

EXECUTION VERSION

Allen & Overy LLP

TWENTIETH SUPPLEMENTAL TRUST DEED

EDP - ENERGIAS DE PORTUGAL, S.A.

and

EDP FINANCE B.V.

as Issuers

and

DEUTSCHE TRUSTEE COMPANY LIMITED

as Trustee

further modifying and restating the provisions of the
Trust Deed dated 14 March 2001
(as previously modified and restated) relating to the
€13,500,000,000
Programme for the Issuance of Debt Instruments

6 September 2019

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Allen & Overy LLP

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THIS TWENTIETH SUPPLEMENTAL TRUST DEED is made on 6 September 2019

BETWEEN:

- (1) **EDP - ENERGIAS DE PORTUGAL, S.A.** (formerly known as **EDP – Electricidade de Portugal, S.A.**), a company incorporated under the laws of the Portuguese Republic as a limited liability company (*sociedade anónima*) and a public company, with a share capital of 3.656.537.715,00 Euros, registered at the commercial registry office of Lisbon under single identification number 500697256,, whose registered and head office is at Av. 24 de Julho, 12, 1249-300 Lisbon, Portugal (**EDP**);
- (2) **EDP FINANCE B.V.**, a company incorporated under the laws of The Netherlands and having its statutory seat in Amsterdam, whose registered office is at Luna Arena, Herikerbergweg 130, 1101 CM, Amsterdam, The Netherlands (**BV** and, together with EDP, the **Issuers** and each an **Issuer**); and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB, England (the **Trustee**, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of these presents) as trustee for the Holders, the Receiptholders and the Couponholders.

WHEREAS:

- (A) This Twentieth Supplemental Trust Deed is supplemental to:
 - (i) the Trust Deed dated 14 March 2001 (the **Principal Trust Deed**) made between the Issuers and the Trustee and relating to the €13,500,000,000 Programme for the Issuance of Debt Instruments;
 - (ii) the First Supplemental Trust Deed dated 23 December 2004 (the **First Supplemental Trust Deed**) made between the Issuers and the Trustee supplementing the Principal Trust Deed;
 - (iii) the Second Supplemental Trust Deed dated 10 January 2006 (the **Second Supplemental Trust Deed**) made between the Issuers and the Trustee further supplementing the Principal Trust Deed;
 - (iv) the Third Supplemental Trust Deed dated 23 October 2007 (the **Third Supplemental Trust Deed**) made between the Issuers and the Trustee further supplementing the Principal Trust Deed;
 - (v) the Fourth Supplemental Trust Deed dated 31 October 2007 (the **Fourth Supplemental Trust Deed**) made between the Issuers and the Trustee further supplementing the Principal Trust Deed;
 - (vi) the Fifth Supplemental Trust Deed dated 2 November 2007 (the **Fifth Supplemental Trust Deed**) made between the Issuers and the Trustee further supplementing the Principal Trust Deed;

- (vii) the Sixth Supplemental Trust Deed dated 17 October 2008 (the **Sixth Supplemental Trust Deed**) made between the Issuers and the Trustee further supplementing the Principal Trust Deed;
- (viii) the Seventh Supplemental Trust Deed dated 29 September 2009 (the **Seventh Supplemental Trust Deed**) made between the Issuers and the Trustee further supplementing the Principal Trust Deed;
- (ix) the Eighth Supplemental Trust Deed dated 24 September 2010 (the **Eighth Supplemental Trust Deed**) made between the Issuers and the Trustee further supplementing the Principal Trust Deed;
- (x) the Ninth Supplemental Trust Deed dated 9 September 2011 (the **Ninth Supplemental Trust Deed**) made between the Issuers and the Trustee further supplementing the Principal Trust Deed;
- (xi) the Tenth Supplemental Trust Deed dated 15 June 2012 (the **Tenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying the Principal Trust Deed;
- (xii) the Eleventh Supplemental Trust Deed dated 14 September 2012 (the **Eleventh Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying and restating the Principal Trust Deed;
- (xiii) the Twelfth Supplemental Trust Deed dated 29 November 2012 (the **Twelfth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying and restating the Principal Trust Deed;
- (xiv) the Thirteenth Supplemental Trust Deed dated 3 September 2013 (the **Thirteenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying and restating the Principal Trust Deed;
- (xv) the Fourteenth Supplemental Trust Deed dated 14 January 2014 (the **Fourteenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying the Principal Trust Deed in respect of an issue of U.S.\$750,000,000 5.250 per cent. Notes due 2021;
- (xvi) the Fourteenth Supplemental Trust Deed dated 2 September 2014 (the **Second Fourteenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying and restating the Principal Trust Deed;
- (xvii) the Sixteenth Supplemental Trust Deed dated 20 November 2014 (the **Sixteenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying the Principal Trust Deed in respect of an issue of U.S.\$750,000,000 4.125 per cent. Notes due 2020;
- (xviii) the Fifteenth Supplemental Trust Deed dated 2 September 2015 (the **Fifteenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying and restating the Principal Trust Deed;
- (xix) the Sixteenth Supplemental Trust Deed dated 2 September 2016 (the **Second Sixteenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying and restating the Principal Trust Deed;

- (xx) the Eighteenth Supplemental Trust Deed dated 28 June 2017 (the **Eighteenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying and restating the Principal Trust Deed; and
 - (xxi) the Nineteenth Supplemental Trust Deed dated 5 September 2017 (the **Nineteenth Supplemental Trust Deed**) made between the Issuers and the Trustee further modifying and restating the Principal Trust Deed and, together with the Principal Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Fourth Supplemental Trust Deed, the Fifth Supplemental Trust Deed, the Sixth Supplemental Trust Deed, the Seventh Supplemental Trust Deed, the Eighth Supplemental Trust Deed, the Ninth Supplemental Trust Deed, the Tenth Supplemental Trust Deed, the Eleventh Supplemental Trust Deed, the Twelfth Supplemental Trust Deed, the Thirteenth Supplemental Trust Deed, the Fourteenth Supplemental Trust Deed, the Second Fourteenth Supplemental Trust Deed, the Fifteenth Supplemental Trust Deed, the Sixteenth Supplemental Trust Deed, the Second Sixteenth Supplemental Trust Deed and the Eighteenth Supplemental Trust Deed (the **Subsisting Trust Deeds**).
- (B) On or around 6 September 2019 the Issuers published a modified and updated Prospectus relating to the Programme (the **Prospectus**).
- (C) The Issuers have requested the Trustee to agree to certain modifications to the provisions of the Principal Trust Deed (as previously modified and restated) in order to reflect the relevant modifications effected by the Prospectus.

NOW THIS TWENTIETH SUPPLEMENTAL TRUST DEED WITNESSES and IT IS AGREED and DECLARED as follows:

1. Subject as hereinafter provided and unless there is something in the subject matter or context inconsistent therewith all words and expressions defined in the Principal Trust Deed shall, unless the context otherwise requires, have the same meaning in this Twentieth Supplemental Trust Deed.
2. Save:
 - (a) in relation to all Series of Instruments issued during the period up to and including the day last preceding the date of this Twentieth Supplemental Trust Deed and any Instruments issued after the date hereof and forming a single Series with Instruments issued prior to the date hereof; and
 - (b) for the purpose (where necessary) of construing the provisions of this Twentieth Supplemental Trust Deed;

with effect on and from the date of this Twentieth Supplemental Trust Deed:

- (c) the Principal Trust Deed (as previously modified and restated) is further modified and restated in such manner as would result in the Principal Trust Deed as so further modified and restated being in the form set out in the Schedule hereto; and
- (d) the provisions of the Principal Trust Deed (as previously modified and restated) insofar as the same shall still have effect shall cease to have effect and in lieu thereof the provisions of the Principal Trust Deed as so further modified and restated (and being in the form set out in the Schedule hereto) shall have effect.

3. The provisions of the Principal Trust Deed (as previously modified and restated) as further modified and restated by this Twentieth Supplemental Trust Deed shall be valid and binding obligations of the Issuers and the Trustee.
4. Subject to the terms of Clause 2, the Subsisting Trust Deeds and this Twentieth Supplemental Trust Deed shall henceforth be read and construed together as one trust deed.
5. A memorandum of this Twentieth Supplemental Trust Deed shall be endorsed by the Trustee on the Principal Trust Deed and by the Issuers on their respective copies thereof.
6. Clause 27 of the Principal Trust Deed shall be incorporated in, and shall apply to, this Twentieth Supplemental Trust Deed *mutatis mutandis* as if the same were set out herein.

IN WITNESS whereof this Twentieth Supplemental Trust Deed has been executed as a deed by the Issuers and the Trustee and delivered on the day and year first above written.

-SCHEDULE-
FORM OF MODIFIED TRUST DEED

TRUST DEED

EDP - ENERGIAS DE PORTUGAL, S.A.

and

EDP FINANCE B.V.

as Issuers

and

DEUTSCHE TRUSTEE COMPANY LIMITED

as Trustee

(as modified and restated on 6 September 2019)
relating to a
€13,500,000,000
Programme for the Issuance of Debt Instruments

14 March 2001

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THIS TRUST DEED is made on 14 March 2001 and modified and restated on 6 September 2019

BETWEEN:

- (1) **EDP - ENERGIAS DE PORTUGAL, S.A.**, a company incorporated under the laws of the Portuguese Republic, whose registered and head office is at Av. 24 de Julho, 12, 1249-300 Lisbon, Portugal (**EDP**);
- (2) **EDP FINANCE B.V.**, a company incorporated under the laws of The Netherlands and having its statutory seat in Amsterdam, whose registered office is at Luna Arena, Herikerbergweg 130, 1101 CM, Amsterdam, The Netherlands (**BV** and, together with EDP, the **Issuers** and each an **Issuer**); and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England and Wales, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB, England (the **Trustee**, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of these presents) as trustee for the Holders, the Receiptholders and the Couponholders (each as defined below).

WHEREAS:

- (A) By resolutions of the Board of Directors of EDP passed on 13 March 2001, 2 February 2004, 22 November 2005, 19 June 2007, 9 October 2007, 16 September 2008, 8 September 2009, 31 August 2010, 26 July 2011, 30 July 2012, 30 July 2013, 25 July 2014, 23 July 2015, 19 July 2016, 31 July 2017, 17 July 2018 and 16 July 2019 and by resolutions of the Board of Managing Directors of BV passed on 8 March 2001, 17 December 2004, 23 November 2005, 18 October 2007, 9 October 2008, 17 September 2009, 20 September 2010, 12 August 2011, 5 September 2012, 2 September 2013, 31 July 2014, 27 July 2015, 29 July 2016, 24 July 2017, 31 July 2018 and 5 August 2019 each of them has resolved to amend and update the Programme for the Issuance of Debt Instruments already established by them. Pursuant to such amended and updated Programme each of the Issuers may from time to time issue Instruments as set out herein. Instruments up to a maximum nominal amount (calculated in accordance with the Dealership Agreement (as defined below)) from time to time outstanding of €13,500,000,000 (subject to increase as provided in the Dealership Agreement) (the **Authorised Amount**) may be issued pursuant to the said Programme.
- (B) The Trustee has agreed to act as trustee of these presents in relation to Instruments issued pursuant to the said amended and updated Programme for the benefit of the Holders, the Receiptholders and the Couponholders upon and subject to the terms and conditions of these presents.

NOW THIS TRUST DEED WITNESSES and IT IS AGREED and DECLARED as follows:

1. DEFINITIONS

- 1.1** In these presents unless there is anything in the subject or context inconsistent therewith the following expressions shall have the following meanings:

Affiliate Member of Interbolsa means any authorised financial intermediary entitled to hold control accounts with Interbolsa on behalf of their customers and includes any depositary banks appointed by Euroclear and/or Clearstream, Luxembourg for the purpose of holding accounts on behalf of Euroclear and Clearstream, Luxembourg, respectively;

Agency Agreement means the eleventh amended and restated issue and paying agency agreement dated 6 September 2019, as amended and/or supplemented and/or restated from time to time, pursuant to which the Issuers have appointed the Issue and Paying Agent, the Registrar, the Portuguese Paying Agent, the other Paying Agents and the Transfer Agents in relation to all or any Series of the Instruments and any other agreement for the time being in force appointing another Issue and Paying Agent or Registrar or further or other Paying Agents or Transfer Agents in relation to all or any Series of the Instruments, or in connection with their duties, the terms of which have previously been approved in writing by the Trustee, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements;

Appointee means any attorney, manager, agent, delegate or other person appointed by the Trustee under these presents;

Auditors means the auditors for the time being of EDP or BV (as the case may be) or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of these presents, such other firm of accountants as may be nominated by EDP or BV (as the case may be) and approved by the Trustee for the purposes of these presents;

Bearer Global Instrument means a Temporary Global Instrument and/or a Permanent Global Instrument, as the context may require;

Bearer Instrument means those of the Instruments (which are not Book Entry Instruments) for the time being in bearer form;

CGN means a Temporary Global Instrument or a Permanent Global Instrument and in either case in respect of which the applicable Final Terms indicate is not a New Global Note;

Book Entry Instrument means an Instrument issued in book entry form, registered by Interbolsa as managing entity of CVM, held through CVM and governed by the Conditions and the Interbolsa Instrument;

Calculation Agent means, in relation to all or any Series of the Instruments, the person initially appointed as calculation agent in relation to such Instruments by the relevant Issuer pursuant to the Agency Agreement or, if applicable, any Successor calculation agent in relation to all or any Series of the Instruments;

Clearstream, Luxembourg means Clearstream Banking S.A.;

Conditions means, in relation to the Instruments of any Series, the terms and conditions endorsed on or incorporated by reference into the Instrument or Instruments constituting such Series, such terms and conditions being in or substantially in the form set out in Schedule 1 (or, in the case of Book Entry Instruments, in the form or substantially in the form set out in the Interbolsa Instrument) as completed and supplemented by the Final Terms applicable to the Instruments of the relevant Series or in such other form, having regard to the terms of the Instruments of the relevant Series, as may be agreed between the relevant Issuer, the Trustee and the relevant Dealer(s), in each case as from time to time modified in accordance with the provisions of these presents;

Coupon means an interest coupon appertaining to a Definitive Bearer Instrument (other than a Zero Coupon Instrument), such coupon being:

- (a) if appertaining to a Fixed Rate Instrument, in the form or substantially in the form set out in Part 5A of Schedule 2 or in such other form, having regard to the terms of issue of the

Instruments of the relevant Series, as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s); or

- (b) if appertaining to a Floating Rate Instrument, in the form or substantially in the form set out in Part 5B of Schedule 2 or in such other form, having regard to the terms of issue of the Instruments of the relevant Series, as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s); or
- (c) if appertaining to a Definitive Bearer Instrument which is neither a Fixed Rate Instrument nor a Floating Rate Instrument, in such form as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s),

and includes, where applicable, the Talon(s) appertaining thereto and any replacements for Coupons and Talons issued pursuant to Condition 12;

Couponholders means the several persons who are for the time being holders of the Coupons and includes, where applicable, the Talonholders;

CVM means *Central de Valores Mobiliários*, the centralised securities system managed by Interbolsa;

Dealers means Banco Bilbao Vizcaya Argentaria, S.A., Banco Comercial Português, S.A., Banco Santander Totta, S.A., Barclays Bank Ireland PLC, Barclays Bank PLC, BNP Paribas, Caixa-Banco de Investimento, S.A., CaixaBank S.A., Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Deutsche Bank AG, London Branch, Haitong Bank, S.A., HSBC Bank plc, HSBC France, ING Bank N.V., J.P. Morgan Securities plc, Mizuho International plc, Mizuho Securities Europe GmbH, Morgan Stanley & Co. International plc, MUFG Securities (Europe) N.V., NatWest Markets Plc, Société Générale and any other entity which the Issuers may appoint as a Dealer and notice of whose appointment has been given to the Issue and Paying Agent and the Trustee by the Issuers in accordance with the provisions of the Dealership Agreement but excluding any entity whose appointment has been terminated in accordance with the provisions of the Dealership Agreement and notice of such termination has been given to the Issue and Paying Agent and the Trustee by the Issuers in accordance with the provisions of the Dealership Agreement and references to a **relevant Dealer** or **relevant Dealer(s)** mean, in relation to any Tranche or Series of Instruments, the Dealer or Dealers with whom the relevant Issuer has agreed the issue of the Instruments of such Tranche or Series and **Dealer** means any one of them;

Dealership Agreement means the amended and restated dealership agreement dated 6 September 2019 between the Issuers and the Dealers named therein concerning the purchase of Instruments to be issued pursuant to such agreement together with any agreement for the time being in force amending, replacing, novating or modifying such agreement and any accession letters and/or agreements supplemental thereto;

Definitive Bearer Instrument means a Bearer Instrument in definitive form issued or, as the case may require, to be issued by the relevant Issuer in accordance with the provisions of the Dealership Agreement or any other agreement between the relevant Issuer and the relevant Dealer(s) in exchange for either a Temporary Global Instrument or part thereof or a Permanent Global Instrument (all as indicated in the applicable Final Terms), such Bearer Instrument in definitive form being in the form or substantially in the form set out in Part 3 of Schedule 2 with such modifications (if any) as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s) and having the Conditions endorsed thereon or, if permitted by the relevant Stock Exchange, incorporating the Conditions by reference (where applicable to this Trust Deed) as indicated in the applicable Final Terms and having the relevant information supplementing the Conditions appearing in the applicable Final Terms endorsed thereon or attached thereto and (except

in the case of a Zero Coupon Instrument) having Coupons and, where appropriate, Receipts and/or Talons attached thereto on issue;

Definitive Instrument means a Definitive Bearer Instrument and/or, as the context may require, a Definitive Registered Instrument;

Definitive Registered Instrument means a Registered Instrument in definitive form issued or, as the case may require, to be issued by the relevant Issuer in accordance with the provisions of the Dealership Agreement or any other agreement between the relevant Issuer and the relevant Dealer(s) in exchange for a Temporary Global Instrument or a Permanent Global Instrument or a Registered Global Instrument (all as indicated in the applicable Final Terms), such Registered Instrument in definitive form being in the form or substantially in the form set out in Part 8 of Schedule 2 with such modifications (if any) as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s) and having the Conditions endorsed thereon or, if permitted by the relevant Stock Exchange, incorporating the Conditions by reference (where applicable to this Trust Deed) as indicated in the applicable Final Terms and having the relevant information supplementing, replacing or modifying the Conditions appearing in the applicable Final Terms endorsed thereon or attached thereto and having a Form of Transfer endorsed thereon;

Early Redemption Amount has the meaning ascribed thereto in Condition 7.8;

Euroclear means Euroclear Bank SA/NV;

Euronext Dublin means the Irish Stock Exchange plc trading as Euronext Dublin and any successor thereto

Eurosystem-eligible NGN means a NGN which is intended to be held in a manner which would allow Eurosystem eligibility, as stated in the applicable Final Terms;

Event of Default means any of the conditions, events or acts set out in Condition 10 and that, if so required by that Condition, has been certified by the Trustee to be, in its opinion, materially prejudicial to the interests of the Holders;

Extraordinary Resolution has the meaning ascribed thereto in paragraph 20 of Schedule 3;

Final Terms has the meaning set out in the Dealership Agreement;

Fixed Rate Instrument means an Instrument on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on such other dates as may be agreed between the relevant Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms);

Floating Rate Instrument means an Instrument on which interest is calculated at a floating rate payable one-, two-, three-, six- or twelve-monthly or in respect of such other period or on such date(s) as may be agreed between the relevant Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms);

Form of Transfer means the form of transfer endorsed on a Definitive Registered Instrument in the form or substantially in the form set out in Part 8 of Schedule 2;

Global Instrument means a Temporary Global Instrument and/or a Permanent Global Instrument and/or a Registered Global Instrument, as the context may require;

Holders has the meaning set out in Condition 2 and the expressions **holder** and **holder of Instruments** and related expressions shall be construed accordingly;

Instrument means an instrument issued pursuant to the Programme and denominated in such currency or currencies as may be agreed between the relevant Issuer and the relevant Dealer(s) which has such maturity and denomination as may be agreed between the relevant Issuer and the relevant Dealer(s) and issued or to be issued by the relevant Issuer pursuant to the Dealership Agreement or any other agreement between the relevant Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and these presents and which shall initially be represented by, and comprised in, either (a) a Temporary Global Instrument which may (in accordance with the terms of such Temporary Global Instrument) be exchanged for Definitive Bearer Instruments or Definitive Registered Instruments or a Permanent Global Instrument which Permanent Global Instrument may (in accordance with the terms of such Permanent Global Instrument) in turn be exchanged for Definitive Bearer Instruments or Definitive Registered Instruments or (b) a Permanent Global Instrument which may (in accordance with the terms of such Permanent Global Instrument) be exchanged for Definitive Bearer Instruments or Definitive Registered Instruments or (c) a Registered Global Instrument which may (in accordance with the terms of such Registered Global Instrument) be exchanged for Definitive Registered Instruments (all as indicated in the applicable Final Terms) and which shall (in the case of Book Entry Instruments) be in book entry form registered with Interbolsa and held through CVM and includes any replacements for an Instrument (whether a Bearer Instrument or a Registered Instrument, as the case may be) issued pursuant to Condition 12;

Interbolsa means *Interbolsa - Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A.*, as management entity of CVM;

Interbolsa Instrument means the deed poll given by the Issuer in favour of the holders of Book Entry Instruments dated 6 September 2019;

Interest Commencement Date means, in the case of interest-bearing Instruments, the date specified in the applicable Final Terms from (and including) which such Instruments bear interest, which may or may not be the Issue Date;

Interest Payment Date means, in relation to any Floating Rate Instrument, either:

- (a) the 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 the Interest Commencement Date (in the case of the first Interest Payment Date); or
- (b) such date or dates as are indicated in the applicable Final Terms;

Issue and Paying Agent means, in relation to all or any Series of the Instruments, Deutsche Bank AG, London Branch at its office at Winchester House, 1 Great Winchester Street, London EC2N 2DB, England or, if applicable, any Successor issue and paying agent in relation to all or any Series of the Instruments;

Issue Date means, in respect of any Instrument, the date of issue and purchase of such Instrument pursuant to and in accordance with the Dealership Agreement or any other agreement between the relevant Issuer and the relevant Dealer(s), being in the case of any Definitive Instrument represented initially by a Global Instrument, the same date as the date of issue of the Global Instrument which initially represented such Instrument;

Issue Price means the price, generally expressed as a percentage of the nominal amount of the Instruments, at which the Instruments will be issued;

Keep Well Agreement means the keep well agreement dated 14 March 2001 made between EDP and BV together with any agreement for the time being in force amending, replacing, novating, modifying or restating such agreement;

Liabilities means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

London Business Day has the meaning set out in Condition 5.2(g);

Material Subsidiary has the meaning set out in Condition 10;

Maturity Date means the date on which an Instrument is expressed to be redeemable;

month means calendar month;

NGN means a Temporary Global Instrument or a Permanent Global Instrument and in either case in respect of which the applicable Final Terms indicate is a New Global Note;

notice means, in respect of a notice to be given to Holders, a notice validly given pursuant to Condition 15;

NSS means the New Safekeeping Structure for registered global securities which are intended to constitute eligible collateral for Eurosystem monetary policy operations;

outstanding means, in relation to the Instruments of all or any Series, all the Instruments of such Series issued other than:

- (a) those Instruments which have been redeemed pursuant to these presents;
- (b) those Instruments in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest payable thereon) have been duly paid to the Trustee (other than in the case of Book Entry Instruments) or to the Issue and Paying Agent or (in the case of Book Entry Instruments) the Portuguese Paying Agent or, as the case may be, the Registrar in the manner provided in the Agency Agreement (and, where appropriate, notice to that effect has been given to the relative Holders in accordance with Condition 15) and remain available for payment against presentation of the relevant Instruments and/or Receipts and/or Coupons;
- (c) those Instruments which have been purchased and cancelled in accordance with Conditions 7.11 and 7.12;
- (d) those Instruments which have become void under Condition 9;
- (e) those mutilated or defaced Instruments which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 12;
- (f) (for the purpose only of ascertaining the nominal amount of the Instruments outstanding and without prejudice to the status for any other purpose of the relevant Instruments) those Instruments which are alleged to have been lost, stolen or destroyed and in respect of which replacement Instruments have been issued pursuant to Condition 12; and
- (g) any Temporary Global Instrument to the extent that it shall have been exchanged for Definitive Bearer Instruments or Definitive Registered Instruments or a Permanent Global

Instrument, any Permanent Global Instrument to the extent that it shall have been exchanged for Definitive Bearer Instruments or Definitive Registered Instruments and any Registered Global Instrument to the extent that it shall have been exchanged for Definitive Registered Instruments, in each case pursuant to its provisions, the provisions of these presents and the Agency Agreement; and

PROVIDED THAT for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of the holders of the Instruments of any Series;
- (ii) the determination of how many and which Instruments of any Series are for the time being outstanding for the purposes of Conditions 10, 11, 16 and 17 and paragraphs 2, 5, 6, 9 and 20 of Schedule 1;
- (iii) any discretion, power or authority (whether contained in these presents or vested by operation of law) which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the holders of the Instruments of any Series; and
- (iv) the determination by the Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the holders of the Instruments of any Series,

those Instruments of the relevant Series (if any) which are for the time being held by or on behalf of EDP, BV, any holding company of EDP or any other Subsidiary, in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

Paying Agents means, in relation to all or any Series of the Instruments, the several institutions (including, where the context permits, the Issue and Paying Agent) at their respective specified offices initially appointed as paying agents in relation to such Instruments by the Issuers pursuant to the Agency Agreement and/or, if applicable, any Successor paying agents at their respective specified offices in relation to all or any Series of the Instruments;

Permanent Global Instrument means a global bearer instrument in the form or substantially in the form set out in Part 2 of Schedule 2 with such modifications (if any) as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s), together with the copy of the applicable Final Terms annexed thereto, comprising some or all of the Instruments of the same Series, issued by the relevant Issuer pursuant to the Dealership Agreement or any other agreement between the relevant Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and these presents either on issue of such Instruments or in exchange for the whole or part of any Temporary Global Instrument issued in respect of such Instruments;

Portuguese Paying Agent means Deutsche Bank Aktiengesellschaft – Sucursal em Portugal or, if applicable, any successor Portuguese Paying Agent in relation to all or any of the Instruments;

Potential Event of Default means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute an Event of Default;

Put Event has the meaning set out in Condition 7.7;

Programme means the amended and updated Programme for the Issuance of Debt Instruments which is the subject of the Dealership Agreement;

Receipt means a receipt attached on issue to a Definitive Bearer Instrument redeemable in instalments for the payment of an instalment of principal, such receipt being in the form or substantially in the form set out in Part 4 of Schedule 2 or in such other form as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s) and includes any replacements for Receipts issued pursuant to Condition 12;

Receiptholders means the several persons who are for the time being holders of the Receipts;

Reference Banks means the several banks initially appointed as reference banks in relation to the Instruments and referred to in the Conditions and/or, if applicable, any Successor reference banks in relation to the Instruments;

Registered Global Instrument means a registered global instrument in the form or substantially in the form set out in Part 7 of Schedule 2 with such modifications (if any) as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s), together with the copy of the applicable Final Terms annexed thereto, comprising some or all of the Registered Instruments of the same Series, issued by the relevant Issuer pursuant to the Dealership Agreement or any other agreement between the relevant Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and these presents;

Registered Instruments means those of the Instruments (which are not Book Entry Instruments) which are for the time being in registered form;

Registrar means, in relation to all or any Series of the Registered Instruments, Deutsche Bank Luxembourg S.A. at its office at 2 Boulevard Konrad Adenauer, L-1115 Luxembourg or, if applicable, any Successor registrar;

Relevant Date has the meaning set out in Condition 8;

repay, redeem and pay shall each include both the others and cognate expressions shall be construed accordingly;

Series means a Tranche of Instruments together with any further Tranche or Tranches of Instruments which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices and the expressions **Instruments of the relevant Series, holders of Instruments of the relevant Series** and related expressions shall be construed accordingly;

Stock Exchange means Euronext Dublin or any other or further stock exchange(s) on which any Instruments may from time to time be listed, and references in these presents to the **relevant Stock Exchange** shall, in relation to any Instruments, be references to the Stock Exchange on which such Instruments are, from time to time, or are intended to be, listed;

Subsidiary has the meaning set out in Condition 10;

Successor means, in relation to the Issue and Paying Agent, the other Paying Agents, the Registrar, the Transfer Agents, the Portuguese Paying Agent, the Reference Banks and the Calculation Agent, any successor to any one or more of them in relation to the Instruments which shall become such pursuant to the provisions of these presents and/or the Agency Agreement (as the case may be) and/or such other or further issue and paying agent, paying agents, registrar, transfer agents, reference banks or calculation agent (as the case may be) in relation to the Instruments as may (with the prior approval of, and on terms previously approved by, the Trustee in writing) from time to time be appointed as such, and/or, if applicable, such other or further specified offices (in the former case being within the same city as those for which they are substituted) as may from time to time be

nominated, in each case by the Issuers, and (except in the case of the initial appointments and specified offices made under and specified in the Conditions and/or the Agency Agreement, as the case may be) notice of whose appointment or, as the case may be, nomination has been given to the Holders;

Talonholders means the several persons who are for the time being holders of the Talons;

Talons means the talons (if any) appertaining to, and exchangeable in accordance with the provisions therein contained for further Coupons appertaining to, the Definitive Bearer Instruments (other than the Zero Coupon Instruments), such talons being in the form or substantially in the form set out in Part 6 of Schedule 2 or in such other form as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s) and includes any replacements for Talons issued pursuant to Condition 12;

Temporary Global Instrument means a temporary global bearer instrument in the form or substantially in the form set out in Part 1 of Schedule 2 with such modifications (if any) as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s), together with the copy of the applicable Final Terms annexed thereto, comprising some or all of the Instruments of the same Series, issued by the relevant Issuer pursuant to the Dealership Agreement or any other agreement between the relevant Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and these presents;

these presents means this Trust Deed and the Schedules and any trust deed supplemental hereto and the Schedules (if any) thereto and the Instruments, the Receipts, the Coupons, the Talons, the Conditions and, unless the context otherwise requires, the Final Terms, all as from time to time modified in accordance with the provisions herein or therein contained;

Tranche means all Instruments which are identical in all respects (including as to admissions to listing, trading and/or quotation);

Transfer Agents means, in relation to all or any Series of the Registered Instruments, the several institutions (including, where the context permits, the Registrar) at their respective specified offices initially appointed as transfer agents in relation to such Instruments by the Issuers pursuant to the Agency Agreement and/or, if applicable, any Successor transfer agents;

Trust Corporation means a corporation entitled by rules made under the Public Trustee Act 1906 or entitled pursuant to any other comparable legislation applicable to a trustee in any other jurisdiction to carry out the functions of a custodian trustee;

Trustee Acts means the Trustee Act 1925 and the Trustee Act 2000;

Zero Coupon Instrument means an Instrument on which no interest is payable;

words denoting the singular shall include the plural and *vice versa*;

words denoting one gender only shall include the other genders; and

words denoting persons only shall include firms and corporations and *vice versa*.

