \$1,250 million at 4.875 per cent. fixed rate maturing in 2029.

In view of their characteristics, the above tranches have been assigned a provisional rating of BBB+ by S&P, Baa2 by Moody's and BBB+ by Fitch. ENEL's rating is BBB+ (stable) by S& P, Baa2 (stable) by Moody's and BBB+ (stable) by Fitch.

Seizure of Brindisi plant

On 28 September 2017, Enel Produzione S.p.A. was notified of the decision issued by the investigating magistrate of Lecce ordering the seizure of the thermoelectric power plant of Brindisi-Cerano. The measure is part of a criminal investigation initiated by the Public Prosecutor's Office of the Court of Lecce concerning the use of fly ash, produced by the combustion of coal and captured by the smoke abatement systems of the plant, in the cement industry. The investigation also involves Cementir, a cement company to which the ash was sent for cement production, and ILVA, which provided Cementir with other residues for cement production. As part of the enquiry, a number of executives and employees of the company are being investigated for illegal waste disposal and unauthorised blending of waste. In order to enable plant operations to continue, the seizure order authorises the Brindisi power station to continue generation for 60 days (subsequently extended until 24 February 2018), subject to certain technical requirements intended, according to the accusations, to remove the alleged ash management deficiencies. Enel Produzione S.p.A. has been charged under the provisions of Legislative Decree 231/01 with the same offenses of which the company's executives and employees are accused. Following the charges, as provided for by law, the investigating magistrate of Lecce also ordered the seizure of approximately €523 million, equivalent to the profit that the Lecce Public Prosecutor conducting the investigation alleges was generated through the illegal handling of the ash. The seizure order appointed two custodians in order to monitor compliance with the technical measures mentioned earlier. Enel Produzione S.p.A. has informed the investigating magistrate that the plant is operated in accordance with industry regulations and the highest international technology standards, as well as with a cycle for the production and reuse of residues that is identical to that adopted in the most efficient power plants in Europe and the world, in compliance with the most modern environmental requirements intended to promote a circular economy. Analyses of the ash prior to seizure and those conducted afterwards have consistently confirmed the non-hazardous nature of the material and therefore the legitimacy of the manner in which they have been handled. Enel Produzione S.p.A., although not agreeing with the allegations, has nevertheless expressed its full willingness, in agreement with the investigating magistrate and the custodians, to rapidly implement technical solutions for the execution of the requirements imposed with the seizure order that take account of the operational and logistical complexities associated with their implementation and the associated risks to the national electricity system.

In this regard, with the request for an extension of the use of the power station on 15 November 2017, Enel Produzione S.p.A. asked for authorisation to test a management approach that would separate the ash by operational stage, thereby enabling the implementation of the provision of the order. Subsequently, following the testing, the company obtained an extension of another 90 days until 24 February 2018. In the meantime, the prosecutor, in view of the need to proceed with evidence gathering with a technical enquiry into the facts of the case, asked the investigating magistrate to move ahead with this stage. At the hearing of 2 February 2018, the magistrate assigned the engagement to the technical experts, giving them 150 days from 13 February 2018, to file their report. In the meantime, following the petition filed by Enel Produzione S.p.A. on 19 April 2018 and taking account of the need to ensure the continued operation of the plant, the investigating magistrate authorised the company to use the management approach referred to earlier, which separates the ash by operational stage, thereby implementing the requirements of the seizure order. Following that

authorization and pending completion of the evidentiary phase, the investigating magistrate subsequently issued, at the request of Enel Produzione S.p.A., a new 90-day temporary authorisation from 24 May 2018.

On 16 July 2018, the experts appointed by the investigating magistrate filed their preliminary technical report, the findings of which confirm the validity of Enel Produzione S.p.A.'s classification of the ash as "non-hazardous waste" and its suitability for use in second manufacturing processes, such as the production of cement. On 19 July 2018, Enel Produzione S.p.A. therefore filed a petition with the court to lift the seizure of the plant and the funds.

On 23 July 2018, Enel Produzione S.p.A. also filed a request for a further extension of 90 days from 22 August 2018, for the operation of the plant. On 1 August 2018, the Lecce Public Prosecutor lifted its seizure of the plant, with the termination of the judicial custody/administration of the facility and the restitution of the €523 million to Enel Produzione S.p.A.. However, the preliminary investigation is continuing both against the accused individuals and the company pursuant to Legislative Decree 231/2001.

Enel Green Power España starts construction of its largest solar farm in Spain

Endesa's renewable company EGPE began construction of the 84.7 MW Totana photovoltaic facility, the company's largest solar plant in Spain. The overall investment in the construction of the facility amounts to about €59 million. The Totana facility, located in the Region of Murcia, is scheduled to start operation in the third quarter of 2019. Once fully operational, the photovoltaic facility, composed of 248,000 photovoltaic modules, will be able to generate around 150 GWh per year, avoiding the annual emission of around 105 thousand metric tons of CO₂ into the atmosphere. Totana is the first of the seven solar projects, with a total capacity of 339 MW, that were awarded to EGPE in the Spanish government's third renewables tender held in July 2017.

ENEL closes sale of a majority stake in 1.8 GW of renewables capacity in Mexico while continuing to operate the plants

On 28 September 2018, ENEL, acting through its renewables subsidiary EGP, closed the deal with the Caisse de dépôt et placement du Québec ("CDPQ"), a long-term institutional investor, and the investment vehicle of the leading Mexican pension funds CKD Infraestructura México SA de CV ("CKD IM") for the sale of 80 per cent. of the share capital of eight special purpose vehicles ("SPVs"), which own eight plants in operation and under construction in Mexico with a total capacity of 1.8 GW. Following the closing of the deal, EGP and CDPQ own a 20 per cent. and a 40.8 per cent. stake respectively in the SPVs through a newly-formed holding company ("Kino Holding"), while CKD IM owns a 39.2 per cent. stake in the same SPVs, through newly-formed sub-holdings ("Mini HoldCos"). EGP will continue to operate the plants owned by the SPVs and will complete those still under construction through two newly-formed subsidiaries. In addition, starting from 1 January 2020, EGP may contribute or transfer additional projects, increasing its indirect interest in the SPVs and becoming majority shareholder.

The enterprise value of 100 per cent. of the SPVs is equal to about \$2.6 billion, with an equity value of about \$0.3 billion, project financing of about \$0.8 billion and related-party loans totaling \$1.5 billion. As a result of the transaction, CDPQ and CKD IM paid \$1.4 billion, of which about \$0.2 billion for the majority interest in the SPVs and around \$1.2 billion for related-party loans to the SPVs. The price paid is subject to adjustments typical of this type of transaction, primarily based on variations in the net working capital of the SPVs. The transaction was carried out using the Build, Sell and Operate model, in line with the Group's Strategic Plan.

Fortaleza - Brazil

Petroleo Brasileiro SA-Petrobras, as gas supplier for the Fortaleza plant (Central Geradora Termoeletrica Fortaleza, "CGTF") in Brazil, announced its intention to terminate the contract between the parties on the grounds that the agreement was allegedly imbalanced financially in consideration of current market

conditions. The contract was signed in 2003 as part of the “Priority Thermal Generation Program” established by the Brazilian government in order to increase thermoelectric generation and the security of supply in the country. The program established that the Brazilian government would act as the guarantor of the supply of gas at regulated prices defined by the Brazil’s Ministry of Finance, Mines and Energy.

In order to guarantee the security of electricity supply in Brazil, CGTF initiated legal action in the ordinary courts against Petrobras with a request for precautionary protection, obtaining, at the end of 2017, a court injunction suspending the termination of the contract, which was declared still in force.

Subsequently, on 27 February 2018, the court decided to extinguish the action initiated by CFTG before the ordinary courts and, consequently, to revoke the precautionary measure that had permitted the supply of gas. CGTF filed appeals against these latest decisions on both a precautionary and ordinary basis, obtaining a second favorable ruling that enabled the plant to operate for some time but which was subsequently revoked. CGTF has challenged this decision, confident that the courts will recognize Petrobras’ obligation to perform the contract.

At the end of January 2018, CGTF received an arbitration request from Petrobras in relation to the disputes described above and this procedure is in the preliminary stages.

Subsequently, a precautionary measure was obtained in favour of CGTF, ordering the suspension of the payment of certain amounts by CGTF to Enel Ceará (the purchaser of the electricity). On 25 October 2018, another precautionary measure was obtained in favour of CGTF, ordering the restoration of Petrobras’ obligation to supply gas.

Enel Green Power España begins construction of three wind farms in Spain

On 9 October 2018, EGPE began construction of three wind farms with a total capacity of 128 MW in the municipalities of Muniesa and Alacón, in the region of Aragon’s Teruel province. The three projects are the 46.8 MW Muniesa, the 41.4 MW Farlán and the 39.9 MW San Pedro de Alacón wind farms. The new facilities will involve a total investment of about €130 million. The three facilities are expected to begin operation by the end of 2019.

Enel to increase its stake in Enel Americas by up to 5%

On 16 October 2018, ENEL announced that it had entered into two share swap transactions (the “**Share Swap Transactions**”) with a financial institution to increase its equity stake in its listed Chilean subsidiary Enel Américas SA (“Enel Américas”). Based on these Share Swap Transactions, ENEL may acquire, on dates that are expected to occur no later than the fourth quarter of 2019: (i) up to 1,895,936,970 shares of Enel Américas’ common stock, and (ii) up to 19,533,894 of Enel Américas’ American Depositary Shares (“ADSs”), each representing 50 shares of Enel Americas’ common stock.

All of the above shares total up to 5.0 per cent. of Enel Américas’ entire capital. The number of shares of Enel Américas’ common stock and Enel Américas’ ADSs actually acquired by ENEL pursuant to the Share Swap Transactions will depend on the ability of the financial institution acting as the counterparty to establish its hedge positions as part of the transactions. The increase in ENEL’s interest in Enel Américas is in line with ENEL Group’s 2018-2020 Strategic Plan announced to the markets, which remains focused on reducing minority shareholders in the Group companies operating in South America.

Disposal of ENEL Finale Emilia

On 18 October 2018, Enel Green Power finalized the sale of the biomass generation plant at Finale Emilia for a price of €59 million. The sale is part of an agreement between the ENEL Group and F2i SGR for the sale of the entire portfolio of biomass generation plants in Italy with a total net installed capacity of about 108 MW. More specifically, the agreement involves the plants in operation at Mercure and Finale Emilia, located

respectively in Calabria and Emilia Romagna, 50 per cent. of PowerCrop – the Enel Maccaferri joint venture – which owns the plants under construction of Russi and Macchiareddu, located respectively in Emilia Romagna and Sardinia, and the project for the construction of the plant at Casei Gerola, in Lombardy, which is currently waiting for authorization.

Among other things, the completion of the transaction is subject to receiving authorization from the antitrust authorities and will be implemented with individual sales of the various plants between 2018 and 2019.

The transaction, which is part of the Group's strategy for the active management and turnover of assets, provides for a price for the sale of the entire portfolio of plants of about €335 million.

Enel Green Power Brasil Participações Ltda started construction of 475 MW solar PV plant in Brazil

On 22 October 2018, Enel Green Power Brasil Participações Ltda started construction of the 475 MW São Gonçalo solar park at São Gonçalo do Gurguéia, in Brazil's northeastern state of Piauí. São Gonçalo, which is expected to start operations in 2020, is the largest photovoltaic facility currently under construction in South America. The ENEL Group will be investing around R\$1.4 billion, equivalent to about €390 million, in the construction of the São Gonçalo photovoltaic plant. Once fully up and running, the plant will be able to generate over 1,200 GWh per year while avoiding the emission of over 600 thousand metric tons of CO₂ into the atmosphere. Of São Gonçalo's 475 MW of installed capacity, 388 MW were awarded to the ENEL Group in Brazil's A-4 public tender in December 2017 and are supported by 20-year power supply contracts with a pool of distribution companies operating in the country's regulated market. The remaining 87 MW will generate power for the free market.

Enel Green Power España begins construction of three new photovoltaic plants in Spain's Extremadura Region

On 28 November 2018, EGPE has begun construction of three solar plants with an overall capacity of around 127 MW in the municipalities of Casas de Don Pedro and Talarrubias representing the company's first solar parks in the Province of Badajoz, in the Spanish region of Extremadura. The three photovoltaic ("PV") facilities, Navalvillar, Valdecaballero and Castilblanco, will have an installed capacity of more than 42 MW each and will involve an overall investment of approximately €100 million.

The three solar parks are slated to enter into service by the end of 2019. Once fully operational, these solar facilities, which are comprised of more than 372,000 PV modules, will be able to generate approximately 250 GWh a year, avoiding the emission of over 165,000 tonnes of CO₂ into the atmosphere.

Enel Green Power Mexico begins construction of new 244 Mw wind farm in Mexico

On 11 December 2018, the ENEL Group, through its renewable subsidiary Enel Green Power Mexico, announced the beginning of the construction of the 244 MW Dolores wind farm in the municipality of China, its first project in the Mexican state of Nuevo León. The overall investment in the construction of the facility amounts to approximately 280 million US dollars.

The Dolores wind farm is scheduled to start operation in the first half of 2020. Once fully operational, the wind farm will be able to generate approximately 850 GWh per year, avoiding the annual emission of around 470,000 tons of CO₂ into the atmosphere. This project is supported by a contract providing for the sale to the Mexican Centre for Energy Control's *Cámara de Compensación* of specified volumes of energy over a 15-year period and of the related clean certificates over a 20-year period.

Enel Green Power North America starts operation of Hilltopper, its first wind farm in the U.S. State of Illinois

On 12 December 2018, ENEL announced that, through its U.S. renewable company Enel Green Power North America, Inc., it has begun operation of the 185 MW HillTopper wind farm, its first wind facility in the U.S.

state of Illinois. HillTopper, which is located in Logan County, is supported by three long-term power purchase agreements (“PPAs”) with Bloomberg LP, General Motors as well as Constellation, an Exelon company.

The investment in the construction of HillTopper, which is expected to generate around 570 GWh annually, amounts to approximately 325 million US dollars.

Corporate Governance

Corporate governance rules for Italian companies whose shares are listed on the Italian Stock Exchange, such as ENEL, are contained in the Italian Civil Code, in the Legislative Decree No. 58 of 24 February 1998, as amended (the “**Italian Consolidated Financial Act**”), CONSOB Regulation No. 11971 of 14 May 1999 (“**Issuers Regulation**”) and the self-regulatory code of corporate governance promoted by Borsa Italiana S.p.A. (the “**Corporate Governance Code**” (*Codice di Autodisciplina*)).

ENEL has adopted a “traditional” system of corporate governance, based on a conventional organisational model involving shareholders’ meetings, a board of directors, a board of statutory auditors and independent auditors.

Pursuant to its by-laws, the management of ENEL is entrusted to a collegial body made up of no fewer than 3 and no more than 9 members, appointed by an ordinary Shareholders’ Meeting (collectively the “**Board of Directors**” and each member so appointed a “**Director**”).

Directors are appointed for a term not exceeding three financial years and may be reappointed. For the appointment of the Board of Directors, ENEL’s by-laws provide for a slate voting system, aimed at ensuring the presence on the Board of Directors of members appointed by minority shareholders (totalling three-tenths of the Directors to be elected).

