



PROPOSED AGREEMENTS TO THE ORDINARY GENERAL SHAREHOLDERS' MEETING CALLED ON 12 AND 13 OF JUNE 2024, ON THE FIRST AND SECOND CALLS, RESPECTIVELY, APPROVED BY THE BOARD OF DIRECTORS

ITEMS RELATING TO THE FINANCIAL STATEMENTS AND CORPORATE MANAGEMENT

ITEM 1:

Review and approval, when applicable, of the individual annual accounts and management report of Sacyr, S.A. and of the consolidated financial statements and management report of Sacyr, S.A. and its subsidiaries for the business year ended on December 31st, 2023.

PROPOSED AGREEMENT:

"Approve the individual annual accounts and management report of Sacyr, S.A. and the consolidated financial statements and management report of Sacyr, S.A. and its subsidiaries, for the business year ended 31 December 2023, prepared by the Board of Directors at its meeting held on 28 February 2024."

ITEM 2:

Review and approval, when applicable, of the statement of non-financial information for the business year ended on December 31st, 2023

PROPOSED AGREEMENT:

"Approve the statement of non-financial information accompanying the Consolidated Company Management Report, including subsidiaries, for the year ended 31 December 2023, prepared by the Board of Directors at its meeting held on 28 February 2024."

ITEM 3:

Review and approval, when applicable, of the proposed application of the profit for the business ended on December 31st, 2023.

PROPOSED AGREEMENT:

"Approve, pursuant to the proposal of the Board of Directors, the registering of the positive financial results amounting to EUR 1,091,905 for the year 2023, as follows:

- To legal reserve: EUR 109,190
- To clearing negative financial results from previous years: EUR 982,715"

ITEM 4:

Review and approval, when applicable, of the corporate management and actions carried out by the Board of Directors during the business year ended on December 31st, 2023.

PROPOSED AGREEMENT:

“Approve the corporate management and actions carried out by the Board of Directors of Sacyr, S.A. during the year ended 31 December 2023.”

ITEMS RELATING TO THE BOARD OF DIRECTORS

ITEM 5: Appointment and re-election of directors.

5.1. Re-election of Mr. Francisco Javier Adroher Biosca as director, with the classification of proprietary director.

PROPOSED AGREEMENT:

“Pursuant to the proposal of the Board of Directors, after a report from its Appointments and Remuneration Committee, to reelect, and to the extent necessary appoint, for the statutory term of four years, to Mr. Francisco Javier Adroher Biosca, whose details are recorded in the Madrid Commercial Registry, as director and with the classification or category of proprietary director.”

5.2. Re-election of Mr. Luis Javier Cortés Domínguez as director, with the classification of “other external”.

PROPOSED AGREEMENT:

“Pursuant to the proposal of the Board of Directors, after a report from its Appointments and Remuneration Committee, to reelect, and to the extent necessary appoint, for the statutory term of four years, to Mr. Luís Javier Cortés Domínguez, whose details are recorded in the Madrid Commercial Registry, as director and with the classification or category of “other external.”

5.3. Appointment of Mr. Tomás Fuertes Fernández as director, with the classification of proprietary director.

PROPOSED AGREEMENT:

“Pursuant to the proposal of the Board of Directors, after a report from its Appointments and Remuneration Committee, to appoint, for the statutory term of four years, to Mr. Tomás Fuertes Fernández, whose details are recorded in the Madrid Commercial Registry, as director and with the classification or category of proprietary director.”



5.4. Appointment of Ms. Susana del Castillo Bello as director, with the classification of independent director.

PROPOSED AGREEMENT:

“To appoint, for the statutory term of four years, Ms. Susana del Castillo Bello, Spanish, of legal age, with professional address at 7 Condesa de Venadito Street, Madrid, and holder of National Identity Card No. 78,503,568-Z as female director, with the classification or category of female independent director, at the proposal of the Appointments and Remuneration Committee.”

ITEM 6:

Consultative vote on the Annual Report on Directors' Remuneration for the 2023 business year.

PROPOSED AGREEMENT:

“Approve, for consultative purposes, the Annual Report on Directors' Remuneration for the 2023 business year.”

ITEM RELATING TO CHANGES IN CAPITAL STOCK AND SHAREHOLDER REMUNERATION

ITEM 7:

Increases in capital stock, charged to profits or reserves.

7.1. Approval of a first capital increase to be charged to profits or reserves (“scrip dividend”), for a maximum nominal amount of twenty million euros (€20,000,000) through the issue of new ordinary shares with a par value of one euro each, without share premium, of the same class and series as those currently outstanding and with provision for incomplete subscription/allotment; subsequent amendment of the corresponding article of the Company's Bylaws. Commitment to acquire the free-of-charge allocation rights at a guaranteed fixed price. Application for admission to trading of the new shares to be issued. Delegation of powers to the Board of Directors, with express powers of substitution, to establish the terms and conditions of the increase in all matters not stipulated for by this General Meeting, to carry out the acts necessary for its execution and to adapt the drafting of Article 5 of the Company's Bylaws.