- 1.2 (a) All references in these presents to principal and/or principal amount and/or interest in respect of the Instruments or to any moneys payable by the Issuers under these presents shall, unless the context otherwise requires, be construed in accordance with Condition 6.6.
- (a) All references in these presents to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory

instrument, order or regulation made thereunder or under any such modification or re-enactment.

- (b) All references in these presents to guarantees or to an obligation being guaranteed shall be deemed to include respectively references to indemnities or to an indemnity being given in respect thereof.
 - (c) All references in these presents to any action, remedy or method of proceeding for the enforcement of the rights of creditors shall be deemed to include, in respect of any jurisdiction other than England, references to such action, remedy or method of proceeding for the enforcement of the rights of creditors available or appropriate in such jurisdiction as shall most nearly approximate to such action, remedy or method of proceeding described or referred to in these presents.
 - (d) All references in these presents to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits (but not in the case of any NGN or any Registered Global Instrument held under the NSS), be deemed to include references to any additional or alternative clearing system approved by the relevant Issuer, the Trustee and the Issue and Paying Agent.
 - (e) All references in these presents to the **records** of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers' interest in the Instruments.
 - (f) Unless the context otherwise requires words or expressions used in these presents shall bear the same meanings as in the Companies Act 2006.
 - (g) In this Trust Deed references to Schedules, Clauses, subclauses, paragraphs and subparagraphs shall be construed as references to the Schedules to this Trust Deed and to the Clauses, subclauses, paragraphs and subparagraphs of this Trust Deed respectively.
 - (h) In these presents tables of contents and Clause headings are included for ease of reference and shall not affect the construction of these presents.
 - (i) All references in these presents involving compliance by the Trustee with a test of reasonableness shall be deemed to include a reference to a requirement that such reasonableness shall be determined by reference solely to the interests of the holders of the Instruments of the relevant one or more Series as a class.
- 1.3** Words and expressions defined in these presents or the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used herein unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and these presents, these presents shall prevail and, in the event of inconsistency between the Agency Agreement or these presents and the applicable Final Terms, the applicable Final Terms shall prevail.
- 1.4** All references in these presents to the **relevant currency** shall be construed as references to the currency in which payments in respect of the Instruments and/or Receipts and/or Coupons of the relevant Series are to be made as indicated in the applicable Final Terms.
- 1.5** All references in these presents to Instruments being **listed** or **having a listing** shall, (i) in relation to Euronext Dublin, be construed to mean that such Instruments have been admitted to trading on Euronext Dublin's regulated market and (ii) on any other Stock Exchange within the European Economic Area, be construed to mean that the Instruments have been admitted to trading on a

market within that jurisdiction which is a regulated market for the purposes of Directive 2014/65/EU, as amended. All references in these presents to **listing** or **listed** shall include references to **quotation** and **quoted**, respectively.

2. AMOUNT AND ISSUE OF THE INSTRUMENTS

2.1 Amount of the Instruments, Final Terms and Legal Opinions

The Instruments will be issued in Series in an aggregate nominal amount from time to time outstanding not exceeding the Authorised Amount from time to time and such aggregate nominal amount shall be calculated in accordance with the Dealership Agreement.

By not later than 3.00 p.m. (London time) on the second London Business Day preceding each proposed Issue Date, the relevant Issuer shall deliver or cause to be delivered to the Trustee a copy of the applicable Final Terms and drafts of all legal opinions (if any) to be given in relation to the relevant issue and shall notify or cause the Trustee to be notified in writing without delay of the relevant Issue Date and the nominal amount of the Instruments to be issued. Upon the issue of the relevant Instruments, such Instruments shall become constituted by these presents without further formality.

On each anniversary of the date of this Trust Deed and on such other occasions as the Trustee so requests (on the basis that the Trustee reasonably considers it necessary in view of a change (or proposed change) in applicable law affecting the Issuers, these presents, the Dealership Agreement, the Agency Agreement or the Keep Well Agreement or the Trustee has other reasonable grounds which shall not include the mere lapse of time), the Issuers will use all reasonable endeavours to procure that (a) further legal opinion(s) (relating, if applicable, to any such change or proposed change) in such form and with such content as the Trustee may reasonably require from the legal advisers specified in the Dealership Agreement or such other legal advisers as the Trustee may require (where the use of the legal advisers referred to in the Dealership Agreement is reasonably considered by the Trustee to be impracticable or inappropriate) is/are delivered to the Trustee. Whenever such a request is made with respect to any Instruments to be issued, the receipt of such opinion in a form satisfactory to the Trustee shall be a further condition precedent to the issue of those Instruments.

2.2 Covenant to repay principal and to pay interest

The relevant Issuer covenants with the Trustee that it will, as and when the Instruments of any Series (which are not Book Entry Instruments) or any of them or any instalment of principal in respect thereof becomes due to be redeemed in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Trustee in the relevant currency in immediately available funds the principal amount in respect of the Instruments of such Series (which are not Book Entry Instruments) or the amount of such instalment becoming due for redemption on that date and (except in the case of Zero Coupon Instruments) shall (subject to the provisions of these presents) in the meantime and until redemption in full of the Instruments of such Series (which are not Book Entry Instruments) (both before and after any judgment or other order of a court of competent jurisdiction) unconditionally pay or procure to be paid to or to the order of the Trustee as aforesaid interest (which shall accrue from day to day) on the nominal amount of the Instruments outstanding of such Series at rates and/or in amounts calculated from time to time in accordance with, or specified in, and on the dates provided for in, the Conditions (subject to Clause 2.4) PROVIDED THAT:

- (a) every payment of principal or interest or other sum due in respect of the Instruments (which are not Book Entry Instruments) made to or to the order of the Issue and Paying Agent or, as the case may be, the Registrar in the manner provided in the Agency Agreement shall be in satisfaction *pro tanto* of the relative covenant by the relevant Issuer in this Clause contained

in relation to the Instruments of such Series (which are not Book Entry Instruments) except to the extent that there is a default in the subsequent payment thereof in accordance with the Conditions to the relevant Holders, Receiptholders or Couponholders (as the case may be);

- (b) in the case of any payment of principal which is not made to the Trustee or the Issue and Paying Agent or, as the case may be, the Registrar in respect of Instruments which are not Book Entry Instruments on or before the due date or which is so made on or after accelerated maturity following an Event of Default, interest shall (subject, where applicable, as provided in these presents) continue to accrue on the nominal amount of the relevant Instruments (except in the case of Zero Coupon Instruments to which the provisions of Condition 7.12 shall apply) (both before and after any judgment or other order of a court of competent jurisdiction) at the rates aforesaid up to and including the date which the Trustee determines to be the date on and after which payment is to be made in respect thereof as stated in a notice given to the holders of such Instruments (such date to be not later than 21 days after the day on which the whole of such principal amount, together with an amount equal to the interest which has accrued and is to accrue pursuant to this proviso up to and including that date, has been received by the Trustee or the Issue and Paying Agent); and
- (c) in any case where payment of the whole or any part of the principal amount of any Instrument (which is not a Book Entry Instrument) is improperly withheld or refused upon due presentation thereof (other than in circumstances contemplated by (b) above) interest shall accrue on the nominal amount of such Instrument (except in the case of Zero Coupon Instruments to which the provisions of Condition 7.12 shall apply) payment of which has been so withheld or refused (both before and after any judgment or other order of a court of competent jurisdiction) at the rates aforesaid from the date of such withholding or refusal until the date on which, upon further presentation of the relevant Instrument, payment of the full amount (including interest as aforesaid) in the relevant currency payable in respect of such Instrument is made or (if earlier) the seventh day after notice is given to the relevant Holder(s) (whether individually or in accordance with Condition 15) that the full amount (including interest as aforesaid) in the relevant currency in respect of such Instrument is available for payment, provided that, upon further presentation thereof being duly made, such payment is made.

The Trustee will hold the benefit of this covenant and of the Keep Well Agreement on trust for the Holders, the Receiptholders and the Couponholders and itself in accordance with these presents.

2.3 Trustee's requirements regarding Paying Agents etc

At any time after an Event of Default or a Potential Event of Default in respect of Instruments which are not Book Entry Instruments shall have occurred or the Instruments of all or any Series shall otherwise have become due and repayable or the Trustee shall have received any money which it proposes to pay under Clause 9 to the relevant Holders, Receiptholders and/or Couponholders, the Trustee may:

- (a) by notice in writing to the relevant Issuer, the Issue and Paying Agent, the other Paying Agents, the Registrar and the Transfer Agents require the Issue and Paying Agent, the other Paying Agents, the Registrar and the Transfer Agents pursuant to the Agency Agreement:
 - (i) to act thereafter as Issue and Paying Agent, other Paying Agents, Registrar and Transfer Agents respectively of the Trustee under the terms of these presents *mutatis mutandis* on the terms provided in the Agency Agreement (save that the Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Issue and Paying Agent, the other Paying Agents, the Registrar and the Transfer Agents shall be limited to the amounts for the

time being held by the Trustee on the trusts of these presents relating to the Instruments of the relevant Series and available for such purpose) and thereafter to hold all Instruments, Receipts and Coupons and all sums, documents and records held by them in respect of Instruments, Receipts and Coupons on behalf of the Trustee; or

- (ii) to deliver up all Instruments, Receipts and Coupons and all sums, documents and records held by them in respect of Instruments, Receipts and Coupons to the Trustee or as the Trustee shall direct in such notice provided that such notice shall be deemed not to apply to any documents or records which the Issue and Paying Agent, relevant other Paying Agent, the Registrar or relevant Transfer Agent is obliged not to release by any law or regulation; and
 - (b) by notice in writing to the relevant Issuer require it to make all subsequent payments in respect of the Instruments, Receipts and Coupons to or to the order of the Trustee and not to the Issue and Paying Agent or, as the case may be, the Registrar and, with effect from the issue of any such notice to the relevant Issuer and until such notice is withdrawn, proviso (i) to subclause 2.2 of this Clause relating to the Instruments shall cease to have effect.
- 2.4 If the Floating Rate Instruments of any Series become immediately due and repayable under Condition 10 the rate and/or amount of interest payable in respect of them will be calculated by the Calculation Agent at the same intervals as if such Instruments had not become due and repayable, the first of which will commence on the expiry of the Interest Period during which the Instruments of the relevant Series become so due and repayable *mutatis mutandis* in accordance with the provisions of Condition 5 except that the rates of interest need not be published.

2.5 Currency of payments

All payments in respect of, under and in connection with these presents and the Instruments of any Series to the relevant Holders, Receiptholders and Couponholders shall be made in the relevant currency.

2.6 Further Instruments

The relevant Issuer shall be at liberty from time to time (but subject always to the provisions of these presents) without the consent of the Holders, Receiptholders or Couponholders to create and issue further Instruments ranking *pari passu* in all respects (or in all respects save for the date from which interest thereon accrues and the amount of the first payment of interest on such further Instruments) and so that the same shall be consolidated and form a single series with the outstanding Instruments of a particular Series.

2.7 Separate Series

The Instruments of each Series shall form a separate Series of Instruments and accordingly, unless for any purpose the Trustee in its absolute discretion shall otherwise determine, the provisions of this Clause and of Clauses 3 to 21 (both inclusive), 22.2 and Schedule 3 shall apply *mutatis mutandis* separately and independently to the Instruments of each Series and in such Clauses and Schedule the expressions **Instruments, Holders, Receipts, Receiptholders, Coupons, Couponholders, Talons and Talonholders** shall be construed accordingly.

3. FORMS OF THE INSTRUMENTS

3.1 Bearer Instruments

- (a) The Bearer Instruments (which are not Book Entry Instruments) of each Tranche will be represented on issue by either:
- (i) a single Temporary Global Instrument which shall be exchangeable (as specified in the applicable Final Terms) for either Definitive Bearer Instruments together with, where applicable, Receipts and (except in the case of Zero Coupon Instruments) Coupons and, where applicable, Talons attached or Definitive Registered Instruments or a Permanent Global Instrument, in each case in accordance with the provisions of such Temporary Global Instrument. Each Permanent Global Instrument shall be exchangeable (as specified in the applicable Final Terms) for Definitive Bearer Instruments together with, where applicable, Receipts and (except in the case of Zero Coupon Instruments) Coupons and, where applicable, Talons attached or Definitive Registered Instruments in accordance with the provisions of such Permanent Global Instrument; or
 - (ii) a single Permanent Global Instrument which shall be exchangeable (as specified in the applicable Final Terms) for Definitive Bearer Instruments together with, where applicable, Receipts and (except in the case of Zero Coupon Instruments) Coupons and, where applicable, Talons attached or Definitive Registered Instruments in accordance with the provisions of such Permanent Global Instrument.

All Bearer Global Instruments shall be prepared, completed and delivered to a common depository (in the case of a CGN) or common safekeeper (in the case of a NGN) for Euroclear and Clearstream, Luxembourg in accordance with the provisions of the Dealership Agreement or to another appropriate depository in accordance with any other agreement between the relevant Issuer and the relevant Dealer(s) and, in each case, the Agency Agreement.

- (A) Each Temporary Global Instrument shall be printed or typed in the form or substantially in the form set out in Part 1 of Schedule 2 and may be a facsimile. Each Temporary Global Instrument shall have annexed thereto a copy of the applicable Final Terms and shall be signed manually or in facsimile by a person duly authorised by the relevant Issuer on behalf of the relevant Issuer, shall be authenticated by or on behalf of the Issue and Paying Agent and shall, in the case of a Eurosystem-eligible NGN, be effectuated by the common safekeeper acting on the instructions of the Issue and Paying Agent. Each Temporary Global Instrument so executed and authenticated shall be a binding and valid obligation of the relevant Issuer and title thereto shall pass by delivery.
- (B) Each Permanent Global Instrument shall be printed or typed in the form or substantially in the form set out in Part 2 of Schedule 2 and may be a facsimile. Each Permanent Global Instrument shall have annexed thereto a copy of the applicable Final Terms and shall be signed manually or in facsimile by a person duly authorised by the relevant Issuer on behalf of the relevant Issuer and shall be authenticated by or on behalf of the Issue and Paying Agent and shall, in the case of a Eurosystem-eligible NGN, be effectuated by the common safekeeper acting on the instructions of the Issue and Paying Agent. Each Permanent Global Instrument so executed and authenticated shall be a binding and valid obligation of the relevant Issuer and title thereto shall pass by delivery.

3.2 Registered Instruments

- (a) The Registered Instruments of each Tranche will initially be represented by a Temporary Global Instrument, a Permanent Global Instrument or a Registered Global Instrument as specified in the applicable Final Terms.
- (b) Registered Instruments represented by Registered Global Instruments shall be exchangeable only in accordance with, and subject to, the provisions of the relevant Registered Global Instruments and the Agency Agreement.
- (c) Each Registered Global Instrument shall be printed or typed in the form or substantially in the form set out in Part 7 of Schedule 2 and may be a facsimile. Each Registered Global Instrument shall have annexed thereto a copy of the applicable Final Terms and shall be signed manually or in facsimile by a person duly authorised by the relevant Issuer on behalf of the relevant Issuer and shall be authenticated by or on behalf of the Registrar and, in the case of Registered Global Instruments held under the NSS, effectuated by the common safekeeper. Each Registered Global Instrument so executed and authenticated shall be a binding and valid obligation of the relevant Issuer.

3.3 Definitive Instruments

- (a) The Definitive Bearer Instruments, the Receipts, the Coupons and the Talons shall be to bearer in the respective forms or substantially in the respective forms set out in Parts 3, 4, 5 and 6, respectively, of Schedule 2. The Definitive Bearer Instruments, the Receipts, the Coupons and the Talons shall be serially numbered and, if admitted to listing, trading and/or quotation, shall be security printed in accordance with the requirements (if any) from time to time of the relevant Stock Exchange and the relevant Conditions shall be incorporated by reference (where applicable to these presents) into such Definitive Bearer Instruments if permitted by the relevant Stock Exchange (if any), or, if not so permitted, the Definitive Bearer Instruments shall be endorsed with or have attached thereto the relevant Conditions, and, in either such case, the Definitive Bearer Instruments shall have endorsed thereon or attached thereto a copy of the applicable Final Terms (or the relevant provisions thereof). Title to the Definitive Bearer Instruments, the Receipts, the Coupons and the Talons shall pass by delivery.
- (b) The Definitive Registered Instruments shall be in registered form and shall be issued in the form or substantially in the form set out in Part 8 of Schedule 2, shall be serially numbered, shall be endorsed with a Form of Transfer and, if admitted to listing, trading and/or quotation, shall be security printed in accordance with the requirements (if any) from time to time of the relevant Stock Exchange and the Conditions shall be incorporated by reference (where applicable to these presents) into such Definitive Registered Instruments if permitted by the relevant Stock Exchange (if any), or, if not so permitted, the Definitive Registered Instruments shall be endorsed with or have attached thereto the Conditions, and, in either such case, the Definitive Registered Instruments shall have endorsed thereon or attached thereto a copy of the applicable Final Terms (or the relevant provisions thereof). Title to the Definitive Registered Instruments shall pass upon the registration of transfers in the register kept by the Registrar in respect thereof in accordance with the provisions of the Agency Agreement and these presents.
- (c) The Definitive Instruments shall be signed manually or in facsimile by a person duly authorised by the relevant Issuer on behalf of the relevant Issuer and shall be authenticated by or on behalf of the Issue and Paying Agent (in the case of the Definitive Bearer Instruments) or the Registrar (in the case of Definitive Registered Instruments). The Definitive Instruments so executed and authenticated, and the Receipts, the Coupons and Talons, upon execution and authentication of the relevant Definitive Bearer Instruments, shall be binding and valid obligations of the relevant Issuer. The Receipts, the Coupons and the Talons shall not be signed. No Definitive Bearer Instrument and none of the Receipts, Coupons or Talons appertaining to such Definitive Bearer Instrument shall be

binding or valid until such Definitive Bearer Instrument shall have been executed and authenticated as aforesaid.

3.4 Facsimile signatures

The relevant Issuer may use the facsimile signature of any person who at the date such signature is affixed to an Instrument is duly authorised by the relevant Issuer notwithstanding that at the time of issue of any of the Instruments he may have ceased for any reason to be so authorised.

3.5 Book Entry Instruments

The Book Entry Instruments will be represented by an Instrument issued in book entry form and registered in the Interbolsa book-entry system and governed by the Conditions and by the Interbolsa Instrument. Title to the Book Entry Instruments passes upon registration in the relevant individual securities account held with an Affiliated Member of Interbolsa.

3.6 Certificates of Euroclear and Clearstream, Luxembourg or Interbolsa

Without prejudice to Clause 16(cc), the relevant Issuer and the Trustee may call for and, except in the case of manifest error, shall be at liberty to accept and place full reliance on as sufficient evidence thereof a certificate or letter of confirmation issued on behalf of Euroclear or Clearstream, Luxembourg or the relevant affiliate members of Interbolsa or any form of record made by either of them or such other form of evidence and/or information and/or certification as it shall, in its absolute discretion, think fit to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as the holder of a particular nominal amount of Instruments represented by a Global Instrument or which are Book Entry Instruments and, if it does so rely, such letter of confirmation, form of record, evidence, information or certification shall be conclusive and binding on all concerned.

4. FEES, DUTIES AND TAXES

The Issuers will pay or procure to be paid any stamp, issue, registration, documentary and other fees, duties and taxes, including interest and penalties, payable (a) in Portugal, The Netherlands, the United Kingdom, Belgium or Luxembourg on or in connection with (i) the execution and delivery of these presents and the Keep Well Agreement and (ii) the constitution and original issue of the Instruments, the Receipts and the Coupons and (b) in any jurisdiction on or in connection with any action taken by or on behalf of the Trustee or (where permitted under these presents so to do) any Holder, Receiptholder or Couponholder to enforce, or to resolve any doubt concerning, or for any other purpose in relation to, these presents and/or the Keep Well Agreement.

5. COVENANT OF COMPLIANCE

Each of the Issuers covenants with the Trustee that it will comply with and perform and observe all the provisions of these presents and the Keep Well Agreement which are expressed to be binding on it. The Conditions shall be binding on the Issuers, the Holders, the Receiptholders and the Couponholders. The Trustee shall be entitled to enforce the obligations of the Issuers under the Instruments, the Receipts and the Coupons (but, in the case of Book Entry Instruments, only to the extent that such obligations are contained in this Trust Deed) as if the same were set out and contained in this Trust Deed, which shall be read and construed as one document with the Instruments, the Receipts and the Coupons. The Trustee shall hold the benefit of this covenant upon trust for itself and the Holders, the Receiptholders and the Couponholders according to its and their respective interests.

6. CANCELLATION OF INSTRUMENTS AND RECORDS

6.1 The relevant Issuer shall procure that all Instruments issued by it (i) redeemed or (ii) purchased and surrendered for cancellation by or on behalf of EDP, BV or any other Subsidiary or (iii) which, being mutilated or defaced, have been surrendered and replaced pursuant to Condition 12 (together in each case, in the case of Definitive Bearer Instruments, with all unmatured Receipts and Coupons attached thereto or delivered therewith) and all relative Receipts and Coupons paid in accordance with the relevant Conditions or which, being mutilated or defaced, have been surrendered and replaced pursuant to Condition 12 shall forthwith be cancelled by or on behalf of the relevant Issuer and a certificate stating:

- (a) the aggregate nominal amount of Instruments which have been redeemed and the aggregate amounts in respect of Receipts and Coupons which have been paid;
- (b) the serial numbers of such Instruments in definitive form and Receipts distinguishing between Bearer Instruments and Registered Instruments;
- (c) the total numbers (where applicable, of each denomination) by maturity date of such Receipts and Coupons;
- (d) the aggregate amount of interest paid (and the due dates of such payments) on Global Instruments and/or on Definitive Registered Instruments;
- (e) the aggregate nominal amount of Instruments (if any) which have been purchased and cancelled and the serial numbers of such Instruments in definitive form and, in the case of Definitive Bearer Instruments, the total number (where applicable, of each denomination) by maturity date of the Receipts, Coupons and Talons attached thereto or surrendered therewith;
- (f) the aggregate nominal amounts of Instruments and Receipts and the aggregate amounts in respect of Coupons which have been so surrendered and replaced and the serial numbers of such Instruments in definitive form and, in the case of Definitive Bearer Instruments, the total number (where applicable, of each denomination) by maturity date of such Coupons and Talons; and
- (g) the total number (where applicable, of each denomination) by maturity date of Talons which have been exchanged for further Coupons,

shall be given to the Trustee by or on behalf of the relevant Issuer as soon as possible and in any event within four months after the date of such redemption, purchase, payment, exchange or replacement (as the case may be). The Trustee may accept such certificate as conclusive evidence of redemption, purchase or replacement *pro tanto* of the Instruments or payment of interest thereon or exchange of the relative Talons respectively and of cancellation of the relative Instruments and Coupons.

6.2 The relevant Issuer shall procure (i) that the Issue and Paying Agent shall keep a full and complete record of all Instruments, Receipts, Coupons and Talons issued by it (other than serial numbers of Receipts and Coupons) and of their redemption and purchase and cancellation thereof and of all replacement instruments, receipts, coupons or talons issued in substitution for lost, stolen, mutilated, defaced or destroyed Instruments, Receipts, Coupons or Talons (ii) that the Issue and Paying Agent shall in respect of the Coupons of each maturity retain (in the case of Coupons and Talons) until the expiry of five years from the Relevant Date in respect of such Coupons a record of the total number of Coupons of that maturity still remaining unpaid or unexchanged and (iii) that such records shall be made available to the Trustee at all reasonable times.

7. ENFORCEMENT

The rights and duties of the Trustee, and the rights and duties of the Holders, the Receiptholders and the Couponholders, as to recovery of amounts owing on the Instruments, the Receipts and the Coupons are set out in Conditions 10 and 11.

8. NON-PAYMENT

Proof that as regards any specified Instrument, Receipt or Coupon the relevant Issuer has made default in paying any amount due in respect of such Instrument, Receipt or Coupon shall (unless the contrary be proved) be sufficient evidence that the same default has been made as regards all other Instruments, Receipts or Coupons (as the case may be) in respect of which the relevant amount is due and payable.

9. APPLICATION OF MONEYS

All moneys received by the Trustee under these presents (including any moneys which represent principal or interest in respect of Instruments, Receipts or Coupons which have become void under Condition 9) shall, unless and to the extent attributable, in the opinion of the Trustee, to a particular Series of the Instruments, be apportioned *pari passu* and rateably between each Series of the Instruments (which are not Book Entry Instruments), and all moneys received by the Trustee under these presents to the extent attributable in the opinion of the Trustee to a particular Series of the Instruments (which are not Book Entry Instruments) or which are apportioned to such Series as aforesaid, be held by the Trustee upon trust to apply them (subject to Clause 11):

- (a) FIRST in payment or satisfaction of all amounts then due and unpaid under Clauses 14 and/or 16(j) to the Trustee and/or any Appointee;
- (b) SECONDLY in or towards payment *pari passu* and rateably of all principal and interest then due and unpaid in respect of the Instruments of that Series;
- (c) THIRDLY in or towards payment *pari passu* and rateably of all principal and interest then due and unpaid in respect of the Instruments of each other Series (other than in respect of Book Entry Instruments); and
- (d) FOURTHLY in payment of the balance (if any) to the relevant Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the relevant Issuer shall be dealt with as between the relevant Issuer and any other person).

Without prejudice to this Clause 9, if the Trustee holds any moneys which represent principal or interest in respect of Instruments which have become void or in respect of which claims have been prescribed under Condition 9, the Trustee will hold such moneys on the above trusts.

10. NOTICE OF PAYMENTS

The Trustee shall give notice to the relevant Holders in accordance with Condition 15 of the day fixed for any payment to them under Clause 9. Such payment may be made in accordance with Condition 6 and any payment so made shall be a good discharge to the Trustee.