The Board of Directors has the widest possible powers to perform the ordinary and extraordinary tasks involved in managing ENEL. It is authorised to take all the steps that it deems appropriate in order to achieve ENEL’s aims and corporate objectives, with the sole exception of the powers expressly reserved by law and by ENEL’s by-laws to Shareholders’ Meetings. In addition, ENEL’s by-laws confer upon the Board of Directors the power to, *inter alia*, resolve upon the following matters: (a) mergers and demergers with subsidiaries, where permitted by applicable laws; (b) decrease of share capital, in case of shareholder withdrawal; and (c) adjustments of the by-laws in order to comply with applicable regulations.

Pursuant to ENEL’s by-laws, the Board of Statutory Auditors (*collegio sindacale*) is composed of three regular members and three alternate members, each of which shall meet the requirements provided for by applicable law and ENEL’s by-laws (collectively, the “**Board of Statutory Auditors**”). The members of the Board of Statutory Auditors are appointed by the ordinary Shareholders’ Meeting for three years and can be reappointed. For the appointment of the Board of Statutory Auditors, ENEL’s by-laws provide for a slate voting system which aims to ensure the presence on the Board of a regular member (who is entitled to the office of chairman) and an alternate member (who will take the office of chairman if the incumbent leaves before the end of his term) designated by minority shareholders.

The Board of Statutory Auditors is responsible for monitoring (i) the Company’s compliance with the law and by-laws, as well as compliance with proper management principles in carrying out the Company’s activities; (ii) the process of financial disclosure and the adequacy of the Company’s organizational structure, internal auditing system, and administration and accounting system; (iii) the audit of the stand-alone and the consolidated financial statements and the independence of the external auditing firm; and, lastly, (iv) how the corporate governance rules provided by the Corporate Governance Code are implemented.

ENEL's by-laws are in compliance with applicable laws and regulations aimed at ensuring the gender balance within the Board of Directors and the Board of Statutory Auditors.

Board of Directors

As of the date of this Base Prospectus, ENEL's Board of Directors is composed of nine members, appointed by the Shareholders' Meeting on 4 May 2017 for a term of three financial years. The Board of Directors' mandate will therefore expire on the date of the Shareholders' Meeting to be convened for the approval of ENEL's financial statements for the year ending 31 December 2019.

The names of the members of the Board of Directors are set forth in the following table.

Name	Position	Place and Date of Birth
Maria Patrizia Grieco ⁽¹⁾	Chairman	Milan, 1952
Francesco Starace ⁽³⁾	Chief Executive Officer	Rome, 1955
Alfredo Antoniozzi ⁽²⁾	Director	Cosenza, 1956
Alberto Bianchi ⁽²⁾	Director	Pistoia, 1954
Cesare Calari ⁽²⁾	Director	Bologna, 1954
Paola Girdinio ⁽²⁾	Director	Genova, 1956
Alberto Pera ⁽²⁾	Director	Albisola Superiore (Savona), 1949
Anna Chiara Svelto ⁽²⁾	Director	Milan, 1968
Angelo Taraborelli ⁽²⁾	Director	Guardiagrele (Chieti), 1948

Notes:

- (1) Non-executive and Independent director pursuant to the Italian Consolidated Financial Act.
- (2) Non-executive and Independent director pursuant to the Italian Consolidated Financial Act and to the Corporate Governance Code.
- (3) Executive director.

The business address of the Board of Directors' members is ENEL's registered office (being ENEL — Società per Azioni, Viale Regina Margherita 137, 00198 Rome, Italy).

The management competence and experience of each director are briefly summarised below:

Maria Patrizia Grieco

Chairman of the Board of Directors of ENEL since May 2014.

Maria Patrizia Grieco has been the Chairman of the board of directors of Enel since May 2014. After graduating in law at the University of Milan, she started her career in 1977 at Italtel, where in 1994 she became chief of the Legal and General Affairs directorate. In 1999, she was appointed General Manager to reorganize and reposition the company, in 2002 she became Chief Executive Officer. Subsequently, she held the positions of Chief Executive Officer of Siemens Informatica, Partner of Value Partners and Chief Executive Officer of the Group Value Team (today NTT Data). From 2008 to 2013, she was Chief Executive Officer of Olivetti, where she also held the role of Chairman from 2011. She has been a director of Fiat Industrial and CIR and she is currently on the boards of Anima Holding, Ferrari and Amplifon. Mrs. Grieco is also a member of the steering committee of Assonime and of the board of directors of Bocconi University. Maria

Patrizia Grieco was appointed Chairman of the Italian Corporate Governance Committee in 2017. The purpose of the Committee is the promotion of good corporate governance practices of Italian listed companies.

Francesco Starace

Francesco Starace is Chief Executive Officer and General Manager of Enel S.p.A. since May 2014. Mr. Starace joined the ENEL Group in 2000, holding several top executive positions including Head of Business Power (from July 2002 to October 2005) and Managing Director of the Market Division (from November 2005 to September 2008). From 2008 to 2014, he served as Chief Executive Officer and General Manager of Enel Green Power, the Group's renewable power generation subsidiary and a leading player in the global renewables industry. In November 2010, Mr. Starace oversaw the Initial Public Offering (IPO) of the company and its listing on the Milan and Madrid Stock Exchanges with a market capitalization of €8 billion. He began his career in construction management of power generation plants, first with the General Electric Group, then at ABB Group, and subsequently at Alstom Power Corporation, where he was Head of Gas Turbines Sales Worldwide. Mr. Starace's consolidated international experience includes periods spent working in the United States, Saudi Arabia, Egypt and Bulgaria. Since June 2014 he has been a member of the Advisory Board of the United Nations' Sustainable Energy 4 All initiative. In May 2015 he joined the Board of Directors of the United Nations' Global Compact. From January 2016 until January 2018 he was co-chair of the World Economic Forum's Energy Utilities and Energy Technologies Community. In October 2016 he was nominated co-chair of the B20 Climate & Resource Efficiency Task Force. In June 2017 he was elected President of the European electricity industry union Eurelectric. The European Commission appointed him Member of the "Multi-stakeholder Platform on the Implementation of the Sustainable Development Goals in the EU" in September 2017. During 2018 he was honoured separately by the governments of Mexico, Colombia and Brazil with commendations and awards in recognition of his services to the energy sectors and sustainable development of those countries. On 31 May 2018 he was made a "Cavaliere del Lavoro." This honour is awarded by the President of the Italian Republic for commitment to – and results achieved in – improving living and working conditions in the country. A graduate in Nuclear Engineering from the Polytechnic University of Milan, he is married and has two sons. He is a keen cyclist, a supporter of A.S. Roma football club and has a passion for poetry.

Alfredo Antoniozzi

Born in 1956 in Cosenza, he graduated in law at the University "La Sapienza" of Rome in 1980 and then he achieved a specialization in labor law, practicing his activity in a law firm. From 1981 to 1990 he was City Councilman at the Municipality of Rome, taking on the office as Counsellor for the Educational Politics; later, he held the office of Counsellor for General Affairs appointed to the Institutional and International Relations of Rome. From 1990 to 2004 he was Region Councilman at the Lazio Region, where he assumed the office as Counsellor for Transport. Furthermore, from 2008 to 2012 he held the office as Counsellor for Heritage and Special Projects at the Municipality of Rome. From 2004 to 2014 he was Member of the European Parliament, where he was a member of the Justice Commission, Legal Commission and Constitutional Affairs Commission. During the same period he also took part in the Delegations for European relationships with the United States of America and the Arabic Peninsula and Central America, as well as he took part in the Delegation at Parliamentary Committee on relationships between EU-Mexico. Member of the Board of Directors of Enel since May 2015.

Alberto Bianchi

He was born in Pistoia in 1954, after the graduation in law and becoming a lawyer, he started to practice the profession of lawyer in 1986 in administrative, commercial, corporate and bankruptcy fields. In this field, initially he has carried out its activity in the law firm of Professor Alberto Predieri (from 1983 to 2001); to the death of the owner (August 2001), he founded the law firm Bianchi and Associates, with main office in

Florence and subsidiaries offices in Rome and Milan. From 2001 to 2007 he was liquidator of EFIM (body of loan for the manufacturing industries); after the suppression of the abovementioned body, he has been appointed (in July 2007) by the Minister of Economy and Finance as commissioner “*ad acta*” for the compulsory winding up of the companies managed by Ligestra, (companies of the Fintecna Group), office that he practices as of today. He was also a member of the liquidator board of Finanziaria Ernesto Breda (from 1994 to 2001), director of Rai New Media, chairman of Firenze Fiera (from 2002 to 2006) and of Dada (internet company listed on the Stock exchange of Milan from 2011 to 2013). Currently he is chairman of the board of directors of “Edizioni di Storia e Letteratura”, as well as director and accounting auditor of several associations and foundations. From March 2016 he is member of the Steering Committee at Cassa di Risparmio Foundation in Florence. Member of the Board of Directors of Enel from May 2014.

Cesare Calari

Born in Bologna in 1954, in 1977 he graduated in law at the University of Bologna and in 1979 he earned a master of arts at the School of Advanced International Studies of Johns Hopkins University (Washington DC). After a short period spent working at the Bank of Italy (1980-1981), in 1981 he joined the World Bank Group, where from 1982 to 2001 he held positions of increasing responsibility within the International Finance Corporation, an affiliate of the World Bank Group whose aim is to support the private sector in developing countries. Among the positions held within the International Finance Corporation, it's worth to mention that of Head of the Sub-Saharan Africa department (from 1997 to 2000) and that of Head of the global financial markets group (from 2000 to 2001). From 2001 to 2006 he was Vice President of the World Bank, responsible for the Bank's operations and strategies in the financial sector, for its work on international financial architecture and for anti-money laundering; during this period, he was also member of the Financial Stability Board (formerly Financial Stability Forum) and Chairman of CGAP (Consultative Group to Assist the Poor), a trust fund for the promotion of microfinance. Since October 2006 he has been partner and managing director of Encourage Capital (formerly Wolfensohn Fund Management), a U.S. company managing private equity investments with high social and environmental impact, and member of the investment committee of Wolfensohn Capital Partners, a private equity fund specialized in emerging markets. Covering such roles, he has gained a wide managerial and strategic experience in the financial services sector, as well as a broad knowledge of corporate and project finance and issues related to corporate governance and regulation of the financial sector worldwide. He has been member of the boards of directors of companies operating in different businesses, such as the Czech Zivnostenska Banka (from 1992 to 1995), the Chilean Moneda Asset Management (from 2001 to 2005), the Italian Assicurazioni Generali (from 2010 to 2013) and Terna (from 2014 to 2017), the Polish International Bank in Poland (from 1991 to 1994) and Meritum Bank (from 2011 to 2013), the Turkish Global Ports Holding (from 2013 to 2016) and the Hungarian Nomura Magyar (from 1991 to 1994). In addition, he has lectured as an adjunct professor of International Finance at Johns Hopkins University, SAIS, in Washington. Member of the Board of Directors of Enel since May 2017.

Paola Girdinio

She graduated in physics science at the University of Genova, in which she was at the beginning researcher (from 1983 to 1987), then she became, first, associate professor (from 1987 to 2000) and then full professor (from 2000 as of today) of electro technology in the engineering department. At the same University of Genova she was also headmaster of the faculty of electrical engineering (from 2001 to 2007), member of the executive board of the centre of the permanent training (from 2006 to 2008), chief of the department of electrical engineering (from 2007 to 2008), headmaster of the faculty of engineering (from 2008 to 2012) and member of the board of directors of the University (from 2012 to 2016). She is the author of several scientific publications on national and international magazines, in which she specialised in electromagnetic events and the related industrial compatibility. Member of the board of director of Ansaldo STS (from 2011 to 2014), of Ansaldo Energia (from 2014 to 2016), of the “Distretto ligure delle tecnologie marine” (from 2010 to 2016)

and of Banca Carige (from 2016 to June 2017), now she is in charge of the same office at the company D'Appolonia of the Rina Group (from 2011). She has been also member of the regency board of Genova of the Bank of Italy (from 2011 to 2016) and she is currently president of the scientific committee for the project "smart city" made by Comune di Genova (from 2011), and a member of the scientific committee of Eurispes (from 2013). From 2015 she is the chairman of the National Observatory for the Cyber Security, Resilience and Business Continuity of Electric Systems to which belong certain of the most important national companies operating in this field. She is a member of Enel's Board of Directors since May 2014.

Alberto Pera

He was born in Albisola Superiore (Savona) in 1949, he graduated in economics at the University "La Sapienza" of Rome and in law at the University of Macerata, he became lawyer and he earned a master's degree of science in economics at the London School of Economics. After a period as a researcher at the Faculty of Economics, University of Rome (1974 – 1978), he started his career as chief of the analysis of the monetary markets at the Banca Nazionale del Lavoro (from 1978 to 1979), he has been an economist at the division of the international markets of capitals of the International Monetary Fund (from 1980 to 1985). Chief of the economics studies of IRI (from 1985 to 1990, in which he also studied the items related to the privatisations of the companies controlled by IRI and he studied the liberalisation of the markets), he was also advisor of the Minister of Industry for the industrial policies of competition (from 1986 to 1990, minding the first Italian antitrust law); in this period he has been member of the board of directors of Italcable (STET Group, from 1986 to 1990) and chairman of Seleco (1988 – 1990). From 1987 to 1991 he was a professor of economy of public enterprises at the "Catholic" University in Milan. First secretary of the Antitrust Authority (from 1990 to 2000), he has also represented the abovementioned Authority at the meetings of the general managers of the competition of the European Union members. From 2001 to 2014 he has been a partner at the Gianni, Origoni, Grippo, Cappelli & Partners Law Firm, in which he has founded the antitrust and regulation department and in which he is of counsel from January 2015. He is currently chairman of the board of directors of Bancapulia (from September 2016) and member of the board of directors of the parent company Veneto Banca (from August 2016 until June 2017). Member of the Board of Directors of Enel from May 2014.

Anna Chiara Svelto

She graduated in law at the University of Milan, she became a lawyer in September 1995. From March 1996 to February 1998 she worked at the legal affairs directorate of Edison, becoming later chief of the legal and corporate affairs directorate of Shell Italia from March 1998 to September 2000. Then she joined the Pirelli Group, in which she worked until May 2016, holding several managerial positions in the parent company, and specifically acting as chief of corporate affairs and compliance department, as well as secretary of the board of directors and secretary of the advisory committees instituted inside the board of directors. From April 2013 to February 2014 she was director and member of the control and risk and corporate governance committee of Prelios, while from April 2016 she is independent director and member of the remuneration committee of ASTM. From June 2016 she joined UBI Banca, as chief general counsel. She is a member of Enel's Board of Directors since May 2014.

Angelo Taraborelli

He was born in Guardiagrele (Chieti) in 1948, after the graduation with honors in Law at the University of Siena in 1971, he obtained a master degree in hydrocarbon business at the High School of Hydrocarbon "Enrico Mattei." He began his professional activity at Eni in 1973, where he held various management offices, up to the role of Director of Planning and Control of Saipem. Then he held the office of the holding's deputy Head of Strategic control and Up-stream development and Gas (in 1996) and, subsequently (in 1998), the office of deputy head of Planning and Industrial Control. Subsequently he held the office of deputy Chairman of Snamprogetti (from 2001 until 2002) and has been chief executive officer for AgipPetroli's

business (2002). From the beginning of 2003, after the incorporation of the aforementioned company in the holding, he was deputy general manager of the marketing area at the Refining & Marketing division. From 2004 until 2007 he was general manager of Eni with responsibility for the Refining & Marketing Division. Until September 2007, he was director of Galp (a Portuguese oil company), deputy Chairman of Unione Petrolifera (association of the oil companies operating in Italy), director of Eni Foundation and Chairman of Eni Trading & Shipping. From 2007 until 2009 he held the office of chief executive officer and general manager of Syndial, Eni's company operating in chemicals and environmental intervention fields. In 2009 he left Eni in order to carry out consultancy in oil industry matters; then he was appointed as distinguished associate of Energy Market Consultants (consultancy firm in oil industry matters with registered office in London) in 2010. Starting from the academic year 2015-2016 he has lectured in "Energy and Environmental Policies" at LUISS Guido Carli University of Rome. He has been a member of Enel's Board of Directors since May 2011.