PROPOSED AGREEMENT:

“Increase the share capital, by a maximum nominal amount of twenty million euros (€20,000,000), delegating to the Board of Directors the final amount of the capital increase within the indicated limit, by issuing new shares, charged to profits or reserves and under the terms and conditions described below:

1. Amount of capital increase

*The amount of the capital increase (the “**Capital Increase**”) will be a maximum nominal amount of twenty million euros (€20,000,000), delegating to the Board of Directors, with*



express powers of substitution, the setting of the final amount for which it will be carried out, within the indicated limit.

2. Manner of carrying out the Capital Increase

The Capital Increase will be carried out, where appropriate, by issuing and circulating new shares of the Company, which will be ordinary shares of one euro par value each, of the same class and series as those currently outstanding, represented by annotations in account (the “**New Shares**”).

3. Free allocation rights

Each Company share in circulation shall grant a free allocation right.

The number of free allocation rights necessary to receive a New Share (“**FAR**”) shall be equal to the result of dividing (i) the number of shares of the Company in circulation on the date on which the Board of Directors, with express powers of substitution, agrees to the execution of the Capital Increase (“**NSCirc**”) by (ii) the number of New Shares to be issued for the Capital Increase (“**NNS**”), rounded to the nearest whole number, and if the result is exactly half a whole number, to the next highest whole number, if the result is not a whole number.

If the number of free allocation rights necessary for the allocation of a New Share (FAR) multiplied by the number of New Shares to be issued (NNS) results in a number less than the number of shares of the Company in circulation on the date of execution of the Capital Increase (NSCirc), the Company (or an entity in its group that, if applicable, is the holder of shares of the Company) will waive a number of free allocation rights equal to the difference between the two figures, for the sole purpose that the number of New Shares is a whole number and not a fraction.

Once the Board of Directors (with express powers of substitution) agrees to carry out the Capital Increase and has determined the corresponding dates, the free allocation rights will be assigned to those who appear entitled in the accounting records of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear) on the corresponding date according to the applicable current legislation.

Holders of obligations convertible into shares of Sacyr, S.A. that may be in circulation on the date on which the Board of Directors, with express power of substitution, agrees to carry out the Capital Increase, shall not enjoy the right to free allocation of the New Shares, without prejudice to the modifications that may apply with respect to the conversion relationship under the terms of each issue.

The free allocation rights (i) shall be transferrable under the same conditions as the shares from which they derive and (ii) may be traded in the market during the period determined by the Board of Directors (with express power of substitution) with a minimum of fifteen calendar days. During the aforementioned period, sufficient free allocation rights may be acquired on the market in the proportion necessary to receive New Shares.

After the end of the trading period of the free allocation rights corresponding to the Capital Increase, the following shall apply:

(a) The New Shares will be assigned to those who, in accordance with the accounting records of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de



Valores, S.A. Unipersonal (Iberclear) and its participating entities, were holders of free allocation rights in the proportion resulting from the previous sections.

(b) The Board of Directors (with express power of substitution), shall declare closed the period of trading of the free allocation rights and shall formalise in an accounting sense the application of the account(s) to which the Capital Increase is charged, in the amount applicable, with the former disbursed with said application.

Likewise, after the trading period of the free allocation rights has ended, the Board of Directors, with express power of substitution, shall adopt the corresponding agreements to amend the Corporate Bylaws to reflect the new share capital figure and the number of shares resulting from the execution of the Capital Increase and the application for admission to trading of the resulting New Shares on the Bilbao, Madrid, Barcelona and Valencia Stock Exchanges, through the Exchange Interconnection System (Continuous Market).

4. Incomplete assignment and incomplete increase

In accordance with the provisions of Article 311 of the Capital Companies Act, the possibility of incomplete allocation or subscription of the Capital Increase is foreseen in the event that the Company, any company of its group or a third party waives all or part of the free allocation rights which it holds at the time of executing the Capital Increase, so, in the event of such a waiver, the share capital shall be increased by the corresponding amount.

5. Consideration for the Capital Increase

The Capital Increase shall be carried out entirely from the profits or reserves of those established in Article 303.1 of the Capital Companies Act. In executing the Capital Increase, the Board of Directors, with express power of substitution, shall determine the item(s) of profit(s) or reserve(s) to be used and the amount of this/these according to the balance sheet that serves as the basis for the operation.

6. Type of issuance of New Shares

The New Shares shall be issued at par, i.e. for their par value of one euro, without issue premium, and shall be allocated free of charge to the shareholders of the Company.

7. Deadline for the execution of the Capital Increase

The Capital Increase may be executed, within the year following the date of adoption of this agreement, by the Board of Directors, with express power of substitution, at its sole discretion and without having, therefore, to obtain the approval of the Ordinary General Shareholders' Meeting again, and in accordance with the legal and financial conditions existing at the time of executing it.