11. INVESTMENT BY TRUSTEE

- 11.1** No provision of these presents shall (a) confer on the Trustee any right to exercise any investment discretion in relation to the assets subject to the trust constituted by these presents and, to the extent permitted by law, Section 3 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by these presents and (b) require the Trustee to do anything which

may cause the Trustee to be considered a sponsor of a covered fund under Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any regulations promulgated thereunder.

- 11.2 The Trustee may, in consultation with the Issuer, place moneys in respect of the Instruments or Coupons on deposit in its name or under its control in an account at a bank or other financial institution. If that bank or financial institution is the Trustee or a Subsidiary, Holding Company or associated company of the Trustee, the Trustee need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer.
- 11.3 The parties acknowledge and agree that in the event that any deposits in respect of the Instruments or Coupons are held by a bank or a financial institution in the name of the Trustee and the interest rate in respect of certain currencies is a negative value such that the application thereof would result in amounts being debited from funds held by such bank or financial institution (“**negative interest**”), the Trustee shall not be liable to make up any shortfall or be liable for any loss.
- 11.4 The Trustee may at its discretion accumulate such deposits and the resulting interest and other income derived thereon. The accumulated deposits shall be applied under Clause 9. All interest and other income deriving from such deposits shall be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 14 and/or Clause 16(j) to the Trustee and/or any Appointee and otherwise held for the benefit of and paid to the Holders or the holders of the related Coupons, as the case may be.

12. PARTIAL PAYMENTS

Upon any payment under Clause 9 (other than payment in full against surrender of an Instrument, Receipt or Coupon) the Instrument, Receipt or Coupon in respect of which such payment is made shall be produced to the Trustee or the Paying Agent by or through whom such payment is made and (except in the case of a NGN or a Registered Global Instrument held under the NSS) the Trustee shall or shall cause such Paying Agent to enface thereon a memorandum of the amount and the date of payment but the Trustee may in any particular case or generally in the case of Registered Instruments dispense with such production and enfacement upon such indemnity being given as it shall think sufficient.

13. COVENANTS BY THE ISSUERS

Each of the Issuers covenants with the Trustee that, so long as any of the Instruments remains outstanding (or, in the case of paragraphs (h), (i), (m), (n) and (p), so long as any of such Instruments or the relative Receipts or Coupons remains liable to prescription or, in the case of subparagraph (o), until the expiry of a period of 30 days after the Relevant Date) it shall:

- (a) at all times carry on and conduct its affairs, and, in the case of EDP, procure that each of the Material Subsidiaries carries on and conducts its affairs, in a proper and efficient manner;
- (b) so far as permitted by applicable law, give or procure to be given to the Trustee such opinions, certificates and information as it shall reasonably require and in such form as it shall reasonably require (including without limitation the procurement of all such certificates called for by the Trustee pursuant to Clause 16(c), for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in it under these presents or by operation of law;
- (c) cause to be prepared and certified by its Auditors in respect of each financial accounting period accounts in such form as will comply with all relevant legal and accounting

requirements of the country in which the relevant Issuer is incorporated and all requirements for the time being of the relevant Stock Exchange;

- (d) at all times keep, and, in the case of EDP, procure the Subsidiaries to keep, proper books of account and at any time after the occurrence of an Event of Default or a Potential Event of Default (other than in respect of Book Entry Instruments) or if the Trustee has reasonable grounds to believe that an Event of Default or a Potential Event of Default has occurred or is about to occur allow and, in the case of EDP, procure the Subsidiaries to allow the Trustee and any person appointed by the Trustee to whom the relevant Issuer or, as the case may be, the relevant Subsidiary shall have no reasonable objection free access to such books of account at all reasonable times during normal business hours provided that nothing in this paragraph (d) shall oblige the Issuers or, in the case of EDP, the Subsidiaries or any of them to disclose confidential information concerning customers of the Issuers, or, in the case of EDP, the Subsidiaries of any of them or any other information which is exempt from disclosure in the published accounts of the company concerned by reason of the provisions of applicable law relating to confidentiality or which it is illegal to disclose;
- (e) send to the Trustee (in addition to any copies to which it may be entitled as a holder of any securities of the Issuers) two copies in English of every balance sheet, profit and loss account, report, circular and notice of general meeting and every other document issued or sent to its shareholders together with any of the foregoing, and every document issued or sent to holders of publicly issued securities other than its shareholders (including the Holders) as soon as practicable after the issue or publication thereof;
- (f) forthwith give notice in writing to the Trustee of the coming into existence of any security interest which would require any security to be given to the Instruments (other than in respect of Book Entry Instruments) pursuant to Condition 4 or of the occurrence of any Event of Default, any Potential Event of Default or any Put Event;
- (g) give to the Trustee (a) within 10 days after demand by the Trustee therefor and (b) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each financial year commencing with the financial year ending 31 December 2001 and in any event not later than 180 days after the end of each such financial year a certificate signed by two Directors of EDP and two Managing Directors of BV to the effect that as at a date not more than seven days before delivering such certificate (the **relevant certification date**) there did not exist and had not existed since the relevant certification date of the previous certificate (or in the case of the first such certificate the date hereof) any Event of Default or any Potential Event of Default (or if such exists or existed specifying the same) and that during the period from and including the relevant certification date of the last such certificate (or in the case of the first such certificate the date hereof) to and including the relevant certification date of such certificate EDP or, as the case may be, BV has complied with all its obligations contained in these presents or (if such is not the case) specifying the respects in which it has not complied;
- (h) so far as permitted by applicable law, at all times execute and do all such further documents, acts and things as may be necessary at any time or times in the opinion of the Trustee to give effect to these presents;
- (i) at all times maintain an Issue and Paying Agent, other Paying Agents, a Registrar, Reference Banks, a Calculation Agent and Transfer Agents where required to do so in accordance with the Conditions or the Agency Agreement;
- (j) use all reasonable endeavours to procure the Issue and Paying Agent or, where applicable, the Registrar to notify the Trustee forthwith in the event that it does not, on or before the due

date for any payment in respect of the Instruments or any of them or any of the relative Receipts or Coupons, receive unconditionally pursuant to the Agency Agreement payment of the full amount in the requisite currency of the moneys payable on such due date on all such Instruments, Receipts or Coupons as the case may be;

- (k) in the event of the unconditional payment to the Issue and Paying Agent, or where applicable, the Registrar or the Trustee of any sum due in respect of the Instruments or any of them or any of the relative Receipts or Coupons being made after the due date for payment thereof forthwith give or procure to be given notice to the relevant Holders in accordance with Condition 15 that such payment has been made;
- (l) in the case of Instruments admitted to listing, trading and/or quotation, use all reasonable endeavours to maintain the admission to trading, quotation or listing on the relevant Stock Exchange of such Instruments or, if it is unable to do so having used all reasonable endeavours, use all reasonable endeavours to obtain and maintain an admission to trading, quotation or listing of such Instruments on such other stock exchange or exchanges or securities market or markets as the relevant Issuer may (with the prior written approval of the Trustee) decide and also upon obtaining an admission to trading, quotation or listing of such Instruments on such other stock exchange or exchanges or securities market or markets enter into a trust deed supplemental to this Trust Deed to effect such consequential amendments to these presents as the Trustee may reasonably require or as shall be requisite to comply with the requirements of any such stock exchange or securities market;
- (m) give notice to the Holders in accordance with Condition 15 of any appointment, resignation or removal of any Issue and Paying Agent, Registrar, Calculation Agent, Reference Bank, other Paying Agent, Transfer Agent or the Portuguese Paying Agent (other than the appointment of the initial Issue and Paying Agent, Registrar, Calculation Agent, Reference Banks, other Paying Agents, Transfer Agents and Portuguese Paying Agent) after having obtained the prior written approval of the Trustee thereto (such approval not to be unreasonably withheld) or any change of any Paying Agent's, Registrar's, Transfer Agent's or Portuguese Paying Agent's specified office and (except as provided by the Agency Agreement or the Conditions) at least 14 days prior to such event taking effect; PROVIDED ALWAYS THAT so long as any of the Instruments remains liable to prescription in the case of the termination of the appointment of the Issue and Paying Agent or the Registrar no such termination shall take effect until a new Issue and Paying Agent or, as the case may be, Registrar or Portuguese Paying Agent has been appointed on terms previously approved in writing by the Trustee (such approval not to be unreasonably withheld);
- (n) obtain the prior written approval of the Trustee (such approval not to be unreasonably withheld) to, and promptly give to the Trustee two copies of, the form of every notice given to the holders of any Instruments issued by it in accordance with Condition 15 (such approval, unless so expressed, not to constitute approval of any such notice for the purposes of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**) of a communication within the meaning of Section 21 of the FSMA);
- (o) if payments of principal or interest in respect of the Instruments shall become subject generally to the taxing jurisdiction of any territory or any political sub-division or any authority therein or thereof having power to tax other than or in addition to The Netherlands (in the case of BV) or the Portuguese Republic (in the case of EDP) or any political sub-division or any authority therein or thereof having power to tax, immediately upon becoming aware thereof notify the Trustee of such event and (if the Trustee so requires) enter forthwith into a trust deed supplemental to this Trust Deed containing such consequential modifications (if any) to these presents as the Trustee may reasonably require;

- (p) comply with and perform all its obligations under the Agency Agreement and the Calculation Agency Agreement and use all reasonable endeavours to procure that the Issue and Paying Agent, the Registrar, the Calculation Agent, the other Paying Agents and the Transfer Agents comply with and perform all their respective obligations thereunder and any notice given by the Trustee pursuant to Clause 2.3(a) and not make any amendment or modification to either such Agreement without the prior written approval of the Trustee;
- (q) in order to enable the Trustee to ascertain the nominal amount of the Instruments of each Series for the time being outstanding for any of the purposes referred to in the proviso to the definition of **outstanding** in Clause 1, deliver to the Trustee as soon as practicable upon being so requested in writing by the Trustee a certificate in writing signed by two Directors of EDP or, as the case may be, two Managing Directors of BV setting out the total number and aggregate nominal amount of the Instruments of each Series issued which:
 - (i) up to and including the date of such certificate have been purchased by EDP, BV, any holding company of EDP or any other Subsidiary and cancelled; and
 - (ii) are at the date of such certificate held by, for the benefit of, or on behalf of, EDP, BV, any holding company of EDP or any other Subsidiary;
- (r) procure the Subsidiaries to comply with all applicable provisions of Conditions 7.10 and 7.11;
- (s) use all reasonable endeavours to procure that each of the Paying Agents makes available for inspection by Holders, Receiptholders and Couponholders at its specified office copies of these presents, the Agency Agreement and the then latest audited balance sheet and profit and loss account (consolidated if applicable) of the relevant Issuer;
- (t) if, in accordance with the provisions of the Conditions, interest in respect of the Instruments becomes payable at the specified office of any Paying Agent in the United States of America promptly give notice thereof to the relative Holders in accordance with Condition 15;
- (u) give prior notice to the Trustee of any proposed redemption pursuant to Condition 7.2 or 7.3 and, if it shall have given notice to the Holders of its intention to redeem any Instruments pursuant to Condition 7.3, duly proceed to make drawings (if appropriate) and to redeem Instruments accordingly;
- (v) promptly provide the Trustee with copies of all supplements and/or amendments to and/or restatements of, the Dealership Agreement;
- (w) give to the Trustee at the same time as sending to it the certificates referred to in paragraph (g) above, a certificate by the Auditors listing those Subsidiaries which as at the relevant certification date (as defined in paragraph (g) above) of the relevant certificate given under paragraph (g) above or, as the case may be, as at the last day of the most recently ended financial period of the relevant Issuer were Material Subsidiaries for the purposes of these presents;
- (x) use all reasonable endeavours to procure that Euroclear and/or Clearstream, Luxembourg (as the case may be) issue(s) any record, certificate or other document requested by the Trustee under Clause 16(bb) or otherwise as soon as practicable after such request; and
- (y) procure that no amendment shall be made to, and no waiver shall be given of any breach of, any of the provisions of the Keep Well Agreement in circumstances where such amendment or waiver would have, in the opinion of the Trustee, an adverse effect on the interests of the

Holders and that the Keep Well Agreement shall not be terminated and that the Keep Well Agreement is enforced in a timely manner except where non-enforcement or termination would not have, in the opinion of the Trustee, an adverse effect on the interests of the Holders.

14. REMUNERATION AND INDEMNIFICATION OF TRUSTEE

14.1 The relevant Issuer shall pay to the Trustee remuneration for its services as trustee of these presents such amount as shall be agreed from time to time in writing between the relevant Issuer and the Trustee. Such remuneration shall accrue from day to day and be payable (in priority to payments to Holders, Receiptholders and Couponholders) up to and including the date when, all the Instruments having become due for redemption, the redemption moneys and interest thereon to the date of redemption have been paid to the Issue and Paying Agent, or as the case may be, the Registrar or the Trustee PROVIDED THAT if upon due presentation of any Instrument, Receipt or Coupon or any cheque payment of the moneys due in respect thereof is improperly withheld or refused, remuneration will commence again to accrue until payment to such Holder, Receiptholder or Couponholder is duly made.

14.2 In the event of the occurrence of an Event of Default, a Potential Event of Default or any Put Event or the Trustee considering it expedient or necessary or being requested by the relevant Issuer to undertake duties which the Trustee and the relevant Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under these presents the relevant Issuer shall pay to the Trustee such additional remuneration as shall be agreed between them.

14.3 The relevant Issuer shall in addition pay to the Trustee an amount equal to the amount of any value added tax (against production of a valid invoice for value added tax purposes) or similar tax chargeable in respect of its remuneration under these presents.

14.4 In the event of the Trustee and the relevant Issuer failing to agree:

- (a) (in a case to which subclause 14.1 above applies) upon the amount of the remuneration; or
- (b) (in a case to which subclause 14.2 above applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under these presents, or upon such additional remuneration,

such matters shall be determined by a merchant or investment bank (acting as an expert and not as an arbitrator) selected by the Trustee and approved by the relevant Issuer or, failing such approval, nominated (on the application of the Trustee) by the President for the time being of The Law Society of England and Wales (the expenses involved in such nomination and the fees of such merchant or investment bank being payable by the relevant Issuer) and the determination of any such merchant or investment bank shall be final and binding upon the Trustee and the relevant Issuer.

14.5 The relevant Issuer shall also pay or discharge all Liabilities properly incurred by the Trustee in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, these presents, including but not limited to travelling expenses.

14.6 All amounts payable pursuant to subclause 14.5 above and/or Clause 16(j) shall be payable by the relevant Issuer on the date specified in a demand by the Trustee and in the case of payments actually made by the Trustee prior to such demand shall (if not paid within three London Business Days after such demand and the Trustee so requires) carry interest at the rate of 2 per cent. per annum above the Base Rate from time to time of Lloyds TSB Bank plc from the date specified in such demand, and in all other cases shall (if not paid on the date specified in such demand or, if later, within three London

Business Days after such demand and, in either case, the Trustee so requires) carry interest at such rate from the date of such demand. All remuneration payable to the Trustee shall carry interest at such rate from the due date therefor.

- 14.7 The relevant Issuer hereby further undertakes to the Trustee that all moneys payable by the relevant Issuer to the Trustee under this Clause shall be made without set-off, counter claim, deduction or withholding unless compelled by law in which event the relevant Issuer will pay such additional amounts as will result in the payment to the Trustee of the amounts which would otherwise have been payable by the relevant Issuer to the Trustee under this Clause.
- 14.8 Unless otherwise specifically stated in any discharge of these presents the provisions of this Clause and Clause 16(j) shall continue in full force and effect notwithstanding such discharge.
- 14.9 The Trustee shall be entitled in its absolute discretion to determine in respect of which Series of Instruments any Liabilities incurred under these presents have been incurred or to allocate any such Liabilities between the Instruments of any Series.

15. **SUBSTITUTION**

The Trustee may, without the previous consent or sanction of the Holders, the Receiptholders or the Couponholders, agree with the relevant Issuer to the substitution in place of the relevant Issuer (or of any previous substitute under this Clause 15) as the principal debtor hereunder and under the Instruments, Receipts and Coupons of any subsidiary of the relevant Issuer (the **Substituted Entity**) provided that:

- (a) a trust deed shall be executed or some other form of undertaking given by the Substituted Entity to the Trustee, in form and manner satisfactory to the Trustee, agreeing to be bound by the terms of these presents, the Instruments, Receipts and the Coupons, with any consequential amendments which the Trustee may deem appropriate, as fully as if the Substituted Entity had been named in these presents and on the Instruments, Receipts and Coupons as the principal debtor in place of the relevant Issuer;
- (b) the Trustee is satisfied that (i) the Substituted Entity has obtained all necessary governmental and regulatory approvals and consents necessary for its assumption of the obligations and liability as principal debtor under these presents and in respect of the Instruments, Receipts and Coupons in place of the relevant Issuer, and (ii) such approvals and consents are at the time of substitution in full force and effect;
- (c) an unconditional and irrevocable guarantee of the relevant Issuer in form and substance satisfactory to the Trustee, of the payment of all moneys payable by the Substituted Entity under these presents, the Instruments, Receipts and the Coupons shall have been given or a keep well agreement by EDP on the same basis as that on which they had such benefit immediately prior to the substitution or the substitute issuer is EDP;
- (d) the relevant Issuer and the Substituted Entity shall comply with such other requirements as the Trustee may direct in the interests of the Holders, the Receiptholders and the Couponholders;
- (e) (without prejudice to the generality of the above paragraphs (a), (b) (c) and (d) of this Clause 15) where the Substituted Entity is incorporated, domiciled or resident in or is otherwise subject generally to the taxing jurisdiction of any territory or any political sub-division thereof or any authority of or in such territory having power to tax, other than or in addition to The Netherlands (in the case of BV) or the Portuguese Republic (in the case of EDP), undertakings or covenants are given in terms corresponding to the provisions of Condition 8

containing, in substitution for or, as the case may require, in addition to the references to The Netherlands (in the case of BV) or the Portuguese Republic (in the case of EDP), references to the territory or territories in which the Substituted Entity is incorporated, domiciled or resident or to the taxing jurisdiction of which, or of any authority of or in which, the Substituted Entity is otherwise subject generally and in the event of any such covenant being given the provisions of these presents shall be read and construed accordingly and Condition 7.2 shall be modified accordingly;

- (f) if any two of the directors of the Substituted Entity shall certify to the Trustee (upon which certificate the Trustee may rely absolutely) that it is solvent at the time at which the said substitution is proposed to be effected, the Trustee shall not be bound to have regard to its financial condition, profits or prospects or to compare the same with those of the relevant Issuer (or any previous substitute); and
- (g) without prejudice to the rights of reliance of the Trustee under paragraph (d), the Trustee is satisfied that the said substitution is not materially prejudicial to the interests of the Instrument holders.

16. SUPPLEMENT TO TRUSTEE ACTS

Where there are any inconsistencies between the Trustee Acts and the provisions of these presents, the provisions of these presents shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of these presents shall constitute a restriction or exclusion for the purposes of that Act. The Trustee shall have all the powers conferred upon trustees by the Trustee Acts and by way of supplement thereto it is expressly declared as follows:

- (a) The Trustee may in relation to these presents act on the advice or opinion of or any information obtained from any lawyer, valuer, accountant, surveyor, banker, broker, auctioneer or other expert whether obtained by either of the Issuers, the Trustee or otherwise and shall not be responsible for any Liability occasioned by so acting. The Trustee may rely without liability to Holders, Receiptholders or Couponholders on any certificate or report prepared by the Auditors pursuant to these presents whether or not addressed to the Trustee.
- (b) Any such advice, opinion or information may be sent or obtained by letter, facsimile transmission or electronic mail and the Trustee shall not be liable for acting in good faith on any advice, opinion or information purporting to be conveyed by any such letter, facsimile transmission or electronic mail although the same shall contain some error or shall not be authentic.
- (c) The Trustee may call for and shall be at liberty to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate signed by two Directors of EDP and/or two Managing Directors of BV and the Trustee shall not be bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by it or any other person acting on such certificate.
- (d) The Trustee shall be at liberty to hold these presents and any other documents relating thereto or to deposit them in any part of the world with any banker or banking company or company whose business includes undertaking the safe custody of documents or lawyer or firm of lawyers considered by the Trustee to be of good repute and the Trustee shall not be responsible for or required to insure against any Liability incurred in connection with any such holding or deposit and may pay all sums required to be paid on account of or in respect of any such deposit.

- (e) The Trustee shall not be responsible for the receipt or application of the proceeds of the issue of any of the Instruments by the Issuers, the exchange of any Global Instrument for another Global Instrument or Definitive Instruments or the delivery of any Global Instrument or Definitive Instruments to the person(s) entitled to it or them.
- (f) The Trustee shall not be bound to give notice to any person of the execution of any documents comprised or referred to in these presents or to take any steps to ascertain whether any Event of Default, any Potential Event of Default or any Put Event has occurred and, until it shall have actual knowledge or express notice pursuant to these presents to the contrary, the Trustee shall be entitled to assume that no Event of Default, Potential Event of Default or Put Event has occurred and that each of the Issuers is observing and performing all its obligations under these presents.
- (g) Save as expressly otherwise provided in these presents, the Trustee shall have absolute and uncontrolled discretion as to the exercise or non-exercise of its trusts, powers, authorities and discretions under these presents (the exercise or non-exercise of which as between the Trustee and the Holders, the Receiptholders and the Couponholders shall be conclusive and binding on the Holders, the Receiptholders and the Couponholders) and shall not be responsible for any Liability which may result from their exercise or non-exercise.
- (h) The Trustee shall not be liable to any person by reason of having acted upon any Extraordinary Resolution in writing or any Extraordinary Resolution or other resolution purporting to have been passed at any meeting of the holders of Instruments of all or any Series in respect whereof minutes have been made and signed even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or the passing of the resolution, (in the case of an Extraordinary Resolution in writing) that not all such holders had signed the Extraordinary Resolution or that for any reason the resolution was not valid or binding upon such holders and the relative Receiptholders and Couponholders.
- (i) The Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any Instrument, Receipt or Coupon purporting to be such and subsequently found to be forged or not authentic.
- (j) Without prejudice to the right of indemnity by law given to trustees, each of the Issuers shall indemnify the Trustee and every Appointee and keep it or him indemnified against all Liabilities to which it or he may be or become subject or which may be incurred by it or him in the execution or purported execution of any of its or his trusts, powers, authorities and discretions under these presents or its or his functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to these presents or any such appointment.
- (k) Any consent or approval given by the Trustee for the purposes of these presents may be given on such terms and subject to such conditions (if any) as the Trustee thinks fit and notwithstanding anything to the contrary in these presents may be given retrospectively.
- (l) The Trustee shall not (unless and to the extent ordered so to do by a court of competent jurisdiction) be required to disclose to any Holder, Receiptholder or Couponholder any information (including, without limitation, information of a confidential, financial or price sensitive nature) made available to the Trustee by either of the Issuers or any other person in connection with these presents and no Holder, Receiptholder or Couponholder shall be entitled to take any action to obtain from the Trustee any such information.

- (m) Where it is necessary or desirable for any purpose in connection with these presents to convert any sum from one currency to another it shall (unless otherwise provided by these presents or required by law) be converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be agreed by the Trustee in consultation with the relevant Issuer and any rate, method and date so agreed shall be binding on the Issuers, the Holders, the Receiptholders and the Couponholders.
- (n) The Trustee may certify whether or not any of the conditions, events and acts set out in Condition 10 which are subject to a requirement of certification of material prejudice (each of which conditions, events and acts shall, unless in any case the Trustee in its absolute discretion shall otherwise determine, for all the purposes of these presents be deemed to include the circumstances resulting therein and the consequences resulting therefrom) is in its opinion materially prejudicial to the interests of the Holders and any such certificate shall be conclusive and binding upon the relevant Issuer, the Holders, the Receiptholders and the Couponholders.
- (o) The Trustee as between itself and the Holders, the Receiptholders and the Couponholders may determine all questions and doubts arising in relation to any of the provisions of these presents. Every such determination, whether or not relating in whole or in part to the acts or proceedings of the Trustee, shall be conclusive and shall bind the Trustee and the Holders, the Receiptholders and the Couponholders.
- (p) In connection with the exercise by it of any of its trusts, powers, authorities or discretions under these presents (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Holders as a class but shall not have regard to any interests arising from circumstances particular to individual Holders, Receiptholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Holders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Holder, Receiptholder or Couponholder be entitled to claim, from the Issuers, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Holders, the Receiptholders or Couponholders except to the extent already provided for in Condition 8 and/or any undertaking given in addition thereto or in substitution therefor under these presents.
- (q) Any trustee of these presents being a lawyer, accountant, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual and proper professional and other charges for business transacted and acts done by him or his firm in connection with the trusts of these presents and also his reasonable charges in addition to disbursements for all other work and business done and all time spent by him or his firm in connection with matters arising in connection with these presents.
- (r) The Trustee may, whenever it thinks fit, delegate by power of attorney or otherwise to any person or persons or fluctuating body of persons (whether being a joint trustee of these presents or not) all or any of its trusts, powers, authorities and discretions under these presents. Such delegation may be made upon such terms (including power to sub-delegate) and subject to such conditions and regulations as the Trustee may in the interests of the Holders think fit. Provided that the Trustee shall have exercised reasonable care in the selection of such delegate, the Trustee shall not be under any obligation to supervise the proceedings or acts of any such delegate or sub-delegate or be in any way responsible for

any Liability incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate. The Trustee shall within a reasonable time after any such delegation or any renewal, extension or termination thereof give notice thereof to the relevant Issuer.

- (s) The Trustee may in the conduct of the trusts of these presents instead of acting personally employ and pay an agent (whether being a lawyer or other professional person) to transact or conduct, or concur in transacting or conducting, any business and to do, or concur in doing, all acts required to be done in connection with these presents (including the receipt and payment of money). Provided that the Trustee shall have exercised reasonable care in the selection of such agent, the Trustee shall not be in any way responsible for any Liability incurred by reason of any misconduct or default on the part of any such agent or be bound to supervise the proceedings or acts of any such agent.
- (t) The Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of these presents or any other document relating or expressed to be supplemental thereto and shall not be liable for any failure to obtain any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of these presents or any other document relating or expressed to be supplemental thereto.
- (u) The Trustee may call for any certificate or other document to be issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of Instruments represented by a Global Instrument or (in the case of Book Entry Instruments) an affiliate Member of Interbolsa standing to the account of any person. Any such certificate or other document shall be conclusive and binding for all purposes. The Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic.
- (v) The Trustee shall not be responsible to any person for failing to request, require or receive any legal opinion relating to the Instruments of any Series or for checking or commenting upon the content of any such legal opinion.
- (w) The Trustee shall not be concerned, and need not enquire, as to whether or not any Instruments are issued in breach of the Authorised Amount.
- (x) No provision of these presents shall require the Trustee to do anything which may (i) be illegal or contrary to applicable law or regulation; or (ii) cause it to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.
- (y) Until it shall have actual knowledge or express notice pursuant to these presents to the contrary, the Trustee shall be entitled to assume that none of EDP, BV, any holding company of EDP and any other Subsidiary beneficially owns any of the Instruments.
- (z) Subject to the requirements of applicable law and of the relevant Stock Exchange, any corporation into which the Trustee shall be merged or with which it shall be consolidated or any company resulting from any such merger or consolidation, shall be a party hereto and shall be the Trustee under these presents without executing or filing any paper or document or any further act on the part of the parties hereto.

- (aa) Any certificate or report of the Auditors or any other person called for by or provided to the Trustee (whether or not addressed to the Trustee) in accordance with or for the purposes of these presents may be relied upon by the Trustee as sufficient evidence of the facts stated therein whether or not such certificate or report and/or any engagement letter or other document entered into by the Trustee in connection therewith contains a monetary or other limit on the liability of the Auditors or such other person in respect thereof.
- (bb) The Trustee may call for and shall rely on any records, certificate or other document of or to be issued by Euroclear or Clearstream, Luxembourg in relation to any determination of the principal amount of Instruments represented by a NGN. Any such records, certificate or other document shall be conclusive and binding for all purposes. The Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any such records, certificate or other document to such effect purporting to be issued by Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic.