Conflicts of Interest of the members of the Board of Directors

At the date hereof, none of the members of the Board of Directors has any private interests in conflict with the duties arising from his or her office or position within the Group.

Provisions in the by-laws regarding the integrity requirements of the members of the Board of Directors

In the Extraordinary session of the Shareholders' Meeting held on 22 May 2014, the meeting approved the proposal of the Shareholder, Ministry for the Economy and Finance, presented pursuant to Article 2367 of the Italian Civil Code, to insert in the corporate by-laws a provision concerning integrity requirements and related causes of ineligibility and disqualification from office of the members of the Board of Directors and the consequent by-laws amendments. Such provision was then partially modified by the resolution of the Extraordinary Shareholders' Meeting held on 28 May 2015.

Board of Statutory Auditors

At the date hereof, ENEL's Board of Statutory Auditors, appointed by the Shareholders' Meeting on 26 May 2016 for a term of three financial years, is composed of three regular members, whose names and positions are set forth in the following table, and three alternate members. The Board of Statutory Auditors' mandate will therefore expire on the date of the Shareholders' Meeting to be convened for the approval of the financial statements for the year ending 31 December 2018.

Name	Position	Place and Date of Birth
Sergio Duca	Chairman	Milan, 1947
Roberto Mazzei	Statutory Auditor	Lamezia Terme, 1962
Romina Guglielmetti	Statutory Auditor	Piacenza, 1973

The business address of the Board of Statutory Auditors' members is ENEL's registered office (being ENEL - Società per Azioni, Viale Regina Margherita 137, 00198, Rome, Italy).

The competence and experience of each statutory auditor are briefly summarised below.

Sergio Duca

Chairman of the Board of Statutory Auditors

Graduated with honors in Economics and Business from the "Bocconi" University in Milan. A certified chartered accountant and auditor, as well as auditor authorized by the U.K. Department of Trade and Industry,

he acquired broad experience through the PricewaterhouseCoopers network as the external auditor of important Italian listed companies, including Fiat, Telecom Italia, and Sanpaolo IMI. He was the chairman of PricewaterhouseCoopers S.p.A. from 1997 until July 2007, when he resigned from his office and ceased to be a shareholder of that firm because he had reached the age limit provided for by the bylaws. After serving as, among other things, member of the Edison Foundation's advisory board and the Bocconi University's development committee, as well as chairman of the Bocconi Alumni Association's board of auditors and a member of the board of auditors of the ANDAF (Italian Association of Chief Financial Officers), he was chairman of the board of statutory auditors (and then regular auditor) of Exor until January 2016 and of GTech until April 2015, chairman of the board of auditors of Compagnia di San Paolo and of Silvio Tronchetti Provera Foundation, as well as chairman of the board of statutory auditors of Tosetti Value SIM. Chairman of the board of directors of Orizzonte SGR until October 2016, he was also an independent director of Autostrade Milano-Torino and Sella Gestione SGR. Member of the Ned Community, the Italian association of non-executive directors, he currently holds high offices on the boards of directors and the boards of statutory auditors of important Italian and foreign companies, associations, and foundations, serving as chairman of the board of auditors of the Foundation for the school of the Compagnia di San Paolo and ISPI (Institute for the Study of International Politics), as well as member of the board of directors, senior non-executive director and chairman and financial expert of the audit committee of Ferrari, member of the board of directors as well as of the audit, risk management and corporate governance committees of the Turkish listed company Tofaş, member of the board of statutory auditors of Basic Net and member of the board of auditors of the Intesa San Paolo Foundation. He has been Chairman of Enel's Board of Statutory Auditors since April 2010.

Roberto Mazzei

Statutory Auditor

He was born in Lamezia Terme in 1962 and he graduated in 1986 in business administration at the "Bocconi" University of Milan. Then he continued his academic activity at the same university, where he was professor of the department of corporate and project finance at the management school from 1988 to 2006 and, subsequently, full professor. He is currently associate professor of corporate finance at the University of Sassari, while he was researcher at the Cattolica University of Milan. He is author of several scientific publications on the subject of corporate finance and from 1999 he is also chartered accountant and auditor, activity in which context he provides in particular advise on valuation of companies, intangible assets and impairment. During the nineties he dealt with consulting projects for the World Bank and for the European Bank for Reconstruction and Development in relation to reconstruction measures in certain Eastern-Europe Countries. In 1995 he was one of the founding partner of Medinvest, a company that during the following years provided financial advice in several relevant extraordinary financial transactions involving some listed companies; the activity of Medinvest, starting from 2000, developed also in the field of "merchant banking" with the incorporation of Medinvest International, of which Professor Mazzei is still the managing shareholder. At the end of 2009 the activity of financial advice of Medinvest was transferred to Centrobanca. Furthermore, during the period 2004-2007 he monitored, with Pirelli Re and Lehman, the incorporation of the real estate fund Diomira and the following acquisition of the real estate portfolios of ENPAM and UBI Banca. From 2010 to 2014 he was partner and chairman of Principia SGR, one of the main Italian venture capital companies, that he left at the beginning of 2015. He held and currently holds several offices on the board of directors and on the board of statutory auditors of important companies, also listed, belonging to private or public groups. In particular he was chairman of the board of directors of the Istituto Poligrafico e Zecca dello Stato (from 2009 to 2011), director of Alenia Aeronautica (from 2003 to 2012), founding shareholder and (from 2006 to 2009) director of Banzai, director of Ansaldo Breda (from 2012 to 2013), as well as statutory auditor of Snam (from 2006 to 2012) and Eni Power (from 2006 to 2009). He is currently chairman of the board of directors of GWM Capital Management and director of Bridge Management and Ki Group

(companies listed on AIM Italia market), Finanziaria Tosinvest, Im3D (technological start-up in diagnosis in medical imaging), as well as chairman of the board of statutory auditors of Biancamano (company listed on the MTA of Borsa Italiana).

Romina Guglielmetti

Statutory Auditor

After graduating in law at the University of Parma and becoming a lawyer, she started to practice the legal profession in 2001. She was senior associate of Bonelli Erede law firm and of counsel of Marchetti notary office; she cooperated from 2007 to 2013 with Santa Maria law firm (in which she was also partner), and she is currently founding partner of Starlex – Guglielmetti associated law firm. During her professional activity she has in particular deepened the subjects of corporate governance, corporate law and financial intermediaries. For years she specialized in corporate governance of, amongst others, listed and public companies, with specific regard to the profiles of controls, gender diversity and succession plans. She was an advisor of the Ministry of Equal Opportunity from 2013 to 2015 in the context of the first application of the Law no. 120/2011 on the gender quotas. She is currently a member of the board of directors of important companies, also listed, holding in particular the office of director (and, usually, also of member of the committees with consultative and proposing functions established within the same management bodies) of Tod's, Servizi Italia, Compass Bank, Pininfarina, MBFacta and ACF Fiorentina. She is a member of the Steering Committee of Nedcommunity and teaches in courses and seminars. She lectures at LUISS Guido Carli University of Rome. Since May 2016 she is a regular statutory auditor of Enel.

Conflicts of Interest of the members of the Board of Statutory Auditors

At the date hereof, none of the members of the Board of Statutory Auditors has any private interest in conflict with the duties arising from his or her office or position within the Group.

Board Committees

Establishment of the Control and Risk Committee, the Nomination and Compensation Committee, the Related Parties Committee and the Corporate Governance Committee

In accordance with the provisions of the Corporate Governance Code (*Codice di Autodisciplina*), ENEL's Board of Directors has resolved upon the establishment of the following four committees:

- nomination and compensation committee;
- control and risk committee;
- corporate governance and sustainability committee; and
- related parties committee.

Special organisational regulations approved by the Board of Directors govern the composition, tasks and functioning of the committees.

According to the regulations here above, each committee consists of at least three directors who are appointed by the Board of Directors, which appoints one of them as chairman. In particular:

- the nomination and compensation committee, recommended by the Corporate Governance Code, is composed of at least three non-executive Directors, the majority of whom (including the Chairman) are independent pursuant to the Corporate Governance Code;

- the control and risk committee, recommended by the Corporate Governance Code is made up of at least three non-executive Directors, the majority of whom (including the Chairman) are independent pursuant to the Corporate Governance Code;
- the related parties committee, established pursuant to Consob's Resolution no. 17721 of 12 March 2010 concerning transactions with related parties, is made up of at least three Directors who qualify as independent pursuant to the Corporate Governance Code; and
- the corporate governance and sustainability committee, made up of at least three Directors, the majority of whom qualify as independent pursuant to the Corporate Governance Code.

In carrying out their duties, the committees above are empowered to access the information and corporate departments necessary to perform their respective tasks and may avail themselves of external consultants at the Company's expense subject to the limits of the budget approved for each committee by the board of directors (except for the related parties committee that is not subject to budget limits in retaining external consultants). In this regard, it should be noted that in the event that the nomination and compensation committee decides to avail itself of external consultants in order to obtain information on market practices concerning remuneration policies, it previously verifies that the consultant is not in any situation which may effectively compromise his independence of judgement, while the related parties committee ascertains the independence and the absence of conflicts of interest, as well as the consultant's professional competence and skills in relation to the subjects of the transactions in which respect the committee shall issue its opinion.

Each committee appoints a secretary, who needs not be one of its members, who is assigned the task of drafting the meeting minutes.

The chairman of the Board of Statutory Auditors, or another designated auditor, attends the meetings of each committee (the other regular statutory auditors are also entitled to attend) and, upon invitation by the chairman of the relevant committee, meetings may also be attended by other members of the board of directors or representatives of the company's functions or third parties whose presence may support the performance of the committee's duties. The meetings of the control and risk committee are also normally attended by the head of the "Audit" function, and the meetings of the nomination and compensation committee are also normally attended by the head of the "People and Organisation" function; no directors may attend those meetings of the nomination and compensation committee that are called to resolve upon proposals regarding their own compensation, to be submitted to the Board of Directors, except in the case of proposals concerning all the members of the committees established within the Board of Directors.

Control and Risk Committee

The control and risk committee has the task of supporting, through an adequate review process, the assessments and decisions on the part of the Board of Directors regarding the internal control and risk management system and the approval of periodic financial reports.

Specifically, the control and risk committee is entrusted with the following consultative and proposing tasks:

- (i) supporting the Board of Directors, by formulating specific opinions, in connection with the performance of its tasks on internal control and risk management matters;
- (ii) assessing, together with the executive in charge of preparing the corporate accounting documents and after consulting with the auditing firm and the Board of Statutory Auditors, the proper application of accounting principles and their uniformity for purposes of preparing the periodic financial reports;
- (iii) expressing opinions on specific aspects regarding the identification of the Company's and the ENEL Group's main risks;

- (iv) reviewing periodic reports concerning assessments on the internal control and risk management system, as well as the other reports prepared by the Audit Department that are particularly significant;
- (v) monitoring the independence, adequacy, effectiveness and efficiency of the “Audit” function;
- (vi) performing the additional tasks assigned to the committee by the Board of Directors, with particular regard to (a) reviewing the contents of the sustainability report that are relevant for purposes of the internal control and risk management system, issuing in such regard a prior opinion to the Board of Directors called to approve such report, and (b) reviewing, together with the Corporate Governance and Sustainability Committee, the main corporate rules and procedures related to the internal control and risk management system which are relevant for stakeholders, with particular reference to the Compliance Programme prepared pursuant to Legislative Decree No. 231/2001, the Code of Ethics, the “Zero Tolerance for Corruption” Plan and the Human Rights Policies, submitting such documents to the Board of Directors for approval and assessing any subsequent amendments or supplements to the same; and
- (vii) reporting to the Board of Directors at least once every six months on the work performed and on the adequacy of the internal control and risk management system; and
- (viii) carrying out any preliminary activity to support the Board of Directors in its evaluations and decisions regarding the management of risks arising from events that are potentially damaging in relation to which the board has become aware of.

The committee may also ask the “Audit” function to perform checks on specific operating areas, giving simultaneous notice to the chairman of the Board of Statutory Auditors and, except where the subject matter of the request specifically concerns such persons’ activity, to the Chairman of the Board of Directors and the Director in charge of the internal control and risk management system.

At the date hereof, such committee is composed of Angelo Taraborrelli (Chairman), Paola Girdinio, Alberto Pera and Anna Chiara Svelto.

Nomination and Compensation Committee

The current nomination and compensation committee is made up entirely of Directors who qualify as independent pursuant to the Corporate Governance Code.

The nomination and compensation committee is responsible for supporting the Board of Directors, through proper enquiry, the assessments and decisions of the Board on the size and composition of the board, as well as the compensation of the executive Directors and of the executives with strategic responsibilities. Specifically, the nomination and compensation committee is entrusted with the following consultative and proposing tasks:

- formulating opinions to the Board of Directors on the size and composition of the Board and expressing recommendations on the professional profiles whose participation on the Board would be deemed advisable;
- expressing recommendations to the Board of Directors on the contents of the policy on the maximum number of offices within boards of directors and control of other companies of significant size which could be considered compatible with the effective performance of the office of Director of the Company;
- expressing recommendations to the Board of Directors on controversial issues related to the application of the restriction on competition imposed upon directors pursuant to article 2390 of the

Italian Civil Code if the Shareholders' Meeting – for organisational reasons – has authorized, on a general and preliminary basis, exemptions from such restriction;

- proposing candidates for the role of Director to the Board of Directors, taking into account suggestions that may be made by shareholders:
 - in the case of co-optation, should it be necessary, to replace independent directors;
 - if, in the event of the renewal of the Board of Directors, it is envisaged that it will not be possible to draw the required number of Directors from the lists submitted by the shareholders, so that the outgoing Board may, in this case, provide its own nominations to be submitted to the Shareholders' Meeting;
 - if, in the case of a renewal of the Board of Directors, the outgoing board decides to avail itself of the right, provided under the bylaws, to submit its own slate;
- in cooperation with the Corporate Governance and Sustainability Committee, assisting the Board of Directors in drafting a contingency plan, which shall provide for the steps to be taken to ensure that the Company's activities are regularly managed in the event of early termination of the chief executive officer;
- in the event of early termination of the Chief Executive Officer, proposing to the Board of Directors the new Chief Executive Officer in accordance with the Corporate Governance and Sustainability Committee, taking also into consideration any indications provided by those shareholders that submitted the slate from which the outgoing chief executive office was drawn;
- submitting proposals for the compensation of the Directors and key executives to the Board of Directors, periodically evaluating the adequacy, overall consistency and actual application of the policy adopted, also on the basis of the information provided by the Chief Executive Officer concerning the implementation of such policy with respect to the executives with strategic responsibilities;
- submitting to the Board of Directors proposals for, or expressing opinions on, the compensation of the executive directors and the other Directors who hold particular offices, as well as the identification performance targets related to the variable component of such compensation, monitoring the implementation of the decisions adopted by the Board and verifying, in particular, the actual achievement of performance targets;
- examining in advance the annual remuneration report to be made available to the public in view of the Shareholder's Meeting convened for the approval of the annual financial statements.