8. Irrevocable commitment to purchase free allocation rights

The Company shall assume, at the price listed below, an irrevocable commitment to purchase the free allocation rights allocated in the Capital Increase, against those who receive such rights free of charge as a result of appearing in the accounting records of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear), on the applicable date in accordance with the rules of clearing and settling of securities applicable from time to time (the "**Purchase Commitment**").



The Purchase Commitment shall extend only to the allocation rights received free of charge by the shareholders of the Company, not to the allocation rights purchased or otherwise acquired in the market.

The Purchase Commitment corresponding to the Capital Increase shall be in force and may be accepted during the period determined by the Board of Directors within the period of trading of the rights, with express power of substitution. For this purpose, it is agreed to authorise the Company to acquire such free allocation rights, with the maximum limit of the total of the rights issued in the Capital Increase, and it must comply in any case with the legal limitations.

The "**Purchase Price**" shall be the fixed price at which the Company shall acquire each free allocation right under the Purchase Commitment and shall be calculated according to the following formula, rounding the result to the nearest thousandth of a euro and, in the case of half of a thousandth of a euro, to the immediately higher thousandth of a euro:

$$\text{Purchase Price} = ((\text{Trading Price} * \text{NSCirc}) / (\text{NSCirc} + \text{NNS})) / \text{FAR}$$

Where

(i) "**Trading Price**" shall be equal to the arithmetical average of the weighted average share prices of the Company on the Bilbao, Madrid, Barcelona and Valencia Stock Exchanges through the Exchange Interconnection System (Continuous Market) in the five trading sessions prior to the date of the corresponding agreement adopted by the Board of Directors (with express power of substitution) to execute the Capital Increase.

(ii) "**NSCirc**" the number of shares of the Company in circulation on the date on which the Board of Directors, with express powers of substitution, agrees to the execution of the Capital Increase.

(iii) "**NNS**", the maximum number of New Shares to be issued in accordance with the amount of the Capital Increase set by the Board of Directors.

(iv) "**FAR**", the number of free allocation rights necessary to receive a New Share, calculated in accordance with the provisions of section 3 above.

The Company shall waive the New Shares corresponding to the free allocation rights acquired in application of the aforementioned Purchase Commitment, expanding the share capital exclusively by the amount corresponding to the free allocation rights with respect to which no waiver has occurred.

The acquisition by the Company of the free allocation rights as a result of the Purchase Commitment shall be carried out with a charge to the profits or reserves established in Article 303.1 of the Capital Companies Act.

9. Balance for the operation and profits or reserves which the Capital Increase(s) is charged to

The balance sheet that serves as the basis for the Capital Increase is that corresponding to the year ended 31 December 2023, duly audited and submitted for approval by this Ordinary General Shareholders' Meeting under the point 1 of the agenda.

As indicated, the Capital Increase shall be carried out entirely from the profits or reserves established in Article 303.1 of the Capital Companies Act.



In executing the Capital Increase, the Board of Directors, with express power of substitution, shall determine the profit or reserve account(s) to be used and the amount thereof according to the balance sheet that serves as the basis for the transaction.

10. Representation of New Shares

The New Shares will be represented by account annotations, whose accounting record is attributed to the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear) and its participating entities.

11. New Share Rights

The New Shares will assign to their holders the same political and economic rights as the ordinary shares of the Company that are in circulation, from the date on which the Capital Increase is declared subscribed and disbursed.

12. Shares on deposit

After the period of trading of the free allocation rights in the Capital Increase has ended, the New Shares that it has not been possible to allocate for reasons not attributable to the Company will be kept in deposit at the disposal of those who prove their legitimate ownership of the corresponding free allocation rights.

Three years after the end date of the period of trading of the free allocation rights, the New Shares issued under the Capital Increase that are still pending allocation may be sold in accordance with the provisions of Article 117 of the Capital Companies Act, at the account and risk of the interested parties. The net amount of the aforementioned sale will be deposited in the Bank of Spain or in the Caja General de Depósitos available to the interested parties.

13. Request for admission to trading

The Company will request the admission to trading of the New Shares issued in the Capital Increase on the Bilbao, Madrid, Barcelona and Valencia Stock Exchanges, through the Exchange Interconnection System (Continuous Market), carry out the necessary procedures and actions and submit the necessary documents to the competent bodies for the admission to trading of the New Shares issued, expressly stating the Company's submission to the rules that exist or may be issued on the subject of Exchanges and, especially, regarding hiring, permanence and exclusion from official trading.

If the exclusion from trading of the Company's shares is subsequently requested, this will be adopted with the same formalities that are applicable and, in such case, the interest of shareholders who oppose the exclusion agreement or do not vote for it will be guaranteed, complying with the requirements established in the legislation in force at that time.

14. Execution of Capital Increase. Possibility of waiving its execution

The Board of Directors, with express power of substitution, may indicate the date on which the Capital Increase must be carried out and set its conditions in everything not established in this agreement, within a period of one year.