17. TRUSTEE'S LIABILITY

Nothing in these presents shall in any case in which the Trustee has failed to show the degree of care and diligence required of it as trustee having regard to the provisions of these presents conferring on it any trusts, powers, authorities or discretions exempt the Trustee from or indemnify it against any liability for negligence, default, breach of duty or breach of trust.

18. TRUSTEE CONTRACTING WITH THE ISSUERS

Neither the Trustee nor any director or officer or holding company, subsidiary or associated company of a corporation acting as a trustee under these presents shall by reason of its or his fiduciary position be in any way precluded from:

- (a) entering into or being interested in any contract or financial or other transaction or arrangement with either of the Issuers or any person or body corporate associated with either of the Issuers (including without limitation any contract, transaction or arrangement of a banking or insurance nature or any contract, transaction or arrangement in relation to the making of loans or the provision of financial facilities or financial advice to, or the purchase, placing or underwriting of or the subscribing or procuring subscriptions for or otherwise acquiring, holding or dealing with, or acting as paying agent in respect of, the Instruments or any other instruments or any notes, bonds, stocks, shares, debenture stock, debentures or other securities of, either of the Issuers or any person or body corporate associated as aforesaid); or
- (b) accepting or holding the trusteeship of any other trust deed constituting or securing any other securities issued by or relating to either of the Issuers or any such person or body corporate so associated or any other office of profit under either of the Issuers or any such person or body corporate so associated,

and shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such contract, transaction or arrangement as is referred to in (a) above or, as the case may be, any such trusteeship or office of profit as is referred to in (b) above without regard to the interests of the Holders and notwithstanding that the same may be contrary or prejudicial to the interests of the Holders and shall not be responsible for any Liability occasioned to the Holders thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

Where any holding company, subsidiary or associated company of the Trustee or any director or officer of the Trustee acting other than in his capacity as such a director or officer has any information, the Trustee shall not thereby be deemed also to have knowledge of such information and, unless it shall have actual knowledge of such information, shall not be responsible for any loss suffered by Holders resulting from the Trustee's failing to take such information into account in acting or refraining from acting under or in relation to these presents.

19. WAIVER, AUTHORISATION AND DETERMINATION AND MODIFICATION

19.1 Waiver, Authorisation and Determination

The Trustee may without the consent or sanction of the Holders, the Receiptholders or the Couponholders and without prejudice to its rights in respect of any subsequent breach, Event of Default or Potential Event of Default from time to time and at any time but only if and in so far as in its opinion the interests of the Holders shall not be materially prejudiced thereby waive or authorise any breach or proposed breach by the relevant Issuer of any of the covenants or provisions contained in these presents or (in the case of Book Entry Instruments) the Interbolsa Instrument or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of these presents PROVIDED ALWAYS THAT the Trustee shall not exercise any powers conferred on it by this Clause in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 10 but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Holders, the Receiptholders and the Couponholders and, if, but only if, the Trustee shall so require, shall be notified by the relevant Issuer to the Holders in accordance with Condition 15 as soon as practicable thereafter.

19.2 Modification

The Trustee may without the consent or sanction of the Holders, the Receiptholders or the Couponholders at any time and from time to time concur with the relevant Issuer in making any modification (i) to these presents or the Interbolsa Instrument which in the opinion of the Trustee it may be proper to make PROVIDED THAT the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Holders or (ii) to these presents or the Interbolsa Instrument if in the opinion of the Trustee such modification is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of law. Any such modification may be made on such terms and subject to such conditions (if any) as the Trustee may determine. In addition, the Trustee shall be obliged in certain circumstances to concur with the Issuers in using its reasonable endeavours to effect any Benchmark Amendments on the basis set out in Condition 5.4 without the consent or approval of the Holders of the relevant Instruments or Coupons subject to the provisions therein. Any such modification shall be binding upon the Holders, the Receiptholders and the Couponholders and, unless the Trustee agrees otherwise, shall be notified by the relevant Issuer to the Holders in accordance with Condition 15 as soon as practicable thereafter.

19.3 Breach

Any breach of or failure to comply with any such terms and conditions as are referred to in subclauses 19.1 and 19.2 of this Clause shall constitute a default by the relevant Issuer in the performance or observance of a covenant or provision binding on it under or pursuant to these presents.

20. HOLDERS OF DEFINITIVE BEARER INSTRUMENTS, RECEIPHOLDERS AND COUPONHOLDERS

20.1 Holder of Definitive Bearer Instrument assumed to be Receiptholders and Couponholders

Wherever in these presents the Trustee is required or entitled to exercise a power, trust, authority or discretion under these presents, except as ordered by a court of competent jurisdiction or as required by applicable law, the Trustee shall, notwithstanding that it may have express notice to the contrary, assume that each Holder is the holder of all Receipts and Coupons appertaining to each Definitive Bearer Instrument of which he is the holder.

20.2 No Notice To Receiptholders Or Couponholders

Neither the Trustee nor the relevant Issuer shall be required to give any notice to the Receiptholders or Couponholders for any purpose under these presents and the Receiptholders or Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders in accordance with Condition 15.

21. CURRENCY INDEMNITY

21.1 If a judgment or order is rendered by a court of any particular jurisdiction for the payment of any amounts owing to the Trustee or the Holders, Receiptholders or Couponholders under these presents or under a judgment or order of a court of any other jurisdiction in respect thereof or for the payment of damages in respect of either thereof and any such judgment or order is expressed in a currency (the **Judgment Currency**) other than the relevant currency, each of the Issuers shall indemnify and hold the Trustee and the Holders, Receiptholders and Couponholders (other than the holders of Book Entry Instruments) harmless against any deficiency arising out of or resulting from any variation in rates of exchange between the Judgment Currency and the relevant currency occurring between (i) the date on which any amount expressed in the relevant currency is converted, for the purposes of making or filing any claim resulting in any such judgment or order, into an equivalent amount in the Judgment Currency, and (ii) the date or dates of payment of such amount (or part thereof) or of discharge of such first-mentioned judgment or order (or part thereof), as appropriate.

21.2 In the event of the liquidation of either of the Issuers at any time while any amount or any damages remain owing to the Trustee or the Holders, Receiptholders or Couponholders under these presents or any judgment or order rendered in respect thereof remains outstanding each of the Issuers shall indemnify and hold the Trustee and the Holders, the Receiptholders and the Couponholders harmless against any deficiency arising or resulting from any variation in rates of exchange between (i) the date as of which the equivalent in any currency (other than the relevant currency) of the amount in the relevant currency due or contingently due under these presents (other than this subclause 21.2)) or under any judgment or order into which the relevant obligations under these presents shall have been merged is calculated for the purposes of such liquidation and (ii) the final date or dates for the filing of proofs of claim in such liquidation. For the purposes of this subclause 21.2, the final date or dates for the filing of proofs in a liquidation of the relevant Issuer shall be the date fixed by the liquidator or otherwise applicable under the relevant provisions of the law of the applicable jurisdiction as being the latest practicable date as at which liabilities of the relevant Issuer may be ascertained for such liquidation prior to payment by the liquidator in respect thereof.

21.3 The above indemnities shall constitute separate and independent obligations of the Issuers from their other obligations under these presents, shall give rise to separate and independent causes of action, shall apply irrespective of any indulgence granted by the Trustee or the Holders, the Receiptholders or the Couponholders (other than the holders of Book Entry Instruments) from time to time and shall continue in full force and effect notwithstanding any judgment or order or the filing of any proof or proofs in the liquidation of the relevant Issuer for a liquidated sum or sums in respect of amounts due

hereunder (other than under subclause 21.2 hereof) or under any such judgment or order. Any such deficiency as aforesaid shall be deemed to constitute a loss suffered by the Trustee and the Holders, Receiptholders and Couponholders (other than the holders of Book Entry Instruments) and no proof or evidence of any actual loss shall be required by the relevant Issuer or its liquidator. In the case of subclause 21.2 hereof, the amount of such deficiency shall not be deemed to be reduced by any variation in rates of exchange occurring between the said final date or dates and the date of any liquidation distribution.

22. NEW AND ADDITIONAL TRUSTEES

22.1 New Trustees

The power to appoint a new trustee of these presents shall be vested in the Issuers but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution. One or more persons may hold office as trustee or trustees of these presents but such trustee or trustees shall be or include a Trust Corporation. Whenever there shall be more than two trustees of these presents the majority of such trustees shall be competent to execute and exercise all the duties, powers, trusts, authorities and discretions vested in the Trustee by these presents provided that a Trust Corporation shall be included in such majority. Any appointment of a new trustee of these presents shall as soon as practicable thereafter be notified by the relevant Issuer to the Issue and Paying Agent and, in accordance with Condition 15, to the Holders.

22.2 Separate And Co-Trustees

Notwithstanding the provisions of subclause 22.1 above, the Trustee may, upon giving prior notice to the relevant Issuer and subject to consultation with the relevant Issuer where the Trustee considers such consultation to be practicable and not materially prejudicial to the interests of the Holders, but without the consent of the relevant Issuer, the Holders, Receiptholders or Couponholders, appoint any person established or resident in any jurisdiction (whether a Trust Corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Trustee:

- (a) if the Trustee considers such appointment to be in the interests of the Holders;
- (b) for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts is or are to be performed; or
- (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of these presents against the relevant Issuer.

The relevant Issuer irrevocably appoints the Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of these presents) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Trustee by these presents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment. The Trustee shall have power in like manner to remove any such person. Such reasonable remuneration as the Trustee may pay to any such person, together with any attributable Liabilities incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of these presents be treated as Liabilities incurred by the Trustee.

23. TRUSTEE'S RETIREMENT AND REMOVAL

A trustee of these presents may retire at any time on giving not less than three months' prior written notice to the Issuers without giving any reason and without being responsible for any Liabilities incurred by reason of such retirement. The Holders may by Extraordinary Resolution remove any

trustee or trustees for the time being of these presents. The Issuers undertake that, in the event of the only trustee of these presents which is a Trust Corporation giving notice under this Clause or being removed by Extraordinary Resolution, they will use all reasonable endeavours to procure that a new trustee of these presents being a Trust Corporation is appointed as soon as reasonably practicable thereafter. The retirement or removal of any such trustee shall not become effective until a successor trustee being a Trust Corporation is appointed and, if in such circumstances, no such appointment has become effective within four months of the date of such notice or Extraordinary Resolution, the Trustee shall be entitled to appoint a Trust Corporation as trustee of these presents, but no such appointment shall take effect unless previously approved by an Extraordinary Resolution.

24. TRUSTEE'S POWERS TO BE ADDITIONAL

The powers conferred upon the Trustee by these presents shall be in addition to any powers which may from time to time be vested in the Trustee by the general law or as a holder of any of the Instruments, Receipts or Coupons.

25. NOTICES

Any notice or demand to the Issuers or the Trustee to be given, made or served for any purposes under these presents shall be given, made or served by sending the same by pre-paid post (first class if inland, first class airmail if overseas), email or facsimile transmission or by delivering it by hand as follows:

to EDP: Av. 24 de Julho, 12 – Torre Poente - 4º, 1249-300
Lisboa, Portugal

(Attention: Paula Guerra)
Facsimile No.: +351 210 012 637
Email: paula.guerra@edp.com

to BV: Luna Arena, Herikerbergweg 130
1101 CM Amsterdam, The Netherlands

(Attention: Luís Leite)
Facsimile No.: +31 20 406 4555
Email: luis.leite@tmf-group.com

to the Trustee: Winchester House
1 Great Winchester Street
London EC2N 2DB

(Attention: Debt and Agency Services)
Facsimile No.: +44 20 7547 6149
Email: tss-gds.eur@db.com

or to such other address, email address or facsimile number as shall have been notified (in accordance with this Clause) to the other parties hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served three days in the case of inland post or seven days in the case of overseas post after despatch, any notice or demand sent by email as aforesaid shall be deemed to have been given, made or served when sent, subject to no delivery failure notification being received by the sender within 24 hours of sending and any notice or demand sent by facsimile transmission as aforesaid shall be deemed to have been given, made or served 24 hours after the time of despatch provided that in the case of a notice or demand given by facsimile transmission such notice or demand shall forthwith be confirmed by post. . However, if a

communication is received after 5 pm on any business day (in the place of the recipient) or on a day which is not a business day in the place of receipt it shall be deemed to be received and become effective at the opening of business on the next business day in the place of receipt. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice or demand given by facsimile transmission.

26. GOVERNING LAW

These presents 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 save that, with respect to Book Entry Instruments only, the form (representação formal) and transfer of the Instruments, creation of security over the Instruments and the Interbolsa procedures for the exercise of rights under the Book Entry Instruments are governed by, and shall be construed in accordance with, Portuguese law.

27. SUBMISSION TO JURISDICTION

27.1 Each of the Issuers irrevocably agrees for the benefit of the Trustee, the Holders and the Couponholders that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these presents (including a dispute relating to any non-contractual obligation arising out of or in connection with these presents) and accordingly submit to the exclusive jurisdiction of the English courts. Each of the Issuers waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Trustee, the Holders and the Couponholders may take any suit, action or proceeding arising out of or in connection with these presents (including a dispute relating to any non-contractual obligation arising out of or in connection with these presents) (together referred to as **Proceedings**) against each of the Issuers in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

27.2 Each of the Issuers irrevocably and unconditionally appoints Law Debenture Corporate Services Limited at its registered office for the time being at Fifth Floor, 100 Wood Street, London EC2V 7EX and in the event of its ceasing so to act will appoint such other person as the Trustee may approve and as each Issuer may nominate in writing to the Trustee for the purpose to accept service of process on its behalf in England in respect of any Proceedings. Each of the Issuers:

- (a) agrees to procure that, so long as any of the Instruments remains liable to prescription, there shall be in force an appointment of such a person approved by the Trustee with an office in London with authority to accept service as aforesaid;
- (b) agrees that failure by any such person to give notice of such service of process to the Issuers shall not impair the validity of such service or of any judgment based thereon;
- (c) consents to the service of process in respect of any Proceedings by the airmailing of copies, postage prepaid, to the Issuers in accordance with Clause 25; and
- (d) agrees that nothing in these presents shall affect the right to serve process in any other manner permitted by law.

28. COUNTERPARTS

This Trust Deed and any trust deed supplemental hereto may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Trust Deed or any trust deed supplemental hereto may enter into the same by executing and delivering a counterpart.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Trust Deed or any trust deed supplemental hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Trust Deed or any trust deed supplemental hereto, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

IN WITNESS whereof this Trust Deed has been executed as a deed by the Issuers and the Trustee and delivered on the date first stated on page 1.

SCHEDULE 1

TERMS AND CONDITIONS OF THE INSTRUMENTS

This Instrument is one of a Series (as defined below) of Instruments issued by an Issuer (the "**Issuer**") which will be, as specified in the Final Terms (as defined below), either EDP – Energias de Portugal, S.A. ("**EDP**") or EDP Finance B.V. ("**EDP B.V.**") and (except in the case of Instruments issued by EDP in book-entry form ("**Book Entry Instruments**")) constituted by an amended and restated Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") dated on or around 6 September 2019 made between EDP, EDP B.V. and Deutsche Trustee Company Limited (the "**Trustee**", which expression shall include any successor as Trustee). Book Entry Instruments are integrated in the Interbolsa book-entry system and governed by these conditions, certain provisions of the Trust Deed as provided therein and a deed poll given by EDP in favour of the holders of Book Entry Instruments dated on or around 6 September 2019 (the "**Interbolsa Instrument**").

References herein to the "**Instruments**" shall be references to the Instruments of this Series. As used herein, "**Tranche**" means Instruments which are identical in all respects (including as to listing) and "**Series**" means a Tranche of Instruments together with any further Tranche or Tranches of Instruments which are (1) expressed to be consolidated and form a single series and (2) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The Instruments, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an Amended and Restated Issue and Paying Agency Agreement (such Amended and Restated Issue and Paying Agency Agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") dated 6 September 2019 and made between EDP, EDP B.V., Deutsche Bank AG, London Branch as issue and principal paying agent and agent bank (the "**Issue and Paying Agent**", which expression shall include any successor agent), Deutsche Bank Luxembourg S.A. as registrar in respect of Instruments in registered form and as paying agent (the "**Registrar**" which expression shall include any successor registrar and together with the Issue and Paying Agent, unless the context otherwise requires, the "**Paying Agents**", which expression shall include any additional or successor paying agents) and the Trustee. In the case of Book Entry Instruments, Deutsche Bank Aktiengesellschaft – Sucursal em Portugal will be the paying agent in Portugal (the "**Portuguese Paying Agent**").

References to the "**Final Terms**" are, unless otherwise stated, to the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Instrument.

In respect of Instruments issued by EDP B.V., EDP B.V. has the benefit of a Keep Well Agreement (the "**Keep Well Agreement**") also dated 14 March 2001 between EDP and EDP B.V.

Subject as provided in the Interbolsa Instrument the Trustee acts for the benefit of the Holders (as defined below) for the time being of the Instrument, of the Receipts (as defined below) of the Coupons (as defined below) (which expression shall, unless the context otherwise requires, include the holders of the Talons (as defined below)), and in the case of Book Entry Instruments, the persons shown in the individual securities accounts held with an Affiliate Member of Interbolsa (defined below) (the "**Book Entry Instrumentholders**", and, together with the holders of Instruments other than Book Entry Instruments, the "**Holders**", which expression shall, in relation to any Instruments represented by a Global Instrument, be construed as provided below) all in accordance with the provisions of the Trust Deed. "**Affiliate Member of Interbolsa**" means any authorised financial intermediary entitled to hold control accounts with Interbolsa on behalf of their customers and includes any depositary banks appointed by Euroclear Bank SA/NV ("**Euroclear Bank**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") for the purpose of holding such accounts with Interbolsa on behalf of Euroclear Bank and Clearstream, Luxembourg.

Copies of the Trust Deed, the Agency Agreement, the Interbolsa Instrument and the Keep Well Agreement are available for inspection during normal business hours at the registered office for the time being of the Trustee (being at 6 September 2019 at Winchester House, 1 Great Winchester Street, London EC2N 2DB) and at the specified office of each of the Paying Agents. If the Instruments are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") the Final Terms will be published on the websites of Euronext Dublin (www.ise.ie) and the Central Bank of Ireland (www.centralbank.ie). The Holders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement, the Keep Well Agreement and the 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 Trust Deed or, in the case of Book Entry Instruments, the Interbolsa Instrument and those provisions of the Trust Deed applicable to them.

Words and expressions defined in the Trust Deed, the Interbolsa Instrument or the Agency Agreement or used in the 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 Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the Final Terms, the Final Terms will prevail.

1. **Form and Denomination**

Instruments other than Book Entry Instruments

- 1.1 **Form:** Instruments are issued in bearer form ("**Bearer Instruments**") or in registered form ("**Registered Instruments**"), as specified in the Final Terms and are serially numbered. Registered Instruments are not exchangeable for Bearer Instruments.
- 1.2 **Coupons and Talons:** Interest-bearing Bearer Instruments have attached thereto, at the time of their initial delivery, coupons ("**Coupons**"), presentation of which will be a prerequisite to the payment of interest save in certain circumstances specified herein. In addition, if so specified in the Final Terms, such Instruments have attached thereto, at the time of their initial delivery, a talon ("**Talon**") for further coupons and the expression "**Coupons**" shall, where the context so requires, include Talons.
- 1.3 **Interest Basis:** This Instrument may be a Fixed Rate Instrument, a Floating Rate Instrument or a Zero Coupon Instrument, or a combination of any of the foregoing, depending upon the Interest Basis shown in the Final Terms.
- 1.4 **Redemption/Payment Basis:** This Instrument may be an Instalment Instrument, depending on the Redemption/Payment Basis shown in the Final Terms.
- 1.5 **Instalment Instruments:** Bearer Instruments, the principal amount of which is repayable by instalments ("**Instalment Instruments**") have attached thereto, at the time of their initial delivery, payment receipts ("**Receipts**") in respect of the instalments of principal.
- 1.6 **Denomination of Bearer Instruments:** Bearer Instruments are in the Specified Denomination or Denominations (each of which denominations is integrally divisible by each smaller denomination) specified in the Final Terms. Bearer Instruments of one denomination may not be exchanged for Bearer Instruments of any other denomination.
- 1.7 **Specified Denomination of Registered Instruments:** Registered Instruments are in the minimum Specified Denomination specified in the Final Terms or integral multiples thereof.
- 1.8 **Currency of Instruments:** The Instruments are denominated in such Specified Currency as may be specified in the Final Terms. Any currency may be so specified, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Book Entry Instruments

- 1.9 **Form:** The Book Entry Instruments are issued in dematerialised book-entry form (*forma escritural*) and are *nominativas* (in which case Interbolsa, at the request of the Issuer, can ask the Affiliate Members of Interbolsa for information regarding the identity of the Holders and transmit such information to the Issuer).
- 1.10 **Registration:** The Book Entry Instruments will be registered by Interbolsa – Sociedade Gestora de Sistemas de Liquidação de Sistemas Centralizados de Valores Mobiliários, S.A. ("**Interbolsa**") as management entity of the Portuguese Centralised System of Registration of Securities (*Central de Valores Mobiliários*) ("**CVM**"). Each person shown in the individual securities accounts held with an Affiliate Member of Interbolsa as having an interest in the Instruments shall be considered the holder of the principal amount of Instruments recorded except as otherwise required by law. One or more certificates in relation to the Book Entry Instruments (each a "**Certificate**") will be delivered by the relevant Affiliate Member of Interbolsa in respect of its holding of Instruments upon the request by the relevant Instrument holder and in accordance with that Affiliate Member of Interbolsa's procedures and pursuant to article 78 of the Portuguese Securities Code (*Código dos Valores Mobiliários*).

- 1.11 *Interest Basis:* Each Book Entry Instrument may be a Fixed Rate Instrument, a Floating Rate Instrument, a Zero Coupon Instrument or a combination of any of the foregoing, depending upon the Interest Basis shown in the Final Terms.
- 1.12 *Redemption/Payment Basis:* Each Book Entry Instrument may be an Instalment Instrument, depending on the Redemption/Payment Basis shown in the Final Terms.
- 1.13 *Denomination of Book Entry Instruments:* Book Entry Instruments are in the Specified Denomination or Denominations specified in the Final Terms. Book Entry Instruments of one denomination may not be exchanged for Book Entry Instruments of any other denomination.
- 1.14 *Currency of Instruments:* The Book Entry Instruments will be denominated in Euro or in such other currency as can be settled through Interbolsa, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

In these Conditions, "**Book Entry Instrumentholder**" and "**holder**" for the purposes of Book Entry Instruments means the person in whose name a Book Entry Instrument is registered in the relevant individual securities accounts held with an Affiliate Member of Interbolsa.

2. **Title and Transfer**

- 2.1 *Title to Bearer Instruments:* Title to Bearer Instruments, Receipts and Coupons passes by delivery. References herein to the "**Holders**" of Bearer Instruments or of Receipts or Coupons are to the bearers of such Bearer Instruments or such Receipts or Coupons.
- 2.2 *Title to Registered Instruments:* Title to Registered Instruments passes by registration in the register which the Issuer shall procure to be kept by the Registrar. References herein to the "**Holders**" of Registered Instruments are to the persons in whose names such Registered Instruments are so registered in the relevant register.
- 2.3 *Holder as Owner:* The Holder of any Bearer Instrument, Coupon or Registered Instrument will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.
- 2.4 *Transfer of Registered Instruments:* A Registered Instrument may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only (**provided that** such part is, or is an integral multiple of, the minimum Specified Denomination) upon the surrender of the Registered Instrument to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or any other Paying Agent. A new Registered Instrument will be issued to the transferee and, in the case of a transfer of part only of a Registered Instrument, a new Registered Instrument in respect of the balance not transferred will be issued to the transferor.
- 2.5 *Exchange of Bearer Instruments:* If so specified in the Final Terms, the Holder of Bearer Instruments may exchange the same for the same aggregate nominal amount of Registered Instruments upon the terms and subject to the conditions set forth in the Agency Agreement. In order to exchange a Bearer Instrument for a Registered Instrument, the Holder thereof shall surrender such Bearer Instrument at the specified office outside the United States of the Registrar or of any other Paying Agent together with a written request for the exchange. Each Bearer Instrument so surrendered must be accompanied by all unmatured Receipts and Coupons appertaining thereto other than the Coupon in respect of the next payment of interest falling due after the exchange date (as defined in Condition 2.6 (*New Registered Instruments*)) where the exchange date would, but for the provisions of Condition 2.6 (*New Registered Instruments*), occur between the Record Date (as defined in Condition 6.4 (*Registered Instruments*)) for such payment of interest and the date on which such payment of interest falls due.
- 2.6 *New Registered Instruments:* Each new Registered Instrument to be issued upon the transfer of a Registered Instrument or the exchange of a Bearer Instrument for a Registered Instrument will, within five Relevant Banking Days of the transfer date or, as the case may be, the exchange date, be available for collection by each relevant Holder at the specified office of the Registrar or, at the option of the Holder requesting such exchange or transfer be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer or request for exchange received by the Registrar or another Paying Agent after the Record Date in respect of any payment due in respect of Registered

Instruments shall be deemed not to be effectively received by the Registrar or such other Paying Agent until the day following the due date for such payment. For the purposes of these Terms and Conditions:

- (a) **"Relevant Banking Day"** means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located and, in the case only of an exchange of a Bearer Instrument for a Registered Instrument where such request for exchange is made to another Paying Agent, in the place where the specified office of such Paying Agent is located;
 - (b) the **"exchange date"** shall be the Relevant Banking Day following the day on which the relevant Bearer Instrument shall have been surrendered for exchange in accordance with Condition 2.5 (*Exchange of Bearer Instruments*); and
 - (c) the **"transfer date"** shall be the Relevant Banking Day following the day on which the relevant Registered Instrument shall have been surrendered for transfer in accordance with Condition 2.4 (*Transfer of Registered Instruments*).
- 2.7 *No Charges upon Transfer or Exchange:* The issue of new Registered Instruments on transfer or on the exchange of Bearer Instruments for Registered Instruments will be effected without charge by or on behalf of the Issuer, the Registrar or any other Paying Agent, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer, the Registrar or such other Paying Agent may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.
- 2.8 *Transfer of Book Entry Instruments:* Title to the Book Entry Instruments passes upon registration in the relevant individual securities accounts held with an Affiliate Member of Interbolsa. Any Book Entry Instrumentholder will (except as otherwise required by law) be treated as its absolute owner for all purposes and no person will be liable for so treating the Book Entry Instrumentholder.

3. **Status of the Instruments**

The Instruments and any relative Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* among themselves and (subject as aforesaid and save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.

4. **Negative Pledge**

So long as any of the Instruments remains outstanding (as defined in the Trust Deed), neither the Issuer nor, if EDP B.V. is the Issuer, EDP will create or, save only by operation of law, have outstanding any mortgage, lien, pledge or other charge (each a **"Security Interest"**) other than any Permitted Security (as defined below) upon the whole or any part of its undertaking or assets, present or future (including any uncalled capital) to secure any Loan Stock of any Person or to secure any obligation of any Person under any guarantee of or indemnity or purchase of indebtedness undertaking in respect of any Loan Stock of any other Person without at the same time or prior thereto at the option of the Issuer or, if the Issuer is EDP B.V., EDP either (1) securing the Instruments or securing EDP's obligations under the Keep Well Agreement in each case equally and rateably with such Loan Stock, guarantee, indemnity or purchase of indebtedness undertaking to the satisfaction of the Trustee or (2) providing such other security for or other arrangement in respect of the Instruments or EDP's obligations under the Keep Well Agreement as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Holders or which shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Holders.

For the purposes of these Terms and Conditions:

"Loan Stock" means indebtedness (other than the Instruments) having an original maturity of more than one year which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other debt securities (not comprising, for the avoidance of doubt, preference shares or other equity securities) which for the time being are, or are intended to be with the consent of the issuer thereof, quoted, listed, ordinarily dealt in or traded on any stock exchange and/or quotation system or by any listing authority or other established securities market other than any such indebtedness where the majority thereof is initially placed with investors domiciled in Portugal and who purchase such indebtedness in Portugal.

"Permitted Security" means:

- (i) in the case of a consolidation or merger of EDP with or into another company (the "**Combining Company**") any Security Interest over assets of EDP if it is the surviving company or the company (if other than EDP) surviving or formed by such consolidation or merger **provided that**: (1) such Security Interest was created by the Combining Company over assets owned by it; (2) such Security Interest is existing at the time of such consolidation or merger; (3) such Security Interest was not created in contemplation of such consolidation or merger; and (4) the amount secured by such Security Interest is not increased thereafter; or
- (ii) any Security Interest on or with respect to assets (including but not limited to receivables) of the Issuer or, if EDP B.V. is the Issuer, EDP which is created pursuant to any securitisation or like arrangement in accordance with normal market practice and whereby the indebtedness secured by such Security Interest or the indebtedness in respect of any guarantee or indemnity which is secured by such Security Interest is limited to the value of such assets; or
- (iii) any Security Interest securing any indebtedness incurred in relation to any asset for the purpose of financing the whole or any part of the acquisition, creation, construction, improvement or development of such asset where the financial institutions to whom such indebtedness is owed have recourse solely to the applicable project borrower (where such project borrower is formed solely or principally for the purpose of the relevant project) and/or such asset (or any derivative asset thereof) and/or the shares held in such project borrower.

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

5. **Interest**

The Final Terms will indicate whether the Instruments are Fixed Rate Instruments, Floating Rate Instruments or Zero Coupon Instruments.

5.1 *Interest on Fixed Rate Instruments*

Each Fixed Rate Instrument bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest payable in arrear on the Interest Payment Date(s) in each year and on the Maturity Date if that does not fall on an Interest Payment Date. For so long as any of the Fixed Rate Instruments is represented by a Global Instrument interest will be calculated on the aggregate outstanding nominal amount of the Fixed Rate Instruments represented by such Global Instrument. In respect of each definitive Fixed Rate Instrument, interest will be calculated on its outstanding nominal amount. Interest on Fixed Rate Instruments which are Book Entry Instruments will be calculated on the full outstanding nominal amount of the Fixed Rate Instruments and will be paid to the Affiliate Members of Interbolsa for distribution by them to the accounts of entitled Book Entry Instrumentholders in accordance with Interbolsa's usual rules and operating procedures.

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

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

- (A) in the case of Fixed Rate Instruments which are (i) represented by a Global Instrument or (ii) Registered Instruments in definitive form, the aggregate outstanding nominal amount of (A) the Fixed Rate Instruments represented by such Global Instrument or (B) such Registered Instrument; or
- (B) in the case of Fixed Rate Instruments which are Bearer Instruments in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the aggregate outstanding nominal amount of Fixed Rate Instruments which are Registered Instruments in definitive form or the Calculation Amount in the case of Fixed Rate Instruments which are Bearer Instruments in definitive form) shall be rounded 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 Instrument which is a Bearer Instrument in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Instrument shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

"Day Count Fraction" means, in respect of the calculation of an amount of interest for any Fixed Interest Period:

- (i) if **"Actual/Actual (ICMA)"** is specified in the Final Terms:
 - (a) in the case of Instruments 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 Final Terms) that would occur in one calendar year; or
 - (b) in the case of Instruments 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 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 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 12 30-day months) divided by 360; and
- (iii) if **"Actual/365"** or **"Actual/Actual (ISDA)"** is specified in the Final Terms, the actual number of days in the Fixed 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 Fixed Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Fixed Interest Period falling in a non-leap year divided by 365).

In these Conditions:

"Determination Period" means the period from and including a Determination Date to but excluding the next Determination Date;

"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; 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, means one cent.

5.2 *Interest on Floating Rate Instruments*

- (a) *Interest Payment Dates*: Each Floating Rate Instrument bears interest from and including the Interest Commencement Date and such interest will be payable in arrear on either:
- (i) the Specified Interest Payment Date(s) (each an "**Interest Payment Date**") in each year specified in the Final Terms; or
 - (ii) if no Specified Interest Payment Date(s) is/are specified in the Final Terms, each date (each an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Terms and Conditions, "**Interest Period**" means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or first) Interest Payment Date or the relevant payment date if the Instruments become payable on a date other than an Interest Payment Date. For so long as any of the Floating Rate Instruments is represented by a Global Instrument held on behalf of Clearstream, Luxembourg and/or Euroclear Bank, interest will be calculated on the aggregate outstanding nominal amount of the Instruments represented by such Global Instrument. In respect of each definitive Floating Rate Instrument, interest will be calculated on its outstanding nominal amount. Interest on Floating Rate Instruments which are Book Entry Instruments will be calculated on the full outstanding nominal amount of the Floating Rate Instruments will be paid to the Affiliate Members of Interbolsa for distribution by them to the accounts of entitled Instrumentholders in accordance with Interbolsa's usual rules and operating procedures.

If a Business Day Convention is specified in the 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 5.2(a)(i) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (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 these 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 any Additional Business Centre specified in the 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 (which, if the Specified Currency is Australian dollars, shall be Sydney) or (2) in relation to any sum

payable in euro, a day on which Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open.

- (b) *Rate of Interest:* The Rate of Interest payable from time to time in respect of Floating Rate Instruments will be determined in the manner specified in the Final Terms (which shall specify whether ISDA Determination or Screen Rate Determination is applicable).
- (c) *ISDA Determination for Floating Rate Instruments:* Where ISDA Determination is specified in the 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 Final Terms) the Margin (if any). For the purposes of this Condition 5.2(c), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Issue and Paying Agent or the Calculation Agent, as applicable, under an interest rate swap transaction if the Issue and Paying Agent or the Calculation Agent, as applicable, were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions (as amended and updated as at the Issue Date of the first Tranche of the Instruments, published by the International Swaps and Derivatives Association, Inc. (the "**ISDA Definitions**")) and under which:
- (1) the Floating Rate Option is as specified in the Final Terms;
 - (2) the Designated Maturity is a period specified in the Final Terms; and
 - (3) the relevant Reset Date is the day specified in the Final Terms.

For the purposes of this Condition 5.2(c), "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

- (d) *Screen Rate Determination for Floating Rate Instruments:* Where Screen Rate Determination is specified in the 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:
- (i) the offered quotation; or
 - (ii) 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 (being either LIBOR or EURIBOR, as specified in the Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Relevant Financial Centre time) on the Interest Determination Date in question plus or minus (as indicated in the Final Terms) the Margin (if any), all as determined by the Issue and Paying Agent or the Calculation Agent, as applicable. 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 Issue and Paying Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of (i) above, no offered quotation appears or, in the case of (ii) above, fewer than three offered quotations appear, in each case as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR), EDP and/or the Determination Agent or the Calculation Agent, as applicable, shall request each of the Reference Banks or the Calculation Agent, as applicable, to provide the Issue and Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 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. If two or more of the Reference Banks provide the Issue and Paying Agent or the Calculation Agent, as applicable, with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Issue and Paying Agent or the Calculation Agent, as applicable, **provided that**, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest

Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

- (e) *Minimum Rate of Interest and/or Maximum Rate of Interest:* If the 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 Conditions 5.2(b), 5.2(c) or 5.2(d) 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 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 Conditions 5.2(b), 5.2(c) or 5.2(d) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

- (f) *Determination of Rate of Interest and calculation of Interest Amounts:* The Issue and Paying Agent or the Calculation Agent, as applicable, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Issue and Paying Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Instruments in respect of each Specified Denomination for the relevant Interest Period.

The Issue and Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest ("**Interest Amount**") payable on the Floating Rate Instruments for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Instruments which are represented by a Global Instrument, the aggregate outstanding nominal amount of the Instruments represented by such Global Instrument; or
- (B) in the case of Floating Rate Instruments 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 Instrument in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Instrument shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

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

- (i) if "**Actual/Actual**" or "**Actual/Actual (ISDA)**" is specified in the 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 Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if "**Actual/365 (Sterling)**" is specified in the 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 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 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 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if "30E/360" or "Eurobond Basis" is specified in the 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; and

- (vii) if "30E/360 (ISDA)" is specified in the 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 (1) that day is the last day of February or (2) 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 (1) that day is the last day of February but not the Maturity Date or (2) such number would be 31 and D₂ will be 30.

- (g) *Notification of Rate of Interest and Interest Amounts:* The Issue and Paying Agent or the Calculation Agent, as applicable, 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, the Trustee and any stock exchange or other relevant authority on which the relevant Floating Rate Instruments are for the time being listed or by which they have been admitted to listing and notice thereof to be published in accordance with Condition 15 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange or other relevant authority on which the relevant Floating Rate Instruments are for the time being listed or by which they have been admitted to listing and to the Holders in accordance with Condition 15 (*Notices*). For the purposes of this paragraph, the expression "London Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.
- (h) *Linear Interpolation:* Where Linear Interpolation is specified as applicable in respect of an Interest Period in the Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Issue and Paying Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period **provided however that** if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Issue and Paying Agent or the Calculation Agent, as applicable, shall determine such rate at such time and by reference to such sources as it determines appropriate.
- "**Designated Maturity**" means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.
- (i) *Determination or calculation by the Calculation Agent:* If for any reason at any time the Issue and Paying Agent defaults in its obligations to determine the Rate of Interest or in its obligation to calculate any Interest Amount in accordance with the provisions of Conditions 5.2(c) or 5.2(d) above, as the case may be, and in each case, in accordance with paragraph 5(f) above, the Calculation Agent shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it may think fit to the foregoing provisions of this Condition, but subject always to any Minimum or Maximum Rate of Interest specified in the Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Calculation Agent may calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Issue and Paying Agent.
- (j) *Certificates to be final:* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2, by the Issue and Paying Agent or the Calculation Agent, as applicable, shall (in the absence of manifest error) be binding on the Issuer, the Trustee, EDP (if the Issuer is EDP B.V.), the Issue and Paying Agent, the other Paying Agents and all Holders and (in the absence as aforesaid) no liability to the Issuer, EDP (if the Issuer is EDP B.V.) or the Holders shall attach to the Issue and

Paying Agent or the Calculation Agent, as applicable in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 *Accrual of interest*

Each Instrument (or, in the case of the redemption of part only of an Instrument, that part only of such Instrument) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, if applicable, or, in the case of a Book Entry Instrument presentation of the relevant Certificate in respect thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed.

5.4 *Benchmark Discontinuation*

- (a) Notwithstanding the operation of Condition 5.2 (*Interest on Floating Rate Instruments*), if EDP (in consultation with the Calculation Agent (or the person specified in the relevant Final Terms as the party responsible for calculating the Rate of Interest)) determines that a Benchmark Event has occurred, when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to a Reference Rate, then the following provisions shall apply.
- (b) EDP shall use its reasonable endeavours to appoint an Independent Adviser, no later than 5 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.4(c)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5.4(d)) and any Benchmark Amendments (in accordance with Condition 5.4(e)).

For the avoidance of doubt, the Independent Adviser if acting in good faith and, in the absence of bad faith or fraud, shall have no liability whatsoever to the Issuer (nor, if EDP B.V. is the Issuer, EDP), the Trustee, the Paying Agents or the Holders for any determination made by it pursuant to this Condition 5.4.

If (i) EDP is unable, having used its reasonable endeavours, 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 and, in each case, an Adjustment Spread, in accordance with this Condition 5.4 prior to the date which is 3 Business Days prior to the relevant Interest Determination Date, the Reference Rate applicable to the immediate following Interest Period shall be the Reference Rate applicable as at the last preceding Interest Determination Date. If there has not been a first Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Floating Rate Interest Period. For the avoidance of doubt, any adjustment pursuant to this final paragraph of Condition 5.4 shall apply to the immediately following Interest Period only. Any subsequent Interest Period may be subject to the subsequent operation of this Condition 5.4.

- (c) If the Independent Adviser determines in its discretion that:
 - (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5.4(d)) subsequently be used in place of the Reference Rate to determine the Rate of Interest for the immediately following Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 5.4; or
 - (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5.4(d)) subsequently be used in place of the Reference Rate to determine the Rate of Interest for the immediately following Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 5.4.
- (d) If a Successor Rate or Alternative Rate is determined in accordance with Condition 5.4(c), the Independent Adviser shall determine an Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread), which Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be), subject to the subsequent further operation and adjustment as provided in this Condition 5.4. For the avoidance of doubt, an Adjustment Spread may be positive, negative or zero.

- (e) If any relevant Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5.4 and the Independent Adviser determines in its discretion:
 - (A) that amendments to these Conditions, the Trust Deed, the Interbolsa Instrument and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**"); and
 - (B) the terms of the Benchmark Amendments,

then EDP and EDP B.V. shall, subject to giving notice thereof in accordance with Condition 5.4(f), without any requirement for the consent or approval of relevant Holders, vary these Conditions, the Trust Deed, the Interbolsa Instrument or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

The Trustee, the Calculation Agent and the Issue and Paying Agent shall, at the request and expense of EDP and without the requirement for any consent or approval of the Holders, concur with EDP and EDP B.V. in effecting any Benchmark Amendments as may be required in order to give effect to this Condition 5.4(e), subject to receipt by the Trustee of the certificate referred to in Condition 5.4(g) below, *provided however*, that neither the Trustee, the Calculation Agent nor the Issue and Paying Agent shall be obliged so to concur if in the reasonable opinion of the Trustee, the Calculation Agent or the Issue and Paying Agent (as applicable) doing so would have the effect of imposing more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions in these Conditions, the Agency Agreement or the Trust Deed.

- (f) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5.4 will be notified promptly by the Issuer to the Trustee, the Paying Agents, the Calculation Agent and, in accordance with Condition 15 (*Notices*), the Holders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.
- (g) No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by two of its Directors:
 - (A) confirming (x) that a Benchmark Event has occurred, (y) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and, (z) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5.4; and
 - (B) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee shall be entitled to rely on such certificate (without further enquiry and without liability to any person) as sufficient evidence thereof.

- (h) The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of such Successor Rate or Alternative Rate and such Adjustment Spread (if any) and such Benchmark Amendments (if any)) be binding on the Issuer (and, if EDP B.V. is the Issuer, EDP), the Trustee, the Paying Agents, the Calculation Agent and the Holders.
- (i) Without prejudice to the obligations of EDP and EDP B.V., as appropriate, under Condition 5.4(b), (c), (d) and (e), the Reference Rate and the fallback provisions provided for in Condition 5.2(d) will continue to apply unless and until the Calculation Agent or the person specified in the Final Terms as the party responsible for calculating the Rate of Interest has been notified of the Successor Rate or the Alternative Rate (as the case may be), the applicable Adjustment Spread and Benchmark Amendments (if applicable), in accordance with Condition 5.4(f)
- (j) If, in the case of any Benchmark Event, any Successor Rate, Alternative Rate and/or Adjustment Spread is notified to the Issue and Paying Agent or, as applicable, the Calculation Agent pursuant to Condition 5.4(f), and the Issue and Paying Agent or, as applicable, the Calculation Agent is in any way uncertain as to the application of such Successor Rate, Alternative Rate and/or Adjustment Spread in the calculation or determination of any Rate of Interest (or any component part thereof), it shall

promptly notify the Issuer thereof and the Issuer shall direct the Issue and Paying Agent or, as applicable, the Calculation Agent in writing (which direction may be by way of a written determination of an Independent Advisor) as to which course of action to adopt in the application of such Successor Rate, Alternative Rate and/or Adjustment Spread in the determination of such Rate of Interest. If the Issue and Paying Agent or, as applicable, the Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Issue and Paying Agent or, as applicable, the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so. For the avoidance of doubt, for the period that the Issue and Paying Agent or, as applicable, the Calculation Agent remains uncertain of the application of the Successor Rate, Alternative Rate and/or Adjustment Spread in the calculation or determination of any Rate of Interest (or any component part thereof), the Reference Rate and the fallback provisions provided for in Conditions 5.2 will continue to apply.

In this Condition 5.4, where the context so permits, "**Reference Rate**" includes any Successor Rate or Alternative Rate that has replaced the Reference Rate specified in the Final Terms. As used in this Condition 5.4:

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines is required to be applied to the relevant Successor Rate or the relevant 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 Holders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) (if no such recommendation has been made, or in the case of an Alternative Rate), the Independent Adviser determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate; or
- (C) (if no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (D) (if the Independent Adviser determines that no such industry standard is recognised or acknowledged) the Independent Adviser determines to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5.4(c) is customary in market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in the Specified Currency.

"**Benchmark Event**" means:

- (A) the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (B) a public statement by the administrator of the relevant Reference Rate that it has ceased, or will, by a specified date within the following six months, cease, publishing such Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Reference Rate); or
- (C) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such Reference Rate will, by a specified date within the following six months, be prohibited from

being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or

- (E) a public statement by the supervisor of the administrator of the relevant Reference Rate that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market; or
- (F) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent to calculate any payments due to be made to any Holder using the relevant Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable).

"Independent Adviser" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by EDP at its own expense under Condition 5.4(b).

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

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (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 a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

6. **Payments**

6.1 *Method of payment:* Subject and except 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; 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.

Subject always to Condition 8 (*Taxation*), payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

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

Payments of instalments of principal (if any) in respect of Bearer Instruments, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 6.1 (*Method of payment*) above against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 6.1 (*Method of payment*) above only against presentation and surrender (or, in

the case of part payment of any sum due, endorsement) of the relevant Instrument in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Instrument to which it appertains. Receipts presented without the definitive Instrument to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Instrument becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Instruments in bearer form (other than Long Maturity Instruments (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 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Instrument in 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 Instrument or Long Maturity Instrument in definitive 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 Instrument**" is a Fixed Rate Instrument (other than a Fixed Rate Instrument which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon **provided that** such Instrument shall cease to be a Long Maturity Instrument 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 Instrument.

Other than in respect of Book Entry Instruments, if the due date for redemption of any Instrument is not an Interest Payment Date, interest (if any) accrued in respect of such Instrument 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 Bearer Instrument.

Payments in respect of the Book Entry Instruments will be made by transfer to the registered account of the holders maintained by or on behalf of them with a bank that processes payments in the relevant currency, details of which appear in the records of the relevant Affiliate Members of Interbolsa at the close of business on the Payment Day (as defined in Condition 6.5 (*Payment Day*)) below) before the due date for payment of principal and/or interest.

6.3 *U.S. Paying Agent:* Notwithstanding the foregoing provisions of Condition 6.2 (*Presentation of Bearer Instruments, Receipts and Coupons*), if any amount of principal and/or interest in respect of Instruments is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Instruments 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 Instruments 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, adverse tax consequences to the Issuer or, if the Issuer is EDP B.V., EDP – Energias de Portugal, S.A.

6.4 *Registered Instruments:* Payments of amounts (including accrued interest) due on the final redemption of Registered Instruments will be made against presentation and, save in the case of a partial redemption, surrender of the relevant Registered Instruments at the specified office of the Registrar.

Payments of amounts (whether principal, interest or otherwise) due in respect of Registered Instruments will be paid to the Holders thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar (1) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (2) where in definitive form, as at close of business (Luxembourg time) on the fifteenth Luxembourg business day (the "**Record Date**") before the due date for such payment **provided that** the amounts due in respect of Registered Instruments under Condition 10 (*Events of Default*) will be paid to the Holders thereof (or, in the case of joint Holders, the first-named) as appearing in such register as at opening of business (Luxembourg time) on the date on which such payment is made.

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

- (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 each Additional Financial Centre specified in the Final Terms and, in the case of Instruments in definitive form only, in the relevant place of presentation, or, in the case of Book Entry Instruments, in Portugal; 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, and any Additional Financial Centre) or (2) in relation to any sum payable in euro, a day on which the TARGET 2 System is open.

6.6 *Interpretation of principal and interest*: Any reference in these Terms and Conditions to principal in respect of the Instruments shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*) or under any undertakings or covenants given in addition thereto or in substitution therefor pursuant to the Trust Deed;
- (ii) the Final Redemption Amount of the Instruments;
- (iii) the Early Redemption Amount of the Instruments;
- (iv) the Optional Redemption Amount(s) (if any) of the Instruments;
- (v) in relation to Instruments redeemable in instalments, the Instalment Amounts;
- (vi) in relation to Zero Coupon Instruments, the Amortised Face Amount (as defined in Condition 7.6); and
- (vii) any premium and any other amounts which may be payable by the Issuer under or in respect of the Instruments.

Any reference in these Terms and Conditions to interest in respect of the Instruments shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*) or under any undertakings or covenants given in addition thereto or in substitution thereof pursuant to the Trust Deed.

7. **Redemption and Purchase**

7.1 *Redemption at maturity*: Unless previously redeemed or purchased and cancelled as specified below, each Instrument will be redeemed by the Issuer at its outstanding nominal amount in the relevant Specified Currency on the Maturity Date.

7.2 *Redemption for tax reasons*: Subject to Condition 7.8 (*Early Redemption Amounts*), the Instruments may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Instrument is not a Floating Rate Instrument) or on any Interest Payment Date (if this Instrument is a Floating Rate Instrument), on giving

not less than 30 nor more than 60 days' notice to the Trustee, the Issue and Paying Agent and, in accordance with Condition 15 (*Notices*), the Holders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately prior to the giving of such notice that:

- (i) on the occasion of the next payment due under the Instruments, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the relevant Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) or any political subdivision of, or any authority in, or of, the relevant Tax Jurisdiction having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Instruments; and
- (ii) such obligation cannot be avoided by the Issuer 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 would be obliged to pay such additional amounts were a payment in respect of the Instruments then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Trustee (1) a certificate signed by two Directors of EDP 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 (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above in which event they shall be conclusive and binding on the Holders.

Instruments redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.8 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to but excluding the date of redemption.

7.3 *Redemption at the option of the Issuer (Issuer Call)*: If Issuer Call is specified as being applicable in the Final Terms, the Issuer may, having given:

- (i) not less than 15 days nor more than 30 days' notice to the Holders in accordance with Condition 15 (*Notices*); and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Issue and Paying Agent and the Trustee;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or, if so provided, some only of the Instruments at any time or from time to time on the relevant Optional Redemption Date at, unless otherwise specified in the relevant Final Terms, the Optional Redemption Amount together, if appropriate, with any interest accrued on the Instruments to, but excluding, the Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the Final Terms.

The Optional Redemption Amount will either be the specified percentage of the nominal amount of the Instruments stated in the Final Terms or, if Make-Whole Redemption Amount is specified in the Final Terms, will be calculated by the Determination Agent and will be the greater of (x) 100 per cent. of the principal amount of the Instruments so redeemed and (y) the sum of the then present values of each remaining scheduled payments of principal and interest on such Instruments to maturity or, if Residual Call Period is specified as applicable in the Final Terms, to the Residual Call Commencement Date (not including any interest accrued on the Instruments to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on an annual basis at the Make-Whole Redemption Rate plus the Make-Whole Redemption Margin, if any, specified in the Final Terms.

All Instruments in respect of which any such notice of redemption is given shall be redeemed on the date specified in such notice in accordance with this Condition.

For the purposes of this Condition 7.3:

"Determination Agent" means an independent adviser, investment bank or financial institution of recognised standing selected by the Issuer;

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

"Reference Bond" shall be as set out in the Final Terms or, if no such bond is set out in the Final Terms or if such bond is no longer outstanding, shall be the Selected Reference Bond;

"Reference Bond Price" means, with respect to any date of redemption, (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (B) if the Determination Agent obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

"Reference Date" will be set out in the relevant notice of redemption;

"Reference Government Bond Dealer" means each of five banks selected by the Issuer (or the Determination Agent, acting at its request), or their affiliates, which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

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

"Residual Call Commencement Date" shall be the date set out in the Final Terms;

"Residual Call Period" has the meaning set out in the Final Terms; and

"Selected Reference Bond" means a government security or securities selected by the Determination Agent as having an actual or interpolated maturity comparable to either the remaining term of the Instruments or, if Residual Call Period is specified as applicable in the Final Terms, the Residual Call Commencement Date of the Instruments, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Instruments and of a comparable maturity to either the remaining term of the Instruments or, if Residual Call Period is specified in the Final Terms, the Residual Call Commencement Date of the Instruments.

7.4 *Redemption at the option of the Issuer (Clean-up Call):* If Clean-up Call is specified as being applicable in the Final Terms, in the event that Instruments representing an aggregate amount equal to or exceeding the Minimum Percentage (as specified in the Final Terms, being a percentage of the initial aggregate principal amount of that particular Series of Instruments (including any Instruments which have been consolidated and form a single Series therewith)) have been purchased by EDP or any subsidiary of EDP and cancelled or redeemed by the Issuer, the Issuer may, having given:

- (i) not less than 15 days nor more than 30 days' notice to the Holders in accordance with Condition 15 (*Notices*); and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Issue and Paying Agent and the Trustee;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem the Instruments then outstanding in whole (but not in part) on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the Final Terms together, if appropriate, with interest accrued to but excluding the relevant Optional Redemption Date.

All Instruments in respect of which any such notice of redemption is given shall be redeemed on the date specified in such notice in accordance with this Condition.

7.5 *Partial Redemption*: In the case of a partial redemption of Instruments (other than Book Entry Instruments), the Instruments to be redeemed ("**Redeemed Instruments**") will be selected individually by lot not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**") in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). A list of the serial numbers of such Redeemed Instruments will be published in accordance with Condition 15 (*Notices*) not less than 15 days prior to the date fixed for redemption. Partial redemption of Book Entry Instruments shall be made in accordance with the applicable Interbolsa rules.

7.6 *Redemption at the option of the Holders (Investor Put)*: If Investor Put is specified as being applicable in the Final Terms, upon the holder of any Instrument giving to the Issuer in accordance with Condition 15 (*Notices*) not less than 15 nor more than 30 days' notice (which notice shall be irrevocable) the Issuer will, upon the expiry of such notice, redeem, in whole (but not in part), such Instrument on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to but excluding the relevant Optional Redemption Date.

To exercise the right to require redemption of this Instrument the holder of this Instrument must deliver (1) (in the case of Instruments in definitive form) to the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period 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 (2) (in all other cases) a notice to the Paying Agent or Transfer Agent or Registrar (as the case may be) in accordance with the standard procedures of Clearstream, Luxembourg, Euroclear Bank and/or Interbolsa or any common depositary or custodian for them stating the principal amount of the Instruments in respect of which such option is exercised (a "**Put Notice**") in which the holder must specify a bank account to which payment is to be made under this Condition together in the case of Bearer Instruments with the Instruments. No deposit of Instruments will be required in respect of Book Entry Instruments.

7.7 *Redemption at option of Holders on Change of Control (Investor Put on Change of Control)*: If Investor Put on Change of Control is specified as being applicable in the Final Terms and at any time while any Instruments remain outstanding there occurs a Change of Control and within the Change of Control Period a Rating Downgrade as a result of that Change of Control occurs (together, a "**Put Event**"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Instruments in accordance with Condition 7.2 (*Redemption for tax reasons*)), Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 7.4 (*Redemption at the option of the Issuer (Clean-up Call)*), to require the Issuer to redeem each of the Instruments held by such Holder on the Mandatory Redemption Date at its principal amount together with interest accrued to but excluding the Mandatory Redemption Date, such option being referred to as an "Investor Put on Change of Control".

Upon EDP becoming aware that a Put Event has occurred, EDP shall promptly notify the Issuer of such fact (where the Issuer is EDP B.V.) and the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with Condition 15 (*Notices*) specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this Condition 7.7.

To exercise the option to require redemption of an Instrument under this Condition 7.7 the holder of this Instrument must, if this Instrument is in definitive form and held outside Euroclear Bank and Clearstream, Luxembourg, deliver such Instrument, on any business day in the city of the specified office of the relevant Paying Agent falling within the Put Period, at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a "**Put Option Notice**") and in which the holder must specify a bank account to which payment is to be made under this Condition 7.7. The Instrument should be delivered together with all Coupons appertaining thereto maturing after the Mandatory Redemption Date failing which an amount will be deducted from the payment to be made by the Issuer on redemption of the Instruments corresponding to the aggregate amount payable in respect of such missing Coupons.

If the Instruments are represented by a Global Instrument or are in definitive form and held through Euroclear Bank or Clearstream, Luxembourg, to exercise the right to require redemption of an Instrument under this Condition 7.7 the holder of the Instrument must, within the Put Period, give notice to the Paying Agent of such exercise in accordance with the standard procedures of Euroclear Bank and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear Bank or Clearstream, Luxembourg or any common depositary for them to the Paying Agent by electronic means) in a form acceptable to Euroclear Bank

and Clearstream, Luxembourg from time to time and, if this Instrument is represented by a Global Instrument, at the same time present or procure the presentation of the relevant Global Instrument to the Paying Agent for notation accordingly.