As part of its duties, the nomination and compensation committee also plays a central role in elaborating and monitoring the performance of incentive systems (including stock-based plans, if any), addressed to the management and conceived as instruments aimed at attracting and motivating resources with appropriate expertise and experience, developing their sense of belonging and ensuring their constant, enduring effort to create value. The committee can also assist the chief executive officer and the corporate functions concerned with regard to making the best use of managerial resources, finding talent and promoting related initiatives with university institutions.

At the date hereof, the nomination and compensation committee is composed of Alberto Bianchi (Chairman), Cesare Calari, Paola Girdinio and Alberto Pera.

Related Parties Committee

According to ENEL's procedure for transactions with related parties (see below under the paragraph "*Transactions with Related Parties*") and to its own organisational regulations, the related parties committee has been assigned with the task of issuing reasoned opinions on the interests of ENEL (as well as those of ENEL's directly or indirectly controlled subsidiaries that may be involved from time to time) in the completion of transactions with related parties, expressing an assessment on the advantageousness and substantial fairness of the relevant conditions after receiving timely and adequate information in advance. In connection with transactions of major importance (as defined in the aforementioned procedure), such committee may also request information and make comments to the chief executive officer and those persons in charge of the negotiations or the inquiry on matters related to the information received. Lastly, the committee decides upon those cases, submitted to its attention by the advisory board established pursuant to the same procedure, in which the identification of a related party or the ordinary nature of a transaction is disputed.

At the date hereof, the committee is composed of Anna Chiara Svelto (Chairman), Alfredo Antoniozzi, Alberto Bianchi and Cesare Calari.

Corporate Governance and Sustainability Committee

The current corporate governance and sustainability committee is made up entirely of Directors who qualify as independent pursuant to the Italian Consolidated Financial Act and the Directors, Alfredo Antoniozzi and Angelo Taraborrelli, also qualify as independent pursuant to the Corporate Governance Code.

The committee assists with preliminary functions, both proposing and consultative in nature, the Board of Directors on its assessments and decisions related to the corporate governance of the Company and the Group and on sustainability issues. In this regard, the corporate governance and sustainability committee has the following specific tasks:

- monitoring the evolution of the legal framework, as well as national and international best practices in relation to corporate governance, updating the Board of Directors in case of significant changes;
- verifying that the corporate governance system adopted by the Company and the ENEL Group is compliant with applicable laws, recommendations set forth under the Corporate Governance Code and national and international best practices;
- submitting proposals for the review of the aforementioned corporate governance system to the Board of Directors if is deemed necessary or appropriate;
- preparing the Board review process, by submitting to the Board of Directors' proposals for the grant of the mandate to a firm specialized in the sector, identifying the matters to be assessed and defining the modalities and timeframes to be followed in such regard;
- supporting the Board of Directors, together with the nomination and compensation committee, in preparing a contingency plan providing the activities to be carried out in order to guarantee the proper management of the Company in case of early cessation of the chief executive officer before the expiry of the ordinary term of office (the so-called "crisis management" case);
- in the event of early termination of the Chief Executive Officer, proposing to the Board of Directors the new Chief Executive Officer in accordance with the nomination and compensation committee, taking also into consideration any indications provided by those shareholders that submitted the slate from which the outgoing chief executive office was drawn;

- examining, in advance, the annual report on corporate governance to be published with the documentation connected with the annual financial statements;
- monitoring on sustainability-related issues in connection with the Company's business and the interaction dynamics between the latter and its stakeholders;
- examining the guidelines set forth under the sustainability plan and the implementation modalities of the sustainability policy;
- monitoring the inclusion of the Company in the main sustainability indexes, as well as its participation to the most relevant international events on this matter;
- examining the general structure of the sustainability report and the structure of its contents, as well as the completeness and transparency of the disclosure provided through such report, issuing in such regard a prior opinion to the board of directors called upon to approve such document;
- examining the main corporate rules and procedures that might be relevant for stakeholders – together with the control and risk committee whenever such rules and procedures are related to the internal control and risk management system – and submitting these documents for approval to the board of directors, evaluating whether they should subsequently be amended or supplemented; and
- performing the additional tasks assigned to it by the Board of Directors.

At the date hereof, such committee is composed of Patrizia Grieco (Chairman), Alfredo Antoniozzi and Angelo Taraborrelli.

Other Corporate Governance Matters

Implementation of Corporate Governance Rules

The corporate governance structure in place at ENEL and in the group of companies that it controls reflects the principles set forth in the Corporate Governance Code, as well as the recommendations made in this regard by CONSOB and, more generally, international best practice.

In addition to establishing the above-described committees, ENEL has, among other things, identified an officer responsible for relationships with institutional investors and other shareholders and, as already mentioned, has adopted an internal procedure for the discipline of transactions with related parties.

Adoption of a Compliance Programme

In July 2002, the Board of Directors approved a compliance programme pursuant to the requirements of Legislative Decree No. 231 of 8 June 2001, which introduced into the Italian legal system a regime of administrative (but, in fact, criminal) liability with respect to companies for several kinds of crimes committed by the directors, executives, or employees in the interest of or for the benefit of the companies themselves. Such compliance programme, which was regularly updated, is consistent with the guidelines on the subject established by industry associations and represents another step towards strictness, transparency and a sense of responsibility in both internal relations and those with the external world. At the same time, the compliance programme offers shareholders adequate assurance of efficient and fair management.

Transactions with Related Parties

The relationships between the ENEL Group and its related parties primarily consist of business transactions relating to the sale and purchase of products and the provision of services. They fall within the ordinary activities carried out by the ENEL Group.

A procedure has been implemented within the Group, adopted by the Board of Directors in compliance with CONSOB regulation, aimed at governing the approval and conclusion of related party transactions carried out by Enel, either directly or through its subsidiaries, in order to ensure the transparency and fairness of such transactions from both a substantive and formal standpoint; such procedure is available on the Company's website.

Such procedure was approved by the Board of Directors in November 2010, pursuant to Article 2391-*bis* of the Italian Civil Code and to Consob's Resolution No. 17221/2010 (as amended by Consob's Resolution No. 19974/2017), and subsequently amended by the same Board of Directors in June 2011, in December 2012 and, lastly, in January 2014.

For more details on the transactions with related parties, see Note 28 to the Half Year Report as of 30 June 2018 and Note 47 to the 2017 Audited Consolidated Financial Statements.

Executive in Charge of preparing the Corporate Accounting Documents

Pursuant to the provisions of Article 154-*bis*, paragraph 1, of the Italian Consolidated Financial Act, and the by-laws, the Board of Directors, after receiving the opinion of the Board of Statutory Auditors, is required to appoint an "executive in charge of preparing the corporate accounting documents".

This role is currently held by Alberto De Paoli, head of the Company's Administration, Finance and Control department, which fulfils (as ascertained by the Board of Directors on 4 November 2014) the relevant professional requirements set forth under the Italian Consolidated Financial Act and the by-laws.

The duty of such executive is to establish appropriate administrative and accounting procedures for the preparation of the financial statements of ENEL and the Group's consolidated financial statements, and all other financial documents.

Principal Officers

The following table sets forth the ENEL Group's officers with strategic responsibilities and their positions as of the date of this Base Prospectus.

Name	Position
Francesco Venturini.....	Head, Enel X
Livio Gallo	Head, Global Infrastructure and Networks
Enrico Viale.....	Head, Global Thermal Generation
Claudio Machetti.....	Head, Global Trading
Antonio Cammisecra.....	Head, Global Renewable Energies
Salvatore Bernabei	Head, Global Procurement
Carlo Tamburi	Head, Italy
José Bogas Gálvez	Head, Iberia
Maurizio Bezzeccheri	Head, South America
Simone Mori	Head, Europe and Euro-Mediterranean Affairs
Alberto De Paoli	Head, Administration, Finance and Control
Francesca Di Carlo.....	Head, People and Organization

Independent Auditors

The independent auditor of ENEL is EY S.p.A., whose registered office is at Via Po, 32, 00198, Rome, Italy. EY S.p.A. is authorised and regulated by the Italian Ministry of Economy and Finance (“MEF”) and registered on the special register of auditing firms held by the MEF. EY S.p.A. is a member of ASSIREVI, the Italian association of auditing firms.

EY S.p.A. has audited, in accordance with International Standards on Auditing (ISA Italia) implemented in accordance with article 11 of Legislative Decree n. 39, dated 27 January 2010, ENEL’s consolidated financial statements as of 31 December 2016 and 2017 and for the years then ended, prepared in accordance with International Financial Reporting Standards adopted in the EU and the Italian regulations implementing Article 9 of Legislative Decree No. 38/05, without qualification, as stated in the convenience translation into English of their reports incorporated by reference in this Base Prospectus.

EY’s current appointment will expire on the date of the Shareholders’ Meeting called for the approval of ENEL’s annual financial statements as of 31 December 2019.

The auditors of ENEL are independent auditors with respect to ENEL.

DESCRIPTION OF ENEL FINANCE INTERNATIONAL N.V.

General

ENEL N.V. was incorporated (as ENEL Trading Rus B.V.) as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid* or B.V.) under the laws of The Netherlands on 26 September 2008 and operates in accordance with the Dutch Civil Code (*Burgerlijk Wetboek*). It was converted into a limited liability company (*naamloze vennootschap* or N.V.) under the laws of The Netherlands on 7 September 2010. It was renamed on 4 October 2010.

ENEL N.V. is 100 per cent. indirectly owned by ENEL.

ENEL N.V. is registered with the trade register of the Dutch Chamber of Commerce under number 34313428 and its telephone number is +31 20 5218 777. The registered office of ENEL N.V. is at Herengracht 471, 1017 BS Amsterdam, The Netherlands. Its corporate seat is at Amsterdam, The Netherlands.

Merger

On 1 December 2010, in the context of an internal reorganisation of the ENEL Group, ENEL N.V. merged with ENEL Finance International S.A. (“**ENEL S.A.**”), a company incorporated as a public limited liability company (*société anonyme*) established under the laws of Luxembourg on 3 July 1997, having its registered office in Luxembourg. The cross-border merger was carried out in accordance with Directive 2005/56/EC of the European Parliament and of the Council of 26 October 2005 on cross-border mergers of limited liability companies and the provisions of Title 7, Book 2 of the Dutch Civil Code (*Burgerlijk Wetboek*), as a result of which ENEL N.V. (as acquiring and surviving entity) acquired all the rights, assets, obligations and liabilities of ENEL S.A. (as disappearing entity) under universal succession of title, including – without limitation – any and all payment obligations in connection with the Notes issued by ENEL S.A. under the Programme prior to the merger.

Prior to the merger with ENEL S.A., ENEL N.V. was a dormant vehicle with no assets and no commercial activities.

Demerger of Enel Green Power International B.V.

On 27 May 2016 the Board of Directors of ENEL N.V. approved the demerger proposal to transfer certain assets and liabilities of Enel Green Power International B.V. to ENEL N.V. whose value, at the date of demerger proposal, was equal to Euro 983 million (of which Euro 5,207 million of assets and Euro 4,224 million of liabilities). The demerger transaction was completed on 24 October 2016.

The difference in the amount of assets and liabilities occurred between demerger balance sheet proposal in and date of effectiveness of the demerger, was equal to Euro 204 million.

Change of the shareholding structure

On 9 July 2018, ENEL incorporated a wholly owned Italian subsidiary, Enel Holding Finance S.r.L., to which it contributed and transferred a part of the investment equal to 1,109,092,990 shares, i.e. 74.999 per cent. of the entire capital, held in ENEL N.V..

The capital of Enel Holding Finance S.r.L. is set at € 10,000 (ten thousand) and is fully underwritten by the sole shareholder ENEL. The share premium reserve is set at € 1,797,828.528.50.

On 9 July 2018, a Deed of contribution and transfer of shares has been executed by Maria Yvonne Hillegonda Johanna Den Boer the civil-law notary in Amsterdam, The Netherlands.

ENEL N.V. is currently 100% indirectly owned by ENEL:

- 25.001% of ENEL N.V. is owned by ENEL directly
- 74.999% of ENEL N.V. is owned by ENEL through its 100% subsidiary Enel Holding Finance S.r.L..

Corporate Purpose

Pursuant to the articles of association of Enel N.V. as amended on July 7, 2017, the objects of Enel N.V. include: (i) financing companies and enterprises, borrowing and lending money, providing undertakings and guarantees and binding the company or the company's assets for the benefit of third parties, including companies with which the company is affiliated in a group, (ii) issuing, selling and purchasing bonds, debt instruments, shares, profit-sharing certificates, options and other securities of whatever nature, (iii) providing administrative, clerical and other services to other companies and enterprises mainly engaged in the financial sector, and (iv) performing all that is related to the above or may be conducive thereto.

Principal Activities

ENEL N.V. operates as a financing company for the ENEL Group, raising funds through notes issuances, loans and other facilities and on lending the funds so raised to the companies belonging to the ENEL Group.

ENEL N.V. is also part of the centralising financial flows process and acts as the primary reference for the management of financial needs or liquidity generated by the operating entities that are part of the ENEL Group.

ENEL N.V. acts solely as a financing company for the ENEL Group and therefore is not engaged in market competition in the energy sector with third parties.

Lending to companies belonging to the ENEL Group

As the acquiring company in the merger with ENEL S.A., ENEL N.V. succeeded, as lender, in the outstanding short and long terms financial operations with companies belonging to the ENEL Group.

The financial agreements in place as at 30 June 2018 with principal amounts outstanding thereunder above €50 million are the following⁸:

Long term operations

- €4,753 million long-term facility granted to ENEL Iberoamerica S.r.l. (formerly ENEL Energy Europe S.L.), bearing interest at a fixed rate, maturing on 30 November 2019;
- €3,500 million long-term facility granted to e-distribuzione S.p.A. (formerly, ENEL Distribuzione S.p.A.), bearing interest at a fixed rate, maturing on 19 April 2022;
- €3,000 million term loan facility granted to Endesa S.A., bearing interest at a fixed rate, maturing on 29 October 2024;
- €2,000 million long-term facility granted to e-distribuzione S.p.A. (formerly, ENEL Distribuzione S.p.A.), bearing interest at a fixed rate, maturing on 26 October 2022;

⁸ unaudited data extracted from internal records of ENEL N.V.

- €2,000 million long-term facility granted to ENEL Produzione S.p.A., bearing interest at a fixed rate, maturing on 23 October 2020;
- €1,022 million long-term facility granted to ENEL Green Power S.p.A., bearing interest at a floating rate, maturing on 28 March 2027;
- €1,000 million long-term facility granted to Endesa S.A., bearing interest at a floating rate, maturing on 30 June 2020
- €750 million long-term loan agreement, granted to ENEL S.p.A., bearing interest at a fixed rate, maturing on 8 June 2028;
- €691 million loan facility agreement, granted to Enel Holding Cile S.r.l., bearing interest at floating rate, maturing on 28 March 2027;
- €500 million loan facility agreement, granted to ENEL S.p.A., bearing interest at a fixed rate, maturing on 31 July 2023.
- €700 million loan facility agreement, granted to ENEL S.p.A., bearing interest at a fixed rate, maturing on 31 July 2023.
- €150 million loan facility agreements, granted to Enel Green Power Hellas SA, bearing interest at a fixed rate, maturing on 31 July 2023;
- €150 million long-term facility granted to ENEL Green Power S.p.A., bearing interest at a floating rate, maturing on 10 May 2028;
- €100 million loan facility agreement, granted to ENEL Sole S.r.l., bearing interest at a floating rate, maturing on 24 September 2024;
- USD 644 million loan facility agreement, granted to Enel Green Power del Sur SPA formerly Parque Eolico Renaico SPA, bearing interest at a floating rate, maturing on 31 December 2027;
- USD 473 million loan facility agreement, granted to Enel Green Power North America Inc., bearing interest at floating rate, maturing on 29 December 2027;
- USD 126 million loan facility agreement, granted to PH Chucas S.A., bearing interest at a floating rate, maturing on 31 December 2026;
- USD 68 million loan facility agreement, granted to Vientos del Altiplano S.de R.L.de C.V., bearing interest at a floating rate, maturing on 31 December 2026;
- USD 124 million loan facility agreement, granted to Energias Renovables La Mata Sapi de CV, bearing interest at a floating rate, maturing on 31 December 2031;
- USD 125 million loan facility agreement, granted to Energía Limpia de Palo Alto, S.de R.L.de C.V., bearing interest at a floating rate, maturing on 31 December 2026.

Short term operations

- ZAR 700 million revolving facility agreement, granted to ENEL Green Power South Afrika, bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for ZAR 664 million;

- USD 950 million revolving facility agreement, granted to ENEL Green Power North America Inc., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 912 million;
- USD 428 million revolving facility agreement, granted to Villanueva Solar S.A. de C.V., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 428 million;
- USD 293 million revolving facility agreement, granted to Parque Solar Villanueva Tres S.A. De C.V., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 293 million;
- USD 347 million revolving facility agreement, granted to Energía Limpia de Amistad S. De R.L. de C.V., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 286 million;
- USD 245 million revolving facility agreement, granted to Parque Solar Don Jose S.A. De C.V., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 245 million;
- USD 400 million revolving facility agreement, granted to Enel Green Power Mexico S. De R.L. de C.V., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 90 million;
- USD 250 million revolving facility agreement, granted to Enel Green Power Perú S.A., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 226 million;
- USD 215 million revolving facility agreement, granted to Dominica Energía Limpia S. de R.L. de C.V., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 208 million;
- USD 175 million revolving facility agreement, granted to EnerNOC, Inc., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 159 million;
- USD 125 million revolving facility agreement, granted to Parque Salitrillos S.A. de C.V., bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for USD 89 million;
- €132 million revolving facility agreement, granted to ENEL Green Power Hellas SA, bearing interest at a floating rate, maturing on 31 December 2018, as at 30 June 2018 the facility has been utilised for €115 million;
- €1,000 million revolving credit facility granted to e-distribuzione S.p.A., maturing on 31 December 2018; as at 30 June 2018 the facility has been fully utilised for €1,000 million;
- €2,000 million revolving credit facility granted to Enel Green Power S.p.A., maturing on 31 December 2018; as at 30 June 2018 the facility has been utilised for €1,600 million;
- €250 million revolving credit facility granted to Open Fiber S.p.A., maturing on 20 December 2018; as at 30 June 2018 the facility has been utilised for €250 million;

- €1,500 million revolving credit facility granted to ENEL Produzione S.p.A., maturing on 31 December 2018; as at 30 June 2018 the facility has been utilised for €1,500 million;
- €800 million revolving credit facility, granted to ENEL Trade S.p.A., bearing interest at a fixed rate, maturing on 31 December 2018; as at 30 June 2018 the facility has been utilised for €300 million;
- €200 million revolving credit facility, granted to ENEL Iberoamerica S.r.l. bearing interest at a floating rate, maturing on 31 December 2018; as at 30 June 2018 the facility has been not utilised;
- €1,500 million uncommitted revolving facility agreement, granted to Endesa S. A., bearing interest at a floating rate, maturing on 28 December 2018; as at 30 June 2018 the facility has been utilised for €700 million;

Indebtedness of ENEL N.V.

In order to provide the companies belonging to the ENEL Group with the funds they require, ENEL N.V. raises funds through bond issuances, loans and other facilities.

The table below sets forth the principal amount outstanding of the main series of notes, as at 30 June 2018, above the threshold of €300 million, guaranteed by ENEL and issued under the Programme, of which ENEL N.V. is currently the primary obligor⁹.

Notes	Maturity	Interest Rate
		%
EUR 544 million fixed rate Notes ^{(2) (3) 10}	2018	5.7500
CHF 350 million fixed rate Notes	2018	2.7500
EUR 482 million fixed rate Notes ^{(2) (3)}	2020	4.8750
EUR 533 million fixed rate Notes ^{(2) (3)}	2021	5.0000
USD 2,000 million fixed rate Notes.....	2022	2.8750
EUR 2,077 million fixed rate Notes ^{(1) (3)}	2022	5.0000
EUR 674 million fixed rate Notes ⁽³⁾	2023	4.8750
USD 1,250 million fixed rate Notes.....	2023	2.7500
EUR 300 million fixed rate Notes	2023	5.2500
GBP 850 million fixed rate Notes ⁽¹⁾	2024	5.6250
EUR 1,250 million fixed rate Notes	2024	1.0000
EUR 1,463 million fixed rate Notes ⁽²⁾	2025	1.9660
EUR 1,257 million fixed rate Notes ⁽³⁾	2026	1.3750
EUR 1,250 million fixed rate Notes.....	2026	1.1250
USD 2,000 million fixed rate Notes.....	2027	3.6250
USD 1,250 million fixed rate Notes.....	2028	3.5000

⁹ the table includes unaudited data extracted from internal records of ENEL N.V.

¹⁰ Bond repayed on 24/10/2018 following its expiry.

Notes	Maturity	Interest Rate
		%
JPY 20,000 million fixed rate Notes ¹¹	2037	3.2500
USD 1,000 million fixed rate Notes ⁽¹⁾	2037	6.8000
USD 1,500 million fixed rate Notes ⁽¹⁾	2039	6.0000
GBP 1,400 million fixed rate Notes ⁽¹⁾	2040	5.7500
USD 1,500 million fixed rate Notes	2047	4.7500
***** ISSUED ON 14/sept/2018 *****		
USD 1,250 million fixed rate Notes	2023	4.250
USD 1,500 million fixed rate Notes	2025	4.6250
USD 1,250 million fixed rate Notes	2029	4.8750

Note:

- (1) Originally issued under the Programme by ENEL S.A., which merged into ENEL N.V.
- (2) Notes partially exchanged pursuant to the terms of an exchange offer transaction settled on 27 January 2015.
- (3) Notes partially repaid and exchanged pursuant to the terms of an exchange offer transaction settled on 1 June 2016.

ENEL N.V. is also currently the issuer under a commercial paper programme guaranteed by ENEL. In the context of the last update of the commercial paper programme which occurred prior to the merger on 3 June 2010, the maximum aggregate principal amount of all commercial paper outstanding from time to time under the commercial paper programme has been increased from €4,000 million to €6,000 million. As at 30 June 2018, ENEL N.V. has outstanding €2,190 million in aggregate principal amount of commercial paper.

On 8 February 2013, ENEL N.V. (as original borrower) and ENEL (as original borrower and guarantor) signed a revolving facility agreement with a pool of banks, for an amount of €9,440 million (the “**2013 Revolving Facility Agreement**”) which replaced – with effect from 18 March 2014 – a 5-year multi-borrower revolving credit agreement dated 19 April 2010. The 2013 Revolving Facility Agreement was aimed at assuring a reasonable long-term credit facility at favourable market conditions and may be considered as a back-up creditline to face any possible liquidity problem affecting the commercial paper market. On 12 February 2015, ENEL N.V. and ENEL have signed with the same pool of banks a supplemental agreement to amend the financial costs and tenor of the 2013 Revolving Facility Agreement. Considering the current rating of ENEL, the margin that will be applied in case of utilisation has been reduced from 190 to 80 basis points and the commitment fees from 40% to 38% of the margin. The final maturity date has been extended from April 2018 to 12 February 2020. As at 30 June 2018, such credit facility was not utilised.

The meeting of holders of the €300,000,000 5.25 per cent. Notes due September 2023 (ISIN: XS0177089298) issued by EIH and guaranteed by ENEL was convened for the purpose of resolving upon the substitution of ENEL N.V. as issuer of the mentioned notes. Upon approval of the proposed substitution and the entering into the relevant contractual documentation on 4 October 2016, ENEL N.V. has become the new principal obligor under such notes.

¹¹ Early repayment on 03/10/2018 according to the execution of a call option

Share Capital

As at the date of this Base Prospectus, the issued share capital of ENEL N.V. amounts to €1,478,810,370 and is represented by 1,478,810,370 shares with a nominal value of €1 each, which are all held by ENEL (25,001%) and ENEL's wholly owned subsidiary Enel Holding Finance S.r.l. (74,999%).

Members of the Management Board

ENEL N.V. is managed by a management board, currently composed of four members. Members of the management board are appointed by the general meeting of shareholders of ENEL N.V., which may dismiss them at any time. The management board has the power to perform all acts of administration and disposition in compliance with the corporate objects of ENEL N.V.

Pursuant to its articles of association, ENEL N.V. can be validly represented by the management board in its entirety and by the joint signatures of any two members of the management board. Alternatively ENEL N.V. can be validly represented by the single signature of any person who shall have been appointed as representative of ENEL N.V. by the management board by means of a power of attorney.

As at the date hereof, the members of the management board are:

- A.J.M. Nieuwenhuizen
- H. Marseille
- E. Di Giacomo
- A. Canta

The business address of each of ENEL N.V.'s current management board members is that of ENEL N.V.'s registered office at Herengracht 471, 1017 BS Amsterdam, The Netherlands.

ENEL N.V. considers itself to comply with all Dutch laws relating to corporate governance that are applicable to it.

ENEL N.V. does not have a separate audit committee.

Conflicts of Interest

As at the date hereof, the abovementioned members of the management board and the principal officers of ENEL N.V. do not have conflicts of interests between any duties to ENEL N.V. and their private interests or duties.

Employees

As at the date hereof, ENEL N.V. has 7 employees.

Independent Auditors

The independent auditor of ENEL N.V. is Ernst & Young Accountants LLP, whose registered office is Boompjes 258, 3011 XZ Rotterdam, The Netherlands. Ernst & Young Accountants LLP is an audit firm for which the auditors are registered with the Royal Netherlands Institute of Chartered Accountants ("NBA").

Ernst & Young Accountants LLP was appointed on 29 July 2011 as independent auditors of ENEL N.V. Ernst & Young Accountants LLP has audited, *inter alia*, the financial statements of ENEL N.V. for the financial

year ended 31 December 2016 and 31 December 2017 that are incorporated by reference in this Base Prospectus. The audits have been performed in accordance with Dutch law. The above financial statements for the 2016 and 2017 financial years are prepared in accordance with International Financial Reporting Standards as adopted by the EU and Part 9 of Book 2 of the Dutch Civil Code.

The interim condensed financial statements of ENEL N.V. for the six month period ended 30 June 2018 have not been audited or reviewed by Ernst & Young Accountants LLP.

The current appointment of Ernst & Young Accountants LLP will expire on the date of the shareholders' meeting convened to approve ENEL N.V.'s annual statutory financial statements as at 31 December 2019, unless audit firm rotation is required earlier by local law.

The auditors of ENEL N.V. are independent in respect to ENEL N.V. and ENEL.

SELECTED FINANCIAL INFORMATION FOR ENEL

The following summary financial data in respect of the financial years ended 31 December 2016 and 2017 and for the six-month periods ended 30 June 2017 and 2018 has been extracted from the ENEL Group's audited consolidated financial statements as of 31 December 2016 and 2017 and for the years then ended and from the unaudited condensed interim consolidated financial statements as of 30 June 2018, respectively.

The audited consolidated financial statements as of 31 December 2017 and 2016 and for the years then ended have been prepared in accordance with IFRS as published by the International Accounting Standards Board and endorsed by the European Union and the Italian regulation implementing Article 9 of Legislative Decree No. 38/05, and were approved by the board of directors of ENEL on 24 March 2018 and 16 March 2017, respectively. IFRS as endorsed by the European Union differs in certain important respects from generally accepted accounting principles in the United States.

The unaudited condensed interim consolidated financial statements as of 30 June 2018 and for the six months then ended have been prepared applying the same accounting principles and measurement criteria as those used for the preparation of the audited consolidated financial statements as of 31 December 2017 and 2016 and for the years then ended, except for the application of the new accounting standards "IFRS 9 – Financial Instruments" and "IFRS 15 – Contracts with Customers" and other new standards, amendments or improvements applicable from 1 January 2018, the effects of which are illustrated in the Note 3, "Effects of the introduction of new accounting standards" thereto. The unaudited condensed interim consolidated financial statements as of 30 June 2018 and for the six months then ended were approved by the board of directors of ENEL on 31 July 2018.

Interim results for the first six months of 2018 are not necessarily indicative of the results of operations that may be expected for any other interim period in 2018 or for the full year.

	Year ended at 31 December		Six month period ended 30 June	
	2017	2016	2018	2017
	<i>(€'000 m)</i>			
Income data				
Revenues	74,639	70,592	36,027	36,315
Operating income	9,792	8,921	4,875	4,854
Net income from continuing operations.....	5,329	3,787	2,723	2,493
Net income for the period attributable to shareholders of the parent company	3,779	2,570	2,020	1,847
Financial data				
Net financial debt ⁽¹⁾	(37,410)	(37,553)	(41,594)	
Total shareholders' equity	52,161	52,575	46,843	
Cash flow from operating activities.....	10,125	9,847	4,361	4,036
Capital expenditure.....	8,130	8,552	3,114	3,465

(1) The following table provides a reconciliation of Net financial debt for the periods indicated:

	Year ended at 31 December		Six month period ended 30 June
	2017	2016	2018
	<i>(€'000 m)</i>		
Cash and cash equivalents on hand.....	343	298	315
Bank and post office deposits.....	6,486	7,777	5,911
Other investments of liquidity.....	192	215	167
Securities.....	69	36	52
Liquidity	7,090	8,326	6,445
Short-term financial receivables.....	3,253	1,993	3,345
Factoring receivables.....	42	128	—
Short-term portion of long-term financial receivables.....	1,094	767	1,403
Current financial receivables	4,389	2,888	4,748
Short-term bank debt.....	(249)	(909)	(616)
Commercial paper.....	(889)	(3,059)	(3,286)
Short-term portion of long-term bank debt.....	(1,346)	(749)	(1,528)
Bonds issued (short-term portion).....	(5,429)	(3,446)	(2,775)
Other borrowings (short-term portion).....	(225)	(189)	(216)
Other current financial payables.....	(756)	(1,700)	(934)
Total short-term financial debt	(8,894)	(10,052)	(9,355)
Net short-term financial position	2,585	1,162	1,838
Debt to banks and financing entities.....	(8,310)	(7,446)	(9,244)
Bonds.....	(32,285)	(32,401)	(35,342)
Other borrowings.....	(1,844)	(1,489)	(1,580)
Long-term financial position	(42,439)	(41,336)	(46,166)
Long-term financial receivables and securities.....	2,444	2,621	2,734
Net financial debt	(37,410)	(37,553)	(41,594)

SELECTED FINANCIAL INFORMATION FOR ENEL FINANCE INTERNATIONAL N.V.

The following summary financial data in respect of the financial years ended 31 December 2016 and 2017 has been extracted from ENEL N.V.'s annual report in respect of those dates and periods.

ASSETS	Year ended at 31 December	
	2017	2016
	<i>(€'000 m)</i>	
Non-current assets		
Deferred tax assets	341	293
Long-term loans and financial receivables	20,397	19,152
Derivatives	28	729
Other non-current financial assets	13	31
	<i>(subtotal)</i>	
	20,779	20,205
Current assets		
Income tax receivable	16	-
Current portion of long-term loans and financial receivables	70	777
Short-term loans and financial receivables	9,076	6,617
Derivatives	79	357
Other current financial assets	705	189
Other current assets	-	220
Cash and cash equivalents	310	92
	<i>(subtotal)</i>	
	10,256	8,252
TOTAL ASSETS	31,035	28,457
LIABILITIES AND SHAREHOLDERS' EQUITY		
Total shareholder's equity	1,863	2,006
Non-current liabilities		
Long-term loans and borrowings	20,683	16,099
Derivatives	1,290	702
	<i>(subtotal)</i>	
	21,973	16,801
Current liabilities		
Current portion of long-term loans	1,439	2,058
Short-term loans and borrowings	5,352	7,197
Derivatives	36	17
Other current financial liabilities	368	375
Other current liabilities	4	3
	<i>(subtotal)</i>	
	7,199	9,650
TOTAL EQUITY AND LIABILITIES	31,035	28,457

The following table provides a reconciliation of Net financial debt for the periods indicated:

Net financial debt

Millions of euro

	Year ended at 31 December		
	2017	2016	Change
		<i>(€'000 m)</i>	
- bonds	20,683	16,099	4,584
- loans to Group companies	(20,397)	(19,152)	(1,245)
	<i>(subtotal)</i>	(3,053)	3,339
- bonds (short-term portion)	1,439	2,058	(620)
- 1/t receivables due from Group companies (short-term portion)	(70)	(777)	707
- commercial paper	980	2,127	(1,147)
- short-term loans from Group companies	4,372	5,070	(699)
- Short-term loans and financial receivables	(9,076)	(6,617)	(2,458)
- other sundry receivables	(531)	(7)	(524)
- cash and cash equivalents	(310)	(92)	(219)
	<i>(subtotal)</i>	(1,765)	(4,961)
NET FINANCIAL DEBT	(2,910)	(1,288)	(1,622)

BOOK-ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg (together, the “Clearing Systems”) currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuers and the Guarantor believe to be reliable, but none of the Issuers, the Guarantor, nor any Dealer takes any responsibility for the accuracy thereof. Each of the Issuers and the Guarantor 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 the Clearing Systems, no facts have been omitted which would render the reproduced information inaccurate or misleading. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuers, the Guarantor, nor any other party to the Agency Agreement 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 Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Book-entry Systems

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Transfers of Notes Represented by Registered Global Notes

Transfers of any interests in Notes represented by a Registered Global Note within Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Registered Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under “Subscription and Sale and Selling and Transfer Restrictions”, transfers directly or indirectly through Clearstream, Luxembourg or Euroclear account holders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Fiscal Agent and any custodian with whom the relevant Registered Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuers, the Guarantor, the Agents and any Dealer will be responsible for any performance by Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

TAXATION

The statements herein regarding taxation are based on the laws in force as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. Neither the Issuers nor the Guarantor will update this summary to reflect changes in laws and if such a change occurs the information in this summary could become invalid.

This summary assumes that ENEL and ENEL N.V. are resident for tax purposes in the Republic of Italy and in The Netherlands, respectively, are structured and conduct their business in the manner outlined in this Base Prospectus. Changes in the Issuers' and/or the Guarantor's organisational structure, tax residence or the manner in which each of them conducts its business may invalidate this summary. This summary also assumes that each transaction with respect to the Notes is at arm's length.

The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules.

Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

Financial Transaction Tax

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common financial tax transaction (“**FTT**”) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

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

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

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

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

The Republic of Italy

General

Where in this summary English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian tax law.

Tax Treatment of Notes Issued by ENEL

Legislative Decree 1 April 1996, No. 239, as subsequently amended (“**Decree 239**”) provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) within the meaning of Article 44 of Italian Presidential Decree 22 December 1986, No. 917 (“**Decree 917**”) issued, inter alia, by companies listed on an Italian regulated market.

For this purpose, pursuant to Article 44 of Decree 917, debentures similar to bonds are securities that (i) incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and (ii) do not grant to the relevant holders any right to directly or indirectly participate to the management of the issuer or of the business in relation to which they are issued or to control the same management.

Italian Resident Noteholders

In case of Notes qualifying as bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) held by an Italian resident Noteholder who is beneficial owner of the Notes and is (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation (in each case, unless the relevant Noteholder has entrusted the management of its financial assets, including the Notes, to an Italian authorised intermediary and has opted for the application of the *risparmio gestito* regime provided for by Article 7 of Italian Legislative Decree 21 November 1997, No. 461 – the “Risparmio Gestito” regime – see under “Capital gains tax” below), interest, premium and other income relating to the Notes, accrued during the relevant holding period, are subject to a final tax, referred to as “*imposta sostitutiva*”, levied at the rate of 26 per cent.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of Law No. 232 of 11 December 2016, as subsequently amended (the **Finance Act 2017**).

In the event that the Noteholders described under (i) or (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax. In such case, interest, premium and other income relating to the Notes (i) will be subject to the *imposta sostitutiva* on account of income tax due and (ii) will be included in the relevant Noteholder’s annual corporate taxable income to be reported in the income tax return. As a consequence, such income will be subject to the ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the income tax due.

If a Noteholder is an Italian-resident company or similar commercial entity, a commercial partnership or a permanent establishment in Italy of a non-resident company to which the Notes are effectively connected, and the Notes are deposited with an authorized intermediary, interest, premium and other income relating to the

Notes will not be subject to the *imposta sostitutiva*. The same proceeds must, however, be included in the relevant Noteholder's income tax return and is therefore subject to general Italian corporate income taxation ("**IRES**") and, in certain circumstances, depending on the status of the Noteholder, also to the Italian regional tax on productive activities ("**IRAP**").

Pursuant to Decree 239, *imposta sostitutiva* is generally applied by banks, *società di intermediazione mobiliare* ("**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**"), stockbrokers and other entities identified by decrees of the Ministry of Finance who are (i) resident in Italy or permanent establishments in Italy of non-Italian resident financial intermediaries and (ii) intervene, in any way, in the collection of interest, premium and other income relating to the Notes or in the transfer of the Notes (each an "**Intermediary**").

Where an Italian resident Noteholder who is beneficial owner of the Notes is a company or similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and the Notes are timely deposited together with the relevant Coupons with an Intermediary, interest, premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and are therefore subject to IRES, and, in certain circumstances, depending on the "status" of the Noteholder, also to IRAP.

Payments of interest, premium and other income in respect of the Notes made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998 and Article 14-bis of Law No. 86 of 25 January 1994, and Italian real estate investment companies with fixed capital (the "**Real Estate SICAFs**" and, together with the Italian resident real estate investment funds, the "**Real Estate Funds**") should not be subject to *imposta sostitutiva* and do not suffer any other income tax in the hands of the Real Estate Fund, provided that the Notes, together with the relevant Coupons, are timely deposited with an Intermediary. Unitholders are generally subject to a 26 per cent. withholding tax on distributions from the Real Estate Funds. Furthermore, a direct imputation system ("tax transparency") is provided for certain non-qualifying unitholders (e.g. Italian resident individuals) holding more than 5 per cent. of the units of the fund.

If the Noteholder is resident in Italy and is an open-ended or closed-ended investment fund, a SICAV (an investment company with variable capital) or a SICAF (an investment company with fixed capital) to which the provisions of Article 9 of Legislative Decree No. 44 of 4 March 2014 apply (together, the "**Fund**") and either (i) the Fund or (ii) its manager is subject to the supervision of a regulatory authority, and the Notes, together with the relevant Coupons, are timely deposited with an authorised Intermediary, interest accrued during the holding period on the Notes should not be subject to *imposta sostitutiva* and do not suffer any other income tax in the hands of the Funds. A 26 per cent. withholding tax is levied in certain circumstances on proceeds received by certain categories of unitholders upon (i) distribution by Fund; or (ii) redemption or disposal of the units or liquidation of the Fund.

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of Legislative Decree 5 December 2005, No. 252) (the "**Pension Funds**") and the Notes, together with the relevant Coupons, are timely deposited with an Intermediary, interest, premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to an ad hoc 20 per cent. substitute tax (Article 1, paragraph 621 of Law 23 December 2014, No. 920). Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of the Finance Act 2017.

Where an Italian resident Noteholder has opted for the Risparmio Gestito regime with respect to its investment in the Notes, such Noteholder will be subject to a 26 per cent. annual substitute tax on the increase in value of the managed assets accrued at the end of each tax year. In such case, interest, premium and other income on the Notes will be included in the calculation of said annual increase in value of managed assets.

Where the Notes and the relevant Coupons are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian intermediary (or permanent establishment in Italy of foreign intermediary) that intervenes in the payment of interest to any Noteholder or by the Issuer and Noteholders who are Italian resident companies or permanent establishments in Italy of foreign corporations to which the Notes are effectively connected are entitled to deduct *imposta sostitutiva* suffered from income taxes due.

Non-Italian Resident Noteholders

Where a Noteholder who is the beneficial owner of the Notes is a non-Italian resident, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident beneficial owner is either (i) resident, for tax purposes, in a country which allows for a satisfactory exchange of information with Italy as listed in the Italian Ministerial Decree of 4 September 1996, as amended by Ministerial Decree of 23 March 2017 and possibly further amended by future decree issued pursuant to Article 11(4)(c) of Decree 239 (as amended by Legislative Decree No.147 of 14 September 2015) (the “**White List**”); or (ii) an international body or entity set up in accordance with international agreements which have entered into force in Italy; or (iii) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) subject to certain exceptions, an “institutional investor” which is resident or established in a country included in the White List, even if it does not possess the status of taxpayer in its own country of residence.

In order to ensure gross payment, qualifying non-Italian resident Noteholders must be the beneficial owners of the payments of interest, premium or other income and (i) deposit, directly or indirectly, the Notes, together with the relevant Coupons, with an Italian resident bank or SIM or other qualified intermediary or a permanent establishment in Italy of a non-Italian resident bank or SIM or other qualified intermediary or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economics and Finance and (ii) timely file with the relevant depository a statement of the relevant Noteholder, which remains valid until withdrawn or revoked, in which the Noteholder declares to meet the requirements to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is not requested for international bodies or entities set up in accordance with international agreements which have entered into force in Italy nor in the case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree of 12 December 2001. Additional statements may be required for non-Italian resident Noteholders who are institutional investors.

Tax Treatment of Notes Issued by ENEL N.V.

Decree 239 also provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) within the meaning of Article 44 of Decree 917, issued by non-Italian resident issuers.

Italian Resident Noteholders

Pursuant to Decree 239, a final *imposta sostitutiva* equal to 26 per cent. is applied on interest, premium and other income relating to the Notes qualifying as bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) within the meaning of Article 44 of Decree 917 issued by a non-Italian resident Issuer accrued during the relevant holding period, if received by (i) an Italian individual not engaged in an entrepreneurial activity to which the Notes are connected, (ii) an Italian non-commercial partnership, (iii) an

Italian non-commercial private or public institution, or (iv) an Italian investor exempt from IRES. If the Noteholders described under (i) and (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of the Finance Act 2017.

Imposta sostitutiva is generally applied by an Intermediary.

Where the Notes and the relevant Coupons are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian intermediary (or permanent establishment in Italy of foreign intermediary) that intervenes in the payment of interest to any Noteholder.

Where an Italian resident Noteholder who is beneficial owner of the Notes is a company or similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected and the Notes and the relevant Coupons are timely deposited with an Intermediary, interest, premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's annual income tax return and are therefore subject to IRES (and, in certain circumstances, depending on the "status" of the Noteholder, also to IRAP).

Where an Italian resident Noteholder has opted for the Risparmio Gestito regime with respect to its investment in Notes, such Noteholder will be subject to a 26 per cent. annual substitutive tax on the increase in value of the managed assets accrued at the end of each tax year.

For those categories of Noteholders not specifically mentioned in this paragraph and for Noteholders who are Pension Funds, Funds, SICAVs, SICAFs and Real Estate Funds holding Notes, please refer to paragraph "Tax treatment of Notes issued by ENEL — Italian resident Noteholders" above.

Non-Italian Resident Noteholders

No Italian *imposta sostitutiva* is applied on payments to a non-Italian resident Noteholder of interest, premium and other income relating to Notes issued by a non-Italian resident Issuer.

If Notes issued by a non-Italian resident Issuer and beneficially owned by non-Italian residents are deposited with an Italian bank or other resident intermediary (or permanent establishment in Italy of foreign intermediary) or are sold through an Italian bank or other resident intermediary (or permanent establishment in Italy of foreign intermediary) or in any case an Italian resident intermediary (or permanent establishment in Italy of foreign intermediary) intervenes in the payment of interest and other income on such Notes, to ensure payment of interest and other income without application of Italian taxation a non-Italian resident Noteholder may be required to produce to the Italian bank or the relevant intermediary a self-declaration stating that he, she or it is not resident in Italy for tax purposes.

Atypical Securities

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) or of shares or securities similar to shares (*azioni or titoli similari alle azioni*) pursuant to Article 44 of Decree 917, but qualify as atypical securities (*titoli atipici*) for Italian tax purposes, are subject to a withholding tax, levied at the rate of 26 per cent.

Where the Notes are issued by an Italian resident Issuer and the Noteholder is (i) an Italian individual engaged in an entrepreneurial activity to which the Notes are connected, (ii) an Italian company or a similar Italian commercial entity, (iii) a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected, (iv) an Italian commercial partnership or (v) an Italian commercial public or private institution, such withholding tax is a provisional withholding tax. In all other cases, including when the Noteholder is a non-Italian resident, the withholding tax is a final withholding tax. Double taxation treaties entered into by Italy may apply allowing for a lower (or, in certain cases, nil) rate of withholding tax in case of payments to non-Italian resident Noteholders, subject to compliance with relevant subjective and procedural requirements.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the withholding tax on interest, premium and other income relating to the Notes that are classified as atypical securities, if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of the Finance Act 2017.

If the Notes are issued by a non-Italian resident Issuer, a 26 per cent. withholding tax may apply in Italy if the Notes are placed (“collocate”) in Italy and interest payments on the Notes are collected through an Italian bank or other qualified financial intermediary. However, such 26 per cent. withholding tax does not apply to interest payments made:

- (a) to a non-Italian resident Noteholder. If Notes issued by a non-Italian resident Issuer and beneficially owned by non-Italian residents are deposited with an Italian bank or other resident intermediary (or permanent establishment in Italy of foreign intermediary) or are sold through an Italian bank or other resident intermediary (or permanent establishment in Italy of foreign Italy of foreign intermediary) or in any case an Italian resident intermediary (or permanent establishment in Italy of foreign intermediary) intervenes in the payment of interest and other income on such Notes, to ensure payment of interest and other income without application of Italian taxation a non-Italian resident Noteholder may be required to produce to the Italian bank or the relevant intermediary a self-declaration stating that he, she or it is not resident in Italy for tax purposes; and
- (b) to an Italian resident Noteholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are effectively connected), (ii) a commercial partnership, or (iii) a commercial private or public institution.