Notwithstanding the foregoing, if the Board of Directors, with express power of substitution, does not consider it appropriate to fully or partially execute the Capital Increase within the



indicated period (due to market conditions, of the Company itself or those arising from any particular fact or event with particular significance), it may refrain from executing it, reporting this at the next Ordinary General Shareholders' Meeting held.

Likewise, the agreements of this Ordinary General Shareholders' Meeting in relation to the Capital Increase shall be null and void if, within a period of one year from its approval, the Board of Directors does not exercise the powers delegated to it.

15. Independence of Capital Increase

The Capital Increase agreed herein is independent and cumulative of that presented to the General Meeting under point 7, section 7.2, of the agenda, it being expressly agreed that the Board of Directors (with express powers of substitution) may agree to execute (or not) this increase independently and cumulatively of what is agreed in relation to the increase presented under point 7, section 7.2 of the agenda.

16. Delegation for the execution of the Capital Increase

It is agreed to delegate to the Board of Directors, in accordance with the provisions of Article 297.1.a) of the Capital Companies Act, with express powers of substitution, the power to indicate the date on which the Capital Increase must be carried out, within one year of adoption, and, to the extent necessary, give the applicable new wording to Article 5 of the Corporate Bylaws regarding the new share capital figure and the number of shares into which it is divided.

Likewise, it is agreed to delegate to the Board of Directors, also in accordance with the provisions of Article 297.1.a) of the Capital Companies Act and also with express powers of substitution, the power to set the conditions of the Capital Increase in everything not established in the preceding sections. In particular, and without the following list being exhaustive or entailing any limitation or restriction, the precise powers to:

(i) Execute the Capital Increase or refrain from executing it (in whole or in part), if the total or partial execution thereof is not deemed appropriate.

(ii) Set the amount of the Capital Increase, the number of New Shares and the number of free allocation rights necessary for the assignment of a New Share.

(iii) Determine the profit or reserve accounts, to which the Capital Increase(s) to be executed is charged and the Company's acquisition of the free allocation rights as a result of the Purchase Commitment and apply against them the corresponding amounts.

(iv) Appoint the company or companies that assume the functions of agent entity and/or financial adviser of the Capital Increase, and sign for this purpose as many contracts and documents as are necessary.

(v) Set the reference date and time for the assignment of the free allocation rights and the duration of the trading period thereof, with a minimum of fifteen calendar days.

(vi) Set the period during which the Purchase Commitment will be in force in the Capital Increase; meet the Purchase Commitment, paying the corresponding amounts to those who have accepted said commitment and acquire the rights resulting from said acceptances.



(vii) Declare the period of trading of the free allocation rights closed and the Capital Increase closed and executed, setting, for these purposes, the number of New Shares effectively allocated and, therefore, the amount by which the Company's share capital must be increased in accordance with the rules established by this Ordinary General Shareholders' Meeting, as well as declaring, where appropriate, the incomplete allocation or incomplete increase.

(viii) Reword the article of the Corporate Bylaws that sets the share capital to reflect the new capital figure and the number of shares in circulation resulting from the execution of the Capital Increase.

(ix) Proceed to formalise in an accounting sense the application of the account(s) to which the execution of the Capital Increase is charged, in the corresponding amount, with the former being disbursed with said application.

(x) Waive the free allocation rights which the Company holds at the end of their respective trading period as a result of the Purchase Commitment and, therefore, the New Shares corresponding to those rights.

(xi) Waive, where appropriate, in the Capital Increase, free allocation rights to subscribe New Shares for the sole purpose of ensuring that the number of New Shares is a whole number and not a fraction thereof.

(xii) Carry out all the necessary procedures for the New Shares to be included in the accounting records of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear) and to be admitted for trading on the Stock Exchanges of Bilbao, Madrid, Barcelona and Valencia, through the Exchange Interconnection System (Continuous Market) after the Capital Increase.

(xiii) Write and publish as many advertisements as are necessary or appropriate for this purpose.

(xiv) Draft, sign, grant and, where appropriate, certify any type of document related to the issue.

(xv) Carry out as many actions as are necessary or appropriate to execute and formalise the Capital Increase before any public or private entities and bodies, Spanish or foreign, including those of declaration, supplementing or correction of defects or omissions that could prevent or hinder the full effectiveness of the preceding agreements.

The Board of Directors is expressly authorised so that, in turn, it can delegate, under the provisions of Article 249bis.l) of the Capital Companies Law, any powers included in this agreement."

7.2. Approval of a second capital increase to be charged to profits or reserves ("scrip dividend"), for a maximum nominal amount of twenty million euros (€20,000,000) through the issuing of new ordinary shares with a par value of one euro each, without share premium, of the same class and series as those currently outstanding and with provision for incomplete subscription/allotment; subsequent amendment of the corresponding article of the Company's Bylaws. Commitment to acquire the free-of-charge allocation rights at a guaranteed fixed price. Application for admission to trading of the new shares to be issued. Delegation of powers to the Board of Directors, with express powers of substitution, to establish



the terms and conditions of the increase in all matters not stipulated for by this General Meeting, to carry out the acts necessary for its execution and to adapt the drafting of Article 5 of the Company's Bylaws.