The Paying Agent to which such Instrument and Put Option Notice are delivered will issue to the holder concerned a non-transferable receipt (a "**Put Option Receipt**") in respect of the Instrument so delivered. The Issuer shall redeem the Instruments in respect of which Put Option Receipts have been issued on the Mandatory Redemption Date, unless previously redeemed and purchased. Payment in respect of any Put Option Receipt will be made on the Mandatory Redemption Date by transfer to the bank account (if any) specified in the Put Option Notice and in every other case on or after the Mandatory Redemption Date, in each case against presentation and surrender or (as the case may be) endorsement of such Put Option Receipt at the specified office of any Paying Agent in accordance with the provisions of this Condition 7.7.

For the purposes of this Condition:

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the Management Board or Supervisory Board of EDP) that any person (or persons) ("**Relevant Person(s)**") acting in concert or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly:

- (i) acquires or becomes entitled to exercise control over EDP; or
- (ii) acquires or owns, directly or indirectly more than 50 per cent. of the issued voting share capital of EDP,

provided that the foregoing shall not include the control, or ownership of issued voting share capital, exercisable by and/or owned by the Portuguese Republic, or by the Portuguese Republic and/or by any entity or entities (together or individually) controlled by the Portuguese Republic from time to time, or in respect of which the Portuguese Republic owns directly or indirectly more than 50 per cent. of the issued voting share capital.

A Change of Control shall not be deemed to have occurred if the shareholders of the Relevant Person(s) are also, or immediately prior to the event which would otherwise constitute a Change of Control were, all of the shareholders of EDP.

"**Change of Control Period**" means the period ending 120 days after the Date of Announcement.

"**Date of Announcement**" means the date of the public announcement that a Change of Control has occurred.

"**Investment Grade Rating**" means a rating of at least BBB- (or equivalent thereof) in the case of S&P or a rating of at least BBB- (or equivalent thereof) in the case of Fitch or a rating of at least Baa3 (or equivalent thereof) in the case of Moody's or the equivalent in the case of any other Rating Agency.

"**Investment Grade Securities**" means Rated Securities which have an Investment Grade Rating from each Rating Agency that assigns a rating to such Rated Securities.

"**Mandatory Redemption Date**" is the seventh day after the last day of the Put Period.

"**Put Period**" means the period of 45 days from and including the date on which a Put Event Notice is given.

"**Rated Securities**" means:

- (i) the Instruments; or
- (ii) such other comparable long-term debt of the Issuer or EDP selected by the Issuer from time to time for the purpose of this definition which possesses a rating by any Rating Agency.

"**Rating Agency**" means S&P Global Ratings Europe Limited (French Branch) ("**S&P**"), Fitch Ratings Limited ("**Fitch**") and Moody's Investors Services Limited ("**Moody's**") or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by EDP.

"Rating Downgrade" means either:

- (i) within the Change of Control Period:
 - (a) any rating assigned to the Rated Securities is withdrawn; or
 - (b) the Rated Securities cease to be Investment Grade Securities; or
 - (c) (if the rating assigned to the Rated Securities by any Rating Agency which is current at the Date of Announcement is below an Investment Grade Rating) that rating is lowered one full rating notch by any Rating Agency (for example from BB+ to BB by S&P or Fitch and Ba1 to Ba2 by Moody's or such similar lower of equivalent rating),
provided that no Rating Downgrade shall occur by virtue of a particular withdrawal of or reduction in rating unless the Rating Agency withdrawing or making the reduction in the rating announces or confirms that the withdrawal or reduction was the result, in whole or in part, of the relevant Change of Control; or
- (ii) if at the time of the Date of Announcement, there are no Rated Securities and either:
 - (a) EDP does not use all reasonable endeavours to obtain, within 45 days of the Date of Announcement, from a Rating Agency a rating for the Rated Securities; or
 - (b) if EDP does use such endeavours, but, as a result of such Change of Control, at the expiry of the Change of Control Period there are still no Investment Grade Securities and the Rating Agency announces or confirms in writing that its declining to assign an Investment Grade Rating was the result, in whole or in part, of the relevant Change of Control.

7.8 *Early Redemption Amounts:* For the purpose of Condition 7.2 (*Redemption for tax reasons*) above and Condition 10 (*Event of Default*), each Instrument will be redeemed at the Early Redemption Amount calculated as follows:

- (i) at the amount specified in the Final Terms or, if no such amount is so specified in the Final Terms, at its nominal amount; or
- (ii) in the case of a Zero Coupon Instrument, at an amount (the "**Amortised Face Amount**") equal to the sum of the Reference Price and the product of the Accrual Yield (compounded annually) being applied to the Reference Price from and including the Issue Date of the first Tranche of the Instruments to but excluding the date fixed for redemption or (as the case may be) the date upon which such Instrument becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made on the basis of the Day Count Fraction specified in the Final Terms which will be either (1) 30/360 (in which case the numerator will be 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 Instruments to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Instrument becomes due and repayable and the denominator will be 360) or (2) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Instruments to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Instrument becomes due and repayable and the denominator will be 360) or (3) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Instruments to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Instrument becomes due and repayable and the denominator will be 365).

7.9 *Instalments:* Instalment Instruments will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, unless the Optional Redemption Amount is specified in the Final Terms, the Early Redemption Amount will be determined pursuant to Condition 7.8 (*Early Redemption Amounts*).

7.10 *Purchases:* EDP, EDP B.V. or any subsidiary of EDP may at any time purchase Instruments (**provided that**, in the case of Bearer Instruments, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Instruments may be held, reissued, resold or, at

the option of EDP, EDP B.V. or the relevant subsidiary of EDP, surrendered to any Paying Agent for cancellation.

- 7.11 *Cancellation:* All Instruments which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption (or in accordance with Interbolsa regulations in the case of Book Entry Instruments)). All Instruments so cancelled and Instruments purchased and cancelled pursuant to Condition 7.10 (*Purchases*) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Issue and Paying Agent (save in the case of Book Entry Instruments) and cannot be reissued or resold.
- 7.12 *Late payment on Zero Coupon Instruments:* If the amount payable in respect of any Zero Coupon Instrument upon redemption of such Zero Coupon Instrument pursuant to Condition 7.1 (*Redemption at maturity*), 7.2 (*Redemption for tax reasons*), 7.3 (*Redemption at the option of the Issuer (Issuer Call)*), 7.4 (*Redemption at the option of the Issuer (Clean-up Call)*), 7.5 (*Partial Redemption*), 7.6 (*Redemption at the option of the Holders (Investor Put)*) or 7.7 (*Redemption at option of Holders on Change of Control (Investor Put on Change of Control)*) above or upon its becoming due and repayable as provided in Condition 10 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Instrument shall be the amount calculated as provided in Condition 7.8(ii) as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Instrument 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 Instrument 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 Instrument has been received by the Issue and Paying Agent or the Trustee and notice to that effect has been given to the Holders in accordance with Condition 15 (*Notices*).

8. **Taxation**

All payments of principal and interest in respect of the Instruments, Receipts and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the relevant Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Instruments, Receipts 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 Instruments, Receipts 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 Instrument, Receipt or Coupon:

- (i) presented for payment by or on behalf of a Beneficial Owner who is liable for such taxes or duties in respect of such Instrument, Receipt or Coupon by reason of his having some connection with the relevant Tax Jurisdiction other than the mere holding of such Instrument, Receipt or Coupon;
- (ii) presented for payment in the case of a Bearer Instrument, in the relevant Tax Jurisdiction;
- (iii) presented for payment in the case of a Bearer Instrument more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6 (*Payments*));
- (iv) where such withholding or deduction is imposed on a payment to an individual who has not fulfilled the formal requirements for the exemption of withholding tax under European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (v) presented for payment by or on behalf of a Beneficial Owner who would have been able to avoid such withholding or deduction by presenting the relevant Instrument, Receipt or Coupon to another Paying Agent in a Member State of the European Union;
- (vi) presented for payment by or on behalf of a Beneficial Owner of Instruments, Receipts or Coupons who would not be liable for or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority;

- (vii) where the Issuer is EDP, presented for payment by or on behalf of a Beneficial Owner of Instruments, Receipts or Coupons particularly in respect of whom the information required in order to comply with the special tax regime approved by Decree-Law no. 193/2005 of 7 November ("**Decree-Law no. 193/2005**"), and any implementing legislation, is not received prior to the Relevant Date;
- (viii) where the Issuer is EDP, presented for payment by or on behalf of a Beneficial Owner of Instruments, Receipts or Coupons resident for tax purposes in the Tax Jurisdiction, or a resident in a country, territory or region subject to clearly a more favourable tax regime included in the list approved by Order no. 150/2004, of 13 February 2004 (Portaria do Ministro das Finanças e da Administração Pública no. 150/2004) as amended from time to time, issued by the Portuguese Minister of Finance and Public Administration, with the exception of (a) central banks and governmental agencies as well as international institutions recognised by the Tax Jurisdiction of those tax haven jurisdictions and (b) tax haven jurisdictions which have a double taxation treaty in force or a tax information exchange agreement in force with Portugal, **provided that** all procedures and all information required under Decree-Law no. 193/2005 regarding (a) and (b) above are complied with;
- (ix) where the Issuer is EDP, presented for payment by or on behalf of (1) a Portuguese resident legal entity subject to Portuguese corporation tax (with the exception of entities that benefit from a Portuguese withholding tax waiver or from Portuguese income tax exemptions), or (2) a non-resident legal person with a permanent establishment in Portugal to which the income or gains obtained from the Instruments, Receipts or Coupons are attributable (with the exception of entities which benefit from a Portuguese withholding tax waiver);
- (x) where the Issuer is EDP, presented for payment by or on behalf of, a Holder (i) in respect to whom the information and documentation required by Portuguese law in order to comply with any applicable tax treaty is not received by the Issuer or by the Portuguese Paying Agent directly from the Holders before the date by which such documentation is to be provided to the Issuer under Portuguese law, and (ii) who is resident in one of the contracting states; or
- (xi) where such deduction or withholding is required pursuant to the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions) and any intergovernmental agreement or implementing legislation adopted by another jurisdiction or any agreement with the U.S. Internal Revenue Service in connection with these provisions.

As used in these Terms and Conditions:

- (i) "**Tax Jurisdiction**" means in the case of EDP, the Portuguese Republic or any political subdivision or any authority thereof or therein having power to tax and, in the case of EDP B.V., the Netherlands or any political subdivision or any authority thereof or therein having power to tax or in either case any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax in which EDP or, as the case may be, EDP B.V. becomes tax resident;
- (ii) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Issue and Paying Agent or the Trustee on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders in accordance with Condition 15 (*Notices*); and
- (iii) "**Beneficial Owner**" means the holder of the Instruments who is the effective beneficiary of the income attributable thereto.

9. **Prescription**

The Instruments (whether in bearer or registered form), Receipts and Coupons will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (*Taxation*)) 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 (*Payments*) or any Talon which would be void pursuant to Condition 6 (*Payments*).

10. **Events of Default**

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

- (i) the Issuer fails to pay any amount of principal or interest due in respect of the Instruments or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest; or
- (ii) the Issuer fails to perform or observe any of its other obligations under the Trust Deed or these Terms and Conditions or, if the Issuer is EDP B.V., EDP fails to perform or observe any of its obligations under the Trust Deed or these Terms and Conditions or (in the case of Book Entry Instruments) the Interbolsa Instrument and, save for in the case of Book Entry Instruments (A) such failure is, in the opinion of the Trustee, incapable of remedy or in respect of which, in the opinion of the Trustee, remedial action satisfactory to the Trustee cannot be taken or (B) such failure is, in the opinion of the Trustee capable of remedy or in respect of which, in the opinion of the Trustee, such remedial action can be taken and the failure continues for the period of 30 days (or such longer period as the Trustee may permit) after the Trustee has given written notice to the Issuer requiring the same to be remedied; or
- (iii) any other Indebtedness of EDP B.V. (if EDP B.V. is the Issuer) or EDP or any Indebtedness of any Material Subsidiary becomes due and payable prior to the stated maturity thereof as a result of a default thereunder or any such Indebtedness is not paid at the maturity thereof or any guarantee or indemnity in respect of Indebtedness or performance given by any such company is not honoured when due and called upon or any security interest, present or future, over the assets of any such company becomes enforceable **provided that** no such event in relation to such Indebtedness or any guarantee or indemnity in respect of such Indebtedness shall constitute an Event of Default unless the relative Indebtedness either alone or when aggregated with other Indebtedness relative to all (if any) other such events which shall have occurred shall amount to at least €50,000,000 (or its equivalent in any other currency) and **provided further that**, for the purposes of this Condition 10(iii), neither EDP B.V. nor EDP nor any Material Subsidiary shall be deemed to be in default with respect to such Indebtedness, guarantee or security interest until expiration of the applicable grace or remedy period, if any, or if the Trustee is satisfied that it shall be contesting in good faith by appropriate means its liability to make payment thereunder; or
- (iv) any steps are taken with a view to the liquidation or dissolution of EDP B.V. (if EDP B.V. is the Issuer), EDP or any Material Subsidiary, or EDP B.V. (if EDP B.V. is the Issuer), EDP or any Material Subsidiary becomes insolvent or admits in writing its inability to pay its debts as and when the same fall due, or a receiver, liquidator or similar officer shall be appointed over all or any part of EDP B.V.'s (if EDP B.V. is the Issuer), EDP's or any Material Subsidiary's assets or an application shall be made for a moratorium or an arrangement with creditors of EDP B.V. (if EDP B.V. is the Issuer), EDP or any Material Subsidiary or proceedings shall be commenced in relation to EDP B.V. (if EDP B.V. is the Issuer), EDP or any Material Subsidiary under any legal reconstruction, readjustment of debts, dissolution or liquidation law or regulation, or a distress shall be levied or sued out upon all or any part of EDP B.V.'s (if EDP B.V. is the Issuer), EDP's or any Material Subsidiary's assets and shall remain undischarged for (60) days, or anything analogous to the foregoing shall occur under the laws of any applicable jurisdiction **provided that**, save in the case of Book Entry Instruments, no such event shall constitute an Event of Default if the Trustee is satisfied that it is being contested in good faith by appropriate means by EDP B.V. (if EDP B.V. is the Issuer), EDP or the relevant Material Subsidiary, as the case may be, and EDP or such Material Subsidiary or EDP B.V., as the case may be, has been advised by recognised independent legal advisers of good repute that it is reasonable to do so; or
- (v) save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution of the Holders, either (A) EDP or any Material Subsidiary, or (B) EDP, EDP B.V. (if EDP B.V. is the Issuer) and each of their Material Subsidiaries taken as a whole, cease(s) or threaten(s) to cease to carry on the whole or a major part of the business conducted by the Group as a whole at the date on which agreement is reached to issue the first Tranche of the Instruments; or
- (vi) any authorisation, approval, consent, licence, decree, registration, publication, notarisation or other requirement of any governmental or public body or authority necessary to enable or permit EDP B.V. or EDP to comply with its obligations under the Instruments, the Trust Deed or the Keep Well Agreement or, if required for the validity or enforceability of any such obligations, is revoked,

withdrawn or withheld or otherwise fails to remain in full force and effect or any law, decree or directive of any competent authority of or in the Netherlands or Portugal is enacted or issued which materially impairs the ability or right of EDP B.V. or EDP to perform such obligations; or

- (vii) EDP shall cease to own directly or indirectly more than 50 per cent. of the issued share capital or voting rights attached thereto or similar right of ownership in any Material Subsidiary or 100 per cent. of the issued share capital or voting rights attached thereto or similar right of ownership in EDP B.V. (if EDP B.V. is the Issuer) or EDP shall cease to have direct or indirect control of any Material Subsidiary or EDP B.V.; or
- (viii) the Keep Well Agreement is terminated or any provision of the Keep Well Agreement is amended or waived in circumstances where such amendment or waiver would have, in the opinion of the Trustee, an adverse effect on the interests of the Holders or is not enforced in a timely manner by EDP B.V. or is breached by EDP **provided that** in the case of such non-enforcement or breach this has, in the opinion of the Trustee, an adverse effect on the interests of the Holders; then
 - (a) in respect of Instruments other than Book Entry Instruments, the Trustee at its discretion may, and if so requested in writing by the Holders of at least one-quarter in nominal amount of the Instruments then outstanding or if so directed by an Extraordinary Resolution of the Holders of the Instruments shall (subject in each case to being indemnified to its satisfaction), given written notice to the Issuer that the Instruments are, and they shall accordingly thereupon immediately become, due and repayable at the Early Redemption Amount (as described in Condition 7.8 (*Early Redemption Amounts*)), together with accrued interest (if any) as provided in the Trust Deed **provided that**, in the case of any Event of Default other than those described in paragraphs (i) (vi) and (vii) above, the Trustee shall have certified to the Issuer that, in its opinion, such Event of Default is materially prejudicial to the interests of the Holders; and
 - (b) in respect of Book Entry Instruments, any Book Entry Instrumentholder may give notice to the Issuer and to the Portuguese Paying Agent at their respective specified offices, effective upon the date of receipt thereof by the Portuguese Paying Agent, that the Book Entry Instruments held by such Book Entry Instrumentholders are, and they shall accordingly thereby forthwith become, immediately due and repayable at their Early Redemption Amount (as described in Condition 7.8 (*Early Redemption Amounts*)) together with accrued interest (as provided in the Interbolsa Instrument)).

In these Terms and Conditions:

"Group" means EDP and its Subsidiaries;

"Indebtedness" means, with respect to any person, any indebtedness or obligation (whether present or future, actual or contingent) created, issued, guaranteed, incurred or assumed by such person for money borrowed or raised;

"Material Subsidiary" means a Subsidiary:

- (a) whose operations include the generation and/or distribution of electricity in Portugal; and
- (b)
 - (i) at any time whose total assets, as calculated from the then latest annual financial statements, audited if prepared, of that Subsidiary (consolidated in the case of a Subsidiary which itself has subsidiaries) represent not less than 5 per cent. of the total assets of the Group (as shown in the latest audited consolidated accounts of the Group); or
 - (ii) at any time whose revenues, as calculated from the then latest annual financial statements, audited if prepared, of that Subsidiary (consolidated in the case of a Subsidiary which itself has subsidiaries) represent not less than 5 per cent. of the consolidated revenues of the Group (as shown in the latest audited consolidated accounts of the Group).

A report by the directors of EDP that in their opinion, a Subsidiary is or is not, was or was not at any particular time a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties. Such report may, if requested, be accompanied by a report from the Auditors (as defined in the Trust Deed)

addressed to the directors of EDP as to the proper extraction of figures used by the directors of EDP in determining a Material Subsidiary and as to the mathematical accuracy of the calculations; and

"**Subsidiary**" means an entity from time to time of which EDP (a) has the right to appoint the majority of the members of the board of directors or similar board or (b) owns directly or indirectly more than 50 per cent. of the share capital or similar right of ownership.

11. **Enforcement**

In the case of Instruments other than Book Entry Instruments, the Trustee may, at its discretion and without further notice, take such proceedings against the Issuer as it may think fit to enforce the obligations of the Issuer under the Trust Deed and the Instruments and any related Receipts or Coupons or the obligations of EDP under the Keep Well Agreement, but it shall not be bound to take any such proceedings or any other action unless (a) it shall have been so directed by an Extraordinary Resolution of the Holders or so requested in writing by the Holders of at least one-quarter in nominal amount of the Instruments outstanding and (b) it shall have been indemnified to its satisfaction. In the case of Book Entry Instruments, the Trustee may at any time, at its discretion and without notice, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce the obligations of the Issuer in respect of the covenants granted to the Trustee by the Issuer under the Conditions or the Trust Deed, however the Trustee shall in no circumstances be bound to do so. No Holder, save for a Book Entry Instrumentholder, shall be entitled to proceed directly against the Issuer or to take proceedings to enforce the Keep Well Agreement unless the Trustee, having become bound so to do, fails or unable to do so within 60 days and such failure or inability is continuing, **provided that** in the case of Book Entry Instruments, the Trustee may not but the holders thereof may at any time take such proceedings against the Issuer as they may think fit to enforce the provisions of the Book Entry Instruments and/or the Interbolsa Instrument.

12. **Replacement of Instruments, Receipts, Coupons and Talons**

Should any Instrument (other than a Book Entry Instrument), Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of any Paying Agent 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 Instruments, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

13. **Paying Agents**

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the Final Terms.

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

- (a) there will at all times be an Issue and Paying Agent and, in respect of Registered Instruments, a Registrar;
- (b) so long as the Instruments are listed, traded and/or quoted by or on any listing authority, stock exchange and/or quotation system, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant listing authority, stock exchange and/or quotation system;
- (c) there will at all times be a Paying Agent in jurisdiction within Europe other than the relevant Tax Jurisdiction; and
- (d) there will at all times be a Paying Agent in Portugal capable of making payment in respect of the Book Entry Instruments as contemplated by these terms and conditions of the Instruments, the Agency Agreement and applicable Portuguese law and regulation.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6 (*Payments*). 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 Holders in accordance with Condition 15 (*Notices*).

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, in certain limited circumstances, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Holders. The Agency Agreement contains provisions permitting any entity into which any Paying 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 paying agent.

14. **Exchange of Talons**

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

15. **Notices**

15.1 *Bearer Instruments*: All notices regarding Bearer Instruments which are not admitted to trading on Euronext Dublin will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that such publication will be made in the *Financial Times* in London and, for so long as the Instruments are admitted to trading on Euronext Dublin and the rules of that exchange so require, through the Companies Announcement Office of Euronext Dublin. Any such notice will be deemed to have been given on the date of the first publication.

15.2 *Notices to Holders of Registered Instruments*: Notices to Holders of Registered Instruments will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth weekday after the date of such mailing or, if posted from another country, on the fifth such day.

15.3 *Book Entry Instruments*: The Issuer shall comply with Portuguese law in respect of notices relating to Book Entry Instruments.

15.4 *General*: The Issuer shall also ensure that notices are duly published and/or filed in a manner which complies with the rules and regulations of any listing authority, stock exchange and/or quotation system on which the Instruments are for the time being listed, traded and/or quoted.

15.5 *Publication not practicable*: If publication as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

15.6 *Notices from Holders*: Notices to be given by any Holder shall be in writing and given by lodging the same, together with the relative Instrument or Instruments, with the Issue and Paying Agent.

16. **Meetings of Holders, Modification, Waiver and Substitution**

The Trust Deed and, in relation to Book Entry Instruments only, the Interbolsa Instrument contain provisions for convening meetings of the Holders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Instruments, the Receipts, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer if required in writing by Holders holding not less than ten per cent. in nominal amount of the Instruments 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 more than 50 per cent. in nominal amount of the Instruments for the time being outstanding, or at any adjourned meeting one or more persons being or representing Holders whatever the nominal amount of the Instruments so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Instruments, the Receipts, the Coupons or the Trust Deed (including modifying the date of maturity of the Instruments 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 Instruments or altering the currency of payment of the Instruments, the Receipts or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Instruments 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 Instruments for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Holders shall be binding on all the Holders, whether or not they are present at the meeting.

The Trustee may agree, without the consent of the Holders, to:

- (a) any modification of the Instruments, the Receipts, the Coupons or the Trust Deed which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Holders; or
- (b) any modification of the Instruments, the Receipts, the Coupons or the Trust Deed which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

The Trustee may also, without any consent as aforesaid, determine that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such which, in any such case, is not in the opinion of the Trustee, materially prejudicial to the interests of the Holders.

Any such modification, waiver, authorisation or determination shall be binding on the Holders and, unless the Trustee agrees otherwise, any such modification shall be notified to the Holders in accordance with Condition 15 (*Notices*) as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities or discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Holders as a class but shall not have regard to any interests arising from circumstances particular to individual Holders (whatever their number) and, in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Holders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Holder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Holders except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

The Trustee may, without the consent of the Holders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Instruments, the Receipts, the Coupons and the Trust Deed of another company, being a Subsidiary of the Issuer, subject to (a) the Instruments being unconditionally and irrevocably guaranteed by the Issuer or having the benefit of a Keep Well Agreement by EDP on the same basis as that on which they had such benefit immediately prior to the substitution, or the substitute Issuer is EDP (b) the Trustee being satisfied that the interests of the Holders will not be materially prejudiced by the substitution and (c) certain other conditions set out in the Trust Deed being complied with.

In addition, the Trustee shall be obliged in certain circumstances to concur with the Issuer in using its reasonable endeavours to effect any Benchmark Amendments on the basis set out in Condition 5.4 without the consent or approval of the Holders of the relevant Instruments or Coupons subject to the provisions therewith.

17. **Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Holders to create and issue further Instruments having terms and conditions the same as the Instruments 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 Instruments. The Trust Deed and, in relation to Book Entry Instruments only, the Interbolsa Instrument contain provisions for convening a single meeting of the Holders and the holders of instruments of other series in certain circumstances where the Trustee so decides.

18. **Indemnification of Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from any obligation to take proceedings to enforce repayment unless indemnified to its satisfaction. The Trustee may enter into business transactions with the Issuer or any person or body corporate associated with the Issuer without accounting for any profit made or benefit received.

19. **Contracts (Rights of Third Parties) Act 1999**

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

20. **Governing Law and Submission to Jurisdiction**

20.1 *Governing law:* The Trust Deed, the Interbolsa Instrument, the Agency Agreement, the Keep Well Agreement, the Instruments, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Interbolsa Instrument, the Agency Agreement, the Keep Well Agreement, the Instruments, the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law save that, with respect to Book Entry Instruments only, the form (*representação formal*) and transfer of the Instruments, creation of security over the Instruments and the Interbolsa procedures for the exercise of rights under the Book Entry Instruments are governed by, and construed in accordance with, Portuguese law.

20.2 *Submission to jurisdiction:* The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Instruments, the Receipts and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Instruments, the Receipts and/or the Coupons (a Dispute) and accordingly each of the Issuers, the Trustee and any holders of Instruments, Receipts or Coupons in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

Each of EDP B.V. and EDP irrevocably and unconditionally waived any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

To the extent allowed by law, the Trustee, the holders of Instruments, Receipts or Coupons may, in respect of any Dispute or Disputes, take: (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

20.3 *Appointment of Process Agent:* Each of EDP B.V. and EDP has in the Trust Deed appointed Law Debenture Corporate Services Limited at its registered office for the time being (being at 6 September 2019 at Fifth Floor, 100 Wood Street, London EC2V 7EX) as its agent for service of process in any proceeding and undertakes that, in the event of Law Debenture Corporate Services Limited ceasing so to act, it will appoint another person as its agent for service of process in England in respect of any Dispute. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

20.4 *Other documents:* Each of EDP and EDP B.V. has in the Agency Agreement and the Keep Well Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

SCHEDULE 2

FORMS OF GLOBAL AND DEFINITIVE INSTRUMENTS, RECEIPTS, COUPONS AND TALONS

PART 1

FORM OF TEMPORARY GLOBAL INSTRUMENT

[EDP - ENERGIAS DE PORTUGAL, S.A.
(incorporated with limited liability in the Portuguese Republic)
(the Issuer)/

EDP FINANCE B.V.
(incorporated with limited liability in The Netherlands and having its statutory seat in Amsterdam)
(the Issuer)]¹

TEMPORARY GLOBAL INSTRUMENT

This Instrument is a Temporary Global Instrument in respect of a duly authorised issue of Instruments of the Issuer (the **Instruments**) of the Aggregate Nominal Amount, Specified Currency(ies) and Specified Denomination(s) as are specified in the Final Terms applicable to the Instruments (the **Final Terms**), a copy of which is annexed hereto. References herein to the Conditions shall be to the Terms and Conditions of the Instruments as set out in Schedule 1 to the Trust Deed (as defined below) as supplemented by the Final Terms but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, the Final Terms will prevail. Words and expressions defined in the Conditions and the Trust Deed shall bear the same meanings when used in this Global Instrument. This Global Instrument is issued subject to, and with the benefit of, the Conditions and a Trust Deed dated 14 March 2001 (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) and made between EDP – Electricidade de Portugal, S.A. (now EDP - Energias de Portugal, S.A.), EDP Finance B.V. and Bankers Trustee Company Limited (now Deutsche Trustee Company Limited) as trustee for the holders of the Instruments.

The Issuer, subject as hereinafter provided and subject to and in accordance with the Conditions and the Trust Deed, promises to pay to the bearer hereof on each Instalment Date (if the Instruments are repayable in instalments) and on the Maturity Date and/or on such earlier date(s) as all or any of the Instruments represented by this Global Instrument may become due and repayable in accordance with the Conditions and the Trust Deed, the amount payable under the Conditions in respect of such Instruments on each such date and to pay interest (if any) on the nominal amount of the Instruments from time to time represented by this Global Instrument calculated and payable as provided in the Conditions and the Trust Deed together with any other sums payable under the Conditions and the Trust Deed, upon presentation and, at maturity, surrender of this Global Instrument to or to the order of the Issue and Paying Agent or any of the other Paying Agents located outside the United States, its territories and possessions (except as provided in the Conditions) from time to time appointed by the Issuer in respect of the Instruments.