In case Notes issued by a non-Italian resident issuer are held by an Italian resident individual engaged in a business activity and are effectively connected with same business activity, the interest and other income will be subject to the 26 per cent. “entrance” withholding tax on a provisional basis and will be included in the relevant income tax return. As a consequence, the interest and other income will be subject to the ordinary income tax and the withholding tax may be recovered as a deduction from the income tax due.

Payments made by an Italian Resident Guarantor

There is no authority directly regarding the Italian tax regime of payments on notes made by an Italian resident guarantor. Accordingly, there can be no assurance that the Italian tax authorities will not assert an alternative treatment of such payments than that set forth herein or that the Italian courts would not support such an alternative treatment.

With respect to payments on the Notes made to Italian resident Noteholders by an Italian resident guarantor, in accordance with one interpretation of Italian tax law, any such payments may be subject to Italian

withholding tax at the rate of 26 per cent. levied as a final tax or a provisional tax (“a titolo d’imposta o a titolo di acconto”) depending on the “status” of the Noteholder, pursuant to Presidential Decree 29 September 1973, No. 600, as subsequently amended. In the case of payments to non-Italian resident Noteholders, the withholding tax should be final. Double taxation treaties entered into by Italy may apply allowing for a lower (or, in certain cases, nil) rate of withholding tax in case of payments to non-Italian residents, subject to compliance with relevant subjective and procedural requirements.

In accordance with another interpretation, any such payment made by the Italian resident guarantor should be treated, in certain circumstances, as a payment by the relevant Issuer and should thus be subject to the tax regime described in the previous paragraphs of this section.

Capital Gains Tax

Any gain obtained from the sale or redemption of the Notes would be treated as part of the taxable business income subject to ordinary taxation (and, in certain circumstances, depending on the “status” of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Where an Italian resident Noteholder is (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to an *imposta sostitutiva*, levied at the current rate of 26 per cent. Noteholders may set-off capital losses with gains of the same nature.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised upon sale or redemption of the Notes, if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of Finance Act 2017.

In respect of the application of *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Noteholders under (i) to (iii) above, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss of the same nature, realised by the Italian resident individual Noteholder holding the Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. The relevant Noteholder must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss of the same nature, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains of the same nature realised in any of the four succeeding tax years. Under Decree No. 66 of April 24, 2014 (“**Decree 66**”), capital losses may offset against capital gains of the same nature realized as of July 1, 2014 for an overall amount of: (i) 76.92 per cent. of the capital losses realised from January 1, 2014 to June 30, 2014; and (ii) 100 per cent. of the capital losses realised as of July 1, 2014.

As an alternative to the tax declaration regime, Noteholders under (i) to (iii) above may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the *risparmio amministrato* regime). Such separate taxation of capital gains is allowed subject to (i) the Notes being

deposited with Italian banks, SIMs or certain authorised financial intermediaries (or permanent establishments in Italy of foreign intermediaries) and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes, net of any incurred capital loss of the same nature, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains of the same nature subsequently realised, within the same securities management relationship, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in the annual tax return. Under Decree 66, capital losses may be offset against capital gains of the same nature realized as of July 1, 2014 for an overall amount of: (i) 76.92 per cent. of the capital losses realised from January 1, 2014 to June 30, 2014; and (ii) 100 per cent. of the capital losses realized as of July 1, 2014.

Any capital gains on Notes held by Noteholders under (i) to (iii) above who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have opted for the so-called “Risparmio Gestito” regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *Risparmio Gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *Risparmio Gestito* regime, the Noteholder is not required to declare the capital gains realised in the annual tax return. Under Decree 66, investment portfolio losses may be offset against investment portfolio profits accrued as of July 1, 2014 for an overall amount of: (i) 76.92 per cent. of the investment portfolio loss realised from January 1, 2014 to June 30, 2014; and (ii) 100 per cent. of the investment portfolio loss realised as of July 1, 2014. The Noteholder is not required to declare the capital gains realized in the annual tax return.

Any capital gains on Notes held by a Noteholder who is a Fund, a SICAV or a SICAF to which the provisions of Article 9 of Legislative Decree No. 44 of 4 March 2014 apply, is subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Funds. Please refer to paragraph “*Tax treatment of Notes issued by ENEL — Italian resident Noteholders*” above.

Any capital gains on Notes held by a Noteholder who is a Pension Fund will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of Finance Act 2017. Please refer to paragraph “*Tax treatment of Notes issued by ENEL — Italian resident Noteholders*” above.

Any capital gains realised by Real Estate Funds on the Notes are not taxable at the level of Real Estate Funds. Please refer to paragraph “*Tax treatment of Notes issued by ENEL — Italian resident Noteholders*” above.

Capital gains realised by non-Italian-resident Noteholders (without a permanent establishment in Italy to which the Notes are effectively connected) from the sale or redemption of Notes traded on regulated markets in Italy or abroad are not subject to the *imposta sostitutiva*, regardless of whether the Notes are held in Italy. In such a case, in order to benefit from this exemption from Italian taxation on capital gains, non-Italian resident Noteholders who hold the Notes with an Italian authorised financial intermediary and elect to be subject to the *Risparmio Gestito* regime or are subject to the so-called *risparmio amministrato* regime according to Article 6 of Italian Legislative Decree 21 November 1997, No. 461, may be required to produce

in due time to the Italian authorised financial intermediary an appropriate self-declaration that they are not resident in Italy for tax purposes.

Capital gains realised by non-Italian resident Noteholders from the sale or redemption of Notes issued by an Italian or non-Italian resident Issuer not traded on regulated markets may in certain circumstances be taxable in Italy if the Notes are held in Italy. However, a non-Italian resident beneficial owner of Notes without a permanent establishment in Italy to which the Notes are effectively connected is not subject to the *imposta sostitutiva* on capital gains realised upon sale or redemption of the Notes, provided that he/she/it: (i) is resident in a country included in the White list; or (ii) is an international entity or body set up in accordance with international agreements which have entered into force in Italy; or (iii) is a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) is an “institutional investor” which is resident or established in a country included in the White List, even if it does not possess the status of taxpayer in its own country of residence. In such cases, in order to benefit from this exemption from Italian taxation on capital gains, non-Italian resident Noteholders who hold the Notes with an Italian authorised financial intermediary and elect to be subject to the *Risparmio Gestito* regime or are subject to the so-called *risparmio amministrato* regime according to Article 6 of Italian Legislative Decree 21 November 1997, No. 461 may be required to produce in due time to the Italian authorised financial intermediary an appropriate self-declaration stating that they meet the subjective requirements indicated above. Additional statements may be required for non-Italian resident Noteholders who are institutional investors.

In the case of Notes that qualify as atypical securities, based on a very restrictive interpretation, capital gains realised thereon could be treated as proceeds derived under the Notes, to be subject to the 26 per cent. withholding tax mentioned under paragraph “Atypical Securities”, above.

Tax Monitoring

Pursuant to Italian Law Decree 28 June 1990, No. 167, converted by Law 4 August 1990, No. 227, as amended (“**Decree No. 167**”), individuals, non-commercial institutions and non-commercial partnerships resident in Italy who, at the end of the fiscal year, hold investments abroad or have foreign financial assets (including Notes held abroad and/or Notes issued by a non-Italian resident Issuer) must, in certain circumstances, disclose the aforesaid and related transfers to, from and occurred abroad, to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time prescribed for the income tax return). This obligation does not exist in case the financial assets are given in administration or management to Italian banks, SIMs, fiduciary companies or other professional intermediaries, indicated in Article 1 of Decree No. 167, or if one of such intermediaries intervenes, also as a counterpart, in their transfer, provided that income deriving from such financial assets is collected through the intervention of such an intermediary.

Inheritance and Gift Taxes

Pursuant to Law Decree No. 262 of 3 October 2006, converted with amendments into Law No. 286 of 24 November 2006, transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation of Italian residents and of non-Italian residents, but in such latter case limited to assets held within the Italian territory (which, for presumption of law, includes bonds issued by Italian resident issuers), are generally taxed in Italy as follows:

- (i) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding €1,000,000 for each beneficiary;
- (ii) transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding €100,000 for each beneficiary;

- (iii) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift.; and
- (iv) any other transfer is subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the beneficiary has a serious disability recognised by law, inheritance and gift taxes apply on its portion of the net asset value exceeding Euro 1,500,000.

Wealth tax—direct holding

According to Article 19 of Law Decree No. 201 of December 6, 2011 (“**Decree 201**”), converted with Law No. 214 of 22 December 2011, Italian-resident individuals holding financial products, including the Notes, outside Italy without the involvement of an Italian financial intermediary are required to pay a wealth tax currently at the rate of 0.20 per cent. (the level of tax being determined in proportion to the period of ownership). The wealth tax applies on the market value at the end of the relevant year or, in the absence of a market value, on the nominal value or redemption value of such financial products held outside Italy. Taxpayers are generally permitted to deduct from the wealth tax a tax credit equal to any wealth taxes paid in the State where the financial products are held (up to the amount of the Italian wealth tax due).

Transfer Tax

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds (*atti pubblici e scritture private autenticate*) executed in Italy are subject to fixed registration tax at rate of €200; (ii) private deeds (*scritture private autenticate*) are subject to registration tax at rate of €200 only in case of use or voluntary registration.

Stamp Tax

Article 19 of Decree 201 has introduced a stamp tax at proportional rates on periodical bank statements (*estratti conto*) sent by banks and financial intermediaries regarding, with certain exceptions (e.g. investments in pension funds), all financial instruments deposited in Italy. The stamp tax is collected by banks and other financial intermediaries. By operation of law, the bank statement is deemed as sent to the investor at least once a year. The stamp tax applies at a rate of 0.2 per cent. and, as of 2014, it cannot exceed €14,000 for taxpayers different from individuals. In particular, it is applied, on a yearly basis, on the market value of the financial instruments, or, lacking such value, on the nominal or reimbursement value of such instruments.

Taxation in The Netherlands

General

The following is a general summary of certain material Netherlands tax consequences of the acquisition, holding and disposal of the Notes. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as trusts or similar arrangements) may be subject to special rules. In view of its general nature, this summary should be treated with corresponding caution. Holders or prospective holders of Notes should consult with their own tax advisers with regard to the tax consequences of investing in the Notes in their particular circumstances. The discussion below is included for general information purposes only.

Except as otherwise indicated, this summary only addresses Netherlands national tax legislation and published regulations, whereby The Netherlands means the part of the Kingdom of The Netherlands located in Europe, as in effect on the date of the Base Prospectus and as interpreted in published case law until this

date, without prejudice to any amendment introduced at a later date and implemented with or without retroactive effect.

Please note that with the exception of the section on withholding tax below, this summary does not describe The Netherlands tax consequences for a holder of Notes:

- (i) having a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in ENEL N.V. (such a substantial interest is generally present if an equity stake of at least 5 per cent, or a right to acquire such a stake, is held, in each case by reference to ENEL N.V.'s total issued share capital, or the issued capital of a certain class of shares);
- (ii) which is a corporate entity and a taxpayer for the purposes of Netherlands corporate income tax (*vennootschapsbelasting*), having a participation (*deelneming*) in ENEL N.V. (such a participation is generally present in the case of an interest of at least 5 per cent. of ENEL N.V.'s nominal paid-in capital);
- (iii) which is a corporate entity or a person taxable as a corporate entity and an exempt investment institution (*vrijgestelde beleggingsinstelling*) or investment institution (*fiscale beleggingsinstelling*) for the purposes of Netherlands corporate income tax, a pension fund, or otherwise not a taxpayer or exempt for tax purposes;
- (iv) which is a corporate entity or a person taxable as a corporate entity and a resident of Aruba, Curaçao or Sint Maarten; or
- (v) which is not considered the beneficial owner (*uiteindelijk gerechtigde*) of the Notes and/or the benefits derived from the Notes.

This summary does not describe The Netherlands tax consequences for a person to whom the Notes are attributed on the basis of the separated private assets provisions (*afgezonderd particulier vermogen*) in The Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*).

Withholding tax

All payments of principal or interest made by ENEL N.V. under the Notes may be made free of withholding or deduction of, for, or on account of, any taxes of whatever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, provided that the Notes do not in fact function as equity of ENEL N.V. within the meaning of art. 10, paragraph 1, letter d, The Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

Taxes on income and capital gains

Netherlands Resident Entities

Generally speaking, if the holder of the Notes is an entity that is a resident or deemed to be resident of The Netherlands for Netherlands corporate income tax purposes (a “**Netherlands Resident Entity**”), any payment under the Notes or any gain or loss realised on the disposal or deemed disposal of the Notes is subject to Netherlands corporate income tax at a rate of 20 per cent. with respect to taxable profits up to €200,000 and 25 per cent. with respect to taxable profits in excess of that amount (rates and brackets for 2018).

Non-resident Entities

A holder which is a corporate entity or a person taxable as a corporate entity and, for the purposes of Netherlands corporate income tax, is neither a resident, nor treated as being a resident, of The Netherlands, will not be subject to corporate income tax, unless such holder has an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands, a

Netherlands Enterprise (*Nederlandse onderneming*), to which Netherlands Enterprise the Notes are attributable, or such holder is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in The Netherlands and to which enterprise the Notes are attributable. Such holder is taxed in respect of benefits derived from the Notes at a rate of 20 per cent. with respect to taxable profits up to €200,000 and 25 per cent. with respect to taxable profits in excess of that amount (rates and brackets for 2018).

Netherlands Resident Individuals

A holder who is a private individual and a resident, or treated as being a resident of The Netherlands for the purposes of Netherlands income tax, income derived from the Notes and gains realised upon the redemption or disposal of the Notes are taxable at the progressive rates (at up to a maximum rate of 51.95 per cent.) under The Netherlands Income Tax Act 2001, if:

- (i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Notes are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Notes are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies to the holder of the Notes, taxable income with regard to the Notes must record as assets that are held in box 3. Taxable income with regard to the Notes is then determined on the basis of a certain deemed return on the holder's yield basis (*rendementsgrondslag*) at the beginning of the calendar year insofar the yield basis exceeds a €30,000 threshold (*heffingvrij vermogen*), rather than on the basis of income actually received or gains actually realised. Such yield basis is determined as the fair market value of certain qualifying assets held by the holder of the Notes, less the fair market value of certain qualifying liabilities at the beginning of the calendar year. The fair market value of the Notes will be included as an asset in the holder's yield basis. The holder's yield basis is allocated to up to three brackets for which different deemed returns apply. The first bracket includes amounts up to and including €70,800, which amount will be split into a 67 per cent. low-return part and a 33 per cent. high-return part. The second bracket includes amounts in excess of €70,800 and up to and including €978,000, which amount will be split into a 21 per cent. low-return part and a 79 per cent. high-return part. The third bracket includes amounts in excess of €978,000, which will be considered high-return in full. For 2018 the deemed return on the low-return parts is 0.36 per cent. and on the high-return parts is 5.38 per cent. The deemed return percentages will be reassessed every year. The deemed return on the holder's yield basis is taxed at a rate of 30 per cent.