PROPOSED AGREEMENT:

“Increase the share capital by a maximum nominal amount of twenty million euros (€20,000,000), delegating to the Board of Directors the final amount of the capital increase within the indicated limit, by issuing new shares, charged to profits or reserves and under the terms and conditions described below:

1. Amount of the capital increase

*The amount of the capital increase (the “**Capital Increase**”) will be a maximum nominal amount of twenty million euros (€20,000,000), delegating to the Board of Directors, with express powers of substitution, the setting of the final amount for which it will be carried out, within the indicated limit.*

2. Manner of carrying out the Capital Increase

*The Capital Increase will be carried out, where appropriate, by issuing and circulating new shares of the Company, which will be ordinary shares of one euro par value each, of the same class and series as those currently in circulation, represented by annotations in account (the “**New Shares**”).*

3. Free allocation rights

Each share of the Company in circulation shall grant a free allocation right.

*The number of free allocation rights necessary to receive a New Share (“**FAR**”) shall be equal to the result of dividing (i) the number of shares of the Company in circulation on the date on which the Board of Directors, with express powers of substitution, agrees to the execution of the Capital Increase (“**NSCirc**”) by (ii) the number of New Shares to be issued for the Capital Increase (“**NNS**”), rounded to the nearest whole number, and if the result is exactly half a whole number, to the next highest whole number, if the result is not a whole number.*

If the number of free allocation rights necessary for the allocation of a New Share (FAR) multiplied by the number of New Shares to be issued (NNS) results in a number less than the number of shares of the Company in circulation on the date of execution of the Capital Increase (NSCirc), the Company (or an entity in its group that, if applicable, is the holder of shares of the Company) will waive a number of free allocation rights equal to the difference between the two figures, for the sole purpose that the number of New Shares is a whole number and not a fraction.

Once the Board of Directors (with express powers of substitution) agrees to carry out the Capital Increase and has determined the corresponding dates, the free allocation rights will be assigned to those who appear legitimate in the accounting records of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear) on the corresponding date according to the applicable current legislation.

Holders of obligations convertible into Sacyr shares that may be in circulation on the date on which the Board of Directors, with express power of substitution, agrees to carry out the



Capital Increase, shall not enjoy the right to free allocation of the New Shares, without prejudice to any changes that may apply with respect to the conversion relationship under the terms of each issue.

The free allocation rights (i) shall be transferrable under the same conditions as the shares from which they derive and (ii) may be traded in the market during the period determined by the Board of Directors (with express power of substitution) with a minimum of fifteen calendar days. During the aforementioned term, sufficient free allocation rights may be acquired in the market in the proportion necessary to receive New Shares.

After the end of the trading period for the free allocation rights corresponding to the Capital Increase, the following shall apply:

(a) The New Shares will be allocated to those who, in accordance with the accounting records of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear) and its participating entities, are holders of free allocation rights in the proportion resulting from the previous sections.

(b) The Board of Directors (with express power of substitution), shall declare the period of trading of the free allocation rights closed and shall proceed to formalise in an accounting sense the application of the account(s) to which the execution of the Capital Increase is charged, in the appropriate amount, with the former being disbursed with said application.

Likewise, after the trading period of the free assignment rights has ended, the Board of Directors, with express power of substitution, shall adopt the corresponding agreements to amend the Corporate Bylaws to reflect the new share capital figure and the number of shares resulting from the execution of the Capital Increase and the application for admission to trading of the resulting New Shares on the Bilbao, Madrid, Barcelona and Valencia Stock Exchanges, through the Exchange Interconnection System (Continuous Market).

4. Incomplete Allocation and Incomplete Increase

In accordance with the provisions of Article 311 of the Capital Companies Act, the possibility of incomplete allocation or subscription of the Capital Increase is foreseen in the event that the Company, any company of its group or a third party waives all or part of the free allocation rights which it holds at the time of executing the Capital Increase, so that, in the event of such a waiver, the share capital will be increased by the corresponding amount.

5. Consideration for the Capital Increase

The Capital Increase shall be carried out entirely from the profits or reserves of those established in Article 303.1 of the Capital Companies Act. In executing the Capital Increase, the Board of Directors, with express power of substitution, shall determine the item(s) of profit(s) or reserve(s) to be used and the amount of this this/these according to the balance sheet that serves as the basis for the operation.

6. Type of issuance of New Shares

The New Shares shall be issued at par, i.e., for their par value of one euro, without issue premium, and shall be allocated free of charge to the shareholders of the Company.

7. Deadline for the execution of the Capital Increase



The Capital Increase may be executed, within one year following the date of adoption of this agreement, by the Board of Directors, with express power of substitution, at its sole discretion and without having - therefore - to obtain the approval of the Ordinary General Shareholders' Meeting again, and in accordance with the legal and financial conditions existing at the time of executing it.

8. Irrevocable commitment to purchase free allocation rights

The Company will assume, at the price listed below, an irrevocable commitment to purchase the free allocation rights allocated in the Capital Increase, against those who receive such rights free of charge as a result of appearing in the accounting records of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear), on the applicable date in accordance with the rules of clearing and settlement of securities that are applicable from time to time (the "**Purchase Commitment**").

The Purchase Commitment shall extend only to the allocation rights received free of charge by the shareholders of the Company, not to the allocation rights purchased or otherwise acquired in the market.

The Purchase Commitment corresponding to the Capital Increase shall be in force and may be accepted during the period determined by the Board of Directors within the period of trading of the rights, with express power of substitution. For this purpose, it is agreed to authorise the Company to acquire such free allocation rights, with the maximum limit of the total rights issued in the Capital Increase, and it must comply in any case with the legal limitations.

The "**Purchase Price**" shall be the fixed price at which the Company shall acquire each free allocation right under the Purchase Commitment and it shall be calculated according to the following formula, rounding the result to the nearest thousandth of a euro and, in the case of half of a thousandth of a euro, to the immediately higher thousandth of a euro:

$$\text{Purchase Price} = ((\text{Quote Price} * \text{NSCirc}) / (\text{NSCirc} + \text{NNS})) / \text{FAR}$$

Where

(i) "**Trading Price**" shall be equal to the arithmetical average of the weighted average share price of the Company on the Securities Exchanges of Bilbao, Madrid, Barcelona and Valencia through the Exchange Interconnection System (Continuous Market) in the five trading sessions prior to the date of the corresponding agreement adopted by the Board of Directors (with express power of substitution) to execute the Capital Increase.

(ii) "**NSCirc**" the number of shares of the Company in circulation on the date on which the Board of Directors, with express powers of substitution, agrees to the execution of the Capital Increase.

(iii) "**NNS**", the maximum number of New Shares to be issued in accordance with the amount of the Capital Increase set by the Board of Directors.

(iv) "**FAR**", the number of free allocation rights necessary to receive a New Share, calculated in accordance with the provisions of section 3 above.

The Company shall waive the New Shares corresponding to the free allocation rights acquired in application of the aforementioned Purchase Commitment, expanding the share



capital exclusively by the amount corresponding to the free allocation rights with respect to which no waiver has occurred.

The acquisition by the Company of the free allocation rights as a result of the Purchase Commitment shall be made with a charge to the profits or reserves established in Article 303.1 of the Capital Companies Act.

9. Balance for the operation and profits or reserves to which the execution of the Capital Increase is charged

The balance sheet that serves as the basis for the Capital Increase is that corresponding to the fiscal year ended 31 December 2023, duly audited and subject to the approval of this Ordinary General Meeting of Shareholders under the point 1 of the agenda.

As indicated, the Capital Increase shall be carried out entirely from the profits or reserves provided for in Article 303.1 of the Capital Companies Act. In executing the Capital Increase, the Board of Directors, with express power of substitution, shall determine the profit or reserve account(s) to be used(s) and the amount of this/these according to the balance sheet that serves as the basis for the transaction.

10. Representation of New Shares

The New Shares will be represented by account annotations, the accounting record of which is attributed to the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear) and its participating entities.

11. New Share Rights

The New Shares will attribute to their holders the same political and economic rights as the ordinary shares of the Company that are in circulation, from the date on which the Capital Increase is declared subscribed and disbursed.

12. Shares on deposit

After the period of trading of the free allocation rights in the Capital Increase has ended, the New Shares that it was not possible to allocate for reasons not attributable to the Company will be kept in deposit at the disposal of those who prove the legitimate ownership of the corresponding free allocation rights.

Three years after the end of the period of trading of the free allocation rights, the New Shares issued under the Capital Increase that are still pending allocation may be sold in accordance with the provisions of Article 117 of the Capital Companies Act, at the account and risk of the interested parties. The net amount of the aforementioned sale will be deposited in the Bank of Spain or in the Caja General de Depósitos available to the interested parties.

13. Request for admission to trading

The Company will request the admission to trading of the New Shares issued in the Capital Increase on the Bilbao, Madrid, Barcelona and Valencia Stock Exchanges, through the Exchange Interconnection System (Continuous Market), carry out the necessary procedures and actions and submit the necessary documents to the competent bodies for the admission to trading of the New Shares issued, expressly stating the Company's submission to the rules



that exist or may be issued on the subject of Exchanges and, especially, regarding hiring, permanence and exclusion from official trading.

If the exclusion from trading of the Company's shares is subsequently requested, this will be adopted with the same formalities that are applicable and, in such case, the interest of shareholders who oppose the exclusion agreement or do not vote for it will be guaranteed, complying with the requirements established in the legislation in force at that time.

14. Execution of Capital Increase. Possibility of waiving its execution

The Board of Directors, with express power of substitution, may indicate the date on which the Capital Increase must be carried out and set its conditions in everything not established in this agreement, within a period of one year.

Notwithstanding the foregoing, if the Board of Directors, with express power of substitution, does not consider it appropriate to fully or partially execute the Capital Increase within the indicated period (due to market conditions, of those of the Company itself or those arising from any particular fact or event with particular significance), it may refrain from executing it, reporting this at the next Ordinary General Shareholders' Meeting held.

Likewise, the agreements of this Ordinary General Shareholders' Meeting in relation to the Capital Increase shall be null and void if, within a period of one year from its approval, the Board of Directors does not exercise the powers delegated to it.

15. Independence of the Capital Increase

The Capital Increase agreed herein is independent, additional and cumulative of that presented to the General Meeting under point 7, section 7.1, of the agenda, it being expressly agreed that the Board of Directors (with express powers of substitution) may agree to execute (or not) this increase independently and cumulatively of what is agreed in relation to the increase presented under point 7, section 7.1 of the agenda.

16. Delegation for the execution of the Capital Increase

It is agreed to delegate to the Board of Directors, in accordance with the provisions of Article 297.1.a) of the Capital Companies Act, with express powers of substitution, the power to indicate the date on which the Capital Increase must be carried out, within one year of adoption, and, to the extent necessary, give the applicable new wording to Article 5 of the Corporate Bylaws in terms of the new share capital figure and the number of shares into which it is divided.

Likewise, it is agreed to delegate to the Board of Directors, also in accordance with the provisions of Article 297.1.a) of the Capital Companies Act and also with express powers of substitution, the power to set the conditions of the Capital Increase in everything not established in the preceding sections. In particular, and without the following list being exhaustive or entailing any limitation or restriction, the precise powers to:

(i) Execute the Capital Increase or refrain from executing it (in whole or in part), if the total or partial execution thereof is not deemed appropriate.

(ii) Set the amount of the Capital Increase, the number of New Shares and the number of free allocation rights necessary for the allocation of a New Share.



(iii) Determine the profit or reserve accounts(s), to which the execution of the Capital Increase is charged and the Company's acquisition of the free allocation rights as a result of the Purchase Commitment and apply against them the corresponding amounts.

(iv) Appoint the company or companies that assume the functions of agent entity and/or financial adviser of the Capital Increase, and sign for this purpose as many contracts and documents as are necessary.

(v) Set the reference date and time for the assignment of the free allocation rights and the duration of the trading period thereof, with a minimum of fifteen calendar days.

(vi) Set the period during which the Purchase Commitment will be in force in the Capital Increase; meet the Purchase Commitment, paying the corresponding amounts to those who have accepted said commitment and acquire the rights resulting from said acceptances.

(vii) Declare closed the period of trading of the free allocation rights and the Capital Increase closed and executed, setting, for these purposes, the number of New Shares effectively allocated and, therefore, the amount by which the share capital of the Company must be increased in accordance with the rules established by this Ordinary General Shareholders' Meeting, as well as declaring, where appropriate, the incomplete allocation or incomplete increase.

(viii) Reword the article of the Corporate Bylaws that sets the share capital to reflect the new capital figure and the number of shares in circulation resulting from the execution of the Capital Increase.

(ix) Proceed to formalise in an accounting sense the application of the account(s) to which the execution of the Capital Increase is charged, in the corresponding amount, with the former being disbursed with said application.

(x) Waive the free allocation rights which the Company holds at the end of their respective trading period as a result of the Purchase Commitment and, therefore, the New Shares corresponding to those rights.

(xi) Waive, where appropriate, in the Capital Increase, free allocation rights to subscribe New Shares for the sole purpose of ensuring that the number of New Shares is a whole number and not a fraction thereof.

(xii) Carry out all the necessary procedures for the New Shares to be included in the accounting records of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal (Iberclear) and to be admitted for trading on the Stock Exchanges of Bilbao, Madrid, Barcelona and Valencia, through the Exchange Interconnection System (Continuous Market) after the Capital Increase.

(xiii) Write and publish as many advertisements as are necessary or appropriate for this purpose.

(xiv) Draft, sign, grant and, where appropriate, certify any type of document related to the issue.

(xv) Carry out as many actions as are necessary or appropriate to execute and formalise the Capital Increase before any public or private entities and bodies, Spanish or foreign, including



those of declaration, supplementation or correction of defects or omissions that could prevent or hinder the full effectiveness of the preceding agreements.

The Board of Directors is expressly authorised so that, in turn, it can delegate, under the provisions of Article 249 bis.l) of the Capital Companies Act, any powers included in this agreement."

ITEMS RELATING TO DELEGATIONS OR AUTHORIZATIONS TO THE BOARD OF DIRECTORS

ITEM 8:

Authorization and delegation to the Board of Directors, with powers of substitution, to increase the share capital in accordance with the provisions of Article 297.1 b) of the Capital Companies Act, with the power to exclude the pre-emptive subscription right limited to a maximum of 10% of the share capital.

PROPOSED AGREEMENT:

"To empower the Board of Directors, as broadly as required by law, so that, under the provisions of Article 297.1.b) of the Capital Companies Act, can increase share capital, without prior consultation with the General Meeting, at one or several times and at any time, within a period of five years from the date of holding this General Meeting, up to the maximum nominal amount equal to half (50%) of the Company's share capital at the time of this authorisation, and that, therefore respects the limits imposed by the applicable regulations.

Capital increases under this authorisation will be made, once or several times, by issuing and circulating new shares - with or without a premium - whose value will consist of monetary contributions.

In relation to each increase, it shall be the responsibility of the Board of Directors (with express powers of substitution) to decide whether the new shares to be issued are ordinary, privileged, redeemable, without vote or of any other type of those permitted by the Law.

Likewise, the Board of Directors (with express powers of substitution) may set, in all matters not provided for, the terms and conditions of the capital increases and the characteristics of the shares, as well as freely offer the new shares not subscribed within the term or periods of exercise of the right of preferential subscription. The Board of Directors (with express powers of substitution) may also establish that, in the event of an incomplete subscription, the capital will be increased only in the amount of the subscriptions made and reword the articles of the Articles of Association relating to the capital and number of shares. Shares issued under this authorisation may be used to address the conversion of convertible securities issued or to be issued by the Company or companies in its group.

Likewise, in relation to capital increases made under this authorisation, the Board of Directors is empowered to exclude, in whole or in part, the right of first refusal under the terms of Article 506 of the Capital Companies Act, although this power shall be limited to increases in share



capital made under this authorisation up to the maximum amount corresponding to 10% of the share capital on the date of adoption of this agreement.

The Company shall request, where appropriate, for admission to negotiation in official or unofficial secondary markets, whether organised or not, domestic or foreign, for the shares that are issued by the Company by virtue of the delegation, empowering the Board of Directors to carry out the necessary procedures and actions for admission to the public before the competent bodies of the different domestic or foreign securities markets. Likewise, in the share capital increase agreement shall be expressly stated, for the appropriate legal purposes, that, in the event that the exclusion from the Company's share price is subsequently requested, it will be adopted with the formalities required by the applicable regulations and, in such a case, the interest of shareholders who oppose or do not vote on the agreement shall be guaranteed, meeting the requirements set out in the Capital Companies Act, in the Securities Exchange Act and other provisions concordant with or developing them.

The Board of Directors is expressly empowered so that it can, in turn, delegate, under the provisions of Article 249 bis I) of the Capital Companies Law, the powers referred to in this agreement.

This authorization voids, in the part not provided for, the authorization granted by the General Shareholders' Meeting held on 15 June 2023".

ITEM 9:

Authorization to the Board of Directors for the interpretation, correction, supplementation, execution and development of the resolutions adopted by the General Shareholders' Meeting, as well as to replace the powers it receives from the General Shareholders' Meeting and delegation of powers to convert such resolutions into a public instrument.

PROPOSED AGREEMENT:

"Without prejudice to any agency included under the prior resolutions, it is agreed to empower the Company's Board of Directors, with the express possibility of sub-delegating or delegating its powers and in the broadest scope that is legally required to complete, perform, develop and technically amend (if necessary) all prior agreements, as well as for the correction of omissions or errors (formal, substantive or technical) whenever they occur, as well as their interpretation, jointly granting the Board of Directors, with the express possibility of sub-delegation or delegation, including the Chairperson, Secretary and Vice Secretary of the Board of Directors and any of the Directors, the power to notarize the appropriate public deeds containing the adopted resolutions, with the broadest powers to carry out as many acts as necessary, executing as many documents as required to achieve the registration, including the partial registration, of the previous agreements in the Company Registry and in a particular to:

(a) Correct, clarify, define or complement the resolutions adopted by the General Meeting or those that appearing under all notarized deeds and documents and, in particular, as many omissions, defects or errors, whether substantive, procedural or technical, that would prevent these agreements and their aftereffects from being registered in the Commercial Registry, Registry of Industrial Property or any other similar.



(b) Carry out as many acts or legal transactions as necessary or appropriate for the performance of the resolutions adopted by the General Meeting, notarizing as many public or private documents as considered necessary or appropriate for the fullest effectiveness of these resolutions, including the fulfilment of any actions that may be necessary or appropriate before any public or private bodies.

(c) Confer powers on or sub-delegate one or more of the Board Members, all or part of the powers that considered appropriate from among those conferred on the Board of Directors and as many necessary that have been expressly conferred on it by the General Shareholders Meeting, either jointly or severally.

(d) Definitively define all other circumstances that may be necessary, adopting and performing the necessary agreements, notarizing the necessary documents and carry out as many procedures as appropriate, proceeding to meet all the necessary requirements that are required by law for the fullest performance of the agreements achieved by the General Meeting.

Likewise, all members of the governing body are expressly empowered so that, individually and with their sole signature, they can notarize the adopted resolutions before a notary public, as well as to execute any other deeds that are necessary or appropriate to correct, clarify, define or complement the resolutions adopted by the General Meeting."