If the Final Terms indicate that this Global Instrument is intended to be a New Global Note, the nominal amount of Instruments represented by this Global Instrument shall be the aggregate amount from time to time entered in the records of both Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg** and together with Euroclear, the **relevant Clearing Systems**). The records of the relevant Clearing Systems (which expression in this Global Instrument means the records that each relevant Clearing System holds for its customers which reflect the amount of each such customer's interest in the Instruments) shall be conclusive evidence of the nominal amount of Instrument represented by this Global Instrument and, for these purposes, a statement issued by a relevant Clearing System (which

¹ Delete as applicable.

statement shall be made available to the bearer upon request) stating the nominal amount of Instruments represented by this Global Instrument at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

If the Final Terms indicate that this Global Instrument is not intended to be a New Global Note, the nominal amount of the Instruments represented by this Global Instrument shall be the amount stated in the applicable Final Terms, or, if lower, the nominal amount most recently entered by or on behalf of the Issuer in the relevant column in Part 2, 3, or 4 of Schedule One hereto or in Schedule Two hereto.

On any redemption of, or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Instruments represented by this Global Instrument the Issuer shall procure that:

- (a) if the Final Terms indicates that this Global Instrument is intended to be a New Global Note, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered pro rata in the records of the relevant Clearing Systems, and, upon any such entry being made, the nominal amount of the Instruments recorded in the records of the relevant Clearing Systems and represented by this Global Instrument shall be reduced by the aggregate nominal amount of the Instruments so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid; or
- (b) if the Final Terms indicates that this Global Instrument is not intended to be a New Global Note, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in Schedule One hereto and the relevant space in Schedule One hereto recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Issuer. Upon any such redemption, payment of an instalment or purchase and cancellation, the nominal amount of this Global Instrument and the Instruments represented by this Global Instrument shall be reduced by the nominal amount of such Instruments so redeemed or purchased and cancelled or the amount of such instalment so paid.

Payments due in respect of Instruments for the time being represented by this Global Instrument shall be made to the bearer of this Global Instrument and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make entries referred to above shall not affect such discharge.

Payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will only be made to the bearer hereof to the extent that there is presented to the Issue and Paying Agent by Clearstream, Luxembourg or Euroclear a certificate to the effect that it has received from or in respect of a person entitled to a beneficial interest in a particular nominal amount of the Instruments represented by this Global Instrument (as shown by its records) a certificate of non-US beneficial ownership in the form required by it. The bearer of this Global Instrument will not (unless upon due presentation of this Global Instrument for exchange, delivery of the appropriate number of Definitive Bearer Instruments (together, if applicable, with the Receipts, Coupons and Talons appertaining thereto) or, as the case may be, Definitive Registered Instruments in or substantially in the forms set out in Part 3, Part 4, Part 5, and Part 6, or as the case may be, Part 8 of Schedule 3 to the Trust Deed) or, as the case may be, issue and delivery (or, as the case may be, endorsement) of the Permanent Global Instrument is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to receive any payment hereon due on or after the Exchange Date.

On or after the date (the **Exchange Date**) which is 40 days after the Issue Date, this Global Instrument may be exchanged (free of charge) in whole or in part for, as specified in the Final Terms, either (a) Definitive Bearer Instruments and (if applicable) Receipts, Coupons and/or Talons or Definitive Registered Instruments (on the basis that all the appropriate details have been included on the face of such Definitive Bearer Instruments and (if applicable) Receipts, Coupons and/or Talons or, as the case may be, Definitive Registered Instruments and the relevant information supplementing the Conditions appearing in the Final Terms has been endorsed on or attached to such Definitive Instruments) or (b) either (if the Final Terms

indicates that this Global Instrument is intended to be a New Global Note) interests recorded in the records of the relevant Clearing Systems in a Permanent Global Instrument or (if the Final Terms indicate that this Global Instrument is not intended to be a New Global Note) a Permanent Global Instrument, which, in either case, is in or substantially in the form set out in Part 2 of Schedule 2 to the Trust Deed (together with the Final Terms attached thereto) upon notice being given by Euroclear and/or Clearstream, Luxembourg acting on the instructions of any holder of an interest in this Global Instrument and subject, in the case of Definitive Instruments, to such notice period as is specified in the Final Terms.

If Definitive Bearer Instruments and (if applicable) Receipts, Coupons and/or Talons have already been issued in exchange for all the Instruments represented for the time being by the Permanent Global Instrument, then this Global Instrument may only thereafter be exchanged for Definitive Bearer Instruments and (if applicable) Receipts, Coupons and/or Talons pursuant to the terms hereof. This Global Instrument may be exchanged by the bearer hereof on any day (other than a Saturday or Sunday) on which banks are open for general business in London.

The Issuer shall procure that Definitive Bearer Instruments or (as the case may be) the Permanent Global Instrument shall be issued and delivered and (in the case of the Permanent Global Instrument where the Final Terms indicates that this Global Instrument is intended to be a New Global Note) interests in the Permanent Global Instrument shall be recorded in the records of the relevant Clearing Systems in exchange for only that portion of this Global Instrument in respect of which there shall have been presented to the Issue and Paying Agent by Euroclear or Clearstream, Luxembourg a certificate to the effect that it has received from or in respect of a person entitled to a beneficial interest in a particular nominal amount of the Instruments represented by this Global Instrument (as shown by its records) a certificate of non-US beneficial ownership in the form required by it.

On an exchange of the whole of this Global Instrument, this Global Instrument shall be surrendered to or to the order of the Issue and Paying Agent. The Issuer shall procure that:

- (a) if the Final Terms indicates that this Global Instrument is intended to be a New Global Note, on an exchange of the whole or part only of this Global Instrument, details of such exchange shall be entered pro rata in the records of the relevant Clearing Systems such that the nominal amount of Instruments represented by this Global Instrument shall be reduced by the nominal amount of this Global Instrument so exchanged; or
- (b) if the Final Terms indicates that this Global Instrument is not intended to be a New Global Note, on an exchange of part only of this Global Instrument details of such exchange shall be entered by or on behalf of the Issuer in Schedule Two hereto and the relevant space in Schedule Two hereto recording such exchange shall be signed by or on behalf of the Issuer, whereupon the nominal amount of this Global Instrument and the Instruments represented by this Global Instrument shall be reduced by the nominal amount of this Global Instrument so exchanged. On any exchange of this Global Instrument for a Permanent Global Instrument, details of such exchange shall be entered by or on behalf of the Issuer in Schedule Two to the Permanent Bearer Global Instrument and the relevant space in Schedule Two thereto recording such exchange shall be signed by or on behalf of the Issuer.

Until the exchange of the whole of this Global Instrument as aforesaid, the bearer hereof shall in all respects be entitled to the same benefits as if he were the bearer and absolute owner of the Instruments represented by the Global Instrument. Accordingly, except as required by applicable law or regulatory requirement, the bearer of this Global Instrument shall be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating the bearer. All payments under and to the bearer of this Global Instrument shall be valid and effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Instruments represented hereby.

Claims in respect of principal and interest in respect of this Global Instrument shall become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date.

At any meeting of Holders, the bearer of this Global Instrument shall have one vote in respect of each minimum Specified Denomination of the Instruments represented hereby.

Instruments may only be purchased by the Issuer or any of its Subsidiaries if they are purchased together with the right to receive all future payments of interest and Instalment Amounts (if any) thereon.

Any option of the Issuer provided for in the Conditions while the Instruments are represented by this Global Instrument shall be exercised by the Issuer giving notice to the Holders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Instruments drawn in the case of a partial exercise of an option and accordingly no drawing of Instruments shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Instruments, the rights of each person shown in the records of the relevant clearing system as a holder of an Instrument (an **Accountholder**) will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or any other relevant clearing system (as the case may be).

Any option of the Holders provided for in the Conditions may be exercised by the bearer of this Global Instrument giving notice to the Issue and Paying Agent within the time limits relating to the deposit of Instruments with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Instruments in respect of which the option has been exercised, and stating the principal amount of Instruments in respect of which the option is exercised and at the same time presenting this Global Instrument to the Issue and Paying Agent or to a Paying Agent acting on behalf of the Issue and Paying Agent.

So long as any Instruments are represented by this Global Instrument and this Global Instrument is held on behalf of a clearing system:

- (a) notices to the Holders may be given by delivery of the relevant notice to the clearing system for communication by it to Accountholders in substitution for publication and/or filing as required by the Conditions and any such notice shall be deemed to have been given to the Accountholders on the date of delivery to the clearing system; and
- (b) notices to be given by any Accountholder may be given to the Issue and Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Issue and Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

References herein to Euroclear and/or Clearstream, Luxembourg shall (except in the case of a NGN) be deemed to include references to any other clearing system approved by the Issuer, the Issue and Paying Agent and the Trustee.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Instrument, but this does not affect any right or remedy of any person which exists or is available apart from the Act.

This Global Instrument and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, English law and the Issuer has in the Trust Deed submitted to the jurisdiction of the courts of England for all purposes in connection with this Global Instrument.

This Global Instrument shall not be valid unless authenticated by Deutsche Bank AG, London Branch as Issue and Paying Agent and, if the Final Terms indicates that this Global Instrument is intended to be a New Global Note (i) which is intended to be held in a manner which would allow Eurosystem eligibility or (ii) in respect of which effectuation is to be applicable, effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems.

IN WITNESS whereof the Issuer has caused this Global Instrument to be signed manually or in facsimile by a person duly authorised on its behalf.

Issued as of.....

**[EDP - ENERGIAS DE PORTUGAL, S.A./
EDP FINANCE B.V.]¹**

By:
Duly Authorised

Authenticated by
Deutsche Bank AG, London Branch
as Issue and Paying Agent.

By:
Authorised Officer

*Effectuated without recourse, warranty or liability by

.....
as common safekeeper

By:

¹ Delete as applicable.

* This should only be completed where the Final Terms indicates that this Global Instrument is intended to be held in a manner which would allow Eurosystem eligibility..

PART 2

FORM OF PERMANENT GLOBAL INSTRUMENT

[ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) 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.]¹

[EDP - ENERGIAS DE PORTUGAL, S.A.

(incorporated with limited liability in the Portuguese Republic)

(the Issuer)/

EDP FINANCE B.V.

(incorporated with limited liability in The Netherlands and having its statutory seat in Amsterdam)

(the Issuer)]²

PERMANENT GLOBAL INSTRUMENT

This Instrument is a Permanent Global Instrument in respect of a duly authorised issue of Instruments of the Issuer (the **Instruments**) of the Aggregate Nominal Amount, Specified Currency(ies) and Specified Denomination(s) as are specified in the Final Terms applicable to the Instruments (the **Final Terms**), a copy of which is annexed hereto. References herein to the Conditions shall be to the Terms and Conditions of the Instruments as set out in Schedule 1 to the Trust Deed (as defined below) as supplemented by the Final Terms but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, the Final Terms will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Global Instrument. This Global Instrument is issued subject to, and with the benefit of, the Conditions and a Trust Deed dated 14 March 2001 (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) and made between EDP – Electricidade de Portugal, S.A. (now EDP - Energias de Portugal, S.A.), EDP Finance B.V and Bankers Trustee Company Limited (now Deutsche Trustee Company Limited) as trustee for the holders of the Instruments.

The Issuer, subject to and in accordance with the Conditions and the Trust Deed, promises to pay to the bearer hereof on each Instalment Date (if the Instruments are repayable in instalments) and on the Maturity Date and/or on such earlier date(s) as all or any of the Instruments represented by this Global Instrument may become due and repayable in accordance with the Conditions and the Trust Deed, the amount payable under the Conditions in respect of such Instruments on each such date and to pay interest (if any) on the nominal amount of the Instruments from time to time represented by this Global Instrument calculated and payable as provided in the Conditions and the Trust Deed together with any other sums payable under the Conditions and the Trust Deed, upon presentation and, at maturity, surrender of this Global Instrument to or to the order of the Issue and Paying Agent or any of the other Paying Agents located outside the United States, its territories and possessions (except as provided in the Conditions) from time to time appointed by the Issuer in respect of the Instruments.

If the Final Terms indicate that this Global Instrument is intended to be a New Global Note, the nominal amount of Instruments represented by this Global Instrument shall be the aggregate amount from time to time entered in the records of both Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg** and together with Euroclear, the **relevant Clearing Systems**). The records of the relevant Clearing Systems (which expression in this Global Instrument means the records that each relevant Clearing System holds for its customers which reflect the amount of each such customer's interest in

¹ This legend can be deleted if the Instruments have an initial maturity of 1 year or less.

² Delete as applicable.

the Instruments) shall be conclusive evidence of the nominal amount of Instrument represented by this Global Instrument and, for these purposes, a statement issued by a relevant Clearing System (which statement shall be made available to the bearer upon request) stating the nominal amount of Instruments represented by this Global Instrument at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

If the Final Terms indicate that this Global Instrument is not intended to be a New Global Note, the nominal amount of the Instruments represented by this Global Instrument shall be the amount stated in the applicable Final Terms, or, if lower, the nominal amount most recently entered by or on behalf of the Issuer in the relevant column in Part 2, 3, or 4 of Schedule One hereto or in Schedule Two hereto.

On any redemption of, or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Instruments represented by this Global Instrument the Issuer shall procure that:

- (a) if the Final Terms indicates that this Global Instrument is intended to be a New Global Note, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered pro rata in the records of the relevant Clearing Systems, and, upon any such entry being made, the nominal amount of the Instruments recorded in the records of the relevant Clearing Systems and represented by this Global Instrument shall be reduced by the aggregate nominal amount of the Instruments so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid; or
- (b) if the Final Terms indicates that this Global Instrument is not intended to be a New Global Note, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in Schedule One hereto and the relevant space in Schedule One hereto recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Issuer. Upon any such redemption, payment of an instalment or purchase and cancellation, the nominal amount of this Global Instrument and the Instruments represented by this Global Instrument shall be reduced by the nominal amount of such Instruments so redeemed or purchased and cancelled or the amount of such instalment so paid.

Payments due in respect of Instruments for the time being represented by this Global Instrument shall be made to the bearer of this Global Instrument and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make entries referred to above shall not affect such discharge.

If the Instruments represented by this Global Instrument were, on issue, represented by a Temporary Global Instrument then on any exchange of such Temporary Global Instrument for this Global Instrument or any part hereof, the Issuer shall procure that:

- (a) if the Final Terms indicate that this Global Instrument is intended to be a New Global Note, details of such exchange shall be entered in the records of the relevant Clearing Systems such that the nominal amount of Instruments represented by this Global Instrument shall be increased by the nominal amount of the Temporary Global Instrument so exchanged; or
- (b) if the Final Terms indicate that this Global Instrument is not intended to be a New Global Instrument, details of such exchange shall be entered by or on behalf of the Issuer in Schedule Two hereto and the relevant space in Schedule Two hereto recording such exchange shall be signed by or on behalf of the Issuer, whereupon the nominal amount of this Global Instrument and the Instruments represented by this Global Instrument shall be increased by the nominal amount of such Temporary Global Instrument so exchanged.

This Global Instrument may be exchanged (free of charge) in whole, but not in part, as specified in the Final Terms, for Definitive Bearer Instruments and (if applicable) Receipts, Coupons and/or Talons or Definitive Registered Instruments in or substantially in the forms set out in Parts III, IV, V and VI or, as the case may

be, Part 8 of Schedule 2 to the Trust Deed (on the basis that all the appropriate details have been included on the face of such Definitive Bearer Instruments and (if applicable) Receipts, Coupons and/or Talons or, as the case may be, Definitive Registered Instruments and the relevant information supplementing the Conditions appearing in the Final Terms has been endorsed on or attached to such Definitive Instruments) only:

- (a) upon not less than the period of notice specified in the Final Terms being given to the Issue and Paying Agent by Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in this Global Instrument); or
- (b) upon the occurrence of an Exchange Event.

An **Exchange Event** means:

- (i) an Event of Default has occurred; or
- (ii) if Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of legal holidays) or has announced an intention permanently to cease business or has in fact done so and, in any such case, no alternative clearing system satisfactory to the Trustee is available.

Upon the occurrence of an Exchange Event:

- (a) the Issuer will promptly give notice to Holders in accordance with Condition 15 of the occurrence of such Exchange Event; and
- (b) Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in this Global Instrument) or the Trustee may give notice to the Issue and Paying Agent requesting exchange.

Any such exchange shall occur on a date specified in the notice not later than 30 days after the date of receipt of the first relevant notice by the Issue and Paying Agent.

The first notice requesting exchange in accordance with the above provisions shall give rise to the issue of Definitive Instruments for the total nominal amount of Instruments represented by this Global Instrument.

Any such exchange as aforesaid will be made on any day other than a Saturday or a Sunday on which banks are open for business in London by the bearer of this Global Instrument.

The aggregate nominal amount of Definitive Instruments issued upon an exchange of this Global Instrument will be equal to the aggregate nominal amount of this Global Instrument. Upon exchange of this Global Instrument for Definitive Instruments, the Issue and Paying Agent shall cancel it or procure that it is cancelled.

Until the exchange of the whole of this Global Instrument as aforesaid, the bearer hereof shall in all respects be entitled to the same benefits as if he were the bearer and absolute owner of the Instruments represented by this Global Instrument. Accordingly, except as required by applicable law or regulatory requirement, the bearer of this Global Instrument shall be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating the bearer. All payments under and to the bearer of this Global Instrument shall be valid and effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Instruments represented hereby.

Claims in respect of principal and interest in respect of this Global Instrument shall become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date.

At any meeting of Holders, the bearer of this Global Instrument shall have one vote in respect of each minimum Specified Denomination of the Instruments represented hereby.

Instruments may only be purchased by the Issuer or any of its Subsidiaries if they are purchased together with the right to receive all future payments of interest and Instalment Amounts (if any) thereon.

Any option of the Issuer provided for in the Conditions while the Instruments are represented by this Global Instrument shall be exercised by the Issuer giving notice to the Holders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Instruments drawn in the case of a partial exercise of an option and accordingly no drawing of Instruments shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Instruments, the rights of each person shown in the records of the relevant clearing system as a holder of an Instrument (an **Accountholder**) will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or any other relevant clearing system (as the case may be).

Any option of the Holders provided for in the Conditions may be exercised by the bearer of this Global Instrument giving notice to the Issue and Paying Agent within the time limits relating to the deposit of Instruments with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Instruments in respect of which the option has been exercised, and stating the principal amount of Instruments in respect of which the option is exercised and at the same time presenting this Global Instrument to the Issue and Paying Agent or to a Paying Agent acting on behalf of the Issue and Paying Agent.

So long as any Instruments are represented by this Global Instrument and this Global Instrument is held on behalf of a clearing system:

- (a) notices to the Holders may be given by delivery of the relevant notice to the clearing system for communication by it to Accountholders in substitution for publication and/or filing as required by the Conditions and any such notice shall be deemed to have been given to the Accountholders on the date of delivery to the clearing system; and
- (b) notices to be given by any Accountholder may be given to the Issue and Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Issue and Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

References therein to Euroclear and/or Clearstream, Luxembourg shall (except in the case of a NGN) be deemed to include references to any other clearing system approved by the Issuer, the Issue and Paying Agent and the Trustee.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Instrument, but this does not affect any right or remedy of any person which exists or is available apart from the Act.

This Global Instrument and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, English law and the Issuer has in the Trust Deed submitted to the jurisdiction of the courts of England for all purposes in connection with this Global Instrument.

This Global Instrument shall not be valid unless authenticated by Deutsche Bank AG, London Branch as Issue and Paying Agent and, if the Final Terms indicate that this Global Instrument is intended to be a New Global Note (i) which is intended to be held in a manner which would allow Eurosystem eligibility or (ii) in

respect of which effectuation is to be applicable, effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems.

IN WITNESS whereof the Issuer has caused this Global Instrument to be signed manually or in facsimile by a person duly authorised on its behalf.

Issued as of.....

**[EDP - ENERGIAS DE PORTUGAL, S.A./
EDP FINANCE B.V.]¹**

By:

Duly Authorised

Authenticated by
Deutsche Bank AG, London Branch
as Issue and Paying Agent.

By:

Authorised Officer

*Effectuated without recourse, warranty or liability by

.....

as common safekeeper

By:

¹ Delete as applicable.

* This should only be completed where the applicable Final Terms indicates that this Global Instrument is intended to be held in a manner which would allow Eurosystem eligibility.

PART 3

FORM OF DEFINITIVE BEARER INSTRUMENT

[ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) 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.]¹

[EDP - ENERGIAS DE PORTUGAL, S.A.
(incorporated with limited liability in the Portuguese Republic)
(the Issuer)/

EDP FINANCE B.V.
(incorporated with limited liability in the Netherlands and having its statutory seat in Amsterdam)
(the Issuer)]²

**[Specified Currency and Aggregate Nominal Amount of Tranche]
INSTRUMENTS DUE
[Year of Maturity]**

This Instrument is one of a Series of Instruments of [Specified Currency(ies) and Specified Denomination(s)] each of the Issuer (**Instruments**). References herein to the Conditions shall be to the Terms and Conditions [endorsed hereon/set out in Schedule 1 to the Trust Deed (as defined below) which shall be incorporated by reference herein and have effect as if set out herein] as supplemented by the relevant information (appearing in the Final Terms (the **Final Terms**)) endorsed hereon but, in the event of any conflict between the provisions of the said Conditions and such information in the Final Terms, such information will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Instrument. This Instrument is issued subject to, and with the benefit of, the Conditions and a Trust Deed dated 14 March 2001 (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) and made between EDP – Electricidade de Portugal, S.A. (now EDP - Energias de Portugal, S.A.), EDP Finance B.V. and Bankers Trustee Company Limited (now Deutsche Trustee Company Limited) as trustee for the holders of the Instruments.

The Issuer, subject to and in accordance with the Conditions and the Trust Deed, promises to pay to the bearer hereof on [each Instalment Date and] the Maturity Date or on such earlier date as this Instrument may become due and repayable in accordance with the Conditions and the Trust Deed, the amount payable on redemption of this Instrument and to pay interest (if any) on the nominal amount of this Instrument calculated and payable as provided in the Conditions and the Trust Deed together with any other sums payable under the Conditions and the Trust Deed.

This Instrument shall not be valid unless authenticated by Deutsche Bank AG, London Branch as Issue and Paying Agent.

¹ This legend can be deleted if the Instruments have an initial maturity of 1 year or less.

² Delete as applicable.

IN WITNESS whereof this Instrument has been executed on behalf of the Issuer.

Issued as of.....

[EDP - ENERGIAS DE PORTUGAL, S.A./
EDP FINANCE B.V.]¹

By:
Duly Authorised

Authenticated by
Deutsche Bank AG, London Branch
as Issue and Paying Agent.

By:
Authorised Officer

By:
Authorised Officer

¹ Delete as applicable.

[Conditions]

[Conditions to be as set out in Schedule 1 to this Trust Deed or such other form as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s), but shall not be endorsed if not required by the relevant Stock Exchange]

Final Terms

[Insert text of the relevant information supplementing the Conditions which appears in the Final Terms relating to the Instruments]

PART 4

FORM OF RECEIPT

**[EDP - ENERGIAS DE PORTUGAL, S.A./
EDP FINANCE B.V.]¹**

**[Specified Currency and Aggregate Nominal Amount of Tranche]
INSTRUMENTS DUE
[Year of Maturity]**

Series No. []

Receipt for the sum of [] being the instalment of principal payable in accordance with the Terms and Conditions applicable to the Instrument to which this Receipt appertains (the **Conditions**) on [].

This Receipt is issued subject to and in accordance with the Conditions which shall be binding upon the holder of this Receipt (whether or not it is for the time being attached to such Instrument) and is payable at the specified office of any of the Paying Agents set out on the reverse of the Instrument to which this Receipt appertains (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Holders).

This Receipt must be presented for payment together with the Instrument to which it appertains. The Issuer shall have no obligation in respect of any Receipt presented without the Instrument to which it appertains or any unmatured Receipts.

[ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) 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.]²

¹ Delete as applicable.

² This legend can be deleted if the Instruments have an original maturity of 1 year or less.

PART 5

FORM OF COUPON

On the front:

**[EDP - ENERGIAS DE PORTUGAL, S.A./
EDP FINANCE B.V.]¹**

**[Specified Currency and Aggregate Nominal Amount of Tranche]
INSTRUMENTS DUE [Year of Maturity]**

Series No. []

[Coupon appertaining to an Instrument in the denomination of [Specified Currency and Specified Denomination]]²

Part A

[For Fixed Rate Instruments:

This Coupon is payable to bearer, separately negotiable and subject to the Terms and Conditions of the said Instruments. Coupon for [] due on [], []

Part B

[For Floating Rate Instruments:

Coupon for the amount due in accordance with the Terms and Conditions endorsed on, attached to or incorporated by reference into the said Instruments on [the Interest Payment Date falling in [] []/[]].

This Coupon is payable to bearer, separately negotiable and subject to such Terms and Conditions, under which it may become void before its due date.]

[ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) 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.]³

¹ Delete as applicable.

² Delete where the Instruments are all of the same denomination.

³ This legend can be deleted if the Instruments have an original maturity of 1 year or less.

PART 6

FORM OF TALON

On the front:

**[EDP - ENERGIAS DE PORTUGAL, S.A./
EDP FINANCE B.V.]¹**

**[Specified Currency and Nominal Amount of Tranche]
INSTRUMENTS DUE
[Year of Maturity]**

Series No. []

[Talon appertaining to an Instrument in the denomination of [Specified Currency and Specified Denomination]]².

On and after [] further Coupons [and a further Talon]³ appertaining to the Instrument to which this Talon appertains will be issued at the specified office of any of the Paying Agents set out on the reverse hereof (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Holders) upon production and surrender of this Talon.

This Talon may, in certain circumstances, become void under the Terms and Conditions endorsed on the Instrument to which this Talon appertains.

[ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) 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.]⁴

¹ Delete as applicable.

² Delete where the Instruments are all of the same denomination.

³ Not required on last Coupon sheet.

⁴ This legend can be deleted if the Instruments have an original maturity of 1 year or less.

On the back of Receipts, Coupons and Talons:

ISSUE AND PAYING AGENT

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

PAYING AGENT

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg

PART 7

FORMS OF REGISTERED GLOBAL INSTRUMENT

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. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE INSTRUMENTS OF THE TRANCHE OF WHICH THIS NOTE FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

[EDP - ENERGIAS DE PORTUGAL, S.A.

(incorporated with limited liability in the Portuguese Republic)

(the Issuer)/

EDP FINANCE B.V.

(incorporated with limited liability in The Netherlands and having its statutory seat in Amsterdam)

(the Issuer)]¹

REGISTERED GLOBAL INSTRUMENT

The Issuer hereby certifies that the person whose name is entered in the Register is the registered holder of the aggregate Nominal Amount of [] of a duly authorised issue of Instruments of the Issuer (the **Instruments**) of the Specified Currency and Specified Denomination(s) specified in the Final Terms applicable to the Instruments (the **Final Terms**), a copy of which is annexed hereto. References herein to the Conditions shall be to the Conditions of the Instruments as set out in Schedule 1 to the Trust Deed (as defined below) as supplemented by the Final Terms but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, such information will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Global Instrument. This Global Instrument is issued subject to, and with the benefit of, the Conditions and a Trust Deed dated 14 March 2001 (as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) and made between EDP – Electricidade de Portugal, S.A. (now EDP - Energias de Portugal, S.A.), EDP Finance B.V. and Bankers Trustee Company Limited (now Deutsche Trustee Company Limited) as trustee for the holders of the Instruments.