Non-resident Holders

A holder of Notes that is neither a Netherlands Resident Entity nor a Netherlands Resident Individual will not be subject to Netherlands taxes on income or capital gains in respect of any payment under the Notes or in respect of any gain or loss realised on the disposal or deemed disposal of the Notes, provided that:

- (i) such holder does not have an interest in or is not entitled to a share in the profits or a co-entitlement to the net worth of an enterprise or deemed enterprise (as defined in The Netherlands Income Tax Act 2001 and The Netherlands Corporate Income Tax Act 1969) which, in whole or in part, is either effectively managed in The Netherlands or carried on through a permanent establishment, a deemed permanent establishment or a permanent representative in The Netherlands and to which enterprise or part of an enterprise the Notes are attributable; and
- (ii) in the event the holder is an individual, such holder, (1) does not realise income or gains with respect to the Notes that qualify as income from miscellaneous activities in The Netherlands which include

any activities in The Netherlands with respect to the Notes that go beyond ordinary, active asset management, or (2) is not, other than by way of securities, entitled to a share in the profits of an enterprise that is effectively managed in The Netherlands and to which enterprise the Notes are attributable.

Income derived from the Notes as specified under (i) and (ii)(1) by an individual is subject to individual income tax at progressive rates up to a maximum rate of 51.95 per cent. Income derived from a share in the profits of an enterprise as specified under (ii)(2) that is not already included under (i) or (ii)(1) will be taxed on the basis of a deemed return in box 3 (as described above under “Netherlands Resident Individuals”).

Gift and inheritance taxes

Residents of The Netherlands

Gift or inheritance taxes (“*schenk- en erfbelasting*”) will arise in The Netherlands with respect to a transfer (or deemed transfer) of the Notes by way of a gift by, or on the death of, a holder of such Notes who is resident or deemed resident of The Netherlands at the time of the gift or his/her death.

Non-residents of The Netherlands

No Netherlands gift or inheritance taxes will arise with respect to the transfer of Notes by way of gift by, or on the death of, a holder of Notes who is neither resident nor deemed to be resident in The Netherlands, unless:

- (i) in the case of a gift of Notes by an individual who at the date of the gift was neither resident nor deemed to be resident in The Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident in The Netherlands; or
- (ii) the transfer is otherwise construed as a gift or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands.

For purposes of Netherlands gift and inheritance taxes, among others, a person that holds The Netherlands nationality will be deemed to be resident in The Netherlands if such person has been resident in The Netherlands at any time during the ten years preceding the date of the gift or his/her death. Additionally, for purposes of Netherlands gift tax, among others, a person not holding The Netherlands nationality will be deemed to be resident in The Netherlands if such person has been resident in The Netherlands at any time during the twelve months preceding the date of the gift. Applicable tax treaties may override deemed residency.

Value added tax (“VAT”)

No Netherlands VAT will be payable by the holders of the Notes on (i) any payment in consideration for the issue of the Notes or (ii) the payment of interest or principal by ENEL N.V. under the Notes.

Other taxes and duties

No Netherlands registration tax, stamp duty or any other similar documentary tax or duty will be payable by the holders of the Notes in respect of (i) the issue of the Notes or (ii) the payment of interest or principal by ENEL N.V. under the Notes.

Residency

A holder of Notes will not become, and will not be deemed to be, resident of The Netherlands for Netherlands tax purposes by reason only of the execution, performance, delivery and/or enforcement of the Notes.

U.S. Taxation

The applicable Final Terms relating to any Tranche of Notes, all or a portion of which are to be offered or sold to, or for the account or benefit of, a U.S. person will set forth information regarding the United States Federal income tax treatment of any such Notes. U.S. persons considering the purchase of Notes should consult their own tax advisers concerning the application of United States Federal income tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of Notes arising under the laws of any other taxing jurisdictions.

FATCA Withholding

Pursuant to certain provisions of U.S. law, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuers believe that they are not foreign financial institutions for these purposes. A number of jurisdictions (including Italy and The Netherlands) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of these rules to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. If withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding could apply from 1 January 2019. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE AND SELLING AND TRANSFER RESTRICTIONS

The Dealers have in an amended and restated programme agreement (as may be further amended, restated or supplemented from time to time, the “**Programme Agreement**”) dated 17 December 2018 agreed with the Issuers and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “Form of the Notes” and “Terms and Conditions of the Notes”. In the Programme Agreement, the Issuers and the Guarantor have agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith. The Programme Agreement also provides that the obligations of the Dealers to subscribe for Notes may be subject to certain conditions precedent, including (among other things) receipt of legal opinions from counsel.

Selling Restrictions

United States

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

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), and the regulations promulgated thereunder.

Bearer Notes, other than Bearer Notes with an initial maturity of one year or less, will be issued in accordance with the provisions of U.S. Treas. Reg. § 1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the “**TEFRA C Rules**”), or in accordance with the provisions of U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the “**TEFRA D Rules**”), as specified in the Final Terms. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder, including the TEFRA C Rules and TEFRA D Rules.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes and the Guarantee (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes and the Guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes and the Guarantee within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the completion of the distribution of any Series of Notes, an offer or sale of such Notes and the Guarantee within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the Securities Act.

Each Dealer has agreed that it will have in effect, in connection with the offer and sale of the Notes in bearer form during any restricted period under the United States Internal Revenue Code of 1986, as amended, relating thereto, procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling the Notes are aware that the Notes cannot be offered or sold during such restricted periods to a U.S. person or a person within the United States.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the “**Insurance Mediation Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Directive; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

United Kingdom

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

France

Each of the Dealers, the Issuers and the Guarantor has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), (b) qualified investors (*investisseurs qualifiés*), and/or (c) a limited circle of investors (*cercle restreint*) acting for their own account, all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 and D.411-4 of the French *Code monétaire et financier*.

Belgium

Each Dealer has represented and agreed that it has not offered or sold or otherwise made available and that it will not offer or sell or otherwise make available the Notes in Belgium to consumers (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek economisch recht/Code de droit économique*).

The Netherlands

Zero Coupon Notes (as defined below) in definitive form may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the relevant Issuer or a member of Euronext Amsterdam N.V. in accordance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations (which include registration requirements). Such restrictions do not apply (a) to the initial issue of Zero Coupon Notes to the first holders thereof, (b) to a transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession, or (c) to a transfer and acceptance of Zero Coupon Notes in definitive form within, from or into The Netherlands if all Zero Coupon Notes of any particular Series or Tranche are issued outside The Netherlands and are not distributed within The Netherlands in the course of their initial distribution or immediately thereafter. For the purposes of this paragraph, “Zero Coupon Notes” are Notes that are in bearer form and that constitute a claim for a fixed sum against the relevant Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“CONSOB”) pursuant to Italian securities legislation. Accordingly, no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to any Notes be distributed in the Republic of Italy, except, in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver any Note or distribute any copies of this Base Prospectus and/or any other document relating to the Notes in the Republic of Italy except:

- (i) to qualified investors (*investitori qualificati*) as defined pursuant to article 100 of the Legislative Decree No. 58 of 24 February 1998, as amended (the “**Italian Consolidated Financial Act**”) and to Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (the “**Regulation No. 11971**”); or
- (ii) in other circumstances which are exempted from the rules on public offerings, as provided under the Italian Consolidated Financial Act and Regulation No. 11971.

Any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Consolidated Financial Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time), Legislative Decree No. 385 of 1 September 1993, as amended from time to time, (the “**Banking Act**”); and
- (b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Provisions relating to the secondary market in the Republic of Italy

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. For these purposes, a public offer occurs also where the Notes which are initially offered and placed in Italy or abroad to qualified investors only but in the following 12 months are “systematically” distributed on the secondary market in Italy. Where no exemption from the rules on public offerings applies, failure to comply with the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971 may result in the purchasers of Notes who are acting outside of the course of their business or profession being entitled to declare such purchase void and to claim damages from any authorised person at whose premises the Notes were purchased (*soggetti abilitati presso cui è avvenuta la vendita*).

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act no. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”) and each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to agree that it has not, directly or indirectly, offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuers, the Guarantor nor any of the other Dealers shall have any responsibility therefor.

None of the Issuers, the Guarantor nor the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the relevant Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

These selling restrictions may be modified by the agreement of the relevant Issuer, the Guarantor and the Dealers following a change in a relevant law or regulation. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

Transfer Restrictions

Regulation S Global Notes

Each purchaser of an interest in Notes outside the United States pursuant to Regulation S or person wishing to transfer an interest from one Registered Global Note to another or from global to definitive form or vice versa, will be deemed to have acknowledged, represented and agreed as follows:

- (i) It is, or at the time Notes are purchased will be, the beneficial owner of such Notes and (a) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate.
- (ii) It understands that the Notes and the Guarantee are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes and the Guarantee have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except (a) in accordance with Rule 144A under the Securities Act to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or the account of a QIB or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any state of the United States.
- (iii) It acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the relevant Issuer:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE OFFERING AND THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.”
- (iv) The relevant Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the relevant Issuer.

No sale of Legended Notes in the United States to any one purchaser will be for less than U.S.\$100,000 (or its foreign currency equivalent) principal amount and no Legended Note will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.\$100,000 (or its foreign currency equivalent) of Registered Notes.

GENERAL INFORMATION

Authorisations

Authorisation – ENEL

The establishment of the Programme of ENEL and ENEL Finance International S.A. (now ENEL N.V.), the increase in size and update of the Programme and the related documents by ENEL and the giving of the Guarantee have been duly authorised by resolutions of the Board of Directors of ENEL dated 29 September 2005, 9 April 2007, 3 February 2011, 20 October 2011, 13 November 2012 and 10 July 2014.

The update of the Programme and the related documents by ENEL and the giving of the Guarantee have been duly authorised by a resolution of the Board of Directors of ENEL dated 20 September 2016.

Each issue of Notes by ENEL under the Programme will be authorised by the competent corporate bodies in accordance with applicable laws and the relevant provisions of its by-laws.

Authorisation – ENEL N.V.

The entry into of the Programme and the related documents by ENEL N.V. has been duly authorised by a resolution of the managing board of ENEL N.V. dated 4 February 2011 and a resolution of the sole shareholder of ENEL N.V. dated 4 February 2011 and the increase in size of the Programme has been duly authorised by a resolution of the managing board of ENEL N.V. and a resolution of the shareholder of ENEL N.V., dated 20 October 2011 and a resolution of the managing board of ENEL N.V. adopted on 19 December 2012 and a resolution of the shareholder of ENEL N.V. dated 19 December 2012. The update of the Programme and the related documents by ENEL N.V. have been duly authorised by a resolution of the managing board of ENEL N.V. adopted on 23 November 2018 and a resolution of the shareholders of ENEL N.V. dated 23 November 2018. Each issue of Notes by ENEL N.V. under the Programme will be authorised by the competent bodies in accordance with applicable laws and the relevant provisions of its articles of association.

Listing of Notes on Euronext Dublin

This Base Prospectus has been approved by the Central Bank. Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and to trading on its regulated market. Euronext Dublin's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU, as amended or superseded). The Central Bank has been requested to provide a certificate of approval and a copy of this Base Prospectus to the relevant competent authority in Luxembourg.

Walkers Listing Services Limited is acting solely in its capacity as listing agent for the Issuers in connection with the Programme and is not itself seeking admission of the Notes issued under the Programme to the Official List or trading on the regulated market for the purposes of the Prospectus Directive.

Documents Available

For so long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available for inspection in hard copy, without charge, from the registered office of the relevant Issuer or the Guarantor and from the specified office of the Paying Agent for the time being in Ireland (being Deutsche International Corporate Services (Ireland) Limited, Pinnacle 2, Eastpoint Business Park, Dublin 3, Ireland):

- (i) the articles of association and by-laws (with an English translation thereof) of each of ENEL and ENEL N.V.;
- (ii) the Agency Agreement, the Deed of Guarantee, the Deed of Covenant and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (iii) the most recently published audited annual financial statements and annual reports of each of ENEL and ENEL N.V. and the most recently published interim financial statements (if any) of each of ENEL and ENEL N.V. (in each case with an English translation thereof as soon as such translation is available). ENEL currently prepares the six-month interim and full year financial statements on both a consolidated and unconsolidated basis, whilst the first and third quarter financial statements are prepared only on a consolidated basis; ENEL N.V. currently prepares the six-month interim and full year financial statements;
- (iv) a copy of this Base Prospectus, together with any supplement to this Base Prospectus, and the documents incorporated by reference herein, free of charge; and
- (v) any future offering circulars, prospectuses, information memoranda and supplements including Final Terms (save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer or the Guarantor and the Paying Agent as to its holding of Notes and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference.

Clearing Systems

The Notes in bearer form have been, and the Notes in registered form will be (if they are to be listed on Euronext Dublin), accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, the address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

No significant or material adverse changes

There has been no material adverse change in the financial position or prospects of ENEL N.V., ENEL or ENEL and its subsidiaries taken as a whole since 31 December 2017.

There has been no significant change in the financial or trading position of (i) ENEL N.V. since 30 June 2018 or (ii) ENEL or ENEL and its subsidiaries taken as a whole since 30 September 2018.

Litigation

Except as set out on pages 147 of this Base Prospectus under “Description of ENEL – Litigation” and in the documents incorporated by reference herein, none of the Issuers, the Guarantor nor any subsidiary of ENEL is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuers, the Guarantor or any subsidiary of ENEL is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of any of the Issuers or the Guarantor.

Auditors

The independent auditor of ENEL is EY S.p.A., whose registered office is at Via Po, 32, 00198, Rome, Italy. EY S.p.A. is authorised and regulated by the Italian Ministry of Economy and Finance (“MEF”) and registered on the special register of auditing firms held by the MEF. EY S.p.A. is a member of ASSIREVI, the Italian association of auditing firm.

EY S.p.A. has audited, in accordance with International Standards on Auditing (ISA Italia), ENEL’s consolidated financial statements as of 31 December 2016 and 2017 and for the years then ended, prepared in accordance with International Financial Reporting Standards adopted in the EU and the Italian regulations implementing Article 9 of Legislation Decree No. 38/05, without qualification, as stated in the convenience translation into English of their reports incorporated by reference in this Base Prospectus.

EY S.p.A.’s current appointment will expire on the date of the Shareholders’ Meeting called for the approval of ENEL’s annual financial statements as of 31 December 2019.

The auditors of ENEL are independent auditors with respect to ENEL.

The independent auditor of ENEL N.V. is Ernst & Young Accountants LLP. Ernst & Young Accountants LLP is an audit firm for which the auditors are registered with the NBA.

Ernst & Young Accountants LLP was appointed as independent auditor of ENEL N.V on 29 July 2011. Ernst & Young Accountants LLP has no interest in ENEL N.V.

Post-issuance information

Neither of the Issuers, nor the Guarantor, intends to provide any post-issuance information in relation to any issues of Notes.

Dealers transacting with the Issuers or the Guarantor

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in financing, investment banking and/or commercial banking transactions with, and may perform services to the Issuers, the Guarantor and their affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuers or the Guarantor and their respective affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers

or the Guarantor, or the Issuers' or the Guarantor's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuers or the Guarantor routinely hedge their credit exposure to the Issuers or the Guarantor consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

For the purpose of this paragraph the term "affiliates" include also parent companies.

Foreign languages used in the Base Prospectus

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

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