

Dated 9 January 2020

ENEL – SOCIETÀ PER AZIONI and ENEL FINANCE INTERNATIONAL N.V.
as Issuers

and

ENEL – SOCIETÀ PER AZIONI
as Guarantor

DEED OF COVENANT

relating to
€35,000,000,000
Euro Medium Term Note Programme
guaranteed by
ENEL – SOCIETÀ PER AZIONI

Linklaters

Ref: L-279616

Linklaters Studio Legale Associato

This Deed of Covenant is made on 9 January 2020 by ENEL FINANCE INTERNATIONAL N.V., a limited liability company (*naamloze vennootschap*) incorporated under the laws of The Netherlands with its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands, and its registered address at Herengracht 471, 1017 BS Amsterdam, The Netherlands, and registered with the trade register of the Dutch chamber of commerce under number 34313428 (the “**Issuer**”) in favour of the account holders or participants specified below of Clearstream Banking S.A. (“**Clearstream, Luxembourg**”), Euroclear Bank SA/NV (“**Euroclear**”) and/or any other additional clearing system or systems as is specified in the Final Terms relating to any Note (as defined below) (each, a “**Clearing System**”).

Whereas:

- (A) The Issuer has entered into an amended and restated Programme Agreement (the “**Programme Agreement**”, which expression includes the same as it may be amended, supplemented, novated or restated from time to time) dated 9 January 2020 with ENEL – Società per Azioni and the Dealers named in it under which the Issuer proposes from time to time to issue Notes (the “**Notes**”).
- (B) Certain of the Notes will initially be represented by, and comprised in, Global Notes, in each case representing a certain number of underlying Notes (the “**Underlying Notes**”).
- (C) Each Global Note may, after issue, be deposited with a depository for one or more Clearing Systems (together, the “**Relevant Clearing System**”). Upon any deposit of a Global Note, the Underlying Notes represented by the Global Note will be credited to a securities account or securities accounts with the Relevant Clearing System. Any account holder with the Relevant Clearing System which has Underlying Notes credited to its securities account from time to time (each, a “**Relevant Account Holder**”) will, subject to and in accordance with the terms and conditions and operating procedures or management regulations of the Relevant Clearing System, be entitled to transfer the Underlying Notes and (subject to and upon payment being made by the Issuer to the bearer in accordance with the terms of the relevant Global Note) will be entitled to receive payments from the Relevant Clearing System calculated by reference to the Underlying Notes credited to its securities account.
- (D) In certain circumstances specified in each Global Note, a Global Note will become void. The time at which a Global Note becomes void is referred to as the “**Relevant Time**”. In those circumstances, each Relevant Account Holder will, subject to and in accordance with the terms of this Deed, acquire against the Issuer all those rights which the Relevant Account Holder would have had if, prior to the Global Note becoming void, duly executed and authenticated Definitive Notes had been issued in respect of its Underlying Notes and the Definitive Notes were held and beneficially owned by the Relevant Account Holder.
- (E) The obligations of the Issuer under this Deed have been unconditionally and irrevocably guaranteed by ENEL - Società per Azioni on 9 January 2020. An executed copy of the Guarantee has been deposited with and shall be held by the Principal Paying Agent on behalf of the Noteholders (as defined in the Guarantee) and the Relevant Account Holders from time to time at its specified office (being at the date hereof at The Bank of New York Mellon, London Branch, One Canada Square, London E14 5AL, United Kingdom) and a copy of the Guarantee shall be available for inspection at that specified office and at the specified office of each of the other agents named in the amended and restated agency agreement dated 9 January 2020 entered into between ENEL – Società per Azioni, the

Issuer, The Bank of New York Mellon, London Branch and The Bank of New York Mellon SA/NV, Luxembourg Branch.

Now this Deed witnesses as follows:

- 1** If any Global Note becomes void in accordance with its terms, the Issuer covenants with each Relevant Account Holder (other than any Relevant Account Holder which is an account holder of any other Relevant Clearing System) that each Relevant Account Holder shall automatically acquire at the Relevant Time, without the need for any further action on behalf of any person, against the Issuer all those rights which the Relevant Account Holder would have had if at the Relevant Time it held and beneficially owned executed and authenticated Definitive Notes in respect of each Underlying Note represented by the Global Note which the Relevant Account Holder has credited to its securities account with the Relevant Clearing System at the Relevant Time.