The Issuer, subject to and in accordance with the Conditions and the Trust Deed, agrees to pay to such registered holder on each Instalment Date (if the Instruments are repayable in instalments) and on the Maturity Date and/or on such earlier date(s) as all or any of the Instruments represented by this Global Instrument may become due and repayable in accordance with the Conditions and the Trust Deed, the amount payable under the Conditions in respect of such Instruments on each such date and to pay interest (if any) on the nominal amount of the Instruments from time to time represented by this Global Instrument calculated and payable as provided in the Conditions and the Trust Deed together with any other sums payable under the Conditions and the Trust Deed, upon presentation and, at maturity, surrender of this

¹ Delete as applicable

Global Instrument at the specified office of the Registrar at 2 Boulevard Konrad Adenauer, L-1115 Luxembourg or such other specified office as may be specified for this purpose in accordance with the Conditions. On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Instruments represented by this Global Instrument details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in the Schedule hereto and the relevant space in the Schedule hereto recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Issuer. Upon any such redemption or purchase and cancellation the nominal amount of this Global Instrument and the Instruments held by the registered holder hereof shall be reduced by the nominal amount of such Instruments so redeemed or purchased and cancelled. The nominal amount of this Global Instrument and of the Instruments held by the registered holder hereof following any such redemption or purchase and cancellation as aforesaid or any transfer or exchange as referred to below shall be the nominal amount most recently entered in the relevant column in Part 2 or 3 of the Schedule hereto.

This Global Instrument may be exchanged (free of charge) in whole, but not in part, as specified in the Final Terms, for Definitive Registered Instruments in or substantially in the form set out in Part 8 of Schedule 2 to the Trust Deed (on the basis that all the appropriate details have been included on the face of such Definitive Registered Instruments and the relevant information supplementing the Conditions appearing in the Final Terms has been endorsed on or attached to such Definitive Registered Instruments) only:

- (a) upon not less than the period of notice specified in the Final Terms being given to the Issue and Paying Agent by Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**) (acting on the instructions of any holder of an interest in this Global Instrument); or
- (b) upon the occurrence of an Exchange Event.

An **Exchange Event** means:

- (i) an Event of Default has occurred; or
- (ii) if Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of legal holidays) or has announced an intention permanently to cease business or has in fact done so and, in any such case, no alternative clearing system satisfactory to the Trustee is available.

Upon the occurrence of an Exchange Event:

- (a) the Issuer will promptly give notice to Holders in accordance with Condition 15 of the occurrence of such Exchange Event; and
- (b) Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in this Global Instrument) or the Trustee may give notice to the Issue and Paying Agent requesting exchange.

Any such exchange shall occur on a date specified in the notice not later than 30 days after the date of receipt of the first relevant notice by the Issue and Paying Agent.

The first notice requesting exchange in accordance with the above provisions shall give rise to the issue of Definitive Registered Instruments for the total nominal amount of Instruments represented by this Global Instrument.

Any such exchange as aforesaid will be made upon presentation of this Global Instrument by the bearer hereof on any day (other than a Saturday or Sunday) on which banks are open for business in London at the office of the Issue and Paying Agent specified above.

The aggregate nominal amount of Definitive Registered Instruments issued upon an exchange of this Global Instrument will be equal to the aggregate nominal amount of this Global Instrument. Upon exchange of this Global Instrument for Definitive Registered Instruments, the Issue and Paying Agent shall cancel it or procure that it is cancelled.

Until the exchange of the whole of this Global Instrument as aforesaid, the registered holder hereof shall in all respects be entitled to the same benefits as if he were the registered holder and absolute owner of the Instrument represented by this Global Instrument. Accordingly, except as required by applicable law or regulatory requirement, the bearer of this Global Instrument shall be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating the bearer. All payments under and to the bearer of this Global Instrument shall be valid and effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Instrument represented hereby.

Claims in respect of principal and interest in respect of this Global Instrument shall become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date.

At any meeting of Holders, the bearer of this Global Instrument shall have one vote in respect of each minimum Specified Denomination of the Instruments represented hereby.

Instruments may only be purchased by the Issuer or any of its Subsidiaries if they are purchased together with the right to receive all future payments of interest and Instalment Amounts (if any) thereon.

Any option of the Issuer provided for in the Conditions while the Instruments are represented by this Global Instrument shall be exercised by the Issuer giving notice to the Holders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Instruments drawn in the case of a partial exercise of an option and accordingly no drawing of Instruments shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Instruments, the rights of each person shown in the records of the relevant clearing system as a holder of an Instrument (an **Accountholder**) will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or any other relevant clearing system (as the case may be).

Any option of the Holders provided for in the Conditions may be exercised by the bearer of this Global Instrument giving notice to the Issue and Paying Agent within the time limits relating to the deposit of Instruments with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Instruments in respect of which the option has been exercised, and stating the principal amount of Instruments in respect of which the option is exercised and at the same time presenting this Global Instrument to the Issue and Paying Agent or to a Paying Agent acting on behalf of the Issue and Paying Agent.

So long as any Instruments are represented by this Global Instrument and this Global Instrument is held on behalf of a clearing system:

- (a) notices to the Holders may be given by delivery of the relevant notice to the clearing system for communication by it to Accountholders in substitution for publication and/or filing as required by the Conditions and any such notice shall be deemed to have been given to the Accountholders on the date of delivery to the clearing system; and

(b) notices to be given by any Accountholder may be given to the Issue and Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Issue and Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Instrument, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This Global Instrument and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, English law and the Issuer has in the Trust Deed submitted to the jurisdiction of the courts of England for all purposes in connection with this Global Instrument.

This Global Instrument shall not be valid unless authenticated for and on behalf of Deutsche Bank Luxembourg S.A. as Registrar and, if the applicable Final Terms indicates that this Global Instrument is intended to be held under the New Safekeeping Structure, effectuated by the entity appointed as common safekeeper by Euroclear or Clearstream, Luxembourg.

IN WITNESS whereof the Issuer has caused this Global Instrument to be signed manually or in facsimile by a person duly authorised on its behalf.

**[EDP - ENERGIAS DE PORTUGAL, S.A./
EDP FINANCE B.V.]¹**

By:
Duly Authorised

Authenticated for and on behalf of
Deutsche Bank Luxembourg S.A.
as Registrar

By:
Authorised Officer

By:
Authorised Officer

²Effectuated without recourse, warranty or liability

By:
as common safekeeper

By:

¹ Delete as applicable.

² This should only be completed where the Final Terms indicates that this Global Instrument is intended to be held under the New Safekeeping Structure.

PART 8

FORM OF DEFINITIVE REGISTERED INSTRUMENT

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. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE INSTRUMENTS OF THE TRANCHE OF WHICH THIS INSTRUMENT FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

[EDP - ENERGIAS DE PORTUGAL, S.A.
(incorporated with limited liability in the Portuguese Republic)
(the Issuer)/

EDP FINANCE B.V.
(incorporated with limited liability in the Netherlands and having its statutory seat in Amsterdam)
(the Issuer)]¹

This Instrument is one of a Series of Instruments of [Specified Currency(ies) and Specified Denomination(s)] each of the Issuer. References herein to the Conditions shall be to the Terms and Conditions [endorsed hereon/set out in Schedule 1 to the Trust Deed (as defined below) which shall be incorporated by reference herein and have effect as if set out hereon] as supplemented by the relevant information (appearing in the Final Terms (the **Final Terms**)) endorsed hereon but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, such information will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Instrument. This Instrument is issued subject to, and with the benefit of, the Conditions and a Trust Deed dated 14 March 2001 (as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) and made between EDP – Electricidade de Portugal, S.A. (now EDP - Energias de Portugal, S.A.), EDP Finance B.V. and Bankers Trustee Company Limited (now Deutsche Trustee Company Limited) as trustee for the holders of the Instruments.

THIS IS TO CERTIFY that [] is/are the registered holder(s) of one of the above-mentioned Instruments and is/are entitled on each Instalment Date (if this Instrument is repayable in instalments) and on the Maturity Date or on such earlier date as this Instrument may become due and repayable in accordance with the Conditions and the Trust Deed, to the amount payable on redemption of this Instrument and to receive interest (if any) on the nominal amount of this Instrument calculated and payable as provided in the Conditions and the Trust Deed together with any other sums payable under the Conditions and the Trust Deed.

This Instrument shall not be valid unless authenticated for and on behalf of Deutsche Bank Luxembourg S.A. as Registrar.

¹ Delete as applicable.

IN WITNESS whereof this Instrument has been executed on behalf of the Issuer.

[EDP - ENERGIAS DE PORTUGAL, S.A./
EDP FINANCE B.V.]¹

By:

Duly Authorised

Authenticated for and on behalf of
Deutsche Bank Luxembourg S.A.
as Registrar

By:

Authorised Officer

By:

Authorised Officer

¹ Delete as applicable.

- FORM OF TRANSFER OF REGISTERED INSTRUMENT -

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) to

.....
.....
.....

(Please print or type name and address (including postal code) of transferee)

[Specified Currency][] nominal amount of this Instrument and all rights hereunder, hereby irrevocably constituting and appointing as attorney to transfer such nominal amount of this Instrument in the register maintained by [EDP - ENERGIAS DE PORTUGAL, S.A./EDP FINANCE B.V.]¹ with full power of substitution.

Signature(s)
.....

Date:.....

N.B.: This form of transfer must be accompanied by such documents, evidence and information as may be required pursuant to the Conditions and must be executed under the hand of the transferor or, if the transferor is a corporation, either under its common seal or under the hand of two of its officers duly authorised in writing and, in such latter case, the document so authorising such officers must be delivered with this form of transfer.

¹ Delete as applicable.

[Conditions]

[Conditions to be as set out in Schedule 1 to this Trust Deed or such other form as may be agreed between the relevant Issuer, the Issue and Paying Agent, the Trustee and the relevant Dealer(s), but shall not be endorsed if not required by the relevant Stock Exchange]

Final Terms

[Insert relevant information supplementing the Conditions which appear in the Final Terms relating to the Instruments]

SCHEDULE 3

PROVISIONS FOR MEETINGS OF HOLDERS

1. (a) As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:
 - (i) **meeting** shall mean a meeting of Holders (other than holders of Book Entry Instruments);
 - (ii) **voting certificate** shall mean an English language certificate issued by a Paying Agent and dated in which it is stated:
 - (A) that on the date thereof Bearer Instruments (whether in definitive form or represented by a Global Instrument and not being Bearer Instruments in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjourned such meeting) were deposited with such Paying Agent or (to the satisfaction of such Paying Agent) were held to its order or under its control or blocked in an account with a clearing system and that no such Bearer Instruments will cease to be so deposited or held or blocked until the first to occur of:
 - I. the conclusion of the meeting specified in such certificate or, if later, of any adjourned such meeting; and
 - II. the surrender of the certificate to the Paying Agent who issued the same; and
 - (B) that the bearer thereof is entitled to attend and vote at such meeting and any adjourned such meeting in respect of the Bearer Instruments represented by such certificate;
 - (iii) **block voting instruction** shall mean an English language document issued by a Paying Agent and dated in which:
 - (A) it is certified that Bearer Instruments (whether in definitive form or represented by a Global Instrument and not being Bearer Instruments in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction and any adjourned such meeting) have been deposited with such Paying Agent or (to the satisfaction of such Paying Agent) were held to its order or under its control or blocked in an account with a clearing system and that no such Bearer Instruments will cease to be so deposited or held or blocked until the first to occur of:
 - I. the conclusion of the meeting specified in such document or, if later, of any adjourned such meeting; and
 - II. the surrender to the Paying Agent not less than 48 hours before the time for which such meeting or any adjourned such meeting is convened of the receipt issued by such Paying Agent in respect of each such deposited Bearer Instrument which is to be released or (as

the case may require) the Bearer Instrument or Bearer Instruments ceasing with the agreement of the Paying Agent to be held to its order or under its control or so blocked and the giving of notice by the Paying Agent to the relevant Issuer in accordance with paragraph 17 hereof of the necessary amendment to the block voting instruction;

- (B) it is certified that each holder of such Bearer Instruments or a duly authorised agent on his behalf has instructed such Paying Agent that the vote(s) attributable to the Bearer Instrument or Bearer Instruments so deposited or held or blocked should be cast in a particular way in relation to the resolution or resolutions to be put to such meeting or any adjourned such meeting and that all such instructions are during the period commencing 48 hours prior to the time for which such meeting or any adjourned such meeting is convened and ending at the conclusion or adjournment thereof neither revocable nor capable of amendment;
 - (C) the aggregate nominal amount of the Bearer Instruments so deposited or held or blocked are listed distinguishing with regard to each such resolution between those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
 - (D) one or more persons named in such document (each hereinafter called a **proxy**) is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Bearer Instruments so listed in accordance with the instructions referred to in (C) above as set out in such document;
- (iv) **24 hours** shall mean a period of 24 hours including all or part of a day upon which banks are open for business in both the place where the relevant meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business in all of the places as aforesaid; and
 - (v) **48 hours** shall mean a period of 48 hours including all or part of two days upon which banks are open for business both in the place where the relevant meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of two days upon which banks are open for business in all of the places as aforesaid.
- (b) A holder of a Bearer Instrument (whether in definitive form or represented by a Global Instrument) may obtain a voting certificate in respect of such Bearer Instrument from a Paying Agent or require a Paying Agent to issue a block voting instruction in respect of such Bearer Instrument by depositing such Bearer Instrument with such Paying Agent or (to the satisfaction of such Paying Agent) by such Instrument being held to its order or under its control or being blocked in an account with a clearing system, in each case not less than 48 hours before the time fixed for the relevant meeting and on the terms set out in subparagraph 1(a)(ii)(A) or 1(a)(iii)(A) above (as the case may be), and (in the case of a block voting instruction) instructing such Paying Agent to the effect set out in

subparagraph 1(a)(iii)(B) above. The holder of any voting certificate or the proxies named in any block voting instruction shall for all purposes in connection with the relevant meeting or adjourned meeting of Holders be deemed to be the holder of the Bearer Instruments to which such voting certificate or block voting instruction relates and the Paying Agent with which such Bearer Instruments have been deposited or the person holding the same to the order or under the control of such Paying Agent or the clearing system in which such Bearer Instruments have been blocked shall be deemed for such purposes not to be the holder of those Bearer Instruments.

- (c)
 - (i) A holder of Registered Instruments (whether in definitive form or represented by a Global Instrument) may, by an instrument in writing in the English language (a **form of proxy**) signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the specified office of the Registrar not less than 48 hours before the time fixed for the relevant meeting, appoint any person (a **proxy**) to act on his or its behalf in connection with any meeting of the Holders and any adjourned such meeting.
 - (i) Any holder of Registered Instruments (whether in definitive form or represented by a Global Instrument) which is a corporation may by resolution of its directors or other governing body authorise any person to act as its representative (a **representative**) in connection with any meeting of the Holders and any adjourned such meeting.
 - (ii) Any proxy appointed pursuant to subparagraph (i) above or representative appointed pursuant to subparagraph (ii) above shall so long as such appointment remains in force be deemed, for all purposes in connection with the relevant meeting or adjourned meeting of the Holders, to be the holder of the Registered Instruments to which such appointment relates and the holder of the Registered Instruments shall be deemed for such purposes not to be the holder.
- 2. The relevant Issuer or the Trustee may at any time and the relevant Issuer shall upon a requisition in writing in the English language signed by the holders of not less than one-tenth in nominal amount of the Instruments for the time being outstanding convene a meeting of the Holders and if the relevant Issuer makes default for a period of seven days in convening such a meeting the same may be convened by the Trustee or the requisitionists. Every such meeting shall be held at such time and place as the Trustee may appoint or approve.
- 3. At least 21 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is to be held) specifying the place, day and hour of meeting shall be given to the holders of the relevant Instruments prior to any meeting of such holders in the manner provided by Condition 15. Such notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting thereby convened but (except for an Extraordinary Resolution) it shall not be necessary to specify in such notice the terms of any resolution to be proposed. Such notice shall include statements, if applicable, to the effect that (i) Bearer Instruments may, not less than 48 hours before the time fixed for the meeting, be deposited with Paying Agents or (to their satisfaction) held to their order or under their control or blocked in an account with a clearing system for the purpose of obtaining voting certificates or appointing proxies and (ii) the holders of Registered Instruments may appoint proxies by executing and delivering a form of proxy in the English language to the specified office of the Registrar or any Transfer Agent not less than 48 hours before the time fixed for the meeting or, in the case of corporations, may appoint representatives by resolution of their directors or other governing body. A copy of the notice shall be sent by post to the Trustee (unless the meeting is convened by the Trustee) and to the relevant Issuer (unless the meeting is convened by the relevant Issuer).

4. A person (who may but need not be a Holder) nominated in writing by the Trustee shall be entitled to take the chair at the relevant meeting or adjourned meeting but if no such nomination is made or if at any meeting or adjourned meeting the person nominated shall not be present within 15 minutes after the time appointed for holding the meeting or adjourned meeting the Holders present shall choose one of their number to be Chairman, failing which the relevant Issuer may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.
5. At any such meeting one or more persons present holding Definitive Instruments or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-twentieth of the nominal amount of the Instruments for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of the relevant business. The quorum at any such meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more persons present holding Definitive Instruments or voting certificates or being proxies or representatives and holding or representing in the aggregate more than 50 per cent. in nominal amount of the Instruments for the time being outstanding PROVIDED THAT at any meeting the business of which includes any of the following matters (each of which shall, subject only to Clauses 15 and 19.2 of this Trust Deed, only be capable of being effected after having been approved by Extraordinary Resolution) namely:
 - (a) reduction or cancellation of the amount payable or, where applicable, modification, except where such modification is in the opinion of the Trustee bound to result in an increase, of the method of calculating the amount payable or modification of the date of payment or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of the Instruments;
 - (b) alteration of the currency in which payments under the Instruments, Receipts and Coupons are to be made;
 - (c) alteration of the majority required to pass an Extraordinary Resolution;
 - (d) the sanctioning of any such scheme or proposal as is described in paragraph 18(i) below; and
 - (e) alteration of this proviso or the proviso to paragraph 6 below,

the quorum shall be one or more persons present holding Definitive Instruments or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than two-thirds of the nominal amount of the Instruments for the time being outstanding.

6. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any such meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened upon the requisition of Holders be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if such day is a public holiday the next succeeding business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall stand adjourned for such period, being not less than 13 clear days nor more than 42 clear days, and to such place as may be appointed by the Chairman either at or subsequent to such meeting and approved by the Trustee). If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either (with the approval of the

Trustee) dissolve such meeting or adjourn the same for such period, being not less than 13 clear days (but without any maximum number of clear days), and to such place as may be appointed by the Chairman either at or subsequent to such adjourned meeting and approved by the Trustee, and the provisions of this sentence shall apply to all further adjourned such meetings. At any adjourned meeting one or more persons present holding Definitive Instruments or voting certificates or being proxies or representatives (whatever the nominal amount of the Instruments so held or represented by them) shall (subject as provided below) form a quorum and shall have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present PROVIDED THAT at any adjourned meeting the quorum for the transaction of business comprising any of the matters specified in the proviso to paragraph 5 above shall be one or more persons present holding Definitive Instruments or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the nominal amount of the Instruments for the time being outstanding.

7. Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 3 above and such notice shall state the relevant quorum. Subject as aforesaid it shall not be necessary to give any notice of an adjourned meeting.
8. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Holder or as a holder of a voting certificate or as a proxy or as a representative.
9. At any meeting unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, the relevant Issuer, the Trustee or any person present holding a Definitive Instrument or a voting certificate or being a proxy or a representative (whatever the nominal amount of the Instruments so held or represented by him) a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
10. Subject to paragraph 12 below, if at any such meeting a poll is so demanded it shall be taken in such manner and subject as hereinafter provided either at once or after an adjournment as the Chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.
11. The Chairman may with the consent of (and shall if directed by) any such meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.
12. Any poll demanded at any such meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.
13. The Trustee and its lawyers and any director, officer or employee of a corporation being a trustee of these presents and any director or officer of the relevant Issuer and its or their lawyers and any other person authorised so to do by the Trustee may attend and speak at any meeting. Save as aforesaid, but without prejudice to the proviso to the definition of **outstanding** in Clause 1 of this Trust Deed, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of Holders or join with others in requesting the convening of such a meeting or to exercise the rights

conferred on Holders by Conditions 10, 11 and 16 unless he either produces the Definitive Instrument or Definitive Instruments of which he is the holder or a voting certificate or is a proxy or a representative. No person shall be entitled to vote at any meeting in respect of Instruments held by, for the benefit of, or on behalf of, EDP, BV or any holding company of EDP or any other Subsidiary. Nothing herein shall prevent any of the proxies named in any block voting instruction or form of proxy from being a director, officer or representative of or otherwise connected with the relevant Issuer.

14. Subject as provided in paragraph 13 hereof at any meeting:
 - (a) on a show of hands every person who is present in person and produces a Definitive Instrument or voting certificate or is a proxy or a representative shall have one vote; and
 - (b) on a poll every person who is so present shall have one vote in respect of each euro 1.00 or such other euro amount as the Trustee may in its absolute discretion stipulate (or, in the case of meetings of holders of Instruments denominated in another currency, such amount in such other currency as the Trustee in its absolute discretion may stipulate) in nominal amount of the Definitive Instruments so produced or represented by the voting certificate so produced or in respect of which he is a proxy or a representative.

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

15. The proxies named in any block voting instruction or form of proxy need not be Holders.
16. Each block voting instruction together (if so requested by the Trustee) with proof satisfactory to the Trustee of its due execution on behalf of the relevant Paying Agent and each form of proxy shall be deposited by the relevant Paying Agent or, as the case may be, by the Registrar or the relevant Transfer Agent at such place as the Trustee shall approve not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction or form of proxy propose to vote and in default the block voting instruction or form of proxy shall not be treated as valid unless the Chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. A notarially certified copy of each block voting instruction or form of proxy shall, if the Trustee so requires, be deposited with the Trustee before the commencement of the meeting or adjourned meeting but the Trustee shall not thereby be obliged to investigate or be concerned with the validity of or the authority of the proxies named in any such block voting instruction or form of proxy.
17. Any vote given in accordance with the terms of a block voting instruction or form of proxy shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or form of proxy or of any of the relevant Holders' instructions pursuant to which it was executed provided that no intimation in writing of such revocation or amendment shall have been received from the relevant Paying Agent by the relevant Issuer at its registered office (or such other place as may have been required or approved by the Trustee for the purpose) by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction or form of proxy is to be used.
18. A meeting of the Holders shall in addition to the powers hereinbefore given have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in paragraphs 5 and 6 above) namely:

- (a) Power to sanction any compromise or arrangement proposed to be made between either or both of the Issuers, the Trustee, any Appointee and the Holders, Receiptholders and Couponholders or any of them.
 - (b) Power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Trustee, any Appointee, the Holders, the Receiptholders, Couponholders, or either or both of the Issuers against any other or others of them or against any of their property whether such rights shall arise under these presents or otherwise.
 - (c) Power to assent to any modification of the provisions of these presents which shall be proposed by either or both of the Issuers, the Trustee or any Holder.
 - (d) Power to give any authority or sanction which under the provisions of these presents is required to be given by Extraordinary Resolution.
 - (e) Power to appoint any persons (whether Holders or not) as a committee or committees to represent the interests of the Holders and to confer upon such committee or committees any powers or discretions which the Holders could themselves exercise by Extraordinary Resolution.
 - (f) Power to approve of a person to be appointed a trustee and power to remove any trustee or trustees for the time being of these presents.
 - (g) Power to discharge or exonerate the Trustee and/or any Appointee from all liability in respect of any act or omission for which the Trustee and/or such Appointee may have become responsible under these presents.
 - (h) Power to authorise the Trustee and/or any Appointee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution.
 - (i) Power to sanction any scheme or proposal for the exchange or sale of the Instruments for or the conversion of the Instruments into or the cancellation of the Instruments in consideration of shares, stock, instruments, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of either of the Issuers or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, instruments, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash.
19. Any resolution passed at a meeting of the Holders duly convened and held in accordance with these presents shall be binding upon all the Holders whether present or not present at such meeting and whether or not voting and upon all Receiptholders and Couponholders and each of them shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof. Notice of the result of the voting on any resolution duly considered by the Holders shall be published in accordance with Condition 15 by the relevant Issuer within 14 days of such result being known PROVIDED THAT the non-publication of such notice shall not invalidate such result.
20. The expression **Extraordinary Resolution** when used in these presents means (a) a resolution passed at a meeting of the Holders duly convened and held in accordance with these presents by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll; or (b) a resolution in writing signed by or on behalf of all the Holders, which resolution

in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Holders.

21. Minutes of all resolutions and proceedings at every meeting of the Holders shall be made and entered in books to be from time to time provided for that purpose by the relevant Issuer and any such minutes as aforesaid if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings transacted shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed or transacted.
 22. (a) If and whenever the relevant Issuer shall have issued and have outstanding Instruments of more than one Series the foregoing provisions of this Schedule shall have effect subject to the following modifications:
 - (i) a resolution which in the opinion of the Trustee affects the Instruments of only one Series shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Instruments of that Series;
 - (ii) a resolution which in the opinion of the Trustee affects the Instruments of more than one Series but does not give rise to a conflict of interest between the holders of Instruments of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Instruments of all the Series so affected;
 - (iii) a resolution which in the opinion of the Trustee affects the Instruments of more than one Series and gives or may give rise to a conflict of interest between the holders of the Instruments of one Series or group of Series so affected and the holders of the Instruments of another Series or group of Series so affected shall be deemed to have been duly passed only if passed at separate meetings of the holders of the Instruments of each Series or group of Series so affected; and
 - (iv) to all such meetings all the preceding provisions of this Schedule shall *mutatis mutandis* apply as though references therein to Instruments and Holders were references to the Instruments of the Series or group of Series in question or to the holders of such Instruments, as the case may be.
 - (b) If the relevant Issuer shall have issued and have outstanding Instruments which are not denominated in euro in the case of any meeting of holders of Instruments of more than one currency the nominal amount of such Instruments shall (i) for the purposes of paragraph 2 above be the equivalent in euro at the spot rate of a bank nominated by the Trustee for the conversion of the relevant currency or currencies into euro on the seventh dealing day prior to the day on which the requisition in writing is received by the relevant Issuer and (ii) for the purposes of paragraphs 5, 6 and 14 above (whether in respect of the meeting or any adjourned such meeting or any poll resulting therefrom) be the equivalent at such spot rate on the seventh dealing day prior to the day of such meeting. In such circumstances, on any poll each person present shall have one vote for each euro 1.00 (or such other euro amount as the Trustee may in its absolute discretion stipulate) in nominal amount of the Instruments (converted as above) which he holds or represents.
23. Subject to all other provisions of these presents the Trustee may without the consent of any of the relevant Issuer, the Holders, the Receiptholders or the Couponholders, prescribe such further regulations regarding the requisitioning and/or the holding of meetings of Holders and attendance and voting thereat as the Trustee may in its sole discretion think fit.

24. Meetings of the holders of Book Entry Instruments shall be carried out in accordance with Schedule 2 to the Interbolsa Instrument.

SIGNATORIES

EXECUTED as a **DEED** by)
EDP - ENERGIAS DE PORTUGAL, S.A.)
)
acting by)
)
acting under the authority of that company in the)
)
presence of:)
)
Witness' Name:)

EXECUTED as a **DEED** by)
EDP FINANCE B.V.)
)
acting by)
)
and)
)
acting under the authority of that company)
in the presence of:)
)
Witness' Name:)

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
was affixed to this deed in the presence of:)

Allen & Overy LLP

TRUST DEED

DATED 14 March, 2001

EDP - ENERGIAS DE PORTUGAL, S.A.

and

EDP FINANCE B.V.

as Issuers

and

DEUTSCHE TRUSTEE COMPANY LIMITED

as Trustee

(as modified and restated on 6 September 2019)

relating to the €13,500,000,000 Programme for the
Issuance of Debt Instruments

SIGNATORIES TO TWENTIETH SUPPLEMENTAL TRUST DEED

EXECUTED as a **DEED** by)
EDP - ENERGIAS DE PORTUGAL, S.A.)
acting by)
acting under the authority of that company in the)
presence of:)
Witness' Name:)

EXECUTED as a **DEED** by)
EDP FINANCE B.V.)
acting by)
acting under the authority of that company)
in the presence of:)
Witness' Name:)

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
was affixed to this deed in the presence of:)
Associate Director:)
Associate Director:)

ALLEN & OVERY

Allen & Overy LLP

TWENTIETH SUPPLEMENTAL TRUST DEED

EDP - ENERGIAS DE PORTUGAL, S.A.

and

EDP FINANCE B.V.

as Issuers

and

DEUTSCHE TRUSTEE COMPANY LIMITED

as Trustee

modifying and restating the provisions of the Trust
Deed dated 14 March 2001

relating to the

€13,500,000,000

Programme for the Issuance of Debt Instruments

6 September 2019