The Issuer's obligation under this Clause shall be a separate and independent obligation by reference to each Underlying Note which a Relevant Account Holder has credited to its securities account with the Relevant Clearing System and the Issuer agrees that a Relevant Account Holder may assign its rights under this Deed in whole or in part.

- 2** The records of the Relevant Clearing System shall be conclusive evidence of the identity of the Relevant Account Holders and the number of Underlying Notes credited to the securities account of each Relevant Account Holder. For these purposes, a statement issued by the Relevant Clearing System stating:

- (a) the name of the Relevant Account Holder to which the statement is issued; and
- (b) the aggregate nominal amount of Underlying Notes credited to the securities account of the Relevant Account Holder as at the opening of business on the first day following the Relevant Time on which the Relevant Clearing System is open for business,

shall be conclusive evidence of the records of the Relevant Clearing System at the Relevant Time.

- 3** In the event of a dispute, the determination of the Relevant Time by the Relevant Clearing System shall (in the absence of manifest error) be final and conclusive for all purposes in connection with the Relevant Account Holders with securities accounts with the Relevant Clearing System.
- 4** The Issuer undertakes in favour of each Relevant Account Holder that, in relation to any payment to be made by it under this Deed, it will comply with the provisions of Condition 8 to the extent that they apply to any payment in respect of Underlying Notes as if those provisions had been set out in full in this Deed.
- 5** The Issuer will pay any stamp and other duties and taxes, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by any Relevant Account Holder to enforce the provisions of this Deed against the Issuer.
- 6** The Issuer represents, warrants and undertakes with each Relevant Account Holder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms subject to the laws of bankruptcy (including, without limitation, a voluntary liquidation (*vereffening*), suspension

of payments (*surseance van betaling*), bankruptcy (*faillissement*), or a composition with creditors (*akkoord*) and other laws affecting the rights of creditors generally.

- 7** This Deed shall take effect as a Deed Poll for the benefit of the Relevant Account Holders from time to time. This Deed shall be deposited with and held by the common depositary for Euroclear and Clearstream, Luxembourg (being at the date of this Deed, The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL, United Kingdom) until all the obligations of the Issuer under this Deed have been discharged in full.
- 8** The Issuer acknowledges the right of every Relevant Account Holder to the production of, and the right of every Relevant Account Holder to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Relevant Account Holder, and that each Relevant Account Holder shall be entitled severally to enforce these obligations against the Issuer.

- 9** This Deed is, and any non contractual obligations arising out of in connection with it are, governed by, and shall be construed in accordance with, the laws of England.

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and accordingly any legal action or proceedings arising out of or in connection with this Deed, including any legal action or proceedings relating to any non-contractual obligations which may arise out of or in connection with this Deed (together referred to as "**Proceedings**") may be brought in such courts.

The Issuer irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to Proceedings in any such court whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

The Issuer appoints Law Debenture Corporate Services Limited of 100 Wood Street, London, EC2V 7EX as its agent for service of process, and undertakes that, in the event that such process agent ceases so to act or no longer has an address in England, it will appoint another person as its agent for service of process for Proceedings in England in respect of any Proceedings in England. Nothing in this Clause shall affect the right to serve process in any other manner permitted by law.

- 10** If the Issuer is represented by an attorney or attorneys in connection with the signing and/or execution and/or delivery of this Deed, the Global Notes, Definitive Notes, Coupons, Talons or any agreement or document referred to herein or made pursuant hereto and the relevant power or powers of attorney is or are expressed to be governed by the laws of a particular jurisdiction, it is hereby expressly acknowledged and accepted by the other parties to this Deed that such laws shall govern the existence and extent of such attorney's authority and the effects of the exercise thereof.

In witness whereof, the Issuer has caused this Deed to be duly executed the day and year first above mentioned.

EXECUTED as a **DEED**)
by ENEL FINANCE INTERNATIONAL N.V.)
acting by)
acting on the authority)
of that company)
in the presence of:)

Witness:

Name:

Address: