OFFERING CIRCULAR

ELECTRICITY SUPPLY BOARD

(a body corporate established in Ireland under the ESB Acts 1927 to 2014 of Ireland)

ESB FINANCE DAC

(*a private company incorporated with limited liability in Ireland with registration number 480184*)

EUR8,000,000,000
Euro Medium Term Note Programme
unconditionally and irrevocably guaranteed by

ELECTRICITY SUPPLY BOARD

(*a body corporate established in Ireland under the ESB Acts 1927 to 2014 of Ireland*)

Under this EUR8,000,000,000 Euro Medium Term Note Programme (the **Programme**), Electricity Supply Board (**ESB**) and ESB Finance DAC (**ESB Finance**) (together, the **Issuers** and each of them, an **Issuer**) may from time to time issue notes denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined below). The Notes will be governed by English law (the **English Law Notes**) or Irish law (the **Irish Law Notes** and, together with the English Law Notes, the **Notes**) as specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement (each as defined below).

The payment of all amounts due in respect of Notes issued by ESB Finance will be unconditionally and irrevocably guaranteed by ESB (in such capacity, the **Guarantor**).

Notes may be issued in bearer or registered form (respectively **Bearer Notes** and **Registered Notes**). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed EUR8,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

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

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

This Offering Circular, insofar as it relates to Non-Exempt Notes (as defined below), constitutes a base prospectus (the **Base Prospectus**) issued in compliance with the Prospectus Regulation for the purpose of giving information with regard to the issue of Non-Exempt Notes under the Programme during the period of 12 months after the date hereof. When used in this Offering Circular, **Prospectus Regulation** means Regulation (EU) 2017/1129, as amended. For the avoidance of doubt, where the context requires, for the purpose of Non-Exempt Notes, references to "Offering Circular" herein shall be read as "Base Prospectus"

This Offering Circular, insofar as it relates to Exempt Notes (as defined below), constitutes listing particulars (the **Listing Particulars**) for the purposes of listing on the Global Exchange Market (**GEM**) of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) and, for such purposes, does not constitute a "prospectus" for the purposes of the Prospectus Regulation. For the avoidance of doubt, where the context requires, for the purposes of Exempt Notes which are admitted to trading on the GEM, references to "Offering Circular" herein should be read as "Listing Particulars".

The Base Prospectus has been approved by the Central Bank of Ireland as Irish competent authority under the Prospectus Regulation. The Central Bank of Ireland only approves this Base Prospectus, in so far as it relates to Non-Exempt Notes, as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval by the Central Bank of Ireland should not be considered as an endorsement of the Issuers or of the quality of any Notes. Investors should make their own assessment as to the suitability of investing in the Notes.

Such approval relates only to the Notes which are to be admitted to trading on the regulated market (the **Euronext Dublin Regulated Market**) of Euronext Dublin or other regulated markets for the purposes of Directive 2014/65/EU (as amended, **MiFID II**) and/or which are to be offered to the public in any member state of the European Economic Area (the **EEA**) in circumstances that require the publication of a prospectus in accordance with the Prospectus Regulation (**Non-Exempt Notes**). The Base Prospectus (as supplemented at the relevant time, if applicable) is valid for 12 months from its date in relation to Non-Exempt Notes.

Application has been made to Euronext Dublin for Non-Exempt Notes issued under the Programme to be admitted to the official list (the **Official List**) and trading on the Euronext Dublin Regulated Market. The Euronext Dublin Regulated Market is a regulated market for the purposes of MiFID II.

The Listing Particulars have been approved by Euronext Dublin for the purpose of Notes for which no prospectus is required to be published in accordance with the Prospectus Regulation (**Exempt Notes**), and application has been made to Euronext Dublin for Exempt Notes issued under the Programme to be admitted to the Official List and to trading on the GEM for a period of 12 months from the date of the Listing Particulars.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer as specified in the relevant final terms document in the case of Non-Exempt Notes (the **Final Terms**), or pricing supplement document in the case of Exempt Notes (the **Pricing Supplement**). Notes which are neither listed nor admitted to trading on any stock exchange or market may also be issued.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in the Final Terms (in the case of Non-Exempt Notes) which will be filed with the Central Bank of Ireland and delivered to Euronext Dublin, or (in the case of Exempt Notes to be admitted to the Official List and to trading on the GEM), will be set out in the Pricing Supplement which will be delivered to Euronext Dublin, in each case on or before the date of issue of the Notes of such Tranche. Copies of the Final Terms or Pricing Supplement, as applicable, in relation to Notes to be listed on the Official List of Euronext Dublin will be published on the website of Euronext Dublin.

The Notes and the guarantee thereof have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States of America (the **US**) or to, or for the account or the benefit of, U.S. persons as defined in Regulation S under the Securities Act (**Regulation S**) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the US and any other jurisdiction.

The Programme has been rated A2 by Moody's Investors Service Limited (**Moody's**) and A+ by S&P Global Ratings Europe Limited (**S&P**). S&P is established in the EEA and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such, S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation) in accordance with the CRA Regulation. S&P is not established in the United Kingdom (**UK**) and has not applied for registration under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended (**EUWA**) (the **UK CRA Regulation**). Accordingly, the ratings issued by S&P have been endorsed by S&P Global Ratings UK Limited in accordance with the UK CRA Regulation and have not been withdrawn. S&P Global Ratings UK Limited is established in the UK and registered under the UK CRA Regulation. Moody's is established in the UK and registered under the UK CRA Regulation. The list of rating agencies registered under the UK CRA Regulation can be found at: https://www.fca.org.uk/firms/credit-rating-agencies. Moody's is not established in the EEA and has not applied for registration under the CRA Regulation. Accordingly, the ratings issued by Moody's have been endorsed by Moody's Deutschland GmbH in accordance with the CRA Regulation and have not been withdrawn. Moody's Deutschland GmbH is established in the EEA and registered under the CRA Regulation. As such, Moody's Deutschland GmbH is included in the list of credit rating agencies published by ESMA on its website (at https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation) in accordance with the CRA Regulation.

Notes issued under the Programme may be rated or unrated by any one or more of the rating agencies referred to above. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms or Pricing Supplement, as applicable, for that Tranche of Notes and will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates as specified in the applicable Final Terms or Pricing Supplement. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) No. 2016/1011 (the **Benchmarks Regulation**). Transitional provisions in Article 51 of the Benchmarks Regulation may apply such that the administrator of a particular benchmark is not required to obtain recognition or endorsement, or to benefit from an equivalence decision. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the relevant Issuer does not intend to update the Final Terms or Pricing Supplement, as applicable, to reflect any change in the registration status of an administrator. As at the date of this Offering Circular, the administrator of the euro interbank offered rate (**EURIBOR**) (the European Money Markets Institute) is included in the register of administrators and benchmarks established and maintained by ESMA under Article 36 of the Benchmarks Regulation.

Arranger

Barclays

Dealers

BBVA	**Barclays**
BNP PARIBAS	**Crédit Agricole**
Danske Bank	**Goodbody**
HSBC	**ING**
J.P. Morgan	**J&E Davy**
Lloyds Bank Corporate Markets	**MUFG**
RBC Capital Markets	**SMBC**

Société Générale Corporate & Investment Banking

The date of this Offering Circular is 28 August 2026

IMPORTANT INFORMATION

This Offering Circular, insofar as it relates to Non-Exempt Notes, comprises a base prospectus in respect of all Non-Exempt Notes issued under the Programme for the purposes of Article 8 of the Prospectus Regulation.

This Offering Circular, insofar as it relates to Exempt Notes, comprises a listing particulars in respect of all Exempt Notes issued under the Programme for the purposes of the Global Exchange Market Listing and Admission to Trading Rules for Debt Securities of Euronext Dublin.

Each of ESB and ESB Finance accepts responsibility for the information contained in this Offering Circular and in the Final Terms or Pricing Supplement, as applicable, for each Tranche of Notes issued under the Programme. To the best of the knowledge of ESB and ESB Finance, the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Offering Circular is to be read in conjunction with all information which is deemed to be incorporated in it by reference (see "*Information Incorporated by Reference*"). This Offering Circular shall be read and construed on the basis that such information is incorporated in and forms part of this Offering Circular.

Other than in relation to the information which is deemed to be incorporated by reference (see "*Information Incorporated by Reference*"), the information on the websites to which this Offering Circular refers does not form part of this Offering Circular and has not been scrutinised or approved by the Central Bank of Ireland.

Neither the Dealers nor the Trustee (as defined below) have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or the Trustee as to the accuracy or completeness of the information contained in or incorporated by reference into this Offering Circular or any other information provided by ESB and/or ESB Finance in connection with the Programme. None of the Dealers or the Trustee accepts any liability in relation to the information contained in or incorporated by reference into this Offering Circular or any other information provided by ESB and/or ESB Finance in connection with the Programme.

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

Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by ESB or ESB Finance, any of the Dealers or the Trustee that any recipient of this Offering Circular or of any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of ESB and/or ESB Finance. Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of ESB or ESB Finance, any of the Dealers or the Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in it concerning ESB and/or ESB Finance is correct at any time subsequent to its date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of ESB or ESB Finance during the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention.

IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms or Pricing Supplement, as applicable, in respect of any Notes includes a legend entitled "**Prohibition of Sales to EEA Retail Investors**", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been

prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS – If the Final Terms or Pricing Supplement, as applicable, in respect of any Notes includes a legend entitled "**Prohibition of Sales to UK Retail Investors**", the Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA (**UK MiFIR**) or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 (SI 2024/105) (**POATRs**). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

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

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

UK MiFIR product governance / target market – The Final Terms or Pricing Supplement, as applicable, in respect of any Notes may include a legend entitled **"UK MiFIR product governance"** which will outline the target market assessment in respect of the relevant Notes and which channels for distribution of the relevant Notes are appropriate. Any person subsequently offering, selling or recommending the relevant Notes (a **UK MiFIR distributor**) should take into consideration the target market assessment; however, a UK MiFIR distributor subject to the UK Financial Conduct Authority (**FCA**) Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the relevant Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Notice to Ontario permitted investors - The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offering Circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Notes issued as Green Bonds or European Green Bonds – None of the Dealers, the Arranger, the Trustee nor any of their respective affiliates accepts any responsibility for any environmental or sustainability assessment of any Notes issued as Green Bonds or European Green Bonds or makes any representation or warranty or gives any assurance as to whether such Notes will meet any investor expectations or requirements regarding such "green" or similar labels (including in relation to Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the **EU Taxonomy Regulation**) and any related technical screening criteria, Regulation (EU) 2023/2631 on European Green Bonds and optional disclosures for bonds marketed as environmentally

sustainable and for sustainability-linked bonds (the **EU Green Bond Regulation**) which establishes an EU-wide market standard for "green" bonds, Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (**SFDR**) and any implementing legislation and guidelines, or any similar legislation in the UK) or any requirements of such labels as they may evolve from time to time.

As described in "Use of Proceeds" below, an amount equal to the net proceeds of the issuance of any Notes issued as Green Bonds is intended to be applied exclusively to finance or refinance, in whole or in part, Eligible Green Projects (as defined in the risk factor "*Notes designated as Green Bonds may not be a suitable investment for all investors seeking exposure to green assets*" below) which meet the eligibility criteria set out in ESB's green finance framework, as it may be amended, supplemented or replaced from time to time, published on ESB's website at https://esb.ie/investors/green-financing (the **Green Finance Framework**). A summary of the Green Finance Framework, including a description of the eligible green project categories, the process for project evaluation and selection, the management of proceeds, reporting arrangements and external review, is set out in "Use of Proceeds". An amount equal to the net proceeds from the issue of any Notes issued as European Green Bonds will be applied by the relevant Issuer specifically to finance and/or refinance in whole or in part the project(s) described in the applicable Final Terms in accordance with the requirements of the EU Green Bond Regulation. Prospective investors should have regard to the information in "Use of Proceeds" and the Green Finance Framework regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary.

In particular no assurance is given by the Issuers, the Guarantor, the Arranger or any of the Dealers, or any of their respective affiliates, that the use of such proceeds for any Eligible Green Projects and/or any projects in accordance with the EU Green Bond Regulation will, in each case, satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, the relevant projects).

None of the Dealers, the Arranger, the Trustee nor any of their respective affiliates have undertaken, nor are they responsible for, any assessment of the Eligible Green Projects, any verification of whether the Eligible Green Projects meet any eligibility criteria set out in the Green Finance Framework or any European Green Bond Factsheet (as defined below), the compliance of any issuance with the EU Green Bond Regulation or the monitoring of the allocation or use of proceeds (or amounts equal thereto) for any Notes issued as Green Bonds or European Green Bonds, nor the impact or monitoring or reporting of such use of proceeds (or amounts equal thereto) nor the allocation of the proceeds to particular Eligible Green Projects or the alignment of any Green Bonds or European Green Bonds. Investors should refer to the Green Finance Framework, the independent opinion issued by Moody's or any subsequent independent opinion issued by a sustainable rating agency on ESB's Green Finance Framework (the **Second Party Opinion**), the European Green Bond Factsheet(s), any accompanying pre- and post-issuance review reporting and any other public reporting by or on behalf of the relevant Issuer in respect of the application of proceeds (or amounts equal thereto) all of which will be found on ESB's website at https://esb.ie/investors/green-financing, but for the avoidance of doubt, and other than the relevant European Green Bond Factsheet(s), will not be incorporated by reference into this Offering Circular. None of the Arranger, the Dealers, the Trustee nor any of their respective affiliates make any representation as to the suitability or content of such materials.

In relation to Notes identified as "Green Bonds" in the applicable Final Terms or Pricing Supplement, a sustainability rating agency, sustainability consulting firm or other external reviewer will be requested to issue a Second Party Opinion confirming that the Green Finance Framework or any such Green Bonds issued under the Programme are aligned with the four core components of the International Capital Market Association Green Bond Principles or with any other standard or market practice. In relation to any Notes identified as "European Green Bonds" in the applicable Final Terms, an external reviewer will be requested to issue a pre-issuance review related to a European Green Bond Factsheet and a post-issuance review related to the allocation report drawn up after the full allocation of the proceeds of such Notes and may be requested to issue an impact report review related to any impact report drawn up in relation to such Notes. Any such opinion, review, assessment or certification is not a recommendation by the Issuers, the Guarantor, the Arranger, any Dealer or any other person to buy, sell or hold any such Notes and is current only as of the date it was issued. For the avoidance of doubt, any report, review, certification or pre-issuance review document issued for any Notes issued as European Green Bonds and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Offering Circular (save for the European Green Bond Factsheet which is incorporated by reference to this Base Prospectus) and should not be relied upon in connection with making any investment decision with respect to any Notes to be issued under the Programme.

No representation or assurance is given by the Issuers, the Guarantor, the Arranger or any of the Dealers as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Notes issued as Green Bonds or European Green Bonds, nor is any such opinion or certification a recommendation by the Issuers, the Guarantor, the Arranger or any Dealer or any of their respective affiliates to buy, sell or hold any such Notes. In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green" or other equivalently labelled segment of a stock exchange or securities market, no representation or assurance is given by ESB, ESB Finance, the Arranger or any of the Dealers or any of their respective affiliates that such listing or admission will be obtained or maintained for the lifetime of the Notes.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS OFFERING CIRCULAR AND OFFERS OF NOTES GENERALLY

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. If a jurisdiction requires that an offering of any Notes be made by a licensed broker or dealer, and the Dealers or any parent company or affiliate of the Dealers is a licensed broker or dealer in that jurisdiction and so agrees, the offering shall be deemed to be made by the Dealers, or such parent company or affiliate, on behalf of the Issuer in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. ESB, ESB Finance, the Dealers and the Trustee do not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by ESB, ESB Finance, the Dealers or the Trustee which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the EEA (including Ireland), the UK and Japan, see "*Subscription and Sale*".

This Offering Circular has been prepared on the basis that any offer of Notes in the UK will be exempt from the prohibition on public offers of relevant securities under the POATRs or any requirement to publish a prospectus under the Admission to Trading on a Regulated Market Sourcebook of the Handbook of Rules and Guidance adopted by FCA (the FCA Handbook). The Offering Circular is not a prospectus for the purposes of the Admission to Trading on a Regulated Market Sourcebook of the FCA Handbook.

This Offering Circular has been prepared on the basis that any offer of Notes in any Member State of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in any Member State of the EEA of Notes which are the subject of any offering contemplated in this Offering Circular as completed by a Final Terms or Pricing Supplement, as applicable, in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for ESB or ESB Finance or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in relation to such offer.

Neither ESB, ESB Finance nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for ESB or ESB Finance or any Dealer to publish or supplement a prospectus for such offer.

SUITABILITY OF INVESTMENT

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;

(ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets;

(v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and

(vi) understands the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the relevant Notes.

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

PRESENTATION OF INFORMATION

Certain Defined Terms and Conventions

Capitalised terms which are used but not defined in any particular section of this Offering Circular will have the meaning attributed to them in "*Terms and Conditions of the Notes*" or any other section of this Offering Circular. In addition, the following terms as used in this Offering Circular have the meanings defined below:

In this Offering Circular, all references to:

- *U.S. dollars*, *U.S.$* and *$* refer to United States dollars, being the legal currency for the time being of the United States of America;
- *Sterling* and *£* refer to pounds sterling, being the legal currency for the time being of the UK; and
- *euro, EUR* and *€* refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

References to a **billion** are to a thousand million.

Certain figures and percentages included in this Offering Circular have been subject to rounding adjustments; accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

In this Offering Circular, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

STABILISATION

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

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OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms or Pricing Supplement. The relevant Issuer, the Guarantor and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, if appropriate, a new Offering Circular or a supplement to the Offering Circular will be published.

This overview constitutes a general description of the Programme for the purposes of Article 25.1(b) of Commission Delegated Regulation (EU) 2019/980.

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes"* shall have the same meanings in this Overview.

Issuers:	Electricity Supply Board and ESB Finance DAC
Legal Entity Identifier (LEI):	Electricity Supply Board: 635400UFHDIQCDZ6JK11 ESB Finance DAC: 635400VCPRSU89DLMZ57
Guarantor (in the case of Notes issued by ESB Finance only):	Electricity Supply Board
Risk Factors:	There are certain factors that may affect the ability of ESB and ESB Finance to fulfil their obligations under Notes issued under the Programme. There are also certain factors that may affect the Guarantor's ability to fulfil its obligations under the Guarantee. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. All of these are set out under "*Risk Factors*".
Description:	Euro Medium Term Note Programme
Arranger:	Barclays Bank Ireland PLC
Dealers:	Banco Bilbao Vizcaya Argentaria, S.A. Barclays Bank Ireland PLC BNP PARIBAS Crédit Agricole Corporate and Investment Bank Danske Bank A/S Goodbody Stockbrokers UC HSBC Continental Europe ING Bank N.V. J.P. Morgan Securities plc J&E Davy Unlimited Company Lloyds Bank Corporate Markets plc MUFG Securities (Europe) N.V. RBC Europe Limited RBC Capital Markets (Europe) GmbH SMBC Bank International plc Société Générale

	and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*") including the following restrictions applicable at the date of this Offering Circular. **Notes having a maturity of less than one year** In respect of any Notes having a maturity of less than one year from the date of their issue, the relevant Issuer will issue such Notes only in accordance with one of the exemptions from the requirement to hold a banking licence provided by Notice BSD C 01/02 issued by the Central Bank of Ireland pursuant to section 8(2) of the Central Bank Act 1971 of Ireland, inserted by section 31 of the Central Bank Act 1989 of Ireland, as amended by section 70(d) of the Central Bank Act 1997 of Ireland. Any such Notes will not have the status of a bank deposit and will not be within the scope of the Deposit Protection Scheme operated by the Central Bank of Ireland. Neither ESB nor ESB Finance are regulated by the Central Bank of Ireland. Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the UK, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the FSMA unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "*Subscription and Sale*".
Principal Paying Agent and Transfer Agent:	Citibank, N.A., London Branch
Registrar:	Citibank Europe plc
Trustee:	Citicorp Trustee Company Limited
Programme Size:	Up to EUR8,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, Notes may be denominated in euro, Sterling, U.S. dollars, yen and any other currency agreed between the relevant Issuer and the relevant Dealer.
Maturities:	The Notes will have such maturities as may be agreed between the relevant Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency. There are certain regulatory requirements as regards any Notes having a maturity of less than a year, as to which see the section above titled "*Certain Restrictions*".
Issue Price:	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes:	The Notes will be issued in either bearer or registered form as described in "*Form of the Notes*". Registered Notes will not be exchangeable for Bearer Notes and *vice versa*.

Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the relevant Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.
Floating Rate Notes:	Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms or Pricing Supplement, as applicable. The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Notes.
Index Linked Notes:	Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to an inflation index as the relevant Issuer and the relevant Dealer may agree and as specified in the applicable Final Terms or Pricing Supplement.
Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes:	Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both. Index Linked Interest Notes or Index Linked Redemption Notes may be redeemed prior to Final Maturity as further described in Condition 7.8 (*Redemption and Purchase – Redemption for Indexation Reasons*). Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the relevant Issuer and the relevant Dealer.
Benchmark Replacement:	In the event that the relevant Issuer determines that a Benchmark Event (as defined in "*Terms and Conditions of the Notes*") has occurred, such that any rate of interest (or any component part thereof) cannot be determined by reference to the original benchmark specified in the applicable Final Terms or Pricing Supplement, then such rate of interest may be substituted (subject to certain conditions) with a Successor Rate or Alternative Reference Rate (with consequent amendment to the terms of such Series of Notes and the application of an Adjustment Spread (which could be positive, negative or zero)). See Condition 5.7 (*Benchmark Replacement*) for further information.
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	The applicable Final Terms or Pricing Supplement will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons, indexation reasons, following an Event of Default or a change of control) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer. The terms of any such redemption, including notice periods, relevant redemption dates and prices will be indicated in the applicable Final Terms or Pricing Supplement. If specified in the applicable Final Terms or Pricing Supplement, the relevant Issuer may redeem the relevant Notes prior to their stated maturity at the Make-Whole Redemption Amount.

	Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "*Certain Restrictions – Notes having a maturity of less than one year*" above.
Clean-Up Call:	If indicated in the applicable Final Terms or Pricing Supplement, the relevant Issuer will have the option to redeem the relevant Notes in whole, but not in part, at par if at least 75 per cent. or more of the aggregate principal amount of the relevant Notes has been purchased or redeemed by the relevant Issuer. See Condition 7.5 (*Clean-Up call option*) for further information.
Change of Control Redemption:	Noteholders will have the option to require the relevant Issuer to redeem or, at the relevant Issuer's option, purchase Notes on the occurrence of an Event Risk Put Event, as described in Condition 7.7 (*Redemption as a result of a Change of Control of the Issuer*).
Redemption for tax reasons:	Except as described in "*Redemption*", "*Change of Control Redemption*" and "*Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes*" above, early redemption will only be permitted for tax reasons as described in Condition 7.2 (*Redemption and Purchase – Redemption for tax reasons*).
Denomination of Notes:	The Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions – Notes having a maturity of less than one year"* above, and save that the minimum denomination of each Non-Exempt Note will be EUR100,000 (or, if the Non-Exempt Notes are denominated in a currency other than EUR, the equivalent amount in such currency).
Taxation:	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 8 (*Taxation*). In the event that any such deduction is made, the relevant Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances provided in Condition 8 (*Taxation*), be required to pay additional amounts to cover the amounts so deducted.
Negative Pledge:	The terms of the Notes will contain a negative pledge provision as further described in Condition 4 (*Covenants*).
Asset Sales:	The terms of the Notes will contain an asset disposals covenant as further described in Condition 4 (*Covenants*).
Cross Default:	The terms of the Notes will contain a cross default provision as further described in Condition 10 (*Events of Default and Enforcement*).
Status of the Notes:	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Covenants*)) unsecured obligations of the relevant Issuer and will rank *pari passu* among themselves 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 relevant Issuer, from time to time outstanding.
Guarantee:	The Notes issued by ESB Finance will be unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under its guarantee will be direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Covenants*)) unsecured obligations of the Guarantor and will rank *pari passu* 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 Guarantor from time to time outstanding.
Rating:	The Programme has been rated A2 by Moody's and A+ by S&P. S&P is established in the EEA and is registered under the CRA Regulation. As such, S&P is included in the list of credit rating agencies published by ESMA on its website (at https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation) in accordance with the CRA Regulation. S&P is not established in the UK and has not applied for registration under the UK CRA Regulation. Accordingly, the ratings issued by S&P have been endorsed by S&P Global Ratings UK Limited in accordance with the UK CRA Regulation and have not been withdrawn. S&P in accordance with the UK CRA Regulation is established in the UK and registered under the UK CRA Regulation. Moody's is established in the UK and registered under the UK CRA Regulation. The list of rating agencies registered under the UK CRA Regulation can be found at: https://www.fca.org.uk/firms/credit-rating-agencies. Accordingly, the ratings issued by Moody's have been endorsed by Moody's Deutschland GmbH in accordance with the CRA Regulation and have not been withdrawn. Moody's Deutschland GmbH is established in the EEA and registered under the CRA Regulation. As such, Moody's Deutschland GmbH is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms or Pricing Supplement and will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing:	Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and trading on the GEM or its regulated market. Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the relevant Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued. The applicable Final Terms or Pricing Supplement will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.
Governing Law:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with: (i) in the case of an English Law Note, English law; or (ii) in the case of an Irish Law Note, Irish law.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Ireland), the UK and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see "*Subscription and Sale*".
United States Selling Restrictions:	Regulation S, Category 2. TEFRA C or D/TEFRA not applicable, as specified in the applicable Final Terms or Pricing Supplement.

RISK FACTORS

Except where the context otherwise requires, references in this section entitled "Risk Factors" to (a) the "Issuer" shall be construed as references to the relevant Issuer of a Series of Notes, (b) the "Guarantor" shall be construed as references to the Guarantor with respect to a Series of Notes, if applicable and (c) the "Guarantee" shall be construed as references to the Guarantee with respect to a Series of Notes, if applicable.

In purchasing Notes, investors assume the risk that the Issuer and the Guarantor may become insolvent or otherwise be unable to make all payments due in respect of the Notes or under the Guarantee. There is a wide range of factors which individually or together could result in the Issuer and the Guarantor becoming unable to make all payments due. ESB and ESB Finance believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer and the Guarantor to pay interest, principal or other amounts on or in connection with any Notes or the Guarantee may occur for other reasons which may not be considered significant risks by ESB and/or ESB Finance based on information currently available to them or which they may not currently be able to anticipate.

The purchase of Notes involves substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. Before making an investment decision, prospective purchasers of Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in this Offering Circular as supplemented from time to time.

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

Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views, based upon their own judgement and upon advice from such financial, legal and tax advisers as they have deemed necessary, prior to making any investment decision.

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RISK FACTORS RELATING TO THE ISSUER, THE GUARANTOR AND THE GROUP

1. Business risks

The economic environment in which the Group operates

ESB operates in a business and economic environment characterised by significant uncertainty and a wide range of evolving external variables. Global and national energy systems are in a period of structural transition, with future outcomes influenced by volatile commodity prices, geopolitical developments such as conflicts in Ukraine and the Middle East, the pace and cost trajectory of renewable technologies, increased electrification and data-centre–driven demand growth, rapid advances in artificial intelligence (**AI**) and other digital technologies, supply-chain constraints, housing and infrastructure bottlenecks, and shifting policy and regulatory frameworks and political priorities across Ireland, Northern Ireland, Great Britain and Europe. These uncertainties require ESB to prepare for multiple plausible futures, each shaped by different combinations of technological innovation, economic conditions, customer behaviour, climate impacts, and policy direction.

The ability of ESB and its subsidiaries taken as a whole (the **Group**) to maintain and grow its business and profit levels could be adversely affected by macroeconomic factors, such as a general economic downturn, sustained high inflation or geopolitical tensions. The continued impact of the war between Ukraine and Russia (and associated sanctions) and the ongoing and volatile conflict in the Middle East, combined with inflation and monetary policy measures taken to control it, the impact of higher energy and food prices, as well as greater uncertainty and negative consumer confidence trends, may present challenges for growth and amplify the level of

macroeconomic risk faced by the Group. The increased uncertainty in, and disruption to, international supply chains may also constrain investment growth in the near term.

The immediate impacts on the Irish economy of conflict in the Middle East has included fuel price increases, national protests, fuel disruptions and the introduction of Government supports for the Irish economy valued at approximately €750 million. In addition, there may be greater political focus on cost of living issues including, although not limited to, electricity prices. This has increased the potential for policy and regulatory interventions which may pose financial risk for the electricity industry – including, but not limited to, windfall taxes, challenges to regulatory models and intervention on pricing. In addition, there is a potential for an increase in customer payment default levels.

Ireland's economic outlook has been revised against the backdrop of a renewed global energy shock, with the Government of Ireland warning that higher prices and geopolitical uncertainty will weigh on economic growth in the near term. In its 2026 Annual Progress Report,[1] the Irish Department of Finance said the global economy is now facing a second major energy price disruption in less than five years, driven by instability in the Middle East and its impact on energy supply. The outlook stated that inflation could reach as high as 6.7 per cent. in less than a year, according to a "severe" scenario forecast by the Department of Finance.

While European and UK economic growth has been subdued, the Irish economy and fiscal position currently remains strong, despite growing external and internal downside risks.

The majority of the Group's business activities and investments are located in the Republic of Ireland – whose economy is reliant on highly mobile inward investment which is concentrated in a relatively limited number of sectors and whose performance may be sensitive to changes in international tax and trade regimes, including those which might be driven by political events in the US and other major global economies, including the developments and risks outlined above. This may include both negative impacts on economic activity and pressure on government finances from a reduction in corporate tax revenues.

Any of the above could result in lower business activity levels and/or lower profitability in existing Group business lines. In addition, the fixed nature of a significant proportion of the Group's cost base could, in such circumstances, make it difficult for the Group to achieve cost savings which may be required in response to lower business activity levels, revenues and/or profits.

An economic downturn (especially in Ireland or the UK) could also adversely affect the ability of the Group to proceed with planned investments. Furthermore, the value of the Group's regulated asset base and its allowed cost base is adjusted for inflation or deflation as part of the applicable regulatory pricing structure (see further the section of this Offering Circular entitled "*Description of ESB*"). Therefore, the occurrence of a significant economic recession in Ireland and/or deflation in Ireland (for example, as a result of monetary policy designed to control inflationary pressure) could have an adverse effect on the Group's results of operations, prospects and/or financial condition.

Systems and business interruption and information security/cyber risk

The Group's ability to manage its operations and engage in critical business tasks is dependent on the efficient and uninterrupted operation of its IT/OT, software, hardware and communication systems and on key personnel and suppliers who provide, operate or maintain these systems. It is also dependent on the performance of the IT/OT, software, hardware and communication systems used by third parties in the course of their dealings with the Group. There is a risk that a relevant system could fail due to human error, technical issues outside the control of the Group, lack of adherence to internal policies, upgrade failure and/or supplier non-performance.

Any such failure could have an adverse effect on the Group's results of operations, operating cost, prospects and/or financial condition.

Whilst the Group treats the security of its information and systems with the upmost seriousness and employs a range of best practice cyber security measures, the confidentiality, integrity and availability of information owned or controlled by the Group could be affected by factors that include human error, ineffective design or operation of key controls, data theft or through cyber-attack.

Current geopolitical tensions have also increased the potential for such an attack. ESB's Chief Information Security Officer team are in regular communication with the National Cybersecurity Centre to gather and action any applicable cybersecurity intelligence related to geopolitical threats. Currently Ireland is at a threat level of medium from such attacks and this threat level has not changed since early 2022.

The impact of any such cybersecurity breach could also have consequences for the Group under EU data protection legislation, such as Regulation (EU) No 2016/679, which could lead to potential fines of up to 4 per cent. of an organisation's global revenues for data protection breaches. Cybersecurity breaches may also have consequences

[1] Department of Finance Annual Progress Report 2026

for the Group under the Network and Information Systems Directive (EU) 2022/2555 (known as NIS2, replacing Directive (EU) 2016/1148), which could lead to potential fines of up to 2 per cent. of global turnover.

Loss of data integrity and any compromise of the availability or confidentiality of information or systems held and operated by the Group could affect the Group's ability to conduct day-to-day operations and may have an adverse impact on the Group's business, reputation, results of operations, operating costs, prospects, safety and/or financial condition.

Risks to the delivery of large-scale infrastructure projects and systems

Given recent global policy trends towards decarbonisation and reliability (which is reflected in the Commission for Regulation of Utilities' (**CRU**) Price Review 6 2026 - 2030 (**PR6**) (see further the section of this Offering Circular entitled "*Description of ESB – ESB Networks Regulated Returns*")) together with economic growth, there is a risk that ESB might fail to deliver the reliable and increasingly complex electricity network and renewable generation infrastructures and systems required to meet future customer and societal needs, particularly in the areas of constructing and connecting renewable energy sources, supporting wholescale electrification, accelerated housing growth and facilitating distributed energy services.

The war in the Middle East, in addition to the ongoing Russia/Ukraine conflict have created major uncertainty in relation to safe transport routes and supply chains in Europe. Lagged impacts are expected to strain ESB work programmes and operations. The war's immediate impacts on the Irish economy have led to fuel price increases, national protests, fuel disruptions and Government interventions in the economy and further developments in these areas have the potential to impact adversely ESB's delivery of large-scale infrastructure projects and systems.

In addition, there is a risk that such capital projects may not meet the forecast cost, timeline or project quality criteria required to deliver their intended benefits, financial returns or ensure adequate asset life. These risks have been amplified by ongoing issues with supply chains, consenting and planning and the increasing scale of individual projects in areas such as offshore wind generation and onshore electricity transmission. Over time, any such failures may have an adverse impact on the Group's business, reputation, growth, results of operations, prospects, and/or financial condition, including potentially impacting its regulatory relationships. In addition, a large proportion of ESB's income derives from regulatory contracts that govern the commercial model of its regulated networks business and any failure to achieve the full set of incentives and performance laid out in these contracts could negatively impact on the Group's performance. Finally, failure to deliver growth and performance in the Group's regulated networks business may also increase the proportion of its earnings derived from riskier unregulated businesses, which in turn could result in an increase in the business risk profile of the Group, particularly in respect of the Group's results of operations and the potential volatility of the Group's earnings.

Security of primary energy sources

The principal sources of primary energy in the Irish electricity market are gas, wind, solar and hydro. Coal as primary energy for electricity production ceased in June 2025. Approximately 60 per cent. of the primary energy for electricity production in Ireland is imported fuel. At present approximately 80 per cent. of gas used in Ireland is purchased on the UK gas markets, which in turn are supplied by production in the UK, European imports and the import of liquefied natural gas. The balance comes from indigenous resources, primarily the Corrib gas field. The Corrib gas field started commercial production in late 2015 and materially reduced the dependence on gas imports in Ireland. Production at Corrib has peaked, and output has begun to decline, meaning the proportion of Irish gas attributable to domestic production (as opposed to imports) is expected to reduce to zero over time.

There is a risk that the Group's electricity generating capability, reputation, regulatory and political relationships and its financial condition and operations could be materially adversely affected if there is any disruption to the importation of fuel into Ireland. While Europe has made significant progress in reducing its dependence on Russian gas, it continues to rely on liquified natural gas (**LNG**) from international markets. Heightened tensions in the Middle East and the ongoing conflict in Ukraine continue to pose risks to global energy supply chains. Any disruption to these supply chains or reduction in the availability of imported primary energy sources could affect the Group's electricity generating capability and may have an adverse impact on the Group's business, results of operations, operating costs and/or financial condition.

2. Political, regulatory and legal risks

Geopolitical environment

The geopolitical environment remains unsettled with conflicts in Ukraine and the Middle East, potential conflict in East Asia and growing tensions over trade. The growing potential for trade/industrial and energy/climate policy priorities to conflict with each other is underlined by the stringent tariffs imposed by the EU and US.

Geopolitical risks remain relevant for the Group. Principally, the long-term impact on the Group's business of the ongoing conflicts in the Middle East and Ukraine remains uncertain. The long-term implications of the crises in the Middle East and Ukraine include measures to reduce the reliance of the EU and the UK on fossil fuels which

may reshape energy policy, resulting in supply chain disruptions or increases to the prices of goods and services. If such tensions were to increase, some potential consequences include the sudden disruption to supply chains, the loss of major markets and regulatory penalties imposed by governmental and regulatory bodies with which the Group may be obliged to comply. The financial impact of this geopolitical tension could be significant but currently remains unclear.

These recent geopolitical developments have also heightened the threat of physical attacks on ESB assets, as well as on critical supporting infrastructure owned by third parties, including the risk posed by state actors. Over the past two years, similar assets in other European markets have been targeted, underscoring the vulnerability of energy infrastructure to such incidents. Should ESB experience a physical attack, the resulting financial consequences could include substantial repair costs, disruptions to operations, fines, and increased insurance premiums. Additionally, reputational damage may arise from public concerns over the Group's ability to safeguard its assets and maintain reliable service, potentially impacting regulatory relationships and customer confidence. These risks are similar to, and compounded by, the broader context of cyber threats outlined above, which may also have been amplified by this increased geopolitical threat environment.

Regulation of markets and networks

A significant part of the business activities of ESB and the Group are carried on in regulated markets and are therefore subject to regulation as licensed activities. As a vertically integrated undertaking, ESB is subject to a broad range of licence obligations and to various legal and regulatory ring-fencing and unbundling obligations. Any non-compliance with applicable obligations could lead to investigation, sanctions, or ultimately loss of licence and/or, in the case of unbundling obligations, the imposition of more onerous structural unbundling or divestment requirements. Whilst ESB has rigorous compliance measures in place, there remains a degree of residual risk, for example that based on subjective analysis, a competent authority such as a regulator could make an unfavourable decision.

In particular, changes to the regulatory regimes operated by the Irish energy regulator, the CRU, or by the Northern Ireland energy regulator, the Northern Ireland Authority for Utility Regulation (**UR**), the UK's Office of Gas and Electricity Markets (**OFGEM**) and/or changes in regulated rates of return, or the basis on which such rates of return are calculated, including, for example, the continued use of the Capital Asset Pricing Model, and/or changes in margins earned by the Group, could impact adversely on the Group's financial performance, operations and prospects. In addition, and over the longer-term, changes to networks' regulatory models to enhance levels of contestability may also reduce the earnings, growth potential and profitability of ESB's regulated networks businesses.

Even in markets where the Group is not subject to price regulation directly, changes to the structure or regulation of the relevant market could have an adverse impact on the Group's financial performance, operations and prospects.

As described above, regulatory and policy interventions in relation to energy affordability, stemming from policy and political responses to increased fuel prices or the costs to consumers of the energy transition as well as changes in the level of support for decarbonisation, renewables and electrification could also have a financial impact on ESB wholesale/generation, retail energy and regulated network businesses (for example, measures to ameliorate network user tariffs or to change generation and retail market structures). More recently, several international markets have seen the reversal of policies and regulatory arrangements aimed at supporting growth in renewable generation and the decarbonisation of the electricity system, resulting in significant losses for generation project developers in particular – most notably in the United States. Recent political commentary in the UK regarding the potential for cancellation of CfDs (as defined below) for future and existing renewable generation projects, has suggested that such risks might also apply to the UK where ESB has significant investments. If such risks were to materialise, they could impact the Group's financial performance and strength.

There has been continued occurrences of electricity system "amber alerts" reflecting concerns among electricity system operators in Ireland and the UK regarding the amount of available generation capacity to meet system needs. Amber alerts are issued when the electricity system comes under pressure to meet demand, often at periods of low wind. The ongoing conflict in Ukraine and the escalation of developments in the Middle East may also increase the risk of security of supply in the event of an interruption to gas supplies. In the event of power outages, there may be a risk of political or regulatory action which could have a detrimental financial or reputational impact against ESB and other electricity market participants.

Climate change: Physical risks and climate transition risks

Climate change has continued with elevated temperatures in 2025, and the European Environment Agency has warned of more frequent and intense extreme weather events. Storm Éowyn in January 2025 was a significant example of a severe weather event which had significant adverse consequences for ESB and its customers on the island of Ireland.

Climate change may have a negative impact on ESB's assets, including a negative customer and financial impact, and/or may require additional investment. Increased frequency of extreme weather conditions may also pose operational challenges for the Group.

Physical climate events notably storms, flooding and changing weather patterns have the potential to cause damage to ESB assets, particularly in ESB's generation and networks businesses.

Changing weather patterns may also impact on the volumes achieved from the Group's wind and hydro generation assets. Weather events such as intense rainfall could also lead to more incidences where ESB has to manage flood water through its hydro generation plants.

The Group's businesses are increasingly influenced by global, European and national policies designed to address climate change and reduce the impact of greenhouse gases (**GHGs**).

Failure to adhere to current or future legislation aimed at addressing climate change could adversely impact on the Group's operations or commercial position. Failure to respond adequately to the risks posed by both climate change and policies designed to mitigate it, could have an adverse effect on the Group's results of operations, operating cost, reputation and/or financial conditions.

ESB's commitments to net zero GHG emissions, as well as energy policy changes and the regulatory environment have the potential to impact, in the medium to long term, on the level of electricity generation from ESB's thermal generation fleet.

This, coupled with an increasing amount of renewable generation assets being connected to the grid both in Ireland and Great Britain, as well as increased costs related to thermal energy sources, including carbon costs, may result in changes to future cash flows derived from thermal assets and impact on expected useful lives.

Failure to put in place and maintain reporting, monitoring and control mechanisms for climate and other ESG obligations and commitments may result in negative financial and/or reputational consequences for the Group.

Any future reversal in political support for measures to reduce GHG emissions has the potential to negatively impact the growth potential and policy supports that underpin the Group's investments in assets and projects that aim to support the energy transition.

State ownership and Government control

ESB is majority owned by the Government of Ireland (see further the section of this Offering Circular entitled "*Description of ESB – Overview*"). As such, the Group's strategy, business operations, capital structure, corporate and environmental policies, profitability, dividend policy and level of retained profit are directly and indirectly influenced by decisions of the Government of Ireland over which the Group has no control. There is a risk that dividend policy could be changed such that the retained profits of the Group are lower. In addition, under its governing legislation, ESB is required to obtain the consent of the Minister for Climate, Energy and the Environment, the Minister for Finance and/or the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation of Ireland in order to engage in a variety of commercial transactions. There can be no assurance that such consents will be forthcoming when requested by the management of ESB and failure to obtain such consents could negatively impact profitability of the Group. Political developments (including the composition and identity of the Government of Ireland from time to time) and considerations, therefore, have the ability to adversely impact upon the Group's business, results of operations, operating costs, prospects and/or financial condition.

3. Financial risks

Financial market & commodity price risks

The Group is exposed to movements in wholesale power, fuel and carbon allowance prices through its electricity generation and supply activities. Following a period of relative stability, commodity market volatility has begun to increase once again. European energy markets remain highly sensitive to external supply risks, with geopolitical developments affecting key production and transportation hubs and contributing to fluctuations across gas, power, and related commodity markets. European markets are also influenced by global fuel price dynamics, as gas continues to play a significant role in power price formation within the Single Electricity Market (SEM). Consequently, short-term disruptions, such as interruptions to LNG shipping routes or outages at major export facilities, can quickly affect wholesale market conditions and lead to renewed periods of volatility.

These market characteristics mean the Group's profitability may be significantly affected by changes in power, fuel, and carbon allowance prices, as well as variations in generation costs. While periods of stability may occur, the broader operating environment remains susceptible to geopolitical developments, weather-driven supply-

demand imbalances and global energy market dynamics. As a result, the Group expects sustained wholesale market volatility to remain a feature of its operating environment for the foreseeable future.

The Group is exposed to a variety of wholesale market trading and financial market risks, including interest rate, inflation, foreign exchange, counterparty credit, funding, commodity and liquidity risks. Entities within the Group engage in various hedging arrangements such as commodity prices, interest rate, inflation-linked, and foreign exchange swaps which are intended to mitigate these risks. However, these hedging arrangements also introduce counterparty risks.

The Group's exposure to funding and liquidity risks can be intensified by factors such as debt repayment requirements, cash collateral or break provisions within derivative contracts and unexpected changes in the level or timing of revenues or capital and operating expenditures. Specifically, cash collateral requirements related to marked-to-market movements in the value of open forward fuel commodity trades can affect the timing (though not the ultimate cost) of hedged fuel commodity purchases. Additionally, reductions in anticipated electricity demand could result in Group entities becoming over-hedged regarding forward fuel commodity requirements. The Group strives to monitor, report and manage all these risks within a strict framework of controls and procedures. Nonetheless, there is no assurance that market, political or legislative developments will not adversely affect the Group's financial performance. Where possible, the Group applies IFRS 9 hedge accounting treatment to its treasury related derivative transactions.

See further "*Description of ESB – ESB's Summary Financial Information*".

Borrowing restrictions and covenants

ESB is subject to certain covenants and restrictions under the terms of its senior unsecured debt securities and credit facilities. There is a risk that ESB will fail to comply with such restrictions or covenants and this could have an adverse effect on the Group's ability to refinance its debt with an associated impact on interest costs.

4. Factors that may affect the ability of ESB Finance to fulfil its obligations under Notes issued by it under the Programme

ESB Finance is a special purpose financing entity

ESB Finance is a special purpose financing entity with no business operations other than the entry into of financing arrangements (including the issuance of Notes under the Programme), the lending of the proceeds to ESB or other members of the Group, the giving of intra-group guarantees, and the entry into of certain ancillary arrangements, including related hedging contracts. ESB Finance's only material assets are receivables due to it from ESB or other members of the Group under intra-Group financing arrangements and/or from third parties. Therefore, ESB Finance is subject to all risks to which ESB is subject, to the extent that such risks could limit ESB's or the relevant Group recipient's ability to satisfy in full and on a timely basis its obligations to ESB Finance under such loans.

RISKS RELATING TO THE NOTES

5. Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features.

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return

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

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

In particular, where Clean-Up Call is specified as being applicable in the applicable Final Terms or Pricing Supplement there is no obligation under the Conditions of the Notes for the Issuer to inform Noteholders if and when the threshold of 75 per cent. (or such higher percentage as may be specified in the applicable Final Terms or Pricing Supplement) of the principal amount of relevant Notes purchased or redeemed has been reached or is about to be reached, and the Issuer's right to redeem at par will exist notwithstanding that, immediately prior to the serving of a notice in respect of the exercise of the Clean-Up Call, the relevant Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

There are particular risks associated with an investment in Index Linked Notes. In particular, an investor might receive less interest than expected or no interest in respect of such Notes and may lose some or all of the principal amount invested by it

The Issuer may issue Notes with principal or interest payable in respect of the Notes being determined by reference to an inflation index. Potential investors should be aware that:

(i) the market price of such Notes may be volatile;

(ii) they may receive no interest;

(iii) payment of principal or interest may occur at a different time or in a different currency than expected;

(iv) they may lose all or a substantial portion of their principal;

(v) the inflation index may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;

(vi) the effect of any multiplier or leverage factor that is applied to the inflation index is that the impact of any changes in the inflation index on principal or interest payable will be magnified; and

(vii) the timing of changes in the inflation index may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in inflation index, the greater the effect on yield.

The historical experience of the relevant inflation index should not be viewed as an indication of the future performance of such inflation index during the term of any Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Notes linked to an inflation index and the suitability of such Notes in light of its particular circumstances.

If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates

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

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination (as specified in the applicable Final Terms or Pricing Supplement) plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed or issued) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

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

Notes designated as Green Bonds may not be a suitable investment for all investors seeking exposure to green assets and may not meet investor expectations or requirements

ESB and/or ESB Finance may issue Notes under the Programme which are specified to be "Green Bonds" in the applicable Final Terms or Pricing Supplement. It is intended that an amount equal to the net proceeds of the issuance of such Green Bonds will be applied towards eligible fixed assets, capital expenditures and/or operational expenditures relating to environmentally sustainable projects (**Eligible Green Projects**) as described in the Green Finance Framework. Prospective investors should have regard to the information set out in this Offering Circular, the applicable Final Terms or Pricing Supplement and the Green Finance Framework regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. The Green Finance Framework and/or the Second Party Opinion may be amended at any time without the consent of Noteholders and none of the Issuers, the Guarantor, the Dealers, the Arranger or any of their respective affiliates assumes any obligation or responsibility to release any update or revision to the Green Finance Framework and/or the Second Party Opinion and/or information to reflect events or circumstances after the date of publication of the Green Finance Framework and/or the Second Party Opinion, as applicable. There is a risk that the use of such proceeds or terms of such Notes will not satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply whether by any present or future applicable law or regulations or by its own internal policies, governing rules or investment mandates, in particular with regard to any direct or indirect environmental impact of any funded projects.

No assurance is or can be given to investors by the Issuers, the Trustee, the Guarantor, the Dealers, the Arranger or any other person that the use of such proceeds for any Eligible Green Projects will satisfy, in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations (including in relation to, but not limited to, the EU Taxonomy Regulation and any related technical screening criteria, the "European Green Bond" label or the optional disclosure templates under the European Green Bond Regulation, SFDR and any implementing legislation and guidelines, or any similar legislation in the UK, or any market standards or guidance, including the ICMA Principles or any requirements of such labels or market standards as they may evolve from time to time) or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, the Green Finance Framework or any applicable European Green Bond Factsheet, as the case may be. Neither the Arranger nor any Dealer nor any of their respective affiliates shall be responsible for the ongoing monitoring of, or any reporting on, the allocation or use of proceeds (or amounts equal thereto) in respect of any such Notes. Prospective investors should consult with their legal and other advisers before making an investment in any such Notes and must determine for themselves the relevance of the information set out in this Offering Circular and the applicable Final Terms or Pricing Supplement for the purpose of any investment in such Notes together with any other investigation such investor deems necessary.

It should be noted that the definition (legal, regulatory or otherwise) of, and market consensus as to what constitutes or may be classified as, a "green", "sustainable", "social" or equivalently-labelled project or investment that may finance such project continues to evolve (including as a result of the introduction of the EU Taxonomy Regulation, the EU Green Bond Regulation, the SFDR and similar classification schemes in other jurisdictions), and such Eligible Green Projects may not reflect these developments. Accordingly, no assurance is or can be given by the Issuers, the Guarantor, the Arranger, any Dealer or any other person to investors that any Green Bonds will comply with any present or future standards or requirements regarding any "green", "environmental", "sustainable" or other equivalently-labelled performance objectives (including the EU Taxonomy Regulation) or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Green Projects. Accordingly, the status of any Notes as being "green", "environmental", "sustainable" (or equivalent) could be withdrawn at any time.

The EU Green Bond Regulation entered into force on 20 December 2023 and has applied since 21 December 2024. It permits issuers of bonds that comply with its requirements to use the designation "European Green Bond" or "EuGB". Any Green Bonds issued under this Programme that are not designated as European Green Bonds are not expected to be compliant with the EU Green Bond Regulation and are instead only intended to comply with the criteria and processes set out in ESB's Green Finance Framework. It is not clear at this stage if the establishment under the EU Green Bond Regulation or the "European Green Bond" or "EuGB" label and the optional disclosures regime for bonds issued as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green use of proceeds bonds (such as any Green Bonds issued under this Programme) that do not comply with the requirements of the "European Green Bond" or "EuGB" label. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds issued under this Programme that do not comply with the requirements of the EU Green Bond Regulation. It is uncertain whether a liquid market for European Green Bonds will develop and to what extent the liquidity (or lack thereof) of the market may impact

the demand and market price of any of the relevant Issuer's European Green Bonds and/or Green Bonds issued under the Programme.

While it is the intention of the Issuers to apply an amount equal to the net proceeds of Green Bonds and European Green Bond in, or substantially in, the manner described in, or substantially in, the applicable Final Terms or Pricing Supplement, as applicable, and to report on the use of proceeds or Eligible Green Projects as described in the Green Finance Framework or relevant European Green Bond Factsheet, as applicable, there is no contractual obligation on Issuers to do so. There can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Green Projects or otherwise will be capable of being implemented in or substantially in such manner and/or in accordance with any applicable timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Green Projects or otherwise. No Issuer will have a contractual obligation to apply the proceeds of Green Bonds towards Eligible Green Projects, or to apply any European Green Bond proceeds in the manner identified in the relevant European Green Bond Factsheet(s) and/or accompanying review reporting.

Furthermore, there can be no assurance that such Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the relevant Issuer and/or Guarantor. Any such event or failure by the relevant Issuer and/or Guarantor or a failure by the relevant Issuer to allocate an amount equal to the net proceeds of any Notes issued as Green Bonds or to report on the use of proceeds or Eligible Green Projects as anticipated or a failure of a third party to issue (or to withdraw) an opinion, report or certification in connection with an issue of Green Bonds will not constitute an event of default under the relevant Green Bonds or otherwise result in the Notes being redeemed prior to their maturity date.

In connection with the issue of Green Bonds under the Programme, a sustainable rating agency or other institutions or persons with recognised expertise in environmental sustainability may issue an opinion, report or certificate (whether or not requested by the relevant Issuer or the Guarantor) on (amongst other things) general compliance of the Green Finance Framework with the Green Bond Principles as published by the International Capital Markets Association and/or the suitability of the Green Bonds as an investment in connection with certain environmental and sustainability projects. No assurance or representation is given by the relevant Issuers, the Arranger, any Dealer or any other person as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party (whether or not solicited by the relevant Issuer and/or Guarantor and including the Second Party Opinion) which may be made available in connection with the issue of any Notes and in particular with any Eligible Green Projects to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion, report or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Offering Circular. Any such opinion, report or certification is not, nor should be deemed to be, a recommendation by the relevant Issuer, the Guarantor, the Dealers, the Arranger or any other person to buy, sell or hold any such Notes. Any such opinion, report or certification is only current as at the date that opinion, report or certification was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in such Notes. Investors in such Notes shall have no recourse against the relevant Issuer, the Guarantor, the Arranger, the Dealers, any of their respective affiliates or the provider of any such opinion, report or certification for the contents of any such opinion, report or certification.

In the event any Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or any other equivalently labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the relevant Issuer, the Dealers, the Arranger or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the relevant Issuer, the Guarantor, the Dealers, the Arranger or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes. Any such event or failure to apply the proceeds of any issue of Notes for any Eligible Green Projects as aforesaid and/or withdrawal of any such opinion, report or certification or any such opinion, report or certification attesting that the relevant Issuer or the Guarantor is not complying in whole or in part with any matters for which such opinion, report or certification is opining or certifying on and/or any cessation of the listing or admission to trading of such Green Bonds on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Notes designated as European Green Bonds are subject to risks specific to the EU Green Bond Regulation

The EU Green Bond Regulation introduces a voluntary label for issuers of "green" use of proceeds bonds where the net proceeds will be invested in economic activities aligned with the EU Taxonomy Regulation. If "European Green Bonds" is specified in the applicable Final Terms, such Notes will be issued in accordance with the EU Green Bond Regulation.

The failure by the relevant Issuer to comply with its obligations under the EU Green Bond Regulation and, in particular, any failure to allocate an amount equal to the net proceeds from an issue of European Green Bonds as specified in this Offering Circular and in the relevant Final Terms will not be considered as an Event of Default under the Conditions or otherwise result in the European Green Bonds being redeemed or cancelled prior to their maturity date, but may have an adverse effect on the market value of such European Green Bonds, and may also have negative consequences for Noteholders having to invest in assets intended to be used for a particular purpose (in particular under their portfolio management mandates).

Furthermore, in the event of non-compliance by the relevant Issuer with its obligations under the EU Green Bond Regulation, particularly in terms of post-issuance publications and regarding obtaining an external review from an external reviewer, the Central Bank of Ireland as competent authority could take administrative measures. In particular, the Central Bank of Ireland may, among other things, under Article 45 of the EU Green Bond Regulation (i) suspend or prohibit the admission of the European Green Bonds to trading on a regulated market and/or (ii) make public the relevant Issuer's non-compliance with its obligations. In such circumstances, the market value and the liquidity of a particular issue of European Green Bonds could be materially affected, which may cause the loss of some of the Noteholders' investment in the relevant European Green Bonds. In turn, investors of such Notes may not be able to sell such Notes and be forced to hold the Notes until they are redeemed by the relevant Issuer. In addition, the sanctions imposed by the Central Bank of Ireland could also have a negative impact on the relevant Issuer's and/or the Guarantor's reputation.

In addition, the EU Green Bond Regulation (as well as the EU Taxonomy Regulation to which it refers) could be subject to changes or developments that are not predictable and could make it more restrictive. Noteholders should note that the technical screening criteria applicable to economic activities under the EU Taxonomy Regulation may be amended from time to time, and such amendments may adversely impact the ability of the Issuer to comply with the EU Green Bond Regulation.

Holders of European Green Bonds should also note that the EU Green Bond Regulation does not provide for any direct rights that Noteholders could assert with regard to enforcement of the European Green Bond Regulation. In particular, this entails the risk that in the event of non-compliance with the requirements (including a non-EU Taxonomy-compliant use of proceeds or a failure to meet post-issuance reporting obligations), the Noteholders will not be granted any rights to demand the acceleration, cancellation or early repayment of a European Green Bond. This also applies in the event of any administrative measures which may be taken by the Central Bank of Ireland.

If any of the risks outlined in this risk factor materialise this may have a material adverse effect on the value of such Notes and/or may have consequences for certain investors with portfolio mandates to invest in green assets (which consequences may include the need to sell the Notes as a result of the Notes not falling within the investor's investment criteria or mandate).

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" (including EURIBOR) are the subject of recent national and international regulatory guidance and reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from LIBOR), and "benchmarks" remain subject to ongoing monitoring. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have an adverse effect on any Notes linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 (the **EU Benchmarks Regulation**) applies, subject to certain transitional provisions, to the provision of in-scope benchmarks, the contribution of input data to an in-scope benchmark and the use of an in-scope benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed); and (ii) prevents certain uses by EU supervised entities of in-scope benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits

the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a benchmark which is in-scope of one or both regulations, in particular, if the methodology or other terms of the relevant benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Such factors may have (without limitation) the following effects on certain benchmarks (including EURIBOR): (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark; and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have an adverse effect on the value of and return on any Notes linked to, referencing or otherwise dependent (in whole or in part) upon, a benchmark.

The disappearance of a benchmark or changes in the manner of administration of a benchmark could require or result in adjustment to the interest calculation provisions of the Terms and Conditions applicable to Floating Rate Notes (as described in Condition 5.7 (*Benchmark Replacement*)) or result in adverse consequences to holders of any Notes linked to such benchmark. Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities based on the same benchmark.

Condition 5.7 (*Benchmark Replacement*) provides that, if the Issuer determines that a Benchmark Event (as defined in the Conditions) has occurred, the Issuer shall use reasonable endeavours to appoint an Independent Adviser for the purposes of determining a Successor Rate or an Alternative Reference Rate (each as further described in Condition 5.7 (*Benchmark Replacement*)) and, in either case, an Adjustment Spread (which may be positive, negative or zero). Such fallback arrangements may include amendments to the conditions of the Notes. If the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser cannot determine the Successor Rate or Alternative Reference Rate, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period (which may be the initial Rate of Interest) (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period for which the Rate of Interest was determined, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period). This may result in effective application of a fixed rate of interest for Notes initially designated to be Floating Rate Notes. In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Reference Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

The use of a Successor Rate or an Alternative Reference Rate may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments that could have been made on the Notes if the relevant benchmark remained available in its current form. In addition, while any Adjustment Spread may be expected to be designed to eliminate or minimise any potential transfer of value between counterparties, the application of the Adjustment Spread to the Notes may not do so and may result in the Notes performing differently (which may include payment of a lower interest rate) than they would do if the Reference Rate were to continue to apply in its current form. Any such consequences could have a material adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes.

Investors should consider these matters when making their investment decision with respect to the relevant Notes. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms, investigations and licensing issues and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to Notes referencing a benchmark.

Definitive Bearer Notes representing Irish Law Notes may not have legal effect under Irish Law

Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012 (**CSDR**) has direct effect in Ireland. Article 3(1) of CSDR provides that any issuer established in the European Union that issues or has issued transferable securities which are admitted to trading or traded on trading venues, shall arrange for such securities to be represented in book-entry form as immobilisation or subsequent to a direct issuance in dematerialised form. The European Union (Dematerialised Securities) Regulations 2023 introduced new provisions to the Companies Act 2014 of Ireland (as amended) (the **2014 Act**) to give further effect to Article 3 of CSDR, including provisions relating to "applicable securities" issued by a designated activity company (such as ESB Finance) after 1 January 2023 which are admitted to trading or traded on a trading venue (which includes both the GEM and Euronext Dublin's regulated market). Such new provisions include (i) a statement that any certificates in issue in respect of applicable securities shall have no legal effect for the purpose of evidence of ownership of those securities or otherwise as a matter of Irish law, and (ii) a disapplication of any provision contained in the terms of issue of any applicable securities requiring a certificate in respect of such securities. A "certificate" for this purpose is defined as any certificate, or other document of, or evidencing, title to applicable securities, other than any register of securities, and it is possible that this could include Irish Law Notes in definitive bearer form. The new provisions also state that nothing in the relevant Chapter of the 2014 Act "shall affect or restrict a company arranging for applicable securities to be represented in book-entry form as immobilisation or dematerialisation by a central securities depository or its nominee". The full implications of these provisions and the manner in which they will be interpreted and applied by the Irish courts are not yet known. However, there is a risk that provisions in the Irish Law Notes requiring the exchange of any Permanent Bearer Global Notes representing such Irish Law Notes for Definitive Bearer Notes upon the occurrence of an Exchange Event may not be enforceable under Irish law and that any Definitive Bearer Notes representing such Irish Law Notes, if issued, may not have legal effect under Irish law.

6. Risks related to the Notes generally

The conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders

The conditions of the Notes contain provisions for convening meetings of Noteholders (including by way of audio or videoconference call) to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Noteholders who voted in a manner contrary to the majority.

The conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the relevant Issuer, in the circumstances described in Condition 15*(Meetings of Noteholders, Modification, Waiver and Substitution*). In addition, Condition 15 (*Meetings of Noteholders, Modification, Waiver and Substitution*) provides that the Trustee shall be obliged to use its reasonable endeavours to effect any Benchmark Amendments on the terms and subject to the conditions as set out in Condition 5.7 (*Benchmark Replacement*) without the consent or approval of Noteholders or Couponholders.

The consequences of any such determinations by a defined majority of the Noteholders and/or the Trustee could adversely affect the market value of the Notes and/or the return on the Notes.

7. Risks related to the market generally

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell their Notes

Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be very liquid and may be sensitive to changes in financial markets. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies, are being issued to a single investor or a limited number of investors or have been structured to meet the investment

requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

If an investor holds Notes which are not denominated in the investor's home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes

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

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

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

Credit ratings assigned to the Issuer, the Guarantor or any Notes may not reflect all the risks associated with an investment in those Notes

One or more independent credit rating agencies may assign credit ratings to the Issuer, the Guarantor or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

ESB is currently rated by S&P and Moody's (see the sub-section entitled "*Rating*" in the section of this Offering Circular entitled "*Overview of the Programme*").

The methodology employed by each of S&P and Moody's to ascribe credit ratings to state-owned energy utilities such as ESB may change from time to time. Relevant factors within such methodology may include, without limitation, the sovereign rating of the relevant state. Accordingly, for so long as ESB remains majority owned by the Government of Ireland, any downgrading of Ireland's sovereign credit rating may contribute towards, or result in, a corresponding downgrading of ESB's credit rating.

There can be no assurance that the credit rating agencies will maintain ESB's current credit ratings or outlooks. A failure to maintain favourable credit ratings or outlooks could increase ESB's cost of funding, adversely affect ESB's interest margins, and reduce its ability to secure both long-term and short-term funding. The occurrence of any of these events could have a material adverse effect on ESB's operations, financial condition and prospects.

INFORMATION INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Offering Circular and have been filed with Euronext Dublin shall be incorporated in, and form part of, this Offering Circular:

a) the European Green Bond Factsheet dated 25 August 2026 which is available on the website of ESB at https://cdn.esb.ie/media/docs/default-source/investor-relations-documents/esb-european-green-bond-factsheet---2026.pdf?sfvrsn=1f6b12cd_1&_gl=1*1bt7xpu*_ga*MTc1MjI0MTY0OC4xNzI3MzM4NjIx*_ga_FK4GRM6Q1X*czE3ODc2NjY1NTQkbzIwMSRnMCR0MTc4NzY2NjU1NCRqNjAkbDAkaDA.$ (the **European Green Bond Factsheet**);

b) the auditors' report, audited consolidated annual financial statements and alternative performance measures for the financial year ended 31 December 2025 of ESB, at pages 125 to 245 (inclusive) and 248 to 253 (inclusive) of the 'ESB Annual Report and Financial Statements 2025' which is available on the website of ESB at https://cdn.esb.ie/media/docs/default-source/investor-relations-documents/2025-esb-annual-report-and-financial-statements.pdf?sfvrsn=658f9e75_2;

c) the auditors' report, audited consolidated annual financial statements and alternative performance measures for the financial year ended 31 December 2024 of ESB, at pages 139 to 261 (inclusive) and 263 to 267 (inclusive) of the 'ESB Annual Report and Financial Statements 2024' which is available on the website of ESB at https://cdn.esb.ie/media/docs/default-source/investor-relations-documents/esb-annual-report-and-financial-statements-2024.pdf?sfvrsn=b4dba1e7_5

d) the auditors' report and audited annual financial statements for the financial year ended 31 December 2025 of ESB Finance, at pages 7 to 31 (inclusive) of the 'ESB Finance Designated Activity Company, Annual Report and Financial Statements year ended 31 December 2025' which is available on the website of ESB at esb-finance-dac-financial-statements-2025.pdf;

e) the auditors' report and audited annual financial statements for the financial year ended 31 December 2024 of ESB Finance, at pages 6 to 31 (inclusive) of the 'ESB Finance Designated Activity Company, Annual Report and Financial Statements year ended 31 December 2024' which is available on the website of ESB at https://cdn.esb.ie/media/docs/default-source/investor-relations-documents/esb-finance-dac-financial-statements-2024.pdf;

f) the terms and conditions of the Notes contained in the previous offering circular dated 6 July 2023 on pages 44 to 79 (inclusive) prepared by ESB and ESB Finance in connection with the Programme, which is available on the website of Euronext Dublin at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202307/2185c6b6-2172-4baf-9bc6-90b51791214a.pdf;

g) the terms and conditions of the Notes contained in the previous offering circular dated 5 August 2022 on pages 43 to 78 (inclusive) prepared by ESB and ESB Finance in connection with the Programme, which is available on the website of Euronext Dublin at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202208/b8738494-629f-4517-875a-979fff2ec77e.PDF;

h) the terms and conditions of the Notes contained in the previous offering circular dated 6 August 2021 on pages 45 to 85 (inclusive) prepared by ESB and ESB Finance in connection with the Programme, which is available on the website of Euronext Dublin at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202108/26fb6e41-86b7-4181-90ed-3f9fd38a39e4.PDF;

i) the terms and conditions of the Notes contained in the previous offering circular dated 10 July 2020 on pages 41 to 73 (inclusive) prepared by ESB and ESB Finance in connection with the Programme, which is available on the website of Euronext Dublin at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Base+Prospectus_2595b6e1-26cf-47dd-ba7e-226d5db0c31a.pdf;

j) the terms and conditions of the Notes contained in the previous offering circular dated 21 May 2019 on pages 46-78 prepared by ESB and ESB Finance in connection with the Programme, which is available on the website of Euronext Dublin at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Base+Prospectus_74ca2492-8e73-4571-b816-2c407cbbf950.PDF;

k) the terms and conditions of the Notes contained in the previous offering circular dated 25 October 2018 on pages 43-75 prepared by ESB and ESB Finance in connection with the Programme, which is available on the website of Euronext Dublin at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Base+Prospectus_5d18089e-fbb8-4cea-b9e7-e69b1e4cd0b6.PDF;

l) the terms and conditions of the Notes contained in the previous offering circular dated 24 May 2016 on pages 39-72 prepared by ESB and ESB Finance in connection with the Programme, which is available on the website of Euronext Dublin at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Base+Prospectus_2a3d9a0d-385a-4ea4-9ea9-3562d97272c0.pdf; and

m) the terms and conditions of the Notes contained in the previous offering circular dated 24 October 2014 on pages 36-69 prepared by ESB and ESB Finance in connection with the Programme, which is available on the website of Euronext Dublin at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Base+Prospectus_8ef6393f-3060-41e8-b95b-728d3b408468.PDF.

In addition to the above, the following information shall be incorporated in, and form part of, this Offering Circular as and when it is filed with Euronext Dublin and published on the website of ESB at https://esb.ie/investors/results-presentations-investor-updates:

n) the auditors' report and audited consolidated annual financial statements of ESB published by ESB after the date of this Offering Circular;

o) the unaudited consolidated interim financial statements of ESB (and any auditors' reports thereon) published by ESB after the date of this Offering Circular; and

p) the auditors' report and audited annual financial statements of ESB Finance published by ESB Finance after the date of this Offering Circular.

Information incorporated by reference pursuant to (n) to (p) above shall, to the extent applicable, be deemed to modify or supersede statements contained in this Offering Circular.

Any documents incorporated by reference in the documents referred to above do not form part of this Offering Circular.

Following the publication of this Offering Circular a supplement may be prepared by ESB and ESB Finance and approved by the Central Bank of Ireland in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any information incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise) be deemed to modify or supersede statements contained in this Offering Circular or in information which is incorporated by reference in this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

Copies of the documents incorporated by reference in this Offering Circular can be obtained from the principal or registered office of each Issuer and from the specified office of the Paying Agent for the time being in London.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Offering Circular.

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

FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached. Bearer Notes will be issued outside the United States in reliance on Regulation S and Registered Notes will be issued outside the United States in reliance on the exemption from registration provided by Regulation S.

Bearer Notes

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

(i) if the Bearer Global Notes are intended to be issued in new global note (**NGN**) form, as stated in the applicable Final Terms or Pricing Supplement, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**); and

(ii) if the Bearer Global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Where the Bearer Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms or Pricing Supplement will also indicate whether such Bearer Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Global Notes are to be so held does not necessarily mean that the Bearer Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

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

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein for interests in a Permanent Bearer Global Note of the same Series against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note is improperly withheld or refused.

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

The applicable Final Terms or Pricing Supplement will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 10 (*Events of Default and Enforcement*)) has occurred and is continuing, or (ii) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes (other than Temporary Bearer Global Notes) and on all interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms or Pricing Supplement:

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

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Notes

The Registered Notes of each Tranche will initially be represented by a global note in registered form (a **Registered Global Note**).

Registered Global Notes will be deposited with a common depositary or, if the Registered Global Notes are to be held under the new safe-keeping structure (the **NSS**), a common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of the nominee for the Common Depositary of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms or Pricing Supplement. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Where the Registered Global Notes issued in respect of any Tranche is intended to be held under the NSS, the applicable Final Terms or Pricing Supplement will indicate whether or not such Registered Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for a Registered Global Note held under the NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4 (*Payment - Payments in respect of Registered Notes*)) as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent, the Trustee or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4 (*Payment - Payments in respect of Registered Notes*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default has occurred and is continuing, or (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system satisfactory to the Trustee is available. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) or the Trustee may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

General

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or Pricing Supplement.

No Noteholder or Couponholder shall be entitled to proceed directly against the relevant Issuer, or as the case may be, the Guarantor unless the Trustee, having become bound so to proceed, fails or is unable so to do within 60 days and the failure or inability shall be continuing.

APPLICABLE PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes issued under the Programme with a denomination of €100,000 (or its equivalent in any other currency) or more.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.][2]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA (**UK MiFIR**). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.][3]

[Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to either of Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to either of Article 23 of the Prospectus Regulation or, in the case of the UK, in circumstances which do not constitute a contravention of the prohibition on public offers of relevant securities under the POATR or give rise to any requirement to publish a prospectus under the Admission to Trading on a Regulated Market Sourcebook of the Handbook of Rules and Guidance adopted by the FCA (the **FCA Handbook**), in each case, in relation to such offer.][4]

[MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **MiFID II distributor**) should take into consideration the manufacturer ['s/s'] target market assessment; however, a MiFID II distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer ['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, as defined in the UK Financial Conduct Authority Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR)**, only; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **UK MiFIR distributor**) should take into consideration the manufacturer ['s/s'] target market assessment; however, a UK MiFIR distributor subject to the UK Financial Conduct Authority

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[2] Legend to be included on front of the Pricing Supplement if the Notes potentially constitute "packaged" products or the relevant issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

[3] Legend to be included on front of the Pricing Supplement if the Notes potentially constitute "packaged" products or the relevant issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

[4] Include relevant legend wording here for the EEA and/or UK if the "Prohibition of Sales" legend and related selling restriction for that regime are not included/not specified to be "Applicable" (because, in the case of the EEA, the Notes do not constitute "packaged" products, or a key information document will be prepared, under that regime, or, in the case of the UK, the Notes do not constitute "packaged" products or a CCI disclosure document will be prepared).

Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer ['s/s'] target market assessment) and determining appropriate distribution channels.]

[*Date*]

[Electricity Supply Board/ESB Finance DAC]

Legal Entity Identifier (LEI): [[635400UFHDIQCDZ6JK11]/[635400VCPRSU89DLMZ57]]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
[unconditionally and irrevocably guaranteed by Electricity Supply Board]
under the EUR8,000,000,000
Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 28 August 2026 [and the supplement[s] to it dated [*date*] [and [*date*]] (the **Offering Circular**). The Offering Circular does not constitute a base prospectus for the purpose of the Prospectus Regulation. This document constitutes the Pricing Supplement of the Notes described herein for the purposes of giving information with regard to the issue of Notes by the Issuer and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published on the website of Euronext Dublin (www.euronext.com/en/markets/dublin).

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date*.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular dated [*original date*] [and the supplement(s) to it dated [*date*]] which are incorporated by reference in the Offering Circular dated 28 August 2026 [and the supplement(s) to it dated [*date*]]. This document constitutes the Pricing Supplement of the Notes described herein for the purposes of giving information with regard to the issue of Notes by the Issuer and must be read in conjunction with the Offering Circular in order to obtain all the relevant information, save in respect of the Conditions which are extracted from the Offering Circular dated [*original date*] [and the supplement(s) to it dated [*date*]]. The Offering Circular has been published on the website of Euronext Dublin (www.euronext.com/en/markets/dublin).

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

[*If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000, €125,000 or its equivalent in any other currency*.]

1.	(a) Issuer:	[Electricity Supply Board/ESB Finance]
	(b) [Guarantor:	Electricity Supply Board]
2.	(a) Series Number:	[ ]
	(b) Tranche Number:	[ ] (*If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible*)
	(c) Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [27] below, which is expected to occur on or about [*date*]][Not Applicable]
3.	Specified Currency or Currencies:	[ ]
4.	Aggregate Nominal Amount:	
	(a) Series:	[ ]
	(b) Tranche:	[ ]
5.	Issue Price:	[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6.	(a) Specified Denominations:	[ ] *(N.B. Notes must have a minimum denomination of €100,000 (or equivalent))* *(Note – where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed*: *"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000]."*) *(N.B. If an issue of Notes is (i) NOT admitted to trading on a European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation, the €100,000 minimum denomination is not required.*)
	(b) Calculation Amount (in relation to calculation of interest on Notes in global form or Registered definitive form see Conditions):	[ ] (*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations*.)
7.	(a) Issue Date:	[ ]
	(b) Interest Commencement Date:	[*specify*/Issue Date/Not Applicable]

		(*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)
8.	Maturity Date:[5]	[*Specify date or for Floating Rate Notes* – Interest Payment Date falling in or nearest to [*specify month and year*]]
9.	Interest Basis:	[[ ] per cent. Fixed Rate] [[ ] month EURIBOR +/- [ ] per cent. Floating Rate] [Zero Coupon] [Index Linked Interest] (see paragraph [14]/[15]/[16]/[17] below)
10.	Redemption[/Payment] Basis:	[Redemption at par] [Index Linked Redemption]
11.	Change of Interest Basis:	[*Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there* /Not Applicable]
12.	Put/Call Options:	[Investor Put] [Issuer Call] [Make-Whole Redemption by the Issuer] [Clean-Up Call Option] [(see paragraph [19]/[20]/[21]/[22] below)] [Not Applicable]
13.	(a) Governing law:	[English law] / [Irish law]
	(b) Status of the Notes:	Senior
	(c) [Date [Board] approval for issuance of Notes [and Guarantee] obtained:	[ ] [and [ ], respectively]] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(a)	Rate(s) of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
(b)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date (*Amend appropriately in the case of irregular coupons*)

[5] Notes which have a maturity of less than one year from the date of their issue must bear the following legend on page 1 of the Pricing Supplement:
"The Notes constitute Commercial Paper for the purposes of Notice BSD C 01/02 issued by the Central Bank of Ireland (the Notice). The Notes are issued in accordance with one of the exemptions from the requirement to hold a banking licence provided by the Notice pursuant to section 8(2) of the Central Bank Act 1971 of Ireland, inserted by section 31 of the Central Bank Act 1989 of Ireland, as amended by section 70(d) of the Central Bank Act 1997 of Ireland. The Notes do not have the status of a bank deposit and are not within the scope of the Deposit Protection Scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland."
Any such Notes must be issued and transferable in a minimum amount of €125,000 (or its equivalent in other currencies).

(c)	Fixed Coupon Amount(s) (and in relation to Notes in global form or Registered definitive form see Conditions):	[ ] per Calculation Amount
(d)	Broken Amount(s) (and in relation to Notes in global form or Registered definitive form see Conditions):	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
(e)	Day Count Fraction:	[30/360][Actual/Actual (ICMA)]
(f)	Determination Date(s):	[[ ] in each year][Not Applicable] *(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*]
(g)	Ratings Step-up/Step-down:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(h)	Step Up Margin:	[ ] per cent. per annum
(i)	Maximum Step-up Coupon	[ ] per cent. per annum
(j)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[None/*Give details*]
15.	Floating Rate Note Provisions:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(a)	Specified Period(s)/Specified Interest Payment Dates:	[ ]][, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to any adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
(b)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
(c)	Additional Business Centre(s):	[ ]
(d)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent):	[ ]
(e)	Screen Rate Determination:	
	• Reference Rate:	[ ] month EURIBOR
	• Interest Determination Date(s):	[ ] (*The second day on which T2 is open prior to the start of each Interest Period*)
	• Relevant Screen Page:	[ ] (*If not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)

	(f)	Linear Interpolation:	[Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
	(g)	Margin(s):	[+/-] [ ] per cent. per annum
	(h)	Minimum Rate of Interest:	[ ] per cent. per annum
	(i)	Maximum Rate of Interest:	[ ] per cent. per annum
	(j)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA)]
	(k)	Ratings Step-up/Step-down:	[Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(l)	Step Up Margin:	[ ] per cent. per annum
	(m)	Maximum Step-up Coupon	[ ] per cent. per annum
	(n)	Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[ ]
16.		Zero Coupon Note Provisions:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Accrual Yield:	[ ] per cent. per annum
	(b)	Reference Price:	[ ]
	(c)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]
17.		Index Linked Interest Note Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(a)	Index/Formula:	[*Give name of inflation index*]
	(b)	Calculation Agent:	[ ]
	(c)	Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Principal Paying Agent):	[ ]
	(d)	Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable:	Condition 5.5 will apply

(e)	Specified Period(s)/Specified Interest Payment Dates:	[ ]
(f)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
(g)	Additional Business Centre(s):	[ ]
(h)	Minimum Rate of Interest:	[ ] per cent. per annum
(i)	Maximum Rate of Interest:	[ ] per cent. per annum
(j)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA)]
(k)	Minimum Indexation Factor:	[Not Applicable/*specify*]
(l)	Maximum Indexation Factor:	[Not Applicable/*specify*]
(m)	Limited Indexation Month(s) or Period for calculation of Limited Indexation Factor:	[ ]
(n)	Limited Indexation Month Reference Period:	[ ]
(o)	Index/Index Figure:	[ ][Specify relevant inflation index]
(p)	Interpolation:	[Applicable/Not Applicable]
(q)	Indexation Month Reference Period X:	[ ]
(r)	Indexation Month Reference Period Y:	[ ]
(s)	Base Index Figure (Condition 5.4)):	[ ]
(t)	Reference Gilt:	[ ]
(u)	Sovereign:	[ ]

PROVISIONS RELATING TO REDEMPTION

18.	Notice periods for Condition 7.2:	Minimum period: [30] days Maximum period: [60] days
19.	Issuer Call:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(a)	Optional Redemption Date(s):	[ ]
(b)	Optional Redemption Amount:	[[ ] per Calculation Amount]
(c)	If redeemable in part:	
	(i) Minimum Redemption Amount:	[ ]

	(ii) Maximum Redemption Amount:	[ ]
(d)	Notice period:	Minimum period: [15] days Maximum period: [30] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee*)
20.	Make-Whole Redemption by the Issuer:	[Applicable/Applicable from and including [*date*] to but excluding [*date*]/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(a)	[Euro]/[Sterling] Reference Stock:	[*Include details of underlying reference stock*]
(b)	Discount Margin:	[*Include relevant percentage*]/[Not Applicable]
(c)	Determination Date:	[ ] Business Days immediately preceding the Make-Whole Redemption Date
(d)	If redeemable in part:	
	(i) Minimum Make-Whole Redemption Amount:	[ ]
	(ii) Maximum Make-Whole Redemption Amount:	[ ]
(e)	Notice Period:	Minimum period [ ] days Maximum period [ ] days *(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee)*
21.	Investor Put:	[Applicable/Not Applicable] [If not applicable, delete the remaining subparagraphs of this paragraph]
(a)	Optional Redemption Date(s):	[ ]
(b)	Optional Redemption Amount:	[ ] per Calculation Amount
(c)	Notice periods:	Minimum period: [15] days Maximum period: [30] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements*

		which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee)
22.	Clean-Up Call Option:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph)*
	(a) Clean-Up Call Amount:	[ ][6] per cent. of the principal amount of the Notes
	(b) Notice Period:	Minimum period: [15] days Maximum period: [30] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee*)
23.	Final Redemption Amount:	[ ] per Calculation Amount
24.	Early Redemption Amount payable on redemption for taxation reasons, indexation reasons (if applicable) or on a change of control or an event of default:	[ ] per Calculation Amount (*N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.*)
25.	Maximum Index Redemption Amount:	[[ ] per Calculation Amount][Not Applicable] (*N.B. Only applicable for Index Linked Redemption Notes*)
26.	Minimum Index Redemption Amount:	[[ ] per Calculation Amount][Not Applicable] (*N.B. Only applicable for Index Linked Redemption Notes*)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

27.	Form of Notes:	
	(a) Form:	[Bearer Notes: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event] [Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event] (*N.B. The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000.")* [Registered Notes:

[6] Must be 75 per cent. or more.

		Global Note registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]
(b)	New Global Note:	[Yes][No]
(c)	New Safekeeping Structure:	[Yes][No]
28.	Additional Financial Centre(s):	[Not Applicable/*give details*] (*Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraphs 15(c) and 17(g) relate*)
29.	Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

[THIRD PARTY INFORMATION

[[*Relevant third party information*] has been extracted from [*specify source*]. [Each of the][The] Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]/[Not Applicable].

Signed on behalf of the Issuer:	[Signed on behalf of the Guarantor:
By:	By:
.....	.....
Duly authorised	*Duly authorised*]

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Listing and Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Global Exchange Market of Euronext Dublin and to listing on the official list of Euronext Dublin with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Global Exchange Market of Euronext Dublin and to listing on the official list of Euronext Dublin with effect from [ ].] [Not Applicable.]
(ii)	Estimate of total expenses related to admission to trading:	[ ]

2. RATINGS

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

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

[*Brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

[Each of] [*defined terms*] is established in the EEA and is registered under Regulation (EC) No. 1060/2009 (as amended)

[Each of] [*defined terms*] is established in the United Kingdom and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

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

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

(When adding any other description, consideration should be given as to whether such matters described constitute a "significant change" or "significant new matters" and consequently trigger the need for a supplement to the Offering Circular under Euronext Dublin Listing Rules.)

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

(i)	Green Bonds:	[Applicable] [Not Applicable]
[(ii)]	Reasons for the offer:	[ ] [Eligible Green Projects]

[*If relevant to the applicable Pricing Supplement, the following language shall be included*].

An amount equal to the net proceeds from the issue of the Notes will be applied exclusively to finance or

refinance, in whole or in part, Eligible Green Projects (as defined below) which meet the Eligibility Criteria (as defined below).

"**Green Finance Framework**" means the ESB green finance framework, as it may be updated from time to time, prepared by ESB which is published on the website of ESB (available at https://esb.ie/investors/green-financing).

"**Eligible Green Projects**" means eligible fixed assets, capital expenditures and/or operational expenditures relating to environmentally sustainable projects as described in the Green Finance Framework.

"**Eligibility Criteria**" means the eligibility criteria applicable to Eligible Green Projects as set out in the Green Finance Framework.

Details of the external review[s] conducted (and/or to be conducted) in connection with the Notes are set out in the Green Finance Framework.

[(ii)] Estimated net proceeds: [ ]

5. **YIELD** *(Fixed Rate Notes only)*

Indication of yield: [ ] [Not Applicable]

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

6. **PERFORMANCE OF INDEX/FORMULA AND OTHER INFORMATION CONCERNING THE UNDERLYING** (*Index-linked Notes only*)

[*details of where past and future performance and volatility of the index/formula can be obtained*.]

[*details of where the information about the index can be obtained.*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information].

(*N.B. This paragraph [6] only applies if the Notes are securitised derivatives for the purposes of the Global Exchange Market Listing and Admission to Trading Rules for Debt Securities of Euronext Dublin*.)

7. OPERATIONAL INFORMATION

(i) ISIN: [ ]

(ii) Common Code: [ ]

(iii) CFI: [[See/[[include code][7], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(iv) FISN: [[See/[[include code][8], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(*If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable*")

[7] The actual code should only be included where the Issuer is comfortable that it is correct.
[8] The actual code should only be included where the Issuer is comfortable that it is correct.

(v)	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
(vi)	Delivery:	Delivery [against/free of] payment
(vii)	Names and addresses of additional Paying Agent(s) (if any):	[ ]
(viii)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] [*include this text for Registered Notes which are to be held under the NSS*] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] / [No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] [*include this text for Registered Notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

8. DISTRIBUTION

(i)	Method of distribution:	[Syndicated/Non-syndicated]
(ii)	If syndicated, names of Managers:	[Not Applicable/*give names*]
(iii)	Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
(iv)	If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]
(v)	U.S. Selling Restrictions:	[Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
(vi)	Additional selling restrictions:	[Not Applicable/give details] (*Additional selling restrictions are only likely to be relevant for certain structured Notes, such as commodity-linked Notes*)
(vii)	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable]

(*If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a KID will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared in the EEA, "Applicable" should be specified.)*

(viii)	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a CCI disclosure document will be prepared in the UK, "Not Applicable" should be specified. If no disclosure document will be prepared in the UK, "Applicable" should be specified.)*

APPLICABLE FINAL TERMS

[Set out below is the form of Final Terms which will be completed for each Tranche of Non-Exempt Notes issued under the Programme (1) with a denomination of at least EUR 100,000 (or its equivalent in another currency) and/or (2) that are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access.][9]

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.][10]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA (**UK MiFIR**). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024][11]

[Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to either of Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to either of Article 23 of the Prospectus Regulation or, in the case of the UK, in circumstances which do not constitute a contravention of the prohibition on public offers of relevant securities under the POATR or give rise to any requirement to publish a prospectus under the Admission to Trading on a Regulated Market Sourcebook of the Handbook of Rules and Guidance adopted by the FCA (the **FCA Handbook**), in each case, in relation to such offer.][12]

[MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **MiFID II distributor**) should take into consideration the manufacturer ['s/s'] target market assessment; however, a MiFID II distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer ['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, as defined in the UK Financial Conduct Authority

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9 Where the Notes are (i) not the subject of a public offer which requires the publication of a prospectus under the Prospectus Regulation and (ii) not listed on the Official List of Euronext Dublin and not admitted to trading on the regulated market of Euronext Dublin or on any other regulated market in the European Economic Area, all references to the Prospectus Regulation and final terms for the purposes of the Prospectus Regulation, shall be deleted.

10 Legend to be included on front of the Final Terms if the Notes potentially constitute "packaged" products or the relevant issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

11 Legend to be included on front of the Final Terms if the Notes potentially constitute "packaged" products or the relevant issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

12 Include relevant legend wording here for the EEA and/or UK if the "Prohibition of Sales" legend and related selling restriction for that regime are not included/not specified to be "Applicable" (because, in the case of the EEA, the Notes do not constitute "packaged" products, or a key information document will be prepared, under that regime, or, in the case of the UK, the Notes do not constitute "packaged" products or a CCI disclosure document will be prepared).

Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR)**, only; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **UK MiFIR distributor**) should take into consideration the manufacturer ['s/s'] target market assessment; however, a UK MiFIR distributor subject to the UK Financial Conduct Authority Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer ['s/s'] target market assessment) and determining appropriate distribution channels.]

[*Date*]

[Electricity Supply Board/ESB Finance DAC]

Legal Entity Identifier (LEI): [[635400UFHDIQCDZ6JK11]/[635400VCPRSU89DLMZ57]]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
[unconditionally and irrevocably guaranteed by Electricity Supply Board]
under the EUR8,000,000,000
Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 28 August 2026 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Offering Circular**). [This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Offering Circular in order to obtain all the relevant information.][13] The Offering Circular has been published on the website of Euronext Dublin (www.euronext.com/en/markets/dublin).

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date*.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular dated [*original date*] [and the supplement(s) to it dated [*date*]] which are incorporated by reference in the Offering Circular dated 28 August 2026 [and the supplement(s) to it dated [*date*]]. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Offering Circular dated 28 August 2026 [and the supplement(s) to it dated [*date*], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Offering Circular**) in order to obtain all the relevant information, save in respect of the Conditions which are extracted from the Offering Circular dated [*original date*] [and the supplement(s) to it dated [*date*]]. The Offering Circular has been published on the website of Euronext Dublin (www.euronext.com/en/markets/dublin).

The Offering Circular has been approved by the Central Bank of Ireland, as competent authority under Regulation (EU) 2017/1129. The Central Bank of Ireland has only approved the base prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the quality of the securities that are the subject of these Final Terms and investors should make their own assessment as to the suitability of investing in the securities.

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

[*If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000, €125,000 or its equivalent in any other currency*.]

[13] This sentence may be deleted or modified in the case of a Tranche of Notes which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation.

1.	(a) Issuer:	[Electricity Supply Board/ESB Finance]
	(b) [Guarantor:	Electricity Supply Board]
2.	(a) Series Number:	[ ]
	(b) Tranche Number:	[ ] (*If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible*)
	(c) Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [27] above, which is expected to occur on or about [*date*]][Not Applicable]
3.	Specified Currency or Currencies:	[ ]
4.	Aggregate Nominal Amount:	
	(a) Series:	[ ]
	(b) Tranche:	[ ]
5.	Issue Price:	[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6.	(a) Specified Denominations:	[ ] *(N.B. Notes must have a minimum denomination of €100,000 (or equivalent))* *(Note – where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed*: *"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000]."*) *(N.B. If an issue of Notes is (i) NOT admitted to trading on a European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation, the €100,000 minimum denomination is not required.*)
	(b) Calculation Amount (in relation to calculation of interest on Notes in global form or Registered definitive form see Conditions):	[ ] (*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations*.)
7.	(a) Issue Date:	[ ]
	(b) Interest Commencement Date:	[*specify*/Issue Date/Not Applicable]

		(*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)
8.	Maturity Date:[14]	[*Specify date or for Floating Rate Notes* – Interest Payment Date falling in or nearest to [*specify month and year*]]
9.	Interest Basis:	[[ ] per cent. Fixed Rate] [[ ] month EURIBOR +/- [ ] per cent. Floating Rate] [Zero Coupon] [Index Linked Interest] (see paragraph [14]/[15]/[16]/[17] above)
10.	Redemption[/Payment] Basis:	[Redemption at par] [Index Linked Redemption]
11.	Change of Interest Basis:	[*Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there* /Not Applicable]
12.	Put/Call Options:	[Investor Put] [Issuer Call] [Make-Whole Redemption by the Issuer] [Clean-Up Call Option] [(see paragraph [19]/[20]/[21]/[22] above)] [Not Applicable]
13.	(a) Governing law:	[English law] / [Irish law]
	(b) Status of the Notes:	Senior
	(c) [Date [Board] approval for issuance of Notes [and Guarantee] obtained:	[ ] [and [ ], respectively]] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(a)	Rate(s) of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
(b)	Interest Payment Date(s):	[ ] in each year up to and including the Maturity Date (*Amend appropriately in the case of irregular coupons*)

[14] Notes which have a maturity of less than one year from the date of their issue must bear the following legend on page 1 of the Final Terms:
"The Notes constitute Commercial Paper for the purposes of Notice BSD C 01/02 issued by the Central Bank of Ireland (the Notice). The Notes are issued in accordance with one of the exemptions from the requirement to hold a banking licence provided by the Notice pursuant to section 8(2) of the Central Bank Act 1971 of Ireland, inserted by section 31 of the Central Bank Act 1989 of Ireland, as amended by section 70(d) of the Central Bank Act 1997 of Ireland. The Notes do not have the status of a bank deposit and are not within the scope of the Deposit Protection Scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland."
Any such Notes must be issued and transferable in a minimum amount of €125,000 (or its equivalent in other currencies).

(c)	Fixed Coupon Amount(s) (and in relation to Notes in global form or Registered definitive form see Conditions):	[ ] per Calculation Amount
(d)	Broken Amount(s) (and in relation to Notes in global form or Registered definitive form see Conditions):	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
(e)	Day Count Fraction:	[30/360][Actual/Actual (ICMA)]
(f)	Determination Date(s):	[[ ] in each year][Not Applicable] *(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*]
(g)	Ratings Step-up/Step-down:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(h)	Step Up Margin:	[ ] per cent. per annum
(i)	Maximum Step-up Coupon	[ ] per cent. per annum
(j)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[None/*Give details*]
15.	Floating Rate Note Provisions:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(a)	Specified Period(s)/Specified Interest Payment Dates:	[ ]][, subject to adjustment in accordance with the Business Day Convention set out in (b) above/, not subject to any adjustment, as the Business Day Convention in (b) above is specified to be Not Applicable]
(b)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
(c)	Additional Business Centre(s):	[ ]
(d)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent):	[ ]
(e)	Screen Rate Determination:	
	• Reference Rate:	[ ] month EURIBOR
	• Interest Determination Date(s):	[ ] (*The second day on which T2 is open prior to the start of each Interest Period*)
	• Relevant Screen Page:	[ ] (*If not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)

	(f)	Linear Interpolation:	[Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
	(g)	Margin(s):	[+/-] [ ] per cent. per annum
	(h)	Minimum Rate of Interest:	[ ] per cent. per annum
	(i)	Maximum Rate of Interest:	[ ] per cent. per annum
	(j)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA)]
	(k)	Ratings Step-up/Step-down:	[Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(l)	Step Up Margin:	[ ] per cent. per annum
	(m)	Maximum Step-up Coupon	[ ] per cent. per annum
	(n)	Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[ ]
16.		Zero Coupon Note Provisions:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Accrual Yield:	[ ] per cent. per annum
	(b)	Reference Price:	[ ]
	(c)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]
17.		Index Linked Interest Note Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(a)	Index/Formula:	[*Give name of inflation index*]
	(b)	Calculation Agent:	[ ]
	(c)	Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Principal Paying Agent):	[ ]
	(d)	Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable:	Condition 5.5 will apply

(e)	Specified Period(s)/Specified Interest Payment Dates:	[ ]
(f)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
(g)	Additional Business Centre(s):	[ ]
(h)	Minimum Rate of Interest:	[ ] per cent. per annum
(i)	Maximum Rate of Interest:	[ ] per cent. per annum
(j)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA)]
(k)	Minimum Indexation Factor:	[Not Applicable/*specify*]
(l)	Maximum Indexation Factor:	[Not Applicable/*specify*]
(m)	Limited Indexation Month(s) or Period for calculation of Limited Indexation Factor:	[ ]
(n)	Limited Indexation Month Reference Period:	[ ]
(o)	Index/Index Figure:	[ ][Specify relevant inflation index]
(p)	Interpolation:	[Applicable/Not Applicable]
(q)	Indexation Month Reference Period X:	[ ]
(r)	Indexation Month Reference Period Y:	[ ]
(s)	Base Index Figure (Condition 5.4)):	[ ]
(t)	Reference Gilt:	[ ]
(u)	Sovereign:	[ ]

PROVISIONS RELATING TO REDEMPTION

18.	Notice periods for Condition 7.2:	Minimum period: [30] days Maximum period: [60] days
19.	Issuer Call:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(a)	Optional Redemption Date(s):	[ ]
(b)	Optional Redemption Amount:	[[ ] per Calculation Amount]
(c)	If redeemable in part:	
	(i) Minimum Redemption Amount:	[ ]

(ii) Maximum Redemption Amount: [ ]

(d) Notice period: Minimum period: [15] days

Maximum period: [30] days

(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee*)

20. Make-Whole Redemption by the Issuer: [Applicable/Applicable from and including [*date*] to but excluding [*date*]/Not Applicable]
(*If not applicable, delete the remaining subparagraphs of this paragraph*)

(a) [Euro]/[Sterling] Reference Stock: [*Include details of underlying reference stock*]

(b) Discount Margin: [*Include relevant percentage*]/[Not Applicable]

(c) Determination Date: [ ] Business Days immediately preceding the Make-Whole Redemption Date

(d) If redeemable in part:

(i) Minimum Make-Whole Redemption Amount: [ ]

(ii) Maximum Make-Whole Redemption Amount: [ ]

(e) Notice Period: Minimum period [ ] days

Maximum period [ ] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee)

21. Investor Put: [Applicable/Not Applicable] [If not applicable, delete the remaining subparagraphs of this paragraph]

(a) Optional Redemption Date(s): [ ]

(b) Optional Redemption Amount: [ ] per Calculation Amount

(c) Notice periods: Minimum period: [15] days

Maximum period: [30] days

(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements*

		which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee)
22.	Clean-Up Call Option:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph)*
	(a) Clean-Up Call Amount:	[ ][15] per cent. of the principal amount of the Notes
	(b) Notice Period:	Minimum period: [15] days Maximum period: [30] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee*)
23.	Final Redemption Amount:	[ ] per Calculation Amount]
24.	Early Redemption Amount payable on redemption for taxation reasons, indexation reasons (if applicable) or on a change of control or an event of default:	[ ] per Calculation Amount (*N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.*)
25.	Maximum Index Redemption Amount:	[[ ] per Calculation Amount][Not Applicable] (*N.B. Only applicable for Index Linked Redemption Notes*)
26.	Minimum Index Redemption Amount:	[[ ] per Calculation Amount][Not Applicable] (*N.B. Only applicable for Index Linked Redemption Notes*)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

27.	Form of Notes:	
	(a) Form:	[Bearer Notes: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event] [Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event] (*N.B. The option for an issue of Notes to be represented on issue by a Temporary global Note exchangeable for Definitive Notes should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000.")* [Registered Notes:

[15] Must be 75 per cent. or more.

		Global Note registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]
(b)	New Global Note:	[Yes][No]
(c)	New Safekeeping Structure:	[Yes][No]
28.	Additional Financial Centre(s):	[Not Applicable/*give details*] (*Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraphs 15(c) and 17(g) relate*)
29.	Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

[THIRD PARTY INFORMATION

[[*Relevant third party information*] has been extracted from [*specify source*]. [Each of the][The] Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]/[Not Applicable].

Signed on behalf of the Issuer:	[Signed on behalf of the Guarantor:
By:	By:
.....	.....
Duly authorised	*Duly authorised*]

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Listing and Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext Dublin and to listing on the official list of Euronext Dublin with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext Dublin and to listing on the official list of Euronext Dublin with effect from [ ].] [Not Applicable.]
(ii)	Estimate of total expenses related to admission to trading:	[ ]

2. RATINGS

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

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

[*Brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

[Each of] [*defined terms*] is established in the EEA and is registered under Regulation (EC) No. 1060/2009 (as amended)

[Each of] [*defined terms*] is established in the United Kingdom and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

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

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

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

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

A. (i) Green Bonds	[Applicable] [Not Applicable]
[(ii)] Reasons for the offer:	[ ] [Eligible Green Projects]

[*If relevant to the applicable Final Terms, the following language shall be included*].

An amount equal to the net proceeds from the issue of the Notes will be applied exclusively to finance or refinance, in whole or in part, Eligible Green Projects

(as defined below) which meet the Eligibility Criteria (as defined below).

"**Green Finance Framework**" means the ESB green finance framework, as it may be updated from time to time, prepared by ESB which is published on the website of ESB (available at https://esb.ie/investors/green-financing).

"**Eligible Green Projects**" means eligible fixed assets, capital expenditures and/or operational expenditures relating to environmentally sustainable projects as described in the Green Finance Framework.

"**Eligibility Criteria**" means the eligibility criteria applicable to Eligible Green Projects as set out in the Green Finance Framework.

Details of the external review[s] conducted (and/or to be conducted) in connection with the Notes are set out in the Green Finance Framework.

[The minimum percentage of the net proceeds of the Notes that will be allocated to economic activities aligned with the EU Taxonomy established under the EU Taxonomy Regulation is [ ] per cent.]

B (i) European Green Bonds	[Applicable] [Not Applicable]
[(ii)] Use of proceeds:	[The Notes are European Green Bonds and an amount equal to the net proceeds of the issuance of the Notes will be applied by the Issuer [to] [finance] [or] [refinance] [in whole]/[or]/[in part] the project(s) described below: [ ] The Notes are issued in accordance with the EU Green Bond Regulation and: (a) the European Green Bond Factsheet incorporated by reference in the Offering Circular; and (b) the pre-issuance review related to the European Green Bond Factsheet by Moody's as external reviewer referred to in Article 10 of the EU Green Bond Regulation, are available on the following website: []
[(ii)] Estimated net proceeds:	[ ]

5. **YIELD** *(Fixed Rate Notes only)*

Indication of yield:	[ ] [Not Applicable] The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. **PERFORMANCE OF INDEX/FORMULA AND OTHER INFORMATION CONCERNING THE UNDERLYING** (*Index-linked Notes only*)

[*details of where past and future performance and volatility of the index/formula can be obtained*.]

[*details of where the information about the index can be obtained.*]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information].

(*N.B. This paragraph [6] only applies if the Notes derivative securities to which Annex 17 of Commission Delegated Regulation (2019/980) applies*.)

7. OPERATIONAL INFORMATION

(i)	ISIN:	[ ]
(ii)	Common Code:	[ ]
(iii)	CFI:	[[See/[[include code][16], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(iv)	FISN:	[[See/[[include code][17], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available] (*If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable"*)
(v)	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
(vi)	Delivery:	Delivery [against/free of] payment
(vii)	Names and addresses of additional Paying Agent(s) (if any):	[ ]
(viii)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] [*include this text for Registered Notes which are to be held under the NSS*] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] / [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] [*include this text for Registered Notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem

[16] The actual code should only be included where the Issuer is comfortable that it is correct.
[17] The actual code should only be included where the Issuer is comfortable that it is correct.

monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

8. DISTRIBUTION

(ix)	Method of distribution:	[Syndicated/Non-syndicated]
(x)	If syndicated, names of Managers:	[Not Applicable/*give names*]
(xi)	Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
(xii)	If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]
(xiii)	U.S. Selling Restrictions:	[Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
(xiv)	Additional selling restrictions:	[Not Applicable/give details] (*Additional selling restrictions are only likely to be relevant for certain structured Notes, such as commodity-linked Notes*)
(xv)	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a KID will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared in the EEA, "Applicable" should be specified.)*
(xvi)	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a CCI disclosure document will be prepared in the UK, "Not Applicable" should be specified. If no CCI disclosure document will be prepared in the UK, "Applicable" should be specified.)*

TERMS AND CONDITIONS OF THE NOTES

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

This Note is one of a Series (as defined below) of Notes issued by either Electricity Supply Board (**ESB**) or ESB Finance DAC (**ESB Finance**) as specified in the applicable Final Terms or Pricing Supplement (the **Issuer**) constituted by: (i) for any Note where "Governing law" is specified in the applicable Final Terms or Pricing Supplement as being "English law" (an **English Law Note**) an English law governed Trust Deed dated 12 February 2010 made between ESB and ESB Finance as issuers, ESB as guarantor of English Law Notes issued by ESB Finance and Citicorp Trustee Company Limited (as supplemented by a First Supplemental Trust Deed dated 28 January 2013, a Second Supplemental Trust Deed dated 24 October 2014, a Third Supplemental Trust Deed dated 10 July 2020, a Fourth Supplemental Trust Deed dated 6 August 2021, a Fifth Supplemental Trust Deed dated 5 August 2022, a Sixth Supplemental Trust Deed dated 6 July 2023, a Seventh Supplemental Trust Deed dated 31 October 2024, an Eighth Supplemental Trust Deed dated 9 September 2025, and as further supplemented by a Ninth Supplemental Trust Deed dated 28 August 2026, as modified and/or supplemented and/or restated from time to time, the **English Law Trust Deed**); and (ii) for any Note where "Governing law" is specified in the applicable Final Terms or Pricing Supplement as being "Irish law" (an **Irish Law Note** and together with the English Law Note, the **Notes**) an Irish law governed Trust Deed dated 5 August 2022 made between ESB and ESB Finance as issuers, ESB as guarantor of Irish Law Notes issued by ESB Finance (ESB in such capacity as guarantor of English Law Notes or Irish Law Notes, the **Guarantor**) and Citicorp Trustee Company Limited (in such capacity under either Trust Deed, the **Trustee**, which expression shall in all cases include any successor as Trustee under the relevant Trust Deed) (as supplemented by a First Supplemental Trust Deed dated 6 July 2023, a Second Supplemental Trust Deed dated 31 October 2024, a Third Supplemental Trust Deed dated 9 September 2025 and as further supplemented by a Fourth Supplemental Trust Deed dated 28 August 2026, as modified and/or supplemented and/or restated from time to time, the **Irish Law Trust Deed**, together with the English Law Trust Deed, the **Trust Deeds** and each a **Trust Deed**).

All references herein to the **Trust Deed** shall mean, in relation to the English Law Notes, the English Law Trust Deed and, in respect of Irish Law Notes, the Irish Law Trust Deed and all references to the **Trustee** shall mean the Trustee appointed in respect of the relevant Notes under the relevant Trust Deed. References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

(a) in relation to any Notes represented by a global Note (a Global Note), units of each Specified Denomination in the Specified Currency;

(b) any Global Note;

(c) any definitive Notes in bearer form (**Bearer Notes**) issued in exchange for a Global Note in bearer form; and

(d) any definitive Notes in registered form (**Registered Notes**) (whether or not issued in exchange for a Global Note in registered form).

The Notes and the Coupons (as defined below) have the benefit of an Amended and Restated Agency Agreement originally dated 31 October 2024 (as amended and supplemented by the supplemental agency agreement dated 28 August 2026 and as further amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) and made between ESB and ESB Finance as issuers, the Guarantor, the Trustee, Citibank, N.A., London Branch as principal paying agent and agent bank (the **Principal Paying Agent**, which expression shall include any successor principal paying agent) and transfer agent (together with the Registrar, the **Transfer Agents**, which expression shall include any additional or successor transfer agent), the other paying agents appointed thereunder (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents) and Citibank Europe plc as registrar (the **Registrar**, which expression shall include any successor registrar). The Principal Paying Agent, Paying Agents, the Calculation Agent (if any is specified in the applicable Final Terms or Pricing Supplement), the Registrar and other Transfer Agents together referred to as the **Agents**. The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms or the Pricing Supplement, as applicable, attached to or endorsed on this Note which complete

these Terms and Conditions (the **Conditions**). The applicable Pricing Supplement may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the **applicable Final Terms or applicable Pricing Supplement** are, unless otherwise stated, to Part A of the Final Terms or the Pricing Supplement, as applicable, (or the relevant provisions thereof) attached to or endorsed on this Note.

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

The Trustee acts for the benefit of the Noteholders (which expression shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below) and the holders of the Coupons (the **Couponholders**, which expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the relevant Trust Deed.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of each Trust Deed and the Agency Agreement are available for inspection or collection during normal business hours at the registered office for the time being of the Trustee being on 28 August 2026 at Citigroup Centre, Canada Square, London E14 5LB, United Kingdom and at the specified office of each of the Paying Agents. Each Paying Agent shall provide by email to a Noteholder copies of all documents required to be so available by the Conditions of any Notes following the Noteholder's prior written request and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent). In the case of a Tranche of Notes which is not admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system, copies of the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer, the Guarantor (where the Issuer is ESB Finance), the Trustee and the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders and the Couponholders are deemed to have notice of, are bound by and are entitled to the benefit of, all the provisions of the relevant Trust Deed, the Agency Agreement and the applicable Final Terms or Pricing Supplement which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the relevant Trust Deed and the Agency Agreement.

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

1. FORM, DENOMINATION AND TITLE

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

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or an Index Linked Interest Note, depending upon the Interest Basis shown in the applicable Final Terms or Pricing Supplement, or a combination of any of the foregoing if any Change of Interest Basis is so specified in the applicable Final Terms or Pricing Supplement.

This Note may be an Index Linked Redemption Note, depending upon the Redemption/Payment Basis shown in the applicable Final Terms or Pricing Supplement.

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

Subject as set out below, title to the Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement.

The Issuer, the Guarantor (where the Issuer is ESB Finance), the Agents and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

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

In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

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

2. TRANSFERS OF REGISTERED NOTES

2.1 Transfers of interests in Registered Global Notes

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

Subject as provided in paragraph 2.3 below, upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms or Pricing Supplement). In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer, the Trustee and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 3 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the

balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

2.2 Registration of transfer upon partial redemption

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

2.3 Costs of registration

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

3. STATUS OF THE NOTES

3.1 Status of the Notes

The Notes and any relative Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Covenants*)) 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.

3.2 Status of the Guarantee

Where the Issuer is ESB Finance, the payment of principal and interest in respect of the Notes and all other moneys payable by the Issuer under or pursuant to the relevant Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantor in the relevant Trust Deed (in each case, the **Guarantee**). The obligations of the Guarantor under the Guarantee are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Covenants*)) unsecured obligations of the Guarantor and (subject as aforesaid and save for certain obligations required to be preferred by law) rank equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor, from time to time outstanding.

4. COVENANTS

4.1 Negative pledge applicable to the Issuer

The Issuer undertakes that so long as any of the Notes remains outstanding (as defined in the relevant Trust Deed) it will not and, where the Issuer is ESB, shall ensure that none of its Principal Subsidiaries (as defined below) will, create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest (each a **Security Interest**) upon the whole or any part of its/their respective assets or revenues of whatever nature present or future, to secure any Relevant Debt (other than Non Recourse Indebtedness, as defined in Condition 4.2 below), or any guarantee of or indemnity in respect of any Relevant Debt (other than Non Recourse Indebtedness), unless at the same time or prior thereto the Issuer's obligations under the Notes (a) are secured equally and rateably therewith or benefit from a Security Interest or guarantee or indemnity in substantially identical terms (to the extent permitted by Irish or other applicable law or regulation) thereto or (b) have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee shall deem not to be materially less beneficial to the Noteholders or as shall be approved by an Extraordinary Resolution.

4.2 Negative Pledge applicable to the Guarantor

The Guarantor undertakes that so long as any of the Notes issued by ESB Finance remain outstanding it will not, and shall ensure that none of its Principal Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of its/their respective assets or revenues of whatever nature present or future, to secure any Relevant Debt (other than Non Recourse Indebtedness), or any guarantee of or indemnity in respect of any Relevant Debt (other than Non Recourse Indebtedness), unless at the same time or prior thereto the Guarantor's obligations under the Guarantee (a) are secured equally and rateably therewith or benefit from a Security Interest or guarantee or indemnity in substantially identical terms (to the extent permitted by Irish or other applicable law or regulation) thereto or (b) have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee shall deem not to be materially less beneficial to the Noteholders or as shall be approved by an Extraordinary Resolution.

For the purposes of these Conditions:

Group means ESB and its Subsidiaries taken as a whole.

Non Recourse Indebtedness means any Relevant Debt incurred by a member of the Group on terms that the provider(s) of the Relevant Debt shall have recourse for repayment of such Relevant Debt and for payment of interest thereon only to revenues generated by and/or the proceeds of realisation of, specified asset(s) held by such member of the Group.

Principal Subsidiary means at any time a Subsidiary (other than a Special Purpose Subsidiary) of ESB:

(a) whose EBITDA or whose total assets represent in each case (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated accounts of ESB and its Subsidiaries relate, are equal to) not less than 10 per cent. of the consolidated EBITDA of ESB and its Subsidiaries, or, as the case may be, consolidated total assets, of ESB and its Subsidiaries taken as a whole, all as calculated respectively by reference to the then latest audited consolidated accounts of ESB and its Subsidiaries and the then latest audited unconsolidated accounts of such Subsidiary, provided that, in the case of a Subsidiary of ESB acquired after the end of the financial period to which the then latest audited consolidated accounts of ESB and its Subsidiaries relate, the reference to the then latest audited consolidated accounts of ESB and its Subsidiaries for the purposes of the calculation above shall, until consolidated accounts for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first-mentioned accounts as if such Subsidiary had been shown in such accounts by reference to its then latest relevant audited accounts, adjusted as deemed appropriate by ESB;

(b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of ESB which immediately prior to such transfer is a Principal Subsidiary, provided that the transferor Subsidiary shall upon such transfer forthwith cease to be a Principal Subsidiary and the transferee Subsidiary shall cease to be a Principal Subsidiary pursuant to this subparagraph (b) on the date on which the consolidated accounts of ESB and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited as aforesaid but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary on or at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of subparagraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition; or

(c) to which is transferred an undertaking or assets which, taken together with the undertaking or assets of the transferee Subsidiary, generated (or, in the case of the transferee Subsidiary being acquired after the end of the financial period to which the then latest audited consolidated accounts of ESB and its Subsidiaries relate, generate EBITDA equal to) not less than 10 per cent. of the consolidated EBITDA of ESB and its Subsidiaries, or represent (or, in the case aforesaid, are equal to) not less than 10 per cent. of the consolidated total assets of ESB and its Subsidiaries taken as a whole, all as calculated as referred to in subparagraph (a) above, provided that the transferor Subsidiary (if a Principal Subsidiary) shall upon such transfer forthwith cease to be a Principal Subsidiary unless immediately following such transfer its undertaking and assets generate (or, in the case aforesaid, generate EBITDA equal to) not less than 10 per cent. of the consolidated EBITDA of ESB and its Subsidiaries, or its assets represent (or, in the case aforesaid, are equal to) not less than 10 per cent. of the consolidated total assets of ESB and its Subsidiaries taken as a whole, all as calculated as referred to in subparagraph (a) above, and the transferee Subsidiary shall cease to be a Principal Subsidiary pursuant to this subparagraph (c) on the date on which the consolidated accounts of ESB and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary on or at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of subparagraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition,

all as more particularly defined in the relevant Trust Deed.

A report by two Directors of ESB addressed to the Trustee that in their opinion a Subsidiary of ESB is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary may be relied upon by the Trustee without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest error, be conclusive and binding on all parties.

Relevant Debt means any present or future indebtedness for borrowed money in the form of, or represented by, bonds, notes or other securities which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange or other organised securities market.

Special Purpose Subsidiary means at any time a Subsidiary of ESB which itself has no Subsidiaries (other than a Subsidiary which is a company which falls within paragraph (a) or (b) of this definition) and which either:

(a) is established to be the holding company of a company of the type described in paragraph (b) of this definition and the business of which is comprised wholly or substantially of holding shares or other equity interests in a company of the type described in paragraph (b) of this definition; or

(b) is established solely for the purposes of (i) the design or structure or building of a specified asset or project and/or (ii) holding a specified asset or project and/or receiving revenues therefrom, and/or (iii) incurring Non Recourse Indebtedness and matters ancillary thereto.

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership.

4.3 Sales of Assets

(a) ESB will not, and will not permit any Subsidiary to, sell, lease or otherwise dispose of all or any substantial part (as defined in paragraph (b) of this Condition 4.3 (*Sales of Assets*)) of the assets of ESB or the Group (whether by a single transaction or a number of related transactions and whether at the same time or over a period of time), *provided, however,* that:

(i) ESB or the Issuer where the Issuer is ESB Finance (or any other Subsidiary substituted as issuer pursuant to Condition 15.2 (*Substitution*)) may sell, lease or otherwise dispose of all or substantially all of its assets to any other Person (an **Acquiror**) if (x) such Acquiror (1) is a solvent entity organised under the laws of any Approved Jurisdiction and a certificate of two directors of the Acquiror (or other officers acceptable to the Trustee) that the Acquiror is solvent both at the time at which the relevant transaction is proposed to be effected and immediately thereafter and is organised under the laws of any Approved Jurisdiction shall be conclusive evidence thereof and binding on all parties, (2) is immediately thereafter engaged (on a consolidated basis) in any similar line of business as ESB and its Subsidiaries on a consolidated basis, and (3) executes a trust deed or some other form of undertaking is given by the Acquiror in form and manner satisfactory to the Trustee, agreeing to be bound by the provisions of the relevant Trust Deed and these Conditions with any consequential amendments (including where the Acquiror is incorporated, domiciled or resident in, or subject generally to the taxing jurisdiction of, a territory other than or in addition to the Tax Jurisdiction (as defined in Condition 8 (*Taxation*)), the giving of undertakings or covenants by the Acquiror in terms corresponding to the provisions of Condition 8 (*Taxation*) with the substitution for (or, as the case may be, the addition to) the references to Ireland in the definition of Tax Jurisdiction of references to that other or additional territory in which the Acquiror is incorporated, domiciled or resident or to whose taxing jurisdiction it is subject and (where applicable) Condition 7.2 (*Redemption and Purchase – Redemption for tax reasons*) shall be modified accordingly) which the Trustee may deem appropriate as fully as if the Acquiror had been named in the relevant Trust Deed and these Conditions as the principal debtor in place of the relevant Issuer, and (y) at the time of such transaction and after giving effect thereto, no Event of Default or potential Event of Default shall have occurred and be continuing; and

(ii) any Subsidiary (other than the Issuer where the Issuer is ESB Finance) may sell, lease or otherwise dispose of all or substantially all of its assets to ESB or any other Subsidiary so long as (x) in any such transaction not involving ESB, ESB shall have at least the same degree of voting control and economic interest with respect to the Acquiror as it had with respect to the Subsidiary that sells, leases or otherwise disposes of all of its assets, (y) if such Subsidiary has been substituted as guarantor pursuant to Condition 15.2 (*Substitution*), the Acquiror executes a trust deed or some other form of undertaking is given by the Acquiror in form and manner satisfactory to the Trustee, agreeing to be bound by the provisions of the relevant Trust Deed and these Conditions with any consequential amendments (including where the Acquiror is incorporated, domiciled or resident in, or subject generally to the taxing jurisdiction of, a territory other than or in addition to the Tax Jurisdiction (as defined in Condition 8 (*Taxation*)), the giving of undertakings or covenants by the Acquiror in terms corresponding to the provisions of Condition 8 (*Taxation*) with the substitution for (or, as the case may be, the addition to) the references to Ireland in the definition of Tax Jurisdiction of references to that other or additional territory in which the Acquiror is incorporated, domiciled or resident or to whose taxing jurisdiction it is subject and (where applicable) Condition 7.2 (*Redemption and Purchase – Redemption for tax reasons*) shall be modified accordingly) which the Trustee may deem appropriate as fully as if the Acquiror had been named in the relevant Trust Deed and these Conditions in place of the Guarantor, and (z) at the time of such transaction and after giving effect thereto no Event of Default or potential Event of Default shall have occurred and be continuing; and

provided, further, that in the event of a sale described in subparagraph (x) of paragraph (i) or subparagraph (y) of paragraph (ii) of this Condition 4.3(a):

(X) the Trustee shall have received an opinion of independent counsel to the Acquiror, which opinion shall be acceptable to the Trustee, as to (i) the due organisation, valid existence and, if legally applicable, good standing of the Acquiror, (ii) the due authorisation, execution and delivery of any required assumption agreement by the Acquiror, and (iii) the valid, binding and enforceable nature of the obligations of the Acquiror under such assumption agreement subject to reasonable and customary exceptions, assumptions and/or qualifications under the circumstances; and

(Y) the Trustee shall have received from ESB, in the case where the Acquiror shall be the primary obligor of the Notes, unconditional and irrevocable written confirmation and reaffirmation as to its obligations under the Guarantee, provided that the written confirmation is in form and substance satisfactory to the Trustee.

(b) As used in this Condition 4.3, a sale, lease or other disposition of assets shall be deemed to be a *"substantial part"* of the assets of ESB or the Group only if the book value of such assets, when added to the book value of all other assets sold, leased or otherwise disposed of by ESB or its Subsidiaries taken as a whole during the 365-day period ending on the date on which such sale, lease or other disposition occurs, exceeds 30 per cent. of Consolidated Total Assets as of the immediately preceding Year-End Date.

Computations under this paragraph (b) shall include all issues or sales of any shares (or other equity interests) of any class (including as "shares" for the purposes of this Condition 4.3, any warrants, rights or options to purchase or otherwise acquire shares, other equity interests or other Securities exchangeable for or convertible into shares or equity interests) of any Subsidiary (valued at the aggregate net book value of the assets of such Subsidiary multiplied by a fraction, the numerator of which is the aggregate number of shares (or other equity interests) of such Subsidiary issued or sold and the denominator *of* which is the aggregate number of shares (or other equity interests) of such Subsidiary outstanding immediately prior to such issuance or sale) to any Person other than the Guarantor or a Subsidiary over which ESB shall have at least the same degree of voting control and economic interest as it did with respect to the Subsidiary issuing or selling such shares (or other equity interests) or whose shares (or other equity interests) are being sold, except shares (or other equity interests) issued or sold for the purpose of qualifying directors, or except shares (or other equity interests) issued or sold in satisfaction of the validly pre-existing pre-emptive rights of minority shareholders (or equity holders) in connection with the simultaneous issuance of stock (or equity interests) to ESB and/or Subsidiaries whereby ESB and/or such Subsidiaries maintain their same proportionate interest in such Subsidiary. In the event of a sale of shares, any liabilities or obligations which are assumed by or otherwise become liabilities or obligations of the acquiring Person shall be netted against the assets or shares sold or otherwise disposed of by ESB or any Subsidiary. Computations under this paragraph (b) shall not include sales, leases or other dispositions made:

(i) in the ordinary course of business of ESB or any Subsidiary (including any sale or securitisation of receivables for cash in an amount not less than the fair market value (as determined in good faith by a Senior Financial Officer and certified to the Trustee upon request) thereof; *provided* that the value of any securitisation of receivables contemplated hereby, together with the value of all other such receivable securitisations having occurred during the 365-day period ending on the date on which such securitisation is completed) shall not exceed 5 per cent. of Consolidated Total Assets as of the immediately preceding Year-End Date;

(ii) by ESB to a Wholly-Owned Subsidiary (which is not a Special Purpose Subsidiary) or by a Subsidiary to ESB or another Subsidiary (which is not a Special Purpose Subsidiary) with respect to which ESB shall have at least the same degree of voting control and economic interest as it had with respect to the Subsidiary selling, leasing or otherwise disposing of such assets;

(iii) by a Special Purpose Subsidiary;

(iv) to the extent that, substantially concurrently therewith (and in any event within a period of 60 days), ESB or the Subsidiary involved receives, in exchange therefor, assets which are to be used in the business of ESB or a Subsidiary and are of at least substantially equal value;

(v) for fair market value (as determined in good faith by a Senior Financial Officer and certified to the Trustee upon request), to the extent that the Net Proceeds Amount of such transaction (or an equal amount) has been or is applied within 545 days before or after the date of such transaction to either or both of:

(A) the purchase, acquisition, development, redevelopment or construction of non-financial assets which are to be used or useful in the business of ESB and/or a Subsidiary and a certificate of two directors of ESB addressed to the Trustee that such purchase, acquisition, development, redevelopment or construction are to be used or useful in the business of ESB and/or a Subsidiary shall be conclusive evidence thereof and binding on all parties, or

(B) the repayment or prepayment of unsubordinated Financial Indebtedness of ESB or a Subsidiary (other than unsubordinated Financial Indebtedness owed by a member of the Group to another member of the Group); *provided* that ESB shall contemporaneously make an offer to purchase some or all of the Notes pursuant to Condition 7.10 (*Purchases*) in aggregate amount calculated by multiplying the aggregate amount of unsubordinated Financial Indebtedness of ESB or any Subsidiary to be prepaid pursuant to this clause (B) by a fraction, (a) the numerator of which is the aggregate unpaid principal amount of Notes outstanding at the time of such offer and (b) the denominator of which is aggregate unpaid principal amount of unsubordinated Financial Indebtedness (including the Notes) of ESB or any Subsidiary at the time of such offer that is to be the subject of any prepayment pursuant to this clause (B);

it being understood that the failure to apply (or have applied) such Net Proceeds Amount of such transaction within such 545 day period will not give rise to a claim by the Trustee or any holder of Notes against the acquirer of such assets; or

(vi) with respect to assets acquired in an acquisition subsequent to the Issue Date of the first Tranche of Notes of this Series if (a) such assets are outside the principal business areas to which the assets acquired, taken as a whole, relate, and (b) such assets are sold or disposed of for cash or any other consideration which represents the fair market value of such assets.

For the purposes of these Conditions:

Approved Jurisdiction means and includes any one of the following jurisdictions: Ireland, the United States, the United Kingdom, Canada, Australia, Switzerland, and any member of the OECD as of 12 February 2010 (other than Greece, Italy, Spain, Turkey, Portugal, Slovenia, the Czech Republic, the Slovak Republic, Hungary, Poland, Republic of Korea or Mexico);

Consolidated Total Assets means, without duplication, at any time, the aggregate value of the assets of the Group calculated on a consolidated basis in accordance with generally accepted accounting principles in Ireland;

Net Proceeds Amount means, with respect to any sale, lease or disposition of property by any Person, an amount equal to the result of (a) the aggregate amount of the consideration (valued at the fair market value of such consideration at the time of the consummation of such sale, lease or disposition) received by such Person in respect of such sale, lease or disposition, minus (b) all out-of-pocket costs and expenses actually incurred by such Person in connection with, and taxes in respect of, such sale, lease or disposition;

Person means an individual, partnership, corporation, limited liability guarantor, association, trust, unincorporated organisation, or a government or agency or political subdivision thereof;

Senior Financial Officer means the Deputy Chief Executive, the Executive Director, Group Finance and Commercial, the Group Treasurer, the Group Commercial and Strategy Manager or the Financial Performance and Governance Manager of ESB;

Wholly-Owned Subsidiary means, at any time, any Subsidiary 100 per cent. of all of the equity interests (except directors' qualifying shares) and voting interests of which are owned by any one or more of ESB's other Wholly-Owned Subsidiaries at such time and/or employees or directors of ESB or any Subsidiary at such time (provided that the percentage of the equity interests and voting interests of such Subsidiary owned by such employees and directors shall not exceed 5 per cent. of the equity interests and voting interests of such Subsidiary in the aggregate); and

Year-End Date means December 31 of any year or any such other date that ESB shall specify in writing as its fiscal year-end date.

5. INTEREST

5.1 Interest on Fixed Rate Notes

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

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

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

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

(A) in the case of Fixed Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (A) the Fixed Rate Notes represented by such Global Note or (B) such Registered Notes; or

(B) in the case of Fixed Rate Notes which are Bearer Notes 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 Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes 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 Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 5.1 (*Interest on Fixed Rate Notes*):

(a) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms or Pricing Supplement:

(i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms or Pricing Supplement) that would occur in one calendar year; or

(ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) 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

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

In the Conditions:

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

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

5.2 Interest on Floating Rate Notes and Index Linked Interest Notes

(a) Interest Payment Dates

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

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms or Pricing Supplement; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms or Pricing Supplement, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms or Pricing Supplement 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 the 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 Notes become payable on a date other than an Interest Payment Date.

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

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

(B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means:

(A) 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 London and each Additional Business Centre (other than T2) specified in the applicable Final Terms or Pricing Supplement;

(B) if T2 is specified as an Additional Business Centre in the applicable Final Terms or Pricing Supplement, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor or replacement for that system (T2) is open; and

(C) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars

shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which T2 is open.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Final Terms or Pricing Supplement.

In respect of Floating Rate Notes, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(A) the offered quotation; or

(B) 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 EURIBOR, as specified in the applicable Final Terms or Pricing Supplement) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms or Pricing Supplement) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

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

If the Rate of Interest cannot be determined because of the occurrence of a Benchmark Event, the Rate of Interest shall be calculated in accordance with the terms of Condition 5.7 (*Benchmark Replacement*).

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

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

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

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

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

The Principal Paying Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, 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. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes or Index Linked Interest Notes (subject to Conditions 5.6 (*Adjustment of Rate of Interest for Fixed Rate Notes and Floating Rate Notes*) and 5.7 (*Benchmark Replacement*) where applicable) for the relevant Interest Period by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes or Index Linked Interest Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (A) the Notes represented by such Global Note or (B) such Registered Notes; or

(B) in the case of Floating Rate Notes or Index Linked Interest Notes which are Bearer Notes in definitive form, the Calculation Amount;

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

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

(i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms or Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms or Pricing Supplement, the actual number of days in the Interest Period divided by 365;

(iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms or Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(iv) if "Actual/360" is specified in the applicable Final Terms or Pricing Supplement, the actual number of days in the Interest Period divided by 360;

(v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms or Pricing Supplement, 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:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms or Pricing Supplement, 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:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D_2 will be 30;

(vii) if "30E/360 (ISDA)" is specified in the applicable Final Terms or Pricing Supplement, 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:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.

(e) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms or Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, 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 Principal Paying Agent shall determine such rate at such time and by reference to such sources as the Issuer or an expert appointed by it in its absolute discretion determines appropriate.

Designated Maturity means the period of time designated in the Reference Rate.

(f) Notification of Rate of Interest and Interest Amounts

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

(g) 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, whether by the Principal Paying Agent or, if applicable, the Calculation Agent, shall (in the absence of manifest error) be binding on the Issuer, the Guarantor (if the Issuer is ESB Finance), the Principal Paying Agent, the Calculation Agent (if applicable), the other Agents, the Trustee and all Noteholders and Couponholders and (in the absence of wilful default and bad faith) no liability to the Issuer, the Guarantor (if the Issuer is ESB Finance), the Trustee, the Noteholders or the Couponholders shall attach to the Principal Paying Agent or, if applicable, the Calculation Agent 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 Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the relevant Trust Deed.

5.4 Indexation

In the case of Index Linked Interest Notes or Index Linked Redemption Notes, the following provisions of Condition 5.4 (*Indexation*) shall apply.

(a) Indexation of interest and principal

If the Notes are specified as Index Linked Interest Notes in the applicable Final Terms or Pricing Supplement, each payment of interest in respect of the Notes shall be calculated by reference to the Rate of Interest multiplied by the Index Ratio or Limited Index Ratio, in the case of Limited Index Linked Notes, applicable to the date on which such payment falls to be made and rounded to six decimal places (0.0000005 being rounded upwards).

If the Notes are specified as Index Linked Redemption Notes in the applicable Final Terms or Pricing Supplement, the Final Redemption Amount payable pursuant to Condition 7.1 (*Redemption at maturity*) and the Early Redemption Amount or, as the case may be, the Optional Redemption Amount or Make-Whole Redemption Amount, payable pursuant to Conditions 7.2, 7.3, 7.4, 7.5, 7.7 or 10 shall be the Final Redemption Amount or Early Redemption Amount or Optional Redemption Amount or Make-Whole Redemption Amount (as the case may be) multiplied by the Index Ratio or Limited Index Ratio, in the case of Limited Index Linked Notes, applicable to the date on which the Final Redemption Amount or the Early Redemption Amount or Optional Redemption Amount or Make-Whole Redemption Amount (as the case may be) becomes payable together with accrued interest, subject to the Minimum Index Redemption Amount and the Maximum Index Redemption Amount specified in the applicable Final Terms or Pricing Supplement.

Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will not be linked to an index composed by either Issuer.

The Calculation Agent will calculate such Final Redemption Amount or Early Redemption Amount or Optional Redemption Amount or Make-Whole Redemption Amount (as the case may be) as soon as practicable after each time such amount is capable of being determined and will notify the Principal Paying Agent thereof as soon as practicable after calculating the same. The Principal Paying Agent will as soon as practicable thereafter notify the Issuer and any stock exchange on which the Notes are for the time being listed thereof and cause notice thereof to be published in accordance with Condition 14 (*Notices*).

(b) Definitions

For the purposes of these Conditions:

Base Index Figure means (subject to Condition 5.5 (*Change in circumstances affecting the Index*)) the base index figure as specified in the applicable Final Terms or Pricing Supplement;

Calculation Date means any date when an Interest Amount, Final Redemption Amount or Early Redemption Amount, as applicable, falls due;

Expert means an independent investment bank or other expert in London appointed by the Issuer and approved by the Trustee or (failing such appointment within ten days after the Trustee shall have requested such appointment or failing such approval by the Trustee) appointed by the Trustee;

Index or **Index Figure** means, in relation to any Calculation Date, subject as provided in Condition 5.5 below, the Index or Index Figure as specified in the applicable Final Terms or Pricing Supplement

for the indexation of inflation as published by the government department of the Sovereign responsible for the publication of such index and applicable to that Calculation Date or, if that index is not published for any Calculation Date, any substituted index or index figures published by the government department responsible for the publication of such index or the comparable index which replaces such index for the purpose of calculating the amount payable on repayment of the Reference Gilt;

Any reference to the **Index Figure applicable** to a particular Calculation Date shall, subject as provided in Condition 5.5 below;

(i) if the applicable Final Terms or Pricing Supplement specifies that interpolation will apply, be calculated in accordance with the following formula:

$$\frac{IF_{m-y} + (\text{Day of Calculation Date} - 1) \times (IF_{m-x} - IF_{m-y})}{(\text{Days in month of Calculation Date})}$$

and rounded to five decimal places (0.000005 being rounded upwards) and where:

IF_{m-y} means the Index Figure for the first day of the month that is the number of months as specified in the applicable Final Terms or Pricing Supplement (**Indexation Month Reference Period Y**) prior to the month in which the payment falls due; and

IF_{m-x} means the Index Figure for the first day of the month that is the number of months as specified in the applicable Final Terms or Pricing Supplement (**Indexation Month Reference Period X**) prior to the month in which the payment falls due; or

(ii) otherwise means the Index Figure for the first day of the month that is the number of months as specified in the applicable Final Terms or Pricing Supplement prior to the month in which the payment falls due (in the case of an Index published on a daily basis) or the Index Figure designated for the month that is the number of months as specified in the applicable Final Terms or Pricing Supplement prior to the month in which the payment falls due (in the case of an Index published on a monthly basis);

the **Index Ratio** applicable to any Calculation Date means the Index Figure applicable to such date divided by the Base Index Figure and rounded to five decimal places (0.000005 being rounded upwards);

Limited Index Ratio means (a) in respect of any month or date, as the case may be, prior to the relevant Issue Date, the Index Ratio for that month or date, as the case may be; (b) in respect of any Limited Indexation Date after the relevant Issue Date, the product of the Limited Indexation Factor for that month or date, as the case may be, and the Limited Index Ratio as previously calculated in respect of the month or date, as the case may be, the number of months prior thereto (as specified in the applicable Final Terms or Pricing Supplement (**Limited Indexation Month Reference Period**)); and (c) in respect of any other month or date, as the case may be, the Limited Index Ratio as previously calculated in respect of the most recent Limited Indexation Month;

Limited Indexation Date means any date falling during the period specified in the applicable Final Terms or Pricing Supplement for which a Limited Indexation Factor is to be calculated;

Limited Indexation Factor means, in respect of a Limited Indexation Month or Limited Indexation Date, as the case may be, the ratio of the Index Figure applicable to that month or date, as the case may be, divided by the Index Figure applicable to the month or date, as the case may be, the number of months prior thereto (as specified in the applicable Final Terms or Pricing Supplement (Limited Indexation Month Reference Period)), provided that (a) if such ratio is greater than the Maximum Indexation Factor specified in the applicable Final Terms or Pricing Supplement, it shall be deemed to be equal to such Maximum Indexation Factor and (b) if such ratio is less than the Minimum Indexation Factor specified in the applicable Final Terms or Pricing Supplement, it shall be deemed to be equal to such Minimum Indexation Factor;

Limited Indexation Month means any month specified in the applicable Final Terms or Pricing Supplement for which a Limited Indexation Factor is to be calculated;

Limited Index Linked Instruments means Index Linked Instruments to which a Maximum Indexation Factor and/or a Minimum Indexation Factor (as specified in the applicable Final Terms or Pricing Supplement) applies; and

Reference Gilt means Treasury Stock specified as such in the applicable Final Terms or Pricing Supplement for so long as such stock is in issue, and thereafter such issue of index-linked Treasury

Stock determined to be appropriate by a gilt-edged market maker or other adviser selected by the Issuer (an **Indexation Adviser**).

5.5 Change in circumstances affecting the Index

(a) Change in base

If at any time the Index is changed by the substitution of a new base for it, then with effect from and including the date on which such substitution takes effect the definition of Base Index Figure in Condition 5.4(b) (*Definitions*) shall be amended to mean the product of the then applicable Base Index Figure and the Index immediately following such substitution, divided by the Index immediately prior to such substitution.

(b) Delay in publication of the Index

(i) If, in relation to a particular Interest Period or to the redemption of all or some only of the Notes and otherwise than in circumstances which the Issuer certifies to the Trustee (in a certificate addressed to the Trustee and signed by two Directors of the Issuer) may fall within Condition 5.5(c) (*Cessation of or fundamental changes to the Index*) or 7.8 (*Redemption for Indexation Reasons*) (notwithstanding that the Issuer may subsequently be advised that they do not fall within Condition 5.5(c) (*Cessation of or fundamental changes to the Index*) or 7.8 (*Cessation of or fundamental changes to the Index*)), the Index Figure relating to any month (the **calculation month**) which is required to be taken into account for the purposes of the determination of the Index Figure for any date is not published on or before the fourteenth day before the date on which such payment is due (the **date for payment**), the Issuer shall appoint an Expert and the Index Figure for the relevant calculation month shall be the substitute index figure (if any) as is published by the government department responsible for the publication of such index for the purposes of indexation of payments on the Reference Gilt or, failing such publication, on any one or more of Sovereign's index-linked stocks, as determined by the Expert; or

(ii) if no such determination is made by the Expert within seven days, the Index Figure last published before the date for payment.

Where the provisions of this Condition 5.5(b) apply, the certificate of the Issuer (signed by two Directors), acting on the advice of an Expert, as to the Index Figure applicable to the date for payment falls shall be conclusive and binding upon the Issuer, the Guarantor (if the Issuer is ESB Finance), the Trustee and the Noteholders and Couponholders. If a substitute index is published as specified in 5.5(b)(i) above, a determination made based on that index shall be final and no further payment by way of adjustment shall be made, notwithstanding that the Index Figure applicable to the date for payment may subsequently be published. If no substitute index is so published and the Index relating to the date for payment is subsequently published then:

(A) in the case of any Note not falling due for redemption on the date for payment, if the Index Figure so subsequently published (if published while that Note remains outstanding) is greater or less than the Index Figure applicable by virtue of 5.5(b)(ii) above, the interest payable on that Note on the Interest Payment Date next succeeding the date of such subsequent publication shall be increased or reduced to reflect the amount by which the interest payable on that Note on the date for payment on the basis of the Index Figure applicable by virtue of 5.5(b)(ii) above fell short of, or (as the case may be) exceeded the interest which would have been payable on that Note if the Index Figure subsequently published had been published on or before the second business day before the date for payment; or

(B) in the case of any Note falling due for final redemption on the date for payment, no subsequent adjustment to amounts paid will be made.

(c) Cessation of or fundamental changes to the Index

If the Index ceases to be published or any changes are made to it which, in the opinion of an Expert, constitute a fundamental change in the rules governing the Index and the change would, in the opinion of the Expert, be detrimental to the interests of the Issuer or the Noteholders and if, within 30 days after its appointment (or such longer period as the Trustee may consider reasonable), the Expert recommends for the purposes of the Notes one or more adjustments to the Index or a substitute index (with or without adjustments), then provided that such adjustments or substitute index (as the case may be) are not materially detrimental (in the opinion of the Expert) either to the interests of the Issuer

or the interests of the Noteholders, as compared to the interests of the Issuer and the Noteholders (as the case may be) as they would have been had the Index continued to be published or such fundamental change in the rules governing the Index not been made, the Index shall be adjusted as so recommended or (as the case may be) shall be replaced by the substitute index so recommended (as so adjusted, if so recommended) and references in these Conditions to the Index shall be construed accordingly and the Issuer shall notify the Noteholders of the adjustments to the Index or the introduction of the substitute index (with or without adjustments) in accordance with Condition 14 (*Notices*).

If any payment in respect of the Notes is due to be made after the cessation or changes referred to in the preceding paragraph but before any such adjustment to, or replacement of, the Index takes effect, the Issuer shall (if the Index Figure applicable (or deemed applicable) to the date for payment is not available in accordance with the provisions of Condition 5.4 (*Indexation*)) make a provisional payment on the basis that the Index Figure applicable to the date for payment is the Index last published. In that event or in the event of any payment on the Notes having been made on the basis of an Index deemed applicable under Condition 5.5(b)(i) above (also referred to below as a **provisional payment**) and in either such case in the event of the Trustee on the advice of the Expert subsequently determining that the relevant circumstances fall within this Condition 5.5(c), then:

(i) except in the case of a payment on redemption of the Notes, if the sum which would have been payable if such adjustments or such substitute index had been in effect on the due date for such provisional payment is greater or less than the amount of such provisional payment, the interest payable on the Notes on the Interest Payment Date next succeeding the last date by which the Issuer and Trustee receive such recommendation shall be increased or reduced to reflect the amount by which such provisional payment of interest fell short of, or (as the case may be) exceeded, the interest which would have been payable on the Notes if such adjustments or such substituted index had been in effect on that date; or

(ii) in the case of a payment of principal or interest on redemption of the Notes, no subsequent adjustment to amounts paid will be made.

(d) Trustee

The Trustee shall be entitled to assume that no cessation of or change to the Index has occurred until informed otherwise by the Issuer and shall have no obligation to monitor any Index or to check any calculations made pursuant to this Condition 5.5(d) and will not be responsible for identifying or appointing an Expert save as provided in these Conditions.

5.6 Adjustment of Rate of Interest for Fixed Rate Notes and Floating Rate Notes

If Ratings Step-up/Step-down is specified as being applicable in the applicable Final Terms or Pricing Supplement, the following terms relating to the Rate of Interest for the Notes shall apply:

(i) The Rate of Interest payable on the Notes will be subject to adjustment from time to time in the event of a Step Up Rating Change or Step Down Rating Change as the case may be in accordance with the following provisions.

(ii) Subject to Conditions 5.6(iv) and (vii) below, from and including the first Interest Payment Date following the date of a Step Up Rating Change, if any, the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) payable on the Notes shall be increased by the Step Up Margin specified in the applicable Final Terms or Pricing Supplement.

(iii) Subject to Conditions 5.6(iv) and (vii) below, in the event of a Step Down Rating Change following a Step Up Rating Change, with effect from and including the first Interest Payment Date following the date of such Step Down Rating Change, the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) payable on the Notes shall be decreased by the Step Up Margin back to the initial Rate of Interest (in the case of Fixed Rate Notes) or the initial Margin (in the case of Floating Rate Notes).

(iv) If a Step Up Rating Change and, subsequently, a Step Down Rating Change occur during the same Fixed Interest Period (in the case of Fixed Rate Notes) or the same Interest Period (in the case of Floating Rate Notes), the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) payable on the Notes shall be neither increased nor decreased as a result of either such event.

(v) The Issuer shall use all reasonable efforts to maintain credit ratings for the Notes from both Rating Agencies. If, notwithstanding such reasonable efforts, either Rating Agency fails to or ceases to assign a credit rating to the Notes, and at such time Fitch has assigned a credit rating to the Notes, then references in this Condition 5.6 to Moody's or S&P, as the case may be, or

the credit ratings thereof, shall be to Fitch or, as the case may be, the equivalent credit ratings thereof. If at such time, Fitch has not assigned a credit rating to the Notes, the Issuer shall use all reasonable efforts to obtain a credit rating of the Notes from a substitute rating agency that shall be a Statistical Rating Agency, and references in this Condition 5.6 to Moody's or S&P, as the case may be, or the credit ratings thereof, shall be to such substitute rating agency or, as the case may be, the equivalent credit ratings thereof.

(vi) The Issuer, failing which the Guarantor, will, on the occurrence of a Step Up Rating Change or a Step Down Rating Change giving rise to an adjustment to the Rate of Interest payable on the Notes pursuant to this Condition 5.6, notify to the Trustee, the Principal Paying Agent, the Noteholders and any stock exchange on which the Notes for the time being are listed and publish the applicable notice in accordance with Condition 14 (*Notices*) as soon as reasonably practicable after the occurrence of such Step Up Rating Change or Step Down Rating Change, but in no event later than the fifth London Business Day thereafter.

(vii) A Step Up Rating Change (if any) and a Step Down Rating Change (if any), may only occur once each during the term of the Notes.

(viii) If the rating designations employed by Moody's or S&P are changed from those which are described in this Condition 5.6(viii), the Issuer or the Guarantor shall determine, with the agreement of the Trustee (such agreement not to be unreasonably withheld or delayed) the rating designations of Moody's or S&P as are most equivalent to the prior rating designations of Moody's or S&P, as the case may be.

For the purposes of this Condition 5.6:

Fitch means Fitch Ratings Ltd. or its successor;

Investment Grade means, in the case of a credit rating assigned by Moody's, Baa3 or higher and, in the case of a credit rating assigned by S&P, BBB- or higher or the equivalent credit rating assigned by a Statistical Rating Agency, if applicable;

Moody's means Moody's Investors Service Limited, or its successor;

Rating Agency means either Moody's or S&P and Rating Agencies means both of them;

S&P means S&P Global Ratings Europe Limited, or its successor;

Statistical Rating Agency means Fitch or such other rating agency or their respective successors as may be proposed by the Issuer and approved by the Trustee, such approval not to be unreasonably withheld or delayed;

A **Step Down Rating Change** occurs where after a Step Up Rating Change, both Rating Agencies publicly announce that the credit rating assigned to the Notes is Investment Grade, provided that, for the purposes of this definition, where:

(i) both Rating Agencies do not make the public announcements on the same date, the Step Down Rating Change shall be deemed to occur on the date of the later public announcement; and

(ii) a Rating Agency had not downgraded the Notes below Investment Grade, then written confirmation from such Rating Agency that the then current rating assigned to the Notes is Investment Grade shall be deemed to be a public announcement, made on the date of such confirmation, that the credit rating assigned to the Notes by such Rating Agency is Investment Grade.

For the avoidance of doubt, any further increase in the credit rating of the Notes above Investment Grade shall not constitute a Step Down Rating Change; and

Step Up Rating Change means the first public announcement by either Rating Agency or both Rating Agencies of a decrease in the credit rating assigned to the Notes to below Investment Grade. For the avoidance of doubt, any further decrease in the credit rating of the Notes below Investment Grade shall not constitute a Step Up Rating Change and the Rate of Interest on the Notes shall never be greater than the Maximum Step-up Coupon specified in the applicable Final Terms or Pricing Supplement.

5.7 Benchmark Replacement

Notwithstanding the foregoing provisions in this Condition 5.7, if the Issuer determines that a Benchmark Event has occurred in relation to the Original Reference Rate at any time when the Conditions provide for any Rate of Interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply:

(a) **Independent Adviser:** The Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable to determine (acting in good faith) a Successor Rate, failing which, an Alternative Reference Rate and, in either case, an Adjustment Spread and any Benchmark Amendments (each as defined and as further described below) no later than 5 Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the **IA Determination Cut-off Date**) for the purposes of determining the Rate of Interest applicable to the Notes for such next succeeding Interest Period and for all future Interest Periods (subject to the subsequent operation of this Condition 5.7(a) during any other future Interest Periods).

(b) **Successor Rate or Alternative Reference Rate:** If the Independent Adviser (acting in good faith) determines that:

(i) there is a Successor Rate then such Successor Rate (as adjusted by the applicable Adjustment Spread as provided in Condition 5.7(c) below shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent further operation of this Condition 5.7 (*Benchmark Replacement*); or

(ii) there is no Successor Rate but that there is an Alternative Reference Rate then such Alternative Reference Rate (as adjusted by the applicable Adjustment Spread as provided in Condition 5.7(c) below shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 5.7 (*Benchmark Replacement*).

(c) **Adjustment Spread:** if a Successor Rate or Alternative Reference Rate is determined in accordance with Condition 5.7(b) above, the Independent Adviser or (if the Independent Adviser appointed by the Issuer fails to determine an Adjustment Spread) the Issuer shall determine an Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread (and, for the avoidance of doubt, an Adjustment Spread may be positive, negative or zero)), which Adjustment Spread shall be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as the case may be for each subsequent determination of a relevant Rate of Interest and Interest Amount(s) (or a component part thereof) by reference to such Successor Rate or Alternative Reference Rate (as applicable)), subject to the subsequent further operation and adjustment as provided in this Condition 5.7. If the Independent Adviser or the Issuer (as applicable) is unable to determine, no later than three business days prior to the Interest Determination Date relating to the next succeeding Interest Period, the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread.

(d) **Benchmark Amendments:** If any Successor Rate, Alternative Reference Rate or Adjustment Spread is determined in accordance with this Condition 5.7, the Independent Adviser (acting in good faith) may determine (i) that amendments to these Conditions, the relevant Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Reference Rate and/or Adjustment Spread (provided that such amendments do not, without the consent of the party responsible for determining the Rate of Interest (being the Principal Paying Agent or such other party specified in the applicable Final Terms or Pricing Supplement, as applicable) impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or protective provisions afforded to it) (such amendments, the **Benchmark Amendments**) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5.7(e), without any requirement for the consent or approval of Noteholders or Couponholders, vary these Conditions, the relevant Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, the Trustee and Agents shall, at the request and expense of the Issuer, agree to use their reasonable endeavours to effect such Benchmark Amendments to the relevant Trust Deed, the Agency Agreement and these Conditions, including, inter alia, by execution of a deed supplemental to the relevant Trust Deed and/or the Agency Agreement, as the Issuer determines and certifies to the Trustee and the Agents are required in order to give effect to this Condition 5.7 (*Benchmark Replacement*) and neither the Trustee nor the Principal Paying Agent shall be liable to any party for any consequence thereof. Notwithstanding the above, neither the Trustee nor the Agents (as applicable) shall be obliged to agree to any Benchmark Amendments if the same would, in the sole opinion of the Trustee or the Agents (as applicable), expose it to any additional duties, responsibilities

or liabilities or reduce or amend its rights and/or the protective provisions afforded to it in the relevant Trust Deed and/or these Conditions and/or the Agency Agreement (as applicable).

In connection with any such variation in accordance with this Condition 5.7 (*Benchmark Replacement*), the Issuer shall comply with the rules of any stock exchange or other relevant authority on or by which the Notes are for the time being listed or admitted to trading.

(e) **Notices etc.:** The Issuer shall no later than three Business Days prior to the Interest Determination Date notify the party responsible for determining the Rate of Interest (being the Principal Paying Agent or such other party specified in the applicable Final Terms or Pricing Supplement, as applicable), the Trustee, the Principal Paying Agent, the Paying Agents and promptly thereafter notify, in accordance with Condition 13 (*Exchange of Talons)* the Noteholders of any Successor Rate, Alternative Reference Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5.7 (*Benchmark Replacement*). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any. No later than notifying the Trustee and the Principal Paying Agent of the same, the Issuer shall deliver to the Trustee and the Principal Paying Agent a certificate signed by two Directors of the Issuer confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or Alternative Reference Rate (as applicable), (iii) any Adjustment Spread and (iv) where applicable, the terms of any Benchmark Amendments and certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Reference Rate and/or Adjustment Spread.

The Trustee and the Principal Paying Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Reference 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 the Successor Rate or Alternative Reference Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's and the Principal Paying Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Principal Paying Agent, the Calculation Agent, the Paying Agents and the Noteholders.

If in the opinion of the party responsible for determining the Rate of Interest (being the Principal Paying Agent or such other party specified in the applicable Final Terms or Pricing Supplement, as applicable) there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5.7 (*Benchmark Replacement*) it shall promptly notify the Issuer thereof and the Issuer shall direct it in writing (which direction may be by way of a written determination of an Independent Adviser) as to which course of action to adopt. If such party is not promptly provided with such direction, or is otherwise unable to make such calculation or determination as a result of its operational requirements for implementation and operation of the determined Successor Rate, Alternative Reference Rate, any Adjustment Spread and any Benchmark Amendments, it shall notify the Issuer thereof and shall not incur any liability for any failure to make such calculation or determination which arises as a result thereof. For the avoidance of doubt, neither the Trustee nor any Agent shall be obliged to monitor or enquire whether a Benchmark Event has occurred or have any liability in respect thereof.

(f) **Survival of Original Reference Rate:** Without prejudice to the obligations of the Issuer under this Condition 5.7 (*Benchmark Replacement*), the Original Reference Rate and the fallback provisions provided for in Condition 5.2(g) will continue to apply unless and until the party responsible for determining the Rate of Interest (being the Principal Paying Agent or such other party specified in the applicable Final Terms or Pricing Supplement, as applicable) has been notified of the Successor Rate or the Alternative Reference Rate (as the case may be), the applicable Adjustment Spread and Benchmark Amendments (if applicable), in accordance with Condition 5.7(e) above.

(g) **Fallbacks:** If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, the Issuer is unable to appoint an Independent Adviser or no Successor Rate or Alternative Reference Rate (as applicable) is determined pursuant to this Condition 5.7 (*Benchmark Replacement*) prior to the IA Determination Cut-Off Date and the Relevant Screen Page is no longer available for use, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period (which may be the initial Rate of Interest) (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period for which the Rate of Interest was determined, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period).

For the avoidance of doubt, this Condition 5.7 (*Benchmark Replacement*) shall apply to the determination of the Rate of Interest on the relevant **immediately** following Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of and to adjustment as provided in, this Condition 5.7 (*Benchmark Replacement*).

(h) **Definitions:** As **used** in these Conditions:

Adjustment Spread means a spread (which may be positive, negative or zero) or formula or methodology for calculating a spread, which the Independent Adviser or the Issuer (as applicable), determines is required to be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for the parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or

(iii) (if no such determination has been made) the Independent Adviser (acting in good faith) determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be); or

(iv) (if no such industry standard is recognised or acknowledged) the Independent Adviser (acting in good faith) determines to be appropriate in order to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or Alternative Reference Rate (as applicable).

Alternative Reference Rate means the rate (and related alternative screen page or source, if available) that the Independent Adviser (acting in good faith) determines in accordance with Condition 5.7 (*Benchmark Replacement*) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes or, if the Independent Adviser determines that there is no such rate, such other rate as the Independent Adviser (acting in good faith) determines in its discretion is most comparable to the Original Reference Rate.

Benchmark Event means:

(i) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or ceasing to be calculated or administered; or

(ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or that it will, on or before a specified future date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to the specified date referred to in (ii)(A); or

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or

(iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Reference Rate that the relevant Reference Rate will, on or before a specified

date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the specified date referred to in (iv)(A); or

(v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which, by a specified date, the Original Reference Rate will 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 in each case on or before a specified date and (B) the date falling six months prior to the specified date referred to in (v)(A); or

(vi) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate announcing that, in the view of such supervisor the Original Reference Rate is or will on or before a specified date no longer be representative of an underlying market and (B) the date falling six months prior to the specified date referred to in (vi)(A); or

(vii) it has or will prior to the next Interest Determination Date become unlawful for the Principal Paying Agent, the Issuer or any other person specified in the applicable Final Terms or Pricing Supplement as the party responsible for calculating the Rate of Interest and Interest Amount(s)) to calculate any payments due to be made to any Noteholder using the Original Reference Rate (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 of recognised standing with relevant experience in the international debt capital markets, in each case appointed by the Issuer at its own expense. For the avoidance of doubt, an Independent Adviser appointed pursuant to this Condition 5.7 (*Benchmark Replacement*) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 5.7 (*Benchmark Replacement*);

Original Reference Rate means the originally-specified Reference Rate used to determine the relevant Rate of Interest (or any component part thereof) in respect of any Interest Periods(s) (provided that if, following one or more Benchmark Events, such originally-specified Reference Rate (or any Successor Rate or Alternative Reference Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Reference Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Reference Rate, the term "Original Reference Rate" shall include any such Successor Rate or Alternative Reference Rate);

Relevant Nominating Body means, in respect of a reference rate:

(i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates;

(B) any central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate;

(C) a group of the aforementioned central banks or other supervisory authorities; or

(D) the Financial Stability Board or any part thereof.

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

6. PAYMENTS

6.1 Method of payment

Subject as provided below:

(a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such **Specified** Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and

(b) **payments** 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 or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

6.2 Presentation of definitive Bearer Notes and Coupons

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

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8 (*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 Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

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

6.3 Payments in respect of Bearer Global Notes

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

6.4 Payments in respect of Registered Notes

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

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

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

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

6.5 General provisions applicable to payments

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

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

(a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;

(b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

(c) such payment is then permitted under United States law without involving, in the opinion of the Issuer and, where applicable, the Guarantor, adverse tax consequences to the Issuer or, as the case may be, the Guarantor.

6.6 Payment Day

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

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

(i) in the case of Notes in definitive form only, in the relevant place of presentation; and

(ii) in each Additional Financial Centre (other than T2) specified in the applicable Final Terms or Pricing Supplement;

(b) if T2 is specified as an Additional Financial Centre in the applicable Final Terms or Pricing Supplement, a day on which T2 is open; and

(c) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which T2 is open.

6.7 Interpretation of principal and interest

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

(a) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the relevant Trust Deed;

(b) the Final Redemption Amount of the Notes;

(c) the Early Redemption Amount of the Notes;

(d) the Optional Redemption Amount(s) (if any) of the Notes;

(e) the Make-Whole Redemption Amount(s) (if any) of the Notes

(f) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7.9 (*Early Redemption Amounts*)); and

(g) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the relevant Trust Deed.

7. REDEMPTION AND PURCHASE

7.1 Redemption at maturity

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

7.2 Redemption for tax reasons

Subject to Condition 7.9 (*Early Redemption Amounts*), the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is neither a Floating Rate Note nor an Index Linked Interest Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Interest Note), on giving not less than the minimum nor more than the maximum period of notice specified in the applicable Final Terms or Pricing Supplement to the Trustee and the Principal Paying Agent and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

(a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) or (if the Issuer is ESB Finance) the Guarantor would be unable for reasons outside its control to procure payment by ESB Finance and in making payment itself would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) 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 Notes; and

(b) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

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

Prior to the publication of any notice of redemption pursuant to this Condition 7.2 (*Redemption for tax reasons*), the Issuer shall deliver to the Trustee (i) a certificate signed by two Directors of the Issuer or, as the case may be, the Guarantor stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor 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 the certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.9 (*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 applicable Final Terms or Pricing Supplement, the Issuer may, having given not less than the minimum nor more than the maximum period of notice specified in the applicable Final Terms or Pricing Supplement to the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms or Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms or Pricing Supplement. In the case of a partial redemption of Notes, the Notes to be redeemed (the **Redeemed Notes**) will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 (*Notices*) not less than 15 days prior to the date fixed for redemption.

7.4 Redemption at the option of the Issuer (Make-Whole Redemption by the Issuer)

If Make-Whole Redemption by the Issuer is specified as being applicable in the applicable Final Terms or Pricing Supplement, the Issuer may, having given not less than the minimum nor more than the maximum period of notice specified in the applicable Final Terms or Pricing Supplement to the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable (other than in the circumstances set out in the next paragraph) and shall specify the date fixed for redemption (the **Make-Whole Redemption**

Date)), redeem all or some only of the Notes then outstanding (other than any such Note in respect of which an Optional Redemption Date pursuant to Condition 7.6 (*Redemption at the option of the Noteholders (Investor Put*)) or Event Risk Put Date pursuant to Condition 7.7 (*Redemption as a result of a Change of Control of the Issuer*) occurs prior to the relevant Make-Whole Redemption Date) at a redemption price per Note (the **Make-Whole Redemption Amount**) equal to the higher of the following, in each case together with, if applicable, interest accrued to (but excluding) the relevant Make-Whole Redemption Date:

(a) the nominal amount of the Note; and

(b) the sum of the then current values of the remaining scheduled payments of principal and interest (not including any interest accrued but unpaid on the Notes to, but excluding, the Make-Whole Redemption Date) discounted to the Make-Whole Redemption Date on an annual, semi-annual or such other basis as is equivalent to the frequency of interest payments on the Notes (as determined by the Determination Agent) (based on the Day Count Fraction specified in the applicable Final Terms or Pricing Supplement) at (i) the Euro Make-Whole Redemption Rate (as defined below), in the case of the Notes denominated in euro; (ii) the Gross Redemption Yield (as defined below), in the case of the Notes denominated in Sterling; or (iii) the Make-Whole Redemption Rate (as defined below), in the case of the Notes denominated in any currency other than euro or Sterling, plus in each case any applicable Discount Margin specified in the applicable Final Terms or Pricing Supplement, in each case as determined by the Reference Dealers or the Determination Agent, as applicable.

Any notice of redemption given under the above paragraph will, in respect of the Notes to which it relates, override any notice of redemption given (whether previously, on the same date, or subsequently) under Condition 7.2 (*Redemption for tax reasons*) or Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*). Any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Make Whole Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Make Whole Redemption Date, or by the Make Whole Redemption Date so delayed.

Any such redemption must be of a nominal amount not less than the Minimum Make-Whole Redemption Amount and not more than the Maximum Make-Whole Redemption Amount specified in the applicable Final Terms or Pricing Supplement. In the case of a partial redemption of Notes, the Redeemed Notes will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 (*Notices*) not less than 15 days prior to the date fixed for redemption.

For the purposes of this Condition 7.4:

Determination Agent means a reputable financial services institution as may be appointed as such for this purpose by the Issuer;

Euro Make-Whole Redemption Rate means (i) the average of five Reference Dealer Quotations, after excluding the highest and the lowest of such Reference Dealer Quotations, (ii) if the Determination Agent obtains fewer than five but more than one such Reference Dealer Quotations, the average of any such Reference Dealer Quotations, (iii) if the Determination Agent obtains only one such Reference Dealer Quotation, such quotation so obtained, or (iv) if no Reference Dealer Quotations are provided, the price determined by the Determination Agent (or failing which the Issuer, in consultation with the Determination Agent), acting in a commercially reasonable manner, at such time and by reference to such sources as it deems appropriate;

Euro Reference Stock means the euro-denominated security specified in the applicable Final Terms or Pricing Supplement issued by the Federal Republic of Germany selected by the Determination Agent (with the advice of the Reference Dealers and in consultation with the Issuer) as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes;

Gross Redemption Yield on the Sterling Reference Stock means a yield, expressed as a percentage and calculated at or around 10.00 a.m. (London time) on the Determination Date specified in the applicable Final

Terms or Pricing Supplement by the Determination Agent on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields" page 5, Section One: Price/Yield Formulae (Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date) (published on 8 June, 1998 and updated on 15 January, 2002 and 16 March, 2005) (as updated, amended or supplemented from time to time) on a semi-annual compounding basis (converted on an annualised yield and rounded up (if necessary) to four decimal places) or, if such formula does not reflect generally accepted market practice at the time of redemption, a yield calculated in accordance with generally accepted market practice at such time, all as advised to the Issuer by the Determination Agent;

Make-Whole Redemption Rate on the Reference Stock means a yield expressed as a percentage and calculated by the Determination Agent as at or around the time of day customary for such determination in the relevant market on the Determination Date and in accordance with generally accepted market practice at such time, as advised to the Issuer by the Determination Agent;

Reference Dealer Quotation means in respect of each Reference Dealer the quotation of such Reference Dealer for the mid-market annual yield to maturity of the Euro Reference Stock (expressed as a percentage of its principal amount) quoted in writing to the Determination Agent by such Reference Dealer at or around 11.00 a.m. (Central European time) on the Determination Date specified in the applicable Final Terms or Pricing Supplement;

Reference Dealers means any credit institution or financial services institution that regularly deals in bonds and other debt securities (which may include the Determination Agent) and who is selected by the Determination Agent after the consultation with the Issuer;

Reference Stock means the security specified as such in the applicable Final Terms or Pricing Supplement (or, where the Determination Agent advises the Issuer that such security is no longer in issue or, for reasons of illiquidity or otherwise, is no longer appropriate for such purpose, such other security as the Determination Agent may determine to be appropriate by way of substitution for the original security); and

Sterling Reference Stock means the United Kingdom Government Treasury Stock specified in the applicable Final Terms or Pricing Supplement (or, where the Determination Agent advises the Issuer that such stock is no longer in issue or, for reasons of illiquidity or otherwise, is no longer appropriate for such purpose, such other United Kingdom government stock as the Determination Agent may determine to be appropriate by way of substitution for the original stock).

7.5 Clean-Up call option

If Clean-Up Call Option is specified as being applicable in the applicable Final Terms or Pricing Supplement, in the event that at least 75 per cent. or more (or any other higher percentage specified as the Clean-Up Call Amount in the Final Terms or Pricing Supplement) of the aggregate principal amount of the Notes (which shall include, for these purposes, any further Notes issued pursuant to Condition 17 (*Further Issues*) has been purchased or redeemed by the Issuer other than as a result of the exercise by the Issuer of its redemption right under Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call*)) or Condition 7.4 (*Redemption at the option of the Issuer (Make-Whole Redemption by the Issuer*)) the Issuer may, at its option, on giving not less than 15 (fifteen) nor more than 30 (thirty) calendar days' notice (or such other notice periods as may be specified in the applicable Final Terms or Pricing Supplement) to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption) in accordance with Condition 14 (*Notices*), redeem all, but not some only, of the remaining Notes in that Series then outstanding at par, together with any interest accrued to (but excluding) the date set for redemption.

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

If Investor Put is specified as being applicable in the applicable Final Terms or Pricing Supplement, upon the holder of any Note giving **to** the Issuer in accordance with Condition 14 (*Notices*) not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms or Pricing Supplement, the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 7.6 and, in the case of Registered Notes, the nominal

amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 (*Registration of transfer upon partial redemption*). If this Note is in definitive bearer form, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg by a holder of any Note pursuant to this Condition 7.6 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10 (*Events of Default and Enforcement*), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.6 and instead to declare such Note forthwith due and payable pursuant to Condition 10 (*Events of Default and Enforcement*).

7.7 Redemption as a result of a Change of Control of the Issuer

An **Event Risk Put Event** will occur if, while any of the Notes remains outstanding (as defined in the relevant Trust Deed) a Change of Control Event occurs and during the Change of Control Period either:

(i) a Ratings Downgrade occurs; or

(ii) if at the time of the commencement of the Change of Control Period the Notes do not carry a credit rating from a Rating Agency, the relevant Issuer is unable to obtain an investment grade rating from any Rating Agency before the end of the Change of Control Period.

Further, if at the time of the commencement of the Change of Control Period the Notes carry a non-investment grade credit rating (as described below) from any Rating Agency, an Event Risk Put Event will be deemed to occur upon the occurrence of a Change of Control Event alone.

If an Event Risk Put Event occurs (unless the Issuer has given notice under 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 (Make-Whole Redemption by the Issuer)*) in respect of all of the Notes then outstanding):

(a) the Issuer shall, within 10 Dublin Business Days after the occurrence of such Event Risk Put Event, and at any such time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-fifth in nominal amount of the Notes then outstanding or if so directed by Extraordinary Resolution of the Noteholders, shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), give notice (an **Event Risk Put Event Notice**) to the Noteholders in accordance with Condition 14 (*Notices*) specifying the nature of the Event Risk Put Event and the procedure for exercising the option contained in this Condition 7.7; and

(b) the holder of each Note will have the option to require the Issuer to redeem or, at the relevant Issuer's option, purchase (or procure the purchase of) that Note on the Event Risk Put Date (as defined below) at its Early Redemption Amount, together with any interest accrued up to (but excluding) the Event Risk Put Date.

To exercise the right to require redemption of this Note following an Event Risk Put Event, the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar on any Business Day falling within the Event Risk Put Period, deliver a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (an **Event Risk Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 7.7 and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and

in accordance with the provisions of Condition 2.2 (*Registration of transfer upon partial redemption*). If this Note is in definitive bearer form, the Event Risk Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that the Notes (and such Coupons) will, following delivery of the Event Risk Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note following an Event Risk Put Event the holder of this Note must, within the Event Risk Put Period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear and Clearstream, Luxembourg, or any common depositary or common safekeeper, as the case may be, for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

The Issuer shall redeem or, at the option of the Issuer, purchase (or procure the purchase of) the relevant Notes on the Event Risk Put Date at their principal amount, together with any interest accrued up to (but excluding) the Event Risk Put Date unless previously redeemed or purchased.

If 80 per cent. or more in nominal amount of the Notes originally issued have been redeemed or purchased and cancelled pursuant to the provisions of this Condition 7, the Issuer may, on not less than 30 or more than 60 days' notice to the Noteholders given within 30 days after the Event Risk Put Date, redeem the remaining Notes as a whole at a redemption price of the principal amount thereof plus interest accrued to but excluding the date of such redemption.

If the rating designations employed by Moody's, Fitch and S&P are changed from those which are described within the applicable definition of Ratings Downgrade (below), or if a rating is assigned by another Rating Agency, the Issuer shall determine, with the agreement of the Trustee the rating designations of Moody's, Fitch and S&P or such other Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's, Fitch and S&P and this Condition 7 shall be construed accordingly.

The Trustee is under no obligation to ascertain whether an Event Risk Put Event or any event which would lead to the occurrence of or could constitute an Event Risk Put Event has occurred and, until it shall have actual knowledge or notice pursuant to the relevant Trust Deed to the contrary, the Trustee may assume that no Event Risk Put Event or other such event has occurred.

Where the definitions within this Condition 7.7 (*Redemption as a result of a Change of Control of the Issuer*) state that the Issuer will seek to obtain a rating from a Rating Agency, the Issuer undertakes that it will make all reasonable endeavours to seek a rating in respect of the Notes from a Rating Agency either prior to or not later than the timeframe as specified.

For the purpose of these Conditions:

A **Change of Control Event** shall occur if the Government of Ireland ceases, directly or indirectly (through any government agency or political subdivision thereof or otherwise), to have Control of ESB;

Change of Control Period means the period:

(a) commencing on the date that is one Business Day before the earlier of (a) the date of the relevant Change of Control Event and (b) the date of the earliest Relevant Potential Change of Control Announcement (if any); and

(b) ending 90 days after the date of the Change of Control Event or such longer period for which the Notes are under consideration by a Rating Agency for rating or rating review (such consideration having been announced publicly within the period ending 90 days after the date of the Change of Control Event and such period not to exceed 60 days after the public announcement of such consideration);

Control of ESB means the right, by virtue of holding shares in ESB or otherwise, or by virtue of any contract or other arrangement with any holder of shares in such body corporate, to exercise or control the exercise of more than 50 per cent. of the total voting rights conferred upon the holders of the entire capital stock for the time being of ESB;

Dublin Business Day means 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 Dublin;

Event Risk Put Date means the date falling seven days after the expiry of the Event Risk Put Period;

Event Risk Put Period means the period of 45 days after an Event Risk Put Event Notice is given;

Rating Agency means **Moody's**, **Fitch** or **S&P** (each as defined in Condition 5.6 (*Adjustment of Rate of Interest for Fixed Rate Notes and Floating Rate Notes*) above), or their respective successors, replacements or substitutes;

Ratings Downgrade means, with respect to a Rating Agency and a Change of Control Event, immediately prior to the commencement of the relevant Change of Control Period, such Rating Agency rated the Notes as investment grade (being at or above Baa3, BBB- or BBB- for Moody's, Fitch and S&P respectively, or its respective equivalent for the time being), or, in the case of a Rating Agency which had not assigned a rating to the Notes immediately prior to the commencement of the relevant Change of Control Period, such Rating Agency assigns an investment grade rating to the Notes during the relevant Change of Control Period, and during such Change of Control Period:

(a) such Rating Agency rates the Notes as non-investment grade (being at or below Ba1, BB+ or BB+ for Moody's, Fitch and S&P respectively, or its respective equivalent for the time being) and such rating is not within such Change of Control Period restored to an investment grade rating by such Rating Agency or replaced by an investment grade rating of another Rating Agency, or

(b) such Rating Agency withdraws its rating of the Notes and that rating is not within such Change of Control Period replaced by an investment grade rating of another Rating Agency,

and in each case such Rating Agency publicly announces or confirms in writing to the Issuer, the Guarantor (if the Issuer is ESB Finance) or the Trustee that such non-investment grade rating or withdrawal of rating was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control Event (whether or not such Change of Control Event shall have occurred at the time such rating is given or rating is withdrawn); and

Relevant Potential Change of Control Announcement means any formal public announcement or statement by or on behalf of ESB or the Government of Ireland relating to any potential Change of Control Event where, within 180 days of the date of such announcement or statement, a Change of Control Event occurs.

7.8 Redemption for Indexation Reasons

In the case of Index Linked Interest Notes or Index Linked Redemption Notes:

(a) if the Index ceases to be published or any changes are made to it which, in the opinion of an Expert, constitute a fundamental change in the rules governing the Index and the change would, in the opinion of the Expert, be detrimental to the interests of the Noteholders and if the Expert fails within 30 days after its appointment (or such longer period as the Trustee considers reasonable), or states to the Issuer and the Trustee that it is unable, to recommend for the purposes of the Notes any adjustments to the Index or any substitute index (with or without adjustments) as described in Condition 5.5(c) (*Cessation of or fundamental changes to the Index*), the Issuer shall, within 14 days after the expiry of such period or (as the case may be) after the date of such statement, give notice (which shall be irrevocable and shall state the date fixed for redemption which shall be not more than 15 days after the date on which the notice is given) to redeem the Notes then outstanding, at a price equal to their principal amount multiplied by the Index Ratio (or Limited Index Ratio in the case of Limited Index Linked Notes), applicable to the date on which the date fixed for redemption falls, together with accrued interest, subject to the Minimum Index Redemption Amount and Maximum Index Redemption Amount specified in the applicable Final Terms or Pricing Supplement; or

(b) if the Index ceases to be published or any changes are made to it which, in the opinion of an Expert, constitute a fundamental change in the rules governing the Index and the change would, in the opinion of the Expert, be detrimental to the interests of the Issuer and if the Expert fails within 30 days after its appointment (or such longer period as the Trustee considers reasonable), or states to the Issuer and the Trustee that it is unable, to recommend for the purposes of the Notes any adjustments to the Index or any substitute index (with or without adjustments) as described in Condition 5.5(c) (*Cessation of or fundamental changes to the Index*), the Issuer may at its option, within 14 days after the expiry of such period or (as the case may be) after the date of such statement, give notice (which shall be irrevocable and shall state the date fixed for redemption which shall be not more than 15 days after the date on which the notice is given) to redeem the Notes then outstanding, at a price equal to their principal amount multiplied by the Index Ratio or Limited Index Ratio (in the case of Limited Index Linked Notes) applicable to the date on which the date fixed for redemption falls, together with accrued interest, subject to the Minimum Index Redemption Amount and Maximum Index Redemption Amount specified in the applicable Final Terms or Pricing Supplement.

7.9 Early Redemption Amounts

Subject to Condition 5.4(a) (*Indexation of interest and principal*) which applies to Index Linked Redemption Notes, for the purpose of Conditions 7.2(*Redemption for tax reasons*) and 7.7 (*Redemption as a result of a Change of Control of the Issuer)* above and Condition 10 (*Events of Default and Enforcement*):

(a) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and

(b) each Zero Coupon Note will be redeemed at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

Early Redemption Amount = RP x $(1 + AY)^y$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

^{y} is the Day Count Fraction specified in the applicable Final Terms or Pricing Supplement which will be either (i) 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 Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360 or (ii) 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 Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) 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 Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

7.10 Purchases

The Issuer, the Guarantor (where the Issuer is ESB Finance) or any of their respective Subsidiaries may at any time purchase Bearer Notes (provided that, in the case of definitive Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. All Notes so purchased will be surrendered to a Paying Agent or the Registrar for cancellation.

7.11 Cancellation

All Notes which are redeemed or purchased pursuant to Condition 7.10 (*Purchases*), will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 7.10 above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

7.12 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1, 7.2, 7.3, 7.4, 7.5 or 7.7 above upon its becoming due and repayable as provided in Condition 10 (*Events of Default and Enforcement*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.9 above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

(a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the Registrar or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*).

8. TAXATION

All payments in respect of the Notes and Coupons by or on behalf of the Issuer or the Guarantor (where the Issuer is ESB Finance) will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer, or as the case may be, the Guarantor (where the Issuer is ESB Finance) will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the Notes or

Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

(a) the holder of which is liable for such taxes or duties in respect of such Note or Coupon by reason of their having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon; or

(b) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6 (*Payment Day*)); or

(c) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union.

As used herein:

(i) **Tax Jurisdiction** means Ireland or any political subdivision or any authority thereof or therein having power to tax; and

(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 Trustee or the Principal Paying Agent or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

9. PRESCRIPTION

The Notes (whether in bearer of registered form) and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (*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 6.2 (*Presentation of definitive Bearer Notes and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of definitive Bearer Notes and Coupons*).

10. EVENTS OF DEFAULT AND ENFORCEMENT

10.1 Events of Default

If any one or more of the following events (each an **Event of Default**) shall occur and be continuing the Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), (but in the case of the happening of any of the events described in paragraphs (b) to (d) (other than the winding up or dissolution of the Issuer or the Guarantor, if applicable), (e) to (g) and (i) inclusive below, only if the Trustee shall have certified in writing to the Issuer and, if applicable, the Guarantor that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer or the Guarantor, if applicable, that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the relevant Trust Deed:

(a) if default is made in the payment in the Specified Currency of any amount due in respect of the Notes or any of them and the default continues for a period of 3 days in the case of principal or 7 days in the case of interest; or

(b) if the Issuer or the Guarantor (where the Issuer is ESB Finance) fails to perform or observe any of its other obligations under the Conditions or the relevant Trust Deed and (except in any case where, in the opinion of the Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by the Trustee on the Issuer or the Guarantor (where the Issuer is ESB Finance), as the case may be, of notice requiring the same to be remedied; or

(c) if (i) any Indebtedness for Borrowed Money (as defined below) of the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries is declared due and repayable prematurely by reason of an event of default (however described); (ii) the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment as extended by any

originally applicable grace period; (iii) any security given by the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries for any Indebtedness for Borrowed Money is enforced; or (iv) default is made by the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person; or

(d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries, save for the purposes of reorganisation, amalgamation, merger, consolidation or restructuring (i) in the case of a Principal Subsidiary, whilst solvent, (ii) in the case of the Issuer or the Guarantor (where the Issuer is ESB Finance), on terms previously approved in writing by the Trustee or by an Extraordinary Resolution; or

(e) if the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries ceases to carry on the whole or substantially the whole of its business, save for the purposes of reorganisation, amalgamation, merger, consolidation or restructuring (i) in the case of a Principal Subsidiary, whilst solvent, or (ii) in the case of the Issuer or the Guarantor, on terms previously approved in writing by the Trustee or by an Extraordinary Resolution or, the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or

(f) if (A) proceedings are initiated against the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries under any applicable liquidation, insolvency, composition, examination, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, examiner, administrator or other similar official, or an administrative or other receiver, manager, examiner, administrator or other similar official is appointed, in relation to the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them and (B) in any case (other than the appointment of an administrator) is not discharged within 30 business days; or

(g) if the Issuer, the Guarantor (where the Issuer is ESB Finance) or any of ESB's Principal Subsidiaries initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, examination, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or

(h) if (where the Issuer is ESB Finance) ESB Finance ceases to be a subsidiary wholly owned and controlled, directly or indirectly, by ESB; or

(i) if (where the Issuer is ESB Finance) the Guarantee ceases to be, or is claimed by the Issuer or the Guarantor not to be, in full force and effect; or

(j) if any event occurs which, under the laws of any relevant jurisdiction, has or may have, in the Trustee's opinion, an analogous effect to any of the events referred to in paragraphs (d) to (i) above.

10.2 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer or the Guarantor (where the Issuer is ESB Finance) as it may think fit to enforce the provisions of the relevant Trust Deed, the Notes and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the relevant Trust Deed, the Notes or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-fifth in principal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor (where the Issuer is ESB Finance) unless the Trustee, having become bound so to proceed, fails or is unable so to do within 60 days and the failure or inability shall be continuing.

10.3 Definitions

For the purposes of the Conditions:

Indebtedness for Borrowed Money means any indebtedness (whether being principal, premium, interest or other amounts), other than Non Recourse Indebtedness, which singularly or in the aggregate is in excess of €100,000,000 (or its equivalent in other currencies) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities or any borrowed money or any liability under or in respect of any acceptance or acceptance credit.

11. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

12. AGENTS

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

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

(a) there will at all times be a Principal Paying Agent and a Registrar;

(b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and

(c) there will at all times be a Paying Agent in a jurisdiction other than a Tax Jurisdiction.

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

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and the Guarantor (where the Issuer is ESB Finance) and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

The Issuer shall maintain the Determination Agent and the Reference Dealers only at such times when the relevant functions specified in Condition 7.4 (*Redemption at the option of the Issuer (Make-Whole Redemption by the Issuer)*) need to be performed.

13. EXCHANGE OF TALONS

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

14. NOTICES

All notices regarding the Bearer Notes will be deemed to be validly given if published (a) in a leading English language daily newspaper of general circulation in the United Kingdom and (b) if, and for so long as, the Bearer Notes are admitted to trading on, and listed on the GEM or the regulated market of Euronext Dublin and the guidelines of Euronext Dublin so require, filed with the Companies Announcement Office of Euronext Dublin. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes are for the time

being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

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

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

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

15.1 Meetings of Noteholders, Modification and Waiver

The relevant Trust Deed contains provisions for convening meetings of the Noteholders (including by way of audio or video conference call) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the relevant Trust Deed. Such a meeting may be convened by the Issuer, the Guarantor (where the Issuer is ESB Finance) or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than five per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons or the relevant Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. The relevant Trust Deed provides that (i) a resolution passed at a meeting duly convened and held by a majority consisting of not less than three-fourths of votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in principal amount of the Notes for the time being outstanding or (iii) consents given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holder(s) of not less than three-fourths in principal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Couponholders.

The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the

relevant Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or to correct a manifest error. In addition, the Trustee shall be obliged to use its reasonable endeavours to effect any Benchmark Amendments on the terms and subject to the conditions as set out in Condition 5.7 (*Benchmark Replacement*) without the consent or approval of Noteholders or Couponholders. Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders 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 Noteholder or Couponholder be entitled to claim, from the Issuer, the Guarantor (where the Issuer is ESB Finance), the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the relevant Trust Deed.

15.2 Substitution

The Trustee may, without the consent of the Noteholders or Couponholders agree:

(a) with the Issuer and the Guarantor (where the Issuer is ESB Finance) to the substitution in place of the Issuer (or of any previous substitute of the Issuer under this Condition 15) as the principal debtor under the Notes, the Coupons and the relevant Trust Deed, of another company, being either ESB itself or another Subsidiary of ESB, or

(b) with ESB to the substitution in place of ESB, either as Issuer or as Guarantor (or of any previous substitute of ESB in either capacity under this Condition 15) as the principal debtor under the Notes, the Coupons and the relevant Trust Deed, or under the Guarantee, as the case may be, of another company,

in each case subject to (i) (in the case of a substitution under (a) above of another Subsidiary of ESB) the Notes being unconditionally and irrevocably guaranteed by ESB; (ii) the Trustee being satisfied that such substitution will not be materially prejudicial to the interests of the Noteholders; and (iii) certain other conditions set out in the relevant Trust Deed being complied with.

16. INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE CONTRACTING WITH THE ISSUER

The relevant Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction.

The relevant Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer, the Guarantor (where the Issuer is ESB Finance) and/or any of their Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, the Guarantor (where the Issuer is ESB Finance) and/or any of their Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

17. FURTHER ISSUES

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

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

19. GOVERNING LAW AND SUBMISSION TO JURISDICTION

19.1 Governing law

(a) The English Law Trust Deed, the Agency Agreement, the English Law Notes and any related Coupons and any non-contractual obligations arising out of or in connection with the English Law Trust Deed, the Agency Agreement, the English Law Notes and any related Coupons are governed by, and construed in accordance with, English law.

(b) The Irish Law Trust Deed, the Irish Law Notes and any related Coupons and any non-contractual obligations arising out of or in connection with the Irish Law Trust Deed, the Irish Law Notes and any related Coupons are governed by, and construed in accordance with, Irish law.

19.2 Submission to jurisdiction

(a) In the case of English Law Notes, subject to Condition 19.2(d) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the English Law Trust Deed, the English Law Notes and/or any related 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 English Law Trust Deed, the English Law Notes and/or any related Coupons (the **English Law Notes Dispute**) and accordingly each of the Issuer, the Guarantor (where the Issuer is ESB Finance) and the Trustee and any Noteholders or Couponholders in relation to any English Law Notes Dispute submits to the exclusive jurisdiction of the English courts.

(b) In the case of Irish Law Notes, subject to Condition 19.2(d) below, the Irish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Irish Law Trust Deed, the Irish Law Notes and/or any related 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 Irish Law Trust Deed, the Irish Law Notes and/or any related Coupons (the **Irish Law Notes Dispute**) and accordingly each of the Issuer, the Guarantor (where the Issuer is ESB Finance) and the Trustee and any Noteholders or Couponholders in relation to any Irish Law Notes Dispute submits to the exclusive jurisdiction of the Irish courts.

(c) For the purposes of this Condition 19.2:

(i) in the case of English Law Notes, the Issuer and the Guarantor (where the Issuer is ESB Finance) each waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any English Law Notes Dispute; and

(ii) in the case of Irish Law Notes, the Issuer and the Guarantor (where the Issuer is ESB Finance) each waives any objection to the Irish courts on the grounds that they are an inconvenient or inappropriate forum to settle any Irish Law Notes Dispute.

(d) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may, in respect of any English Law Notes Dispute or English Law Notes Disputes, or any Irish Law Notes Dispute or any Irish Law Notes Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

19.3 Appointment of Process Agent

The Issuer and the Guarantor (where the Issuer is ESB Finance) each irrevocably appoints ESBII UK Limited at its registered office for the time being in England as its agent for service of process in any proceedings before the English courts in relation to any English Law Notes Dispute, and agrees that, in the event of ESBII UK Limited being unable or unwilling for any reason so to act, it or they will immediately appoint another person approved by the Trustee as its agent for service of process in England in respect of any English Law Notes Dispute.

The Issuer and the Guarantor (where the Issuer is ESB Finance) each agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

19.4 Waiver of immunity

The Issuer and the Guarantor (where the Issuer is ESB Finance) each irrevocably and unconditionally with respect to any English Law Notes Dispute and any Irish Law Notes Dispute (i) waives any right to claim sovereign or other immunity from jurisdiction, recognition or enforcement and any similar argument in any jurisdiction, (ii) in the case of any English Law Notes Dispute, submits to the jurisdiction of the English courts and the courts of any other jurisdiction in relation to the recognition of any judgment or order of the English courts or the courts of any competent jurisdiction in relation to any English Law Notes Dispute; (iii) in the case of any Irish Law Notes Dispute, submits to the jurisdiction of the Irish courts and the courts of any other jurisdiction in relation to the recognition of any judgment or order of the Irish courts or the courts of any competent jurisdiction in relation to any Irish Law Notes Dispute; and (iv) consents to the giving of any relief (whether by way of injunction, attachment, specific performance or other relief) or the issue of any related process, in any jurisdiction, whether before or after final judgment, including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any English Law Notes Dispute and/or any Irish Law Notes Dispute.

USE OF PROCEEDS

Subject to (a), (b), (c) and (d) below, the net proceeds from each issue of Notes will be applied by the relevant Issuer for its general corporate purposes, which include making a profit. If, in respect of an issue of Notes:

(a) which are securitised derivatives for the purposes of the Global Exchange Market Listing and Admission to Trading Rules for Debt Securities of Euronext Dublin, there is a particular identified use of proceeds, such purposes may be more particularly described under "Reasons for the offer" in the applicable Pricing Supplement;

(b) which are derivative securities for the purposes of Annex 17 of Commission Delegated Regulation (EU) 2019/980, there is a particular identified use of proceeds, such purposes may be more particularly described under "Reasons for the offer" in the applicable Final Terms;

(c) which are designated in the Final Terms or Pricing Supplement, as applicable, as "Green Bonds", an amount equal to the net proceeds of such issuance is intended to be applied exclusively to finance or refinance, in whole or in part, Eligible Green Projects which meet the Eligibility Criteria, or

(d) which are designated in the applicable Final Terms as "European Green Bonds", an amount equal to the net proceeds of such issuance will be applied in accordance with the applicable Final Terms and the relevant European Green Bond Factsheet prepared in accordance with the requirements of the EU Green Bond Regulation.

European Green Bonds

The European Green Bond Factsheet and related pre-issuance review contain further information on the intended use of proceeds of European Green Bonds, the categories of eligible assets and expenditure to which such proceeds are to be allocated and ESB's process for ensuring alignment with the taxonomy requirements. Following the issuance of European Green Bonds, ESB will also publish allocation reports until full allocation of the proceeds, any post-issuance reviews of such allocation reports (as prepared by an external reviewer) and an impact report, in each case in accordance with the EU Green Bond Regulation. The impact report, published after full allocation of the proceeds, will detail the environmental impact of the use of the European Green Bond proceeds. The European Green Bond Factsheet, which is incorporated by reference into this Offering Circular, any pre-issuance review, all post-issuance allocation reports and related reviews and the impact report will be published on ESB's website at https://esb.ie/investors/green-financing.

In the event that Notes issued as European Green Bonds, subsequent to their Issue Date, no longer meet the requirements of the EU Green Bond Regulation, the relevant Issuer expects such Notes to be classified as Green Bonds to comply with the requirements and processes in the Green Finance Framework, save where such Notes are also unable to satisfy the requirements applicable to Green Bonds under the Green Finance Framework, in which case such Notes will not carry any "green" or equivalent designation.

Green Bonds

Eligibility Criteria means the eligibility criteria applicable to Eligible Green Projects as set out in the Green Finance Framework. Eligible Green Projects means eligible fixed assets, capital expenditures and/or operational expenditures relating to environmentally sustainable projects as described in the Green Finance Framework. The Green Finance Framework, as it may be updated from time to time, can be accessed through the "Green Financing" section of ESB's website (available at https://esb.ie/investors/green-financing and which, for the avoidance of doubt, is not incorporated into this Offering Circular).

The Green Finance Framework and/or the Second Party Opinion may be amended at any time without the consent of Noteholders and none of the Issuers, the Guarantor, the Arranger or the Dealers, or any of their respective affiliates, assumes any obligation or responsibility to release any update or revision to the Green Finance Framework and/or the Second Party Opinion and/or information to reflect events or circumstances after the date of publication of the Green Finance Framework and/or the Second Party Opinion, as applicable.

The Green Finance Framework establishes technical criteria for the Eligible Green Projects. The Green Finance Framework has been developed in alignment with, *inter alia,* the International Capital Markets Association Green Bond Principles (GBP) 2025 (the **Green Bond Principles**). The Green Bond Principles are voluntary guidelines that support transparency, integrity and credibility in the green bond market and provide guidance in the form of four key components: use of proceeds, process for project evaluation and selection, management of proceeds and reporting. Further information about the Green Bond Principles is available at https://www.icmagroup.org/sustainable-finance/the-principles-guidelines-and-handbooks/green-bond-principles-gbp/ (which, for the avoidance of doubt, is not incorporated into this Offering Circular). ESB may update the Green

Finance Framework from time to time to incorporate additional categories of Eligible Green Projects or to reflect updates to the Green Bond Principles.

Summary of the Green Finance Framework

The following summary is based on the Green Finance Framework as published by ESB and reflects the four core components of the Green Bond Principles. Notes designated as Green Bonds are advertised as pursuing environmental objectives, specifically climate change mitigation, by financing or refinancing Eligible Green Projects in the categories of renewable energy, battery and energy storage systems, and transmissions and distribution of electricity. The Eligible Green Projects are assessed against the relevant technical screening criteria of the EU Taxonomy established under the EU Taxonomy Regulation, including the substantial contribution, do no significant harm and minimum safeguards criteria.

Use of Proceeds

Subject to any additional specifications in the relevant Final Terms or Pricing Supplement, as applicable, it is the relevant Issuer's intention to apply an amount equal to the net proceeds from the issuance of Notes designated as Green Bonds to finance or refinance in whole or in part Eligible Green Projects, including eligible fixed assets, capital expenditures and/or operational expenditures which comply with the Eligibility Criteria. For capital expenditures and operational expenditures, a look-back period of no earlier than 24 months prior to the date of issuance of the relevant Notes will apply. Eligible Green Projects fall into the following category according to the Green Bond Principles:

Green Bond Principles: Eligible Green Project category	**Eligibility Criteria for Investments and Expenditures**
Renewable Energy	Solar power projects
	Offshore and onshore wind power generation projects
	Construction and operation of battery and energy storage systems (BESS) projects
	Construction, operation, maintenance, administration and/or, modernization of transmission and distribution infrastructure, compliant with the relevant EU Taxonomy eligibility criteria

Exclusions

The financing of any power generation project wholly or partly powered by fossil fuels or nuclear power is excluded under the Green Finance Framework. Financing of infrastructure dedicated to creating or expanding a direct connection between a substation or network and a power generation plant with lifecycle GHG emissions exceeding 100 gCO_2e/kWh is also excluded.

Process for Project Evaluation and Selection

A dedicated Green Finance Committee (the **Green Finance Committee**) has been established to oversee the implementation of the Green Finance Framework and ensure compliance with its requirements throughout the issuance process. The Green Finance Committee is composed of representatives from ESB's Treasury, Sustainability and Strategy functions, together with representatives from relevant ESB business units, as appropriate. The Green Finance Committee will meet at least on an annual basis and is responsible for: evaluating and selecting proposed projects against the Eligibility Criteria; reviewing the content of the Green Finance Framework and updating it to reflect changes in corporate strategy, technology, market, or regulatory developments on a best effort basis; updating external documents such as the Second Party Opinion and related documents from external consultants and/or accountants; monitoring internal processes to identify known material risks of negative social and/or environmental impacts associated with the Eligible Green Projects and implementing appropriate mitigation measures where possible; signing off on the allocation and impact reporting, including the external assurance statement of the allocation report; and liaising with relevant business finance segments and other stakeholders on the above.

Proposed projects will be subject to ESB's environmental risk management procedures and will also be assessed for alignment with the relevant provisions of the EU Taxonomy, including alignment with the 'Do No Significant Harm' and 'Minimum Safeguards' components. Any changes to the Green Finance Framework will be published on ESB's website.

Management of Proceeds

In accordance with the evaluation and selection process set out in the Green Finance Framework, ESB will exercise best endeavours to allocate an amount equal to the Green Bond net proceeds within two years of issuance to

Eligible Green Projects. ESB will set up a register and will put internal controls in place to monitor and track the net proceeds on Eligible Green Projects. ESB will maintain a minimum level of cash or cash equivalents to the unallocated issuance proceeds of Notes designated as Green Bonds. During the life of Notes designated as Green Bonds, if the relevant Eligible Green Projects financed or refinanced with such proceeds are sold, cease to fulfil the Eligibility Criteria, or are otherwise determined to be incompatible with the environmental objectives of the Green Finance Framework, the proceeds will be re-allocated to replacement Eligible Green Projects that comply with the Eligibility Criteria, as soon as reasonably practicable.

There is no contractual obligation on any Issuer to allocate the proceeds of Green Bonds to Eligible Green Projects, and the allocation of proceeds as described above is based on the relevant Issuer's intention at the time of issuance. In addition, the Green Finance Framework and/or the Second Party Opinion may be amended, supplemented or replaced from time to time without the consent of Noteholders, which may result in changes to the Eligibility Criteria, the eligible green project categories or other aspects of the allocation of proceeds. Any failure by the relevant Issuer to allocate an amount equal to the net proceeds of any Notes issued as Green Bonds to Eligible Green Projects, or to report on the use of proceeds or Eligible Green Projects as described above, will not constitute an event of default under the relevant Green Bonds.

Reporting

ESB intends to publish an annual allocation and impact report covering the allocation of Green Bond proceeds to Eligible Green Projects. Reporting will continue until full allocation of the proceeds and thereafter in the event of any material changes to the allocation portfolio, and such reports will be made available on ESB's website at https://esb.ie/investors/green-financing and, for the avoidance of doubt, such reports are not incorporated into this Offering Circular.

Second-Party Opinion

ESB has obtained a Second Party Opinion from Moody's to assess the alignment of the Green Finance Framework with, *inter alia,* the Green Bond Principles and the EU Taxonomy. The Second Party Opinion is available at https://esb.ie/investors/green-financing and, for the avoidance of doubt, is not incorporated into this Offering Circular.

External Review

ESB has appointed Moody's as external reviewer. In this capacity, Moody's will provide an annual compliance review, until such time as the proceeds of the issuance of Notes designated as Green Bonds have been allocated in full, confirming that an amount equal to the net proceeds of the Notes has been allocated (in all material respects) in compliance with the Eligibility Criteria.

OVERVIEW OF THE ELECTRICITY MARKETS IN IRELAND, NORTHERN IRELAND AND GREAT BRITAIN

The structure of the electricity market in Ireland and Northern Ireland (the two jurisdictions being referred to together as **Island of Ireland**) and Great Britain (**GB**) can be divided into four segments: generation, supply, transmission and distribution. Electricity generation and supply are open to full competition throughout the Island of Ireland and throughout GB. Electricity transmission and distribution are regulated monopolies in each of Ireland, Northern Ireland and GB with the CRU, the UR and the OFGEM, the regulators in each jurisdiction, determining the allowed revenue for the relevant price review period.

Energy Policy and Regulation

The Government of Ireland, through the Minister for Climate, Energy and the Environment is responsible for energy policy and energy affairs in Ireland.

By enacting the Climate Action and Low Carbon Development (Amendment) Act 2021, Ireland has legislated for a national net zero emissions target by 2050 (in line with the European Commission's "European Green Deal"), with an interim target of reducing emissions by 51 per cent. (representing an average of a 7 per cent. reduction year-on-year) by 2030 measured against 2018 as a base year. The Climate Action and Low Carbon Development (Amendment) Act 2021 saw the introduction of carbon budgets which cover five-year periods as well as the requirement to produce a Climate Action Plan (CAP) and a long-term climate action strategy. The Government of Ireland published its most recent CAP in April 2025 (**CAP 2025**) which sets out to achieve significant decarbonisation across society including a target to produce up to 80 per cent. of electricity from renewable sources by 2030, to be achieved in part by a significant amount of new offshore wind generation. However, CAP 2025 highlights the significant challenges in meeting the 2030 targets: the Environmental Protection Agency projects that Ireland will achieve a reduction of up to 23 per cent. in GHG emissions by 2030 compared to a target of 51 per cent. and that almost all sectors are likely to exceed their national sectoral emissions ceilings for 2025 and 2030. As at the date of this Offering Circular, a Climate Action Plan for 2026 has not been published but is expected later in 2026. Electrification continues to be a major theme in Ireland's decarbonisation plan with many heating, transport and industry applications expected to move from fossil fuel to electric technologies.

In Northern Ireland, the Department for the Economy (**DfE**) is responsible for energy policy and energy affairs. Ireland's and Northern Ireland's respective energy policies and regulations are currently heavily influenced by EU, UK and international law. While the impact of the UK's withdrawal from the EU may ultimately lead to some divergence in future energy policy and regulation between Ireland and Northern Ireland, it is anticipated that the UK's prominent role on the global stage (including its recent presidency of both the G7 and the UN Conference of the Parties to the Framework Convention on Climate Change) is indicative of the UK's desire to remain aligned with international thinking in the area of energy policy and climate change.

In March 2023, the DfE published its strategy report 'The Path to Net Zero Energy', setting a long-term vision of 'net zero carbon and affordable energy' by 2050. This report also committed to interim 2030 deliverables, including 70 per cent. of electricity consumption from renewable sources, 56 per cent. reduction (versus 1990 levels) in total emissions from energy (power, heat and transport), and doubling the size of the low carbon and renewable energy economy to a turnover of more than £2 billion. A Climate Change Bill was passed by the Northern Ireland Assembly in March 2022 and the Climate Change Act (Northern Ireland) 2022 (**Climate Change Act**) was enacted into law in June 2022. This is Northern Ireland's first Climate Change Act, bringing Northern Ireland in line with the rest of the UK and with Ireland. The Climate Change Act makes a legal commitment to net zero GHG emissions by 2050. It also commits to 80 per cent. of electricity consumption coming from renewable sources by 2030, superseding the original target of 70 per cent. within the strategy report. The UK's Committee on Climate Change March 2025 report highlighted the challenges faced in decarbonisation and stated that, to reach net zero by 2050, a step change in decarbonisation action is needed, emissions reductions will need to be more than three times faster and action will be required across all sectors of the economy.

Energy policy and regulation policies in GB are set by the Secretary of State for Energy Security and Net Zero.

The CRU is the independent regulator of the energy markets in Ireland. The UR is the independent regulator of the energy markets in Northern Ireland. Representatives from each of the CRU and the UR together with appointed independent members comprise the SEM Committee which makes decisions in relation to the wholesale electricity market, SEM (see further below).

The "Fit For 55" energy-related legislative package has been fully adopted by the EU. This forms part of the EU's "European Green Deal" which encompasses numerous pieces of legislation aimed at fulfilling the EU's commitments under the Paris Agreement and, ultimately, to achieve the EU targets of (1) reducing emissions by 55 per cent. by 2030 (as compared to 1990 as a base year) and (2) net-zero emissions by 2050. Ireland is currently in the process of transposing the Directives into national legislation. The European Commission remains focused on monitoring Member States' plans and progress as set out in National Energy and Climate Plans.

In 2025, the European Commission launched the EU Clean Industrial Deal (the **Deal**) which aims to boost European industrial competitiveness while achieving climate goals. This is primarily a non-legislative strategy, but it anchors and accelerates a pipeline of legislative acts across energy, industry, finance and competition policy. The Deal focuses on decarbonising energy-intensive industries, promoting clean tech, and enhancing circularity and includes measures to lower energy costs, increase renewable energy use, and support sustainable production and seeks to mobilise over €100 billion to finance the clean transition. The core non-legislative components are the Clean Industrial Deal Communication (overall strategy and roadmap) and Action Plan for Affordable Energy. The key legislative elements are the European Grids Package (published December 2025) and the draft Industrial Decarbonisation Accelerator Act (published March 2026). The Grids Package aims to tackle Europe's grid bottleneck by speeding up planning, permitting and investment in electricity, while the Industrial Accelerator Act aims to scale up European manufacturing capacity while accelerating industrial decarbonisation.

In 2026, the EU legislated for a 90 per cent. greenhouse-gas (GHG) emissions reduction target for 2040. Much of the focus for the year ahead will be deciding how Member States will meet their 2040 climate targets (such as incorporating certain flexibilities and the use of international credits) as well as the post-2030 energy target framework.

It is anticipated that the electricity sector will have a critical role in facilitating the energy transition to a low-carbon competitive environment.

Single Electricity Market

The SEM came into operation on the Island of Ireland in November 2007 and it was reformed in 2018 to integrate with the pan-European market (by way of a project entitled 'Integrated Single Electricity Market'). See further the section of this Offering Circular entitled "*Risk Factors Relating to the Issuer, the Guarantor and the Group – Political, regulatory and legal risks – Geopolitical risks*".

SEM is operated by the Single Electricity Market Operator (**SEMO**). SEMO is a joint venture between EirGrid, the Transmission System Operator (**TSO**) for Ireland, and SONI, the TSO for Northern Ireland. SEMO is regulated by the SEM Committee.

The SEM includes a wholesale market for electricity in Ireland and Northern Ireland through which virtually all electricity generated in, or imported into, the Island of Ireland must be sold, and from which all wholesale electricity consumed in, or exported from, the Island of Ireland must be purchased. The key features of the market are a non-mandatory Day Ahead Market and Intraday Auctions as well as a mandatory Balancing Market. Generators and suppliers have the flexibility to price in these markets without reference to explicit bidding controls as existed in the previous SEM market but must comply with competition and EU law requirements. The exception to this is in the Balancing Market, where non energy balancing actions related to system stability must comply with a Bidding Code of Practice.

The SEM is interconnected with the GB market through the East West and Greenlink interconnectors (both between Ireland and Wales) and the Moyle Interconnector (between Northern Ireland and Scotland). Additional interconnection is in development with the Celtic Interconnector (between Ireland and France) planned for completion in 2028. This will see SEM interconnection reach approximately 2,200 MW in 2028 with projected peak demand in 2028 being 8,240 MW (median demand forecast). Two other interconnector projects, MaresConnect (linking Ireland and Wales) and LirIC (linking Northern Ireland and Scotland) have received regulatory support to proceed from OFGEM and are currently seeking regulatory support from CRU and UR to proceed to development.

The SEM includes a Capacity Remuneration Mechanism (**CRM**) where generators bid for contracts for delivery between one year ahead (known as T-1) and four years ahead (known as T-4). New build capacity may compete in the T-4 auctions and achieve a fixed capacity contract for ten years to support new investment. The most recent T-4 capacity auction allowed existing generators access intermediate length contracts to support refurbishment, an option that had not been available previously. In addition, in order to mitigate market power, the regulatory bodies direct ESB to sell each year to eligible suppliers a portion of output in the form of directed contracts for differences (**Directed CfDs**). The relevant regulatory bodies determine both the quantity and price (which is calculated using a model based on forward Day Ahead Price values) of these Directed CfDs. The volume of directed contracts offered by ESB is zero in line with this methodology.

Therefore, to the extent set out in the preceding paragraphs, there remains an element of regulatory control over the wholesale price of electricity on the Island of Ireland.

A generator may wish to mitigate the uncertainty associated with fluctuating SEM energy prices by entering into bilateral arrangements with participating suppliers, to achieve the effect of a fixed output price. This continues to be achieved through the selling of Non-Directed CfD contracts, in addition to Directed CfDs where the regulator determines the strike price.

GB Electricity Market

The British Electricity Trading and Transmission Arrangements (**BETTA**) is the wholesale electricity market operating in GB. Unlike SEM, trading can take place between generators and suppliers either bilaterally or through exchanges, and both physical and financial contracts can be agreed to manage price volatility, for time scales ranging from several years ahead to intra-day trading markets. The National Electricity System Operator (**NESO**) is responsible for balancing supply and demand in real time, by utilising the Balancing Mechanism and other system services. BETTA operates a capacity remuneration scheme, where generators are awarded capacity contracts based on the outcome of an auction, that enable them to receive payments for the provision of generation capacity while also incurring penalties for non-delivery during scarcity events. The main support mechanism for low-carbon technologies is Contracts for Difference (**CfD**); awarded through a competitive auction process.

In GB, the transmission network is owned by Scottish Hydro Electricity Transmission Limited, Scottish Power Transmission and National Grid Electricity Transmission. However, the entire transmission network is operated by one National Electricity Transmission System Operator called the Electricity System Operator (**ESO**). The statutory obligation of the ESO is to economically balance supply and demand. At distribution network level, the network is owned and operated by various regional distribution companies.

In addition to interconnection with Ireland, GB is interconnected with France, Belgium, the Netherlands, Norway and Denmark. This translates to a total GB import/export capacity of 10,300 MW (including the Island of Ireland). An additional 1,400MW interconnector with Germany is under construction.

In July 2022, the Department for Energy Security and Net Zero (**DESNZ**) published a consultation document entitled "Review of Electricity Market Arrangements" in which DESNZ sets out its case for making certain changes to the electricity market in GB with the aim of achieving the Government's goal of decarbonising the electricity system by 2035. The consultation considered all options for reforming non-retail electricity markets.

Since 2022, there has been further consultation on different reforms, including a potential move to zonal pricing in the wholesale market. In July 2025, DESNZ ruled out zonal pricing and outlined a programme of work to consider reforms to national pricing and to develop a new Strategic Spatial Energy Plan (**SSEP**). The SSEP would represent a more centralised approach to system planning.

Electricity Transmission

Ireland

The Irish electricity transmission system is a high voltage network for the transmission of bulk electricity supplies around Ireland. The high voltage lines deliver electricity from Ireland's generation sources to the transformer stations, where the electricity voltage is reduced and taken onwards through the distribution system to individual users' premises. There are also a small number of very large commercial users directly connected to the transmission system.

The Irish transmission system is operated and owned by separate entities, namely EirGrid (a separate Irish State-owned company) and ESB (acting through its ring-fenced ESB Networks division).

EirGrid is the licensed operator of the Irish electricity transmission system. It has responsibility for the operation, maintenance and development of Ireland's transmission system in a safe, secure, reliable, economical and efficient manner. It offers terms and levies charges regulated by the CRU for the connection to and use of the system by market participants.

In 2021, the Government announced that EirGrid will be the TSO and the transmission asset owner for the offshore windfarm sector transmission facilities that are developed to integrate offshore windfarms to the Irish electricity transmission system. Since that decision, the CRU has decided that the offshore assets for the initial projects will be built by the developer and transferred to EirGrid at a transfer price based on the cost of building the asset. EirGrid will build the offshore transmission assets for all projects successful in future offshore renewables auctions.

ESB owns the Irish transmission system assets (with a Regulatory Asset Base (**RAB**) value as at 31 December 2025 of approximately €3.7 billion) and is licensed as the transmission asset owner (**TAO**) by the CRU. ESB, in its capacity as TAO, is required to maintain the transmission system and carry out construction work for its development in accordance with the TSO's Transmission Development Plan. The interaction between EirGrid as TSO and ESB as TAO is the subject of an agreement which has been approved by the CRU.

In Ireland, transmission revenue reviews are carried out by the CRU every five years based on the CRU allowed operating costs, recovery of allowed capital investment over their asset lifetimes, and an allowed return on the regulatory network asset base. The latest five-year review (agreed in December 2025) covers the period 2026 to 2030 and sets out the total allowed revenues over that period for both the TSO and the TAO (see further the section of this Offering Circular entitled "*Description of ESB – ESB Networks Regulated Returns*" for information on PR6

Business Plan). Each year the allowed revenue is refined in an annual review that updates a range of assumptions. This determines the allowed revenue in the relevant year, which is then used to calculate tariffs and charges to users of the transmission system. See further the section of this Offering Circular entitled "*Description of ESB - ESB Networks - ESB Networks Regulated Returns*".

Northern Ireland

EirGrid's wholly owned but independent subsidiary, SONI Limited (**SONI**), is the licensed operator of the Northern Ireland electricity transmission system (TSO).

Northern Ireland Electricity Networks Limited (**NIE Networks**), which was acquired by ESB in December 2010, owns the electricity transmission system in Northern Ireland and is the TAO.

The transmission functions of planning and operation of the transmission system are undertaken by SONI (as TSO) in accordance with the arrangements set out in a Transmission Interface Agreement as agreed by the UR. NIE Networks is responsible for the development, construction and maintenance of the transmission system.

The UR sets the allowed TAO transmission revenues and tariffs for NIE Networks based on the UR allowed operating costs, recovery of allowed capital investment over their asset lifetimes, and an allowed return on the regulatory network asset base. The principles applied in this regard by the UR are similar to those used by the CRU and are based on the UK regulatory model applied by OFGEM to regulated networks. As with Ireland, a multiyear price control review takes place. The latest multi-year review covers the period from April 2025 to March 2031 (referred to as RP7) and sets out the total allowed revenues over that period for the TAO. Each year in the tariff setting process the allowed revenue is refined and updated for a range of assumptions.

Electricity Distribution

The electricity distribution system is the combination of high, medium and low voltage electricity networks used to deliver electricity to individual users (other than those very large users connected directly to the transmission network, referred to above).

Ireland

The Irish electricity distribution system (with a RAB value as at 31 December 2025 of approximately €8.3 billion) is owned and operated by separate entities within the Group. ESB Networks DAC is the licensed distribution system operator (**DSO**) in Ireland. The DSO is a wholly owned subsidiary of ESB and is subject to corporate governance oversight by the Board of ESB but operates independently of ESB in relation to its DSO functions. It has responsibilities which include the operation, maintenance and development of Ireland's electricity distribution system in a safe, secure, reliable, economical and efficient manner. It offers terms and levies charges regulated by the CRU for the connection to and use of the distribution system by market participants.

The Irish distribution system assets are owned by ESB (acting through the ring-fenced ESB Networks business unit) as the distribution asset owner (**DAO**). The interaction between ESB Networks DAC in its capacity as DSO and ESB in its capacity as DAO is the subject of agreements approved by the CRU. Further, pursuant to arrangements agreed with CRU, the ring-fenced ESB Networks business unit which carries out ESB's TAO and DAO functions, is managed by ESB Networks DAC. Unless otherwise specified, general references in this Offering Circular to 'ESB Networks' should be read as a collective reference to the ESB licensed TAO and DAO functions, and to the ESB Networks DAC licensed DSO functions.

Distribution revenue reviews are carried out by the CRU every five years and are refined on an annual basis. The latest five year review (agreed in December 2025) covers the period 2026 to 2030 and sets out the total allowed revenues over that period for both the DSO and the DAO based on the CRU allowed operating costs, recovery of allowed capital investment over their asset lifetimes, incentives and/or penalties relating to achievement of agreed targets and an allowed return on the regulatory network asset base. Each year the allowed revenue is refined in an annual review that updates a range of assumptions. This determines the allowed revenue in the relevant year which is then used to calculate tariffs and charges to users of the distribution system. See further the section of this Offering Circular entitled "*Description of ESB – ESB Networks – ESB Networks Regulated Returns*".

Northern Ireland

NIE Networks owns the electricity distribution system assets in Northern Ireland and is responsible for the planning, development, construction and maintenance of the entire distribution network, as well as the operation of the distribution network. NIE Networks had a RAB value of approximately £2.6 billion for its regulated transmission and distribution asset base at the end of December 2025. NIE Networks' licence requires it to develop and maintain an efficient, coordinated and economical system of electricity distribution. The UR sets the allowed DAO and DSO revenues and tariffs for NIE Networks based on the UR allowed operating costs, recovery of allowed capital investment over their asset lifetimes, and an allowed return on the regulatory network asset base. As with Ireland, a multi-year price control review takes place. The latest multi-year review covers the period from

April 2025 to March 2031 (referred to as RP7) and sets out the total allowed revenues over that period for both the DSO and the DAO activities carried out by NIE Networks. Each year in the tariff setting process the allowed revenue is refined and updated for a range of assumptions. In addition to the charges for transmission services levied on SONI, NIE Networks' revenue is also derived from charges for use of the distribution system levied on electricity suppliers. These charges are also regulated by the UR as outlined above.

Interconnection with Other Networks

A 500-megawatt power interconnector, owned by EirGrid, between Ireland and Wales (the East-West Interconnector) links the electricity transmission system in Ireland to the electricity transmission system in GB, enabling two way transmission of electricity. EirGrid is responsible for the operation of the East-West Interconnector with the cost of the project recovered from end users.

In addition a 500-megawatt interconnector exists between Northern Ireland and Scotland (referred to as the Moyle Interconnector). This interconnector is owned and operated by Moyle Interconnector Limited.

Another interconnector, Greenlink, between Ireland and Wales became operational in 2025 bringing an additional 500 MW of cross border capacity. This interconnector is owned and operated by Greenlink Interconnector Limited.

The UK's withdrawal from the EU has resulted in changes in the way the existing interconnectors between the Island of Ireland and GB operate (and between GB and the rest of the EU). Technical discussions in relation to these changes take place under the auspices of the EU UK Trade and Cooperation Agreement. Since the UK withdrawal, there has been limited progress in implementing new arrangements but there has been a renewed focus evidenced through recent EU UK summits with a joint EU and UK statement issued in December 2025 signalling new engagement. The SEM Committee signalled in 2023 that it will develop new transmission rights products on the interconnectors but a timeframe for delivery remains unknown as at the date of this Offering Circular. However, in the interim, the existing interconnectors continue to function and allow trade to continue between the Island of Ireland and GB.

Electricity Generation

As at February 2026, SEMO published that the SEM for the wholesale electricity generation sector comprised 18,163 MW of capacity (including demand side units) connected to the system on an island of Ireland basis. The capacity connected to the system includes a mix of older generation plants alongside combined cycle gas turbine (CCGT) plants and renewable energy sources. These stations generate electricity from fuels such as gas, coal and oil as well as hydro, wind, solar and biomass.

To connect to the electricity network, a generator must hold (i) an Authorisation to Construct or Reconstruct a Generating Station and (ii) a Generation Licence. In Ireland, the CRU is responsible for assessing and for granting, or refusing to grant, these permits. The conditions imposed in the Authorisation and in the Licence must be met by the generator and compliance is monitored by the CRU on an on-going basis.

Electricity Supply

The liberalisation of Ireland's electricity supply market began in February 2000 with full market opening to all consumers in February 2005.

The CRU licenses electricity suppliers in Ireland and the UR licenses electricity suppliers in Northern Ireland.

In 2011, the CRU removed price regulation previously imposed on ESB's retail electricity supply business in Ireland. In connection with the removal of such price regulation, ESB re-branded its retail electricity supply business in Ireland as 'Electric Ireland' and this business now operates in Ireland without price regulation.

The CRU's conditions for the price deregulation of ESB's retail electricity supply business in Ireland requires that ESB does not have a market share of more than 60 per cent. in Ireland's residential market and 50 per cent. market share for each of the small, medium and large business user segments.

As at 31 December 2025, Electric Ireland had approximately 1.1 million residential electricity customers in Ireland.

ESB's Electric Ireland business holds the public electricity supply licence issued by the CRU. See further the section of this Offering Circular entitled "*Description of ESB – Customer Solutions*".

DESCRIPTION OF ESB FINANCE DAC

Introduction

ESB Finance was incorporated in Ireland on 26 January 2010 as a private limited company with registered number 480184. It re-registered as a designated activity company in 2016. As an Irish incorporated company it operates under the Companies Act 2014 of Ireland. ESB Finance's registered office is at 27 Fitzwilliam Street Lower, Dublin 2, Ireland and its telephone number is +353 1676 5831. ESB Finance is a wholly owned subsidiary of ESB.

ESB Finance was incorporated for the purpose of, *inter alia*, acting as a general financing vehicle for the Group, including lending or otherwise making available to other members of the Group the proceeds of fundraisings in which it engages from time to time.

ESB Finance is managed in accordance with the Companies Act 2014 of Ireland and all other applicable provisions of Irish company law, its constitution, relevant provisions of the ESB Acts 1927 to 2014 of Ireland and the Code of Practice for the Governance of State Bodies published by the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation of Ireland.

Board of ESB Finance

The Directors of ESB Finance and their principal outside activities are:

Name	Principal Activities outside ESB Finance
Gerry Tallon	Director of certain other ESB subsidiaries and employee of ESB
Paul Stapleton	Director of certain other ESB subsidiaries and employee of ESB
Stephen Allen	Employee of ESB
Anne Marie Kean	Director of certain other ESB subsidiaries and employee of ESB

Paul Stapleton is part of the Senior Management of ESB, see further the section of this Offering Circular entitled "*Description of ESB – Senior Management of ESB*". The business address of each of the Directors of ESB Finance for the purposes of this Offering Circular is 27 Fitzwilliam Street Lower, Dublin 2, Ireland.

There are no potential conflicts of interests between the duties of ESB Finance's Directors in such capacity and their private or other professional interests.

ESB Finance and ESB

As a Wholly-Owned Subsidiary of ESB, ESB Finance is dependent on the performance of ESB and the other members of the Group to generate sufficient income to enable ESB Finance to perform and satisfy its payment obligations under the Notes.

Auditors

The current auditors of ESB Finance are Deloitte Ireland LLP of 29 Earlsfort Terrace, Dublin 2 (**Deloitte**). Deloitte are Chartered Accountants and members of the Institute of Chartered Accountants in Ireland. Deloitte are independent of ESB Finance in accordance with the ethical requirements applicable to their audit of its financial statements in Ireland, including the ethical standards of the Irish Auditing and Accounting Supervisory Authority (**IAASA**).

DESCRIPTION OF ESB

Overview

ESB was established as a statutory corporation in Ireland under the Electricity (Supply) Act 1927 (which was signed into law on 28 May 1927) and it operates under the ESB Acts 1927 to 2014 of Ireland. ESB's head office is at 27 Fitzwilliam Street Lower, Dublin 2, Ireland and its telephone number is +353 1 676 5831. ESB is majority owned by the Government of Ireland through the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation of Ireland (who holds 87.5 per cent. of its issued capital stock) and the Minister for Climate, Energy and the Environment of Ireland (who holds approximately 10.2 per cent. of its issued capital stock). The remaining issued capital stock of ESB (2.3 per cent.) is held by an Employee Share Ownership Trust.

The primary activities of the Group are the ownership and/or operation of electricity distribution and transmission networks in Ireland and Northern Ireland and the generation and supply of electricity in Ireland and GB. In addition, the Group supplies gas, energy services and uses its networks to carry fibre for telecommunications. As at 31 December 2025, the Group was the sole owner of the electricity distribution and transmission networks in Ireland and Northern Ireland (via Northern Ireland Electricity Networks Limited which is 100 per cent. indirectly owned by ESB) providing the Group with a RAB (see further below for an explanation of this term) of approximately €15 billion, owned a generation portfolio of 6.3 GW of thermal and renewable assets across the Island of Ireland (5.0 GW) and GB (1.3GW) and supplied electricity, gas and energy services to almost 1.6 million customer accounts throughout the Island of Ireland and GB. As at 31 December 2025, the Group employed approximately 10,126 people.

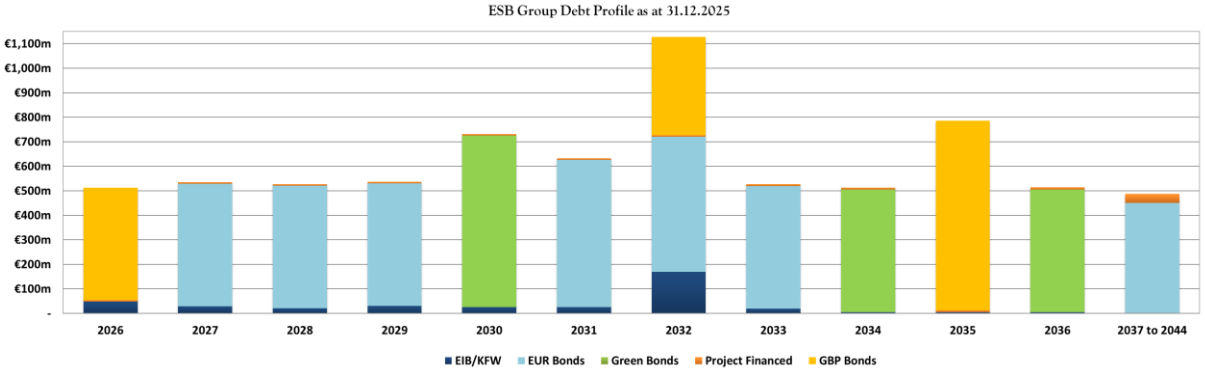
Dividend Policy

ESB's dividend policy, as agreed with the Government of Ireland, provides for targeted dividends at a rate of 30 per cent. of adjusted profit after tax. It also recognises that sustaining a minimum credit rating of BBB+ on a standalone basis is a key policy objective for ESB and that this should be a priority consideration when considering dividend payments under this dividend policy.

ESB's Summary Financial Information

Key Financial Performance Measures	**2021**	**2022**	**2023**	**2024**	**2025**
	€'m	**€'m**	**€'m**	**€'m**	**€'m**
Operating Profit before exceptional items and certain re-measurements	**679**	**847**	**1,100**	**975**	**914**
EBITDA before exceptional items and certain re-measurements	**1,493**	**1,675**	**1,956**	**1,892**	**1,924**
Capital Expenditure	**1,223**	**1,395**	**1,729**	**1,844**	**2,530**
Net Debt	**4,946**	**6,786**	**6,447**	**6,744**	**5,765**
Consolidated Net Debt Percentage	**52%**	**58%**	**49%**	**50%**	**38%**

ESB total debt maturity* profile as at 31 December 2025 (excluding non-recourse project finance debt held in joint ventures)



***Excludes joint venture debt and cash flows reflect hedging arrangements in place**

Regulated Asset Base

Regulated Asset Base (RAB) is a valuation of the transmission and distribution networks related assets for regulatory purposes which are held by ESB Networks and NIE Networks respectively. In the case of the relevant assets held by ESB Networks, the RAB value is determined in accordance with the CRU's required methodology and, in the case of the relevant assets held by NIE Networks, the RAB value is determined in accordance with the UR's required methodology.

Regulated Asset Base	**December '25**	**December '24**
	€bn	**€bn**
ESB Networks	**12.0**	**11.1**
NIE Networks	**3.0**	**2.9**
Total Regulated Asset Base	**15.0**	**14.0**

Post Balance Sheet Events

On 27 January 2026, NIE Finance plc issued a new £600 million 5.875 per cent. fixed rate bond maturing in September 2041.

Alternative Performance Measures

The terms "EBITDA", "EBITDA before exceptional items and certain remeasurements", "Operating profit before exceptional items and certain remeasurements", "Capital Expenditure", "Capital Investment", "Return on Capital Employed (ROCE) Percentage", "Net Debt", "Consolidated Net Debt Percentage", "Total Assets excluding Cash and Short -Term Deposits" and "Liquidity" are alternative performance measures and provide a measure of the key financial performance indicators of the Group's business. These alternative performance measures are incorporated by reference into this Offering Circular to allow potential Noteholders to better assess the Group's performance and business.

Organisational Structure

The Group is organised into four main operating divisions (Business Units) supported by three other divisions as at 31 December 2025:

Main Divisions

ESB Networks, which consists of the ownership of the electricity distribution and transmission assets in Ireland and the operation, through ESB Networks DAC, of the electricity distribution system in Ireland;

Northern Ireland Electricity Networks Limited, which is an independent company within the Group with its own board of directors, management and staff, that owns the electricity transmission and distribution networks in Northern Ireland and operates the electricity distribution network in Northern Ireland;

Generation Trading, which consists of the Group's generation assets (both in Ireland and abroad) and related trading functions;

Customer Solutions, which consists primarily of the Group's customer facing businesses including energy supply (including Electric Ireland (Republic of Ireland) and So Energy (GB)), ESB's Smart Energy Services, Electric Ireland Superhomes, telecoms and ecars (the Group's electric vehicle infrastructure business);

Supporting Divisions:

Engineering and Major Projects, which is focused on delivering major projects and engineering solutions required by the Group and its customers to lead the transition to reliable, affordable and low carbon energy. It includes ESB International which offers a full range of engineering consultancy and operations and maintenance services to utility customers in Ireland, including the Group, and internationally.

Enterprise Services, which delivers key internal business and strategic services to support the operating divisions including IT, procurement, insurance, pensions, people and finance operations. In 2025, it also successfully delivered a wide range of business processes and services critical to operations, performance and strategy delivery.

Strategy, Innovation and Transformation (SIT) which helps in setting and managing strategic direction, corporate affairs, energy and regulatory policy and managing enterprise risk drivers. This Directorate is also responsible for managing the Group's investment in SIRO, a joint venture with Vodafone Ireland Limited investing in telecommunication assets through the rollout of its national Fibre-to-the-Building network with services available to over 695,000 premises as at December 2025.

The Group's generation and supply operational structure is motivated by an intention to implement a Generation, Trading and Supply business model, whilst observing applicable regulatory constraints. Regulatory developments may facilitate further movement towards this model in the future.

In addition to this, a People and Sustainability Directorate is responsible for People, Health, Safety and Wellbeing and Environment and Sustainability.

A Finance and Commercial Directorate is responsible for Group financing, the assessment of investments, overall Group risk management and governance, and central accounting and reporting.

The primary activities of the four operating divisions (Business Units) are described below.

ESB Networks

Asset owner functions

ESB owns the electricity distribution and transmission systems in Ireland. The CRU has issued to ESB (i) DAO and (ii) TAO licences. As a regulated entity ESB is subject to ring-fencing arrangements and its activities are subject to regulation by the CRU. The licensed asset owner functions are carried out through a ring-fenced business unit of ESB known as 'ESB Networks'.

To date ESB has carried out its functions through an integrated asset management and work delivery organisational model that covers both distribution and transmission. As at 31 December 2025, it had a RAB of approximately €12.0 billion. For comparison, its RAB as at 31 December 2024 was €11.1 billion. ESB Networks accounted for 47 per cent. of the Group's EBITDA in 2025 and 54 per cent. of the Group's total assets (excluding cash) as at 31 December 2025.

ESB's role as TAO is carried out under an agreement entered into with EirGrid, a separate Irish State-owned company, which is the TSO in Ireland. This agreement has been approved by the CRU.

ESB, through ESB Networks, also owns and maintains transmission circuits interconnecting the Northern Ireland and Ireland transmission systems. ESB's role with respect to these existing circuits is restricted to ownership, maintenance and asset replacement. Transmission system operation is the responsibility of EirGrid (in conjunction with SONI in Northern Ireland).

Distribution System Operator

ESB Networks DAC was established as a separate company to act as independent operator of the electricity distribution system in Ireland with effect from 1 January 2009. It holds a Distribution System Operator (DSO) licence from the CRU. ESB Networks DAC is a wholly owned subsidiary of ESB and is subject to corporate governance oversight by the Board of ESB but operates independently of ESB in the exercise of its DSO functions.

Pursuant to arrangements approved by CRU, staff in the ESB Networks business unit carry out the licensed TAO, DAO and DSO activities under the management of ESB Networks DAC. Unless otherwise specified, references in this document to 'ESB Networks' should be read as a collective reference to the ESB licensed TAO and DAO functions, and to the ESB Networks DAC licensed DSO functions.

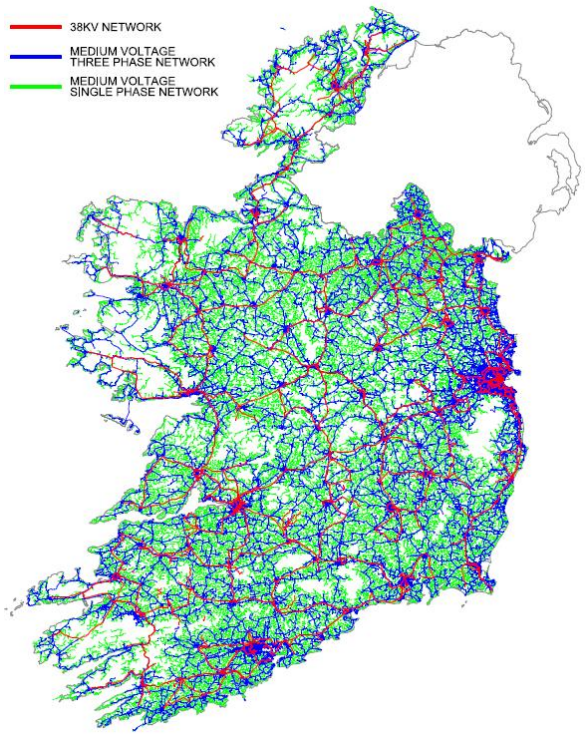
Distribution Business

As the holder of the DAO licence issued by the CRU, ESB is the sole owner of the electricity distribution network in Ireland.

As holder of the DSO licence issued by the CRU, ESB Networks DAC is responsible for distribution system development and the construction, operation, and maintenance of over 275,000 transformers, this includes over 1,100 HV transformers which are currently in service across the network, including 866 units at 38kV, 293 units at 110kV and 9 units at 220kV. These are supported by an additional 72 transmission transformers which are in operation at 110kV and 220kV. These assets support a distribution network spanning over 184,000 km and operated across five levels: 110kV (Dublin City), 38kV, 20kV, 10kV and LV. ESB Networks DAC is also responsible for the installation and maintenance of meters, for reading all end-user meters and for the processing of meter readings on behalf of all supply companies. The roll out of smart meters has been a key feature of the CRU Price Review 5 (PR5) with over 2.2 million meters to be delivered under the National Smart Metering Programme. In 2025, over 186,000 smart meters were successfully installed bringing the total installed as at 31 December 2025 to over 2 million.

ESB in its capacity as DAO and ESB Networks DAC in its capacity as DSO earn their respective revenues principally through charges for connection to and use of the distribution system, in each case as regulated by the CRU.

Ireland Distribution Network Diagram



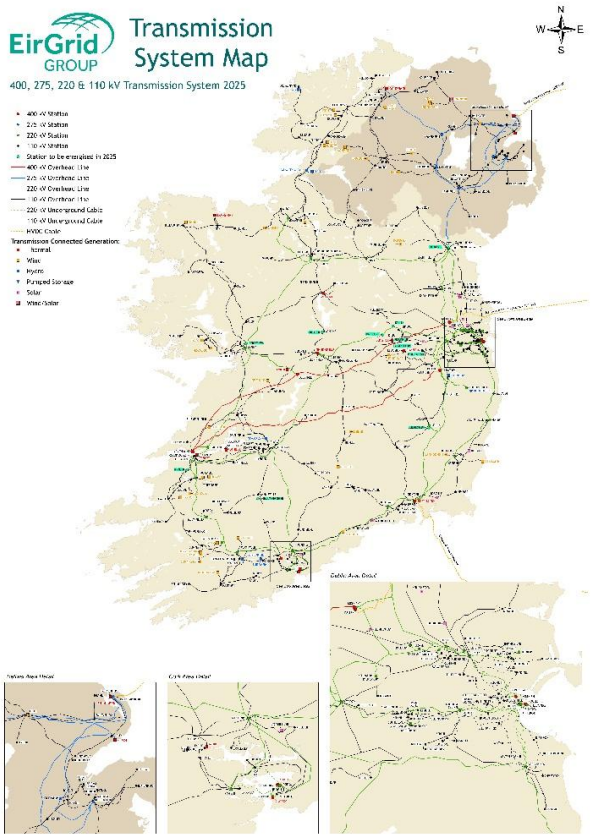
Source: ESB

Transmission Business

As the holder of the TAO licence issued by the CRU, ESB is the sole owner of the electricity transmission network in Ireland and is responsible for the construction and maintenance of the transmission system, subject to the terms of an agreement with the TSO, which has been approved by the CRU.

The transmission network comprises 195 transmission stations and over 7,538km of transmission networks (OHL & UGC) at four voltage levels: 400 kV, 275 kV, 220 kV and 110 kV.

The TAO earns its revenue principally through charges for connection to and use of the transmission system, as regulated by the CRU.



Source: EirGrid

ESB Networks Regulated Returns

The returns which ESB Networks makes, in its respective capacities as TAO and DAO (ESB) and DSO (ESB Networks DAC), are regulated by the CRU. The CRU sets the total revenues allowed to the TAO and DAO from the transmission system assets and distribution system assets, respectively, for consecutive five year periods (each a **Regulatory Price Control Period**) based on allowed operating costs, recovery of allowed capital investment over their asset lifetimes, and an allowed return on the regulatory network asset base. The Regulatory Price Control Period in effect as at the date of this Offering Circular covers the 5-year period 2026 to 2030 (inclusive) and is the sixth such period since inception of this legal regime in Ireland and is termed **PR6**. Each year the allowed revenue is refined in an annual review that updates a range of assumptions. This determines the allowed revenue in the relevant year which is then used to calculate tariffs and charges to users of the transmission and distribution systems. In addition, Price Reviews allow for ESB Networks to earn performance incentive revenue, and suffer financial penalties, linked to the efficient delivery of outputs and achievement of performance targets. ESB Networks is focused on the delivery of the work programmes approved as part of the PR6 allowed revenue determination.

The PR6 investment programme is bigger in scale and ambition than any previous price review, reflecting the critical importance of the electricity network in enabling housing, economic growth and climate change.

As at 31 December 2025, the value of the RAB in respect of the transmission assets was approximately €3.7 billion and the value of the RAB in respect of the distribution assets was approximately €8.3 billion. The RAB value is adjusted annually for inflation or deflation. The CRU determined that the annual allowed return (Weighted Average Cost of Capital or **WACC**) on the RAB (as so adjusted) for PR6 is 4 per cent. plus inflation (calculated pre-tax real cost of debt and real pre-tax cost of equity). This WACC applies to both the transmission and distribution RAB. ESB Networks' RAB value is estimated by CRU to increase to approximately €20.0 billion (in 2024 money) at the end of the PR6 period in 2030 per the CRU's RAB valuation methodology. The actual RAB value at the end of the PR6 period will differ from this estimate, depending on actual capital expenditure incurred over the PR6 period.

Northern Ireland Electricity Networks Limited

In December 2010, ESB acquired Northern Ireland Electricity Networks Limited (then Northern Ireland Electricity Limited) (**NIE Networks**), the regulated Northern Ireland electricity networks business, from Viridian Group Ltd. for approximately £1.3 billion. NIE Networks is the sole owner and operator of the distribution network in Northern Ireland and the sole owner of the electricity transmission network in Northern Ireland (SONI Limited operates the Northern Ireland transmission system). NIE Networks operates as a ring-fenced business within the Group. NIE Networks accounted for 14 per cent. of the Group's EBITDA in 2025 and 16 per cent. of the Group's total assets (excluding cash) as at 31 December 2025.

NIE Networks Regulated Returns

NIE Networks is subject to a price control, defined in a transmission formula and a distribution formula set out in its licences, which limits the revenue it may earn and the prices it may charge. The principles of price regulation employed in the licence conditions reflect the general duties of the UR and DfE under the relevant legislation. The UR currently sets NIE Networks price controls for "regulatory periods". The seventh regulatory price control period, RP7, commenced on 1 April 2025. The UR's published Final Determination sets ex-ante allowances of £1.79 billion (in aggregate across the transmission and distribution businesses) for capital investment and £439 million in respect of operating costs (2021/22 prices) for the period from 1 April 2025 to 31 March 2031. Additional allowances may be allowed in specified circumstances, for example in respect of some major transmission projects, which will be considered by the UR on a case-by-case basis such as the North-South Interconnector Project.

The RP7 baseline rate of return of 4.53 per cent. plus inflation (weighted average cost of capital based on pre-tax cost of debt and post-tax cost of equity) will be adjusted for changes in inflation, cost of debt and the risk-free rate. Other various outputs and key performance indicators are included, including reliability incentives concerning customer minutes lost, which incentivises NIE Networks to reduce the time customers suffer from supply interruptions; substitution mechanism concerning capital investment, to ensure any deferral of planned projects is efficient; continuous consumer engagement; new connections metrics; and monitoring of real price effects on performance. NIE Networks' connections business is largely outside the scope of the price control regime.

As at 31 December 2025, NIE Networks had a RAB value of £2.6 billion (nominal prices), an increase of £1.1 billion since the end of RP5 at the end of September 2017.

Generation Trading

Generation Trading (**GT**) develops, operates and trades the output of ESB's generation assets. At 31 December 2025, ESB had a generation portfolio of 6.3 GW comprising approximately 5 GW of generation in the SEM on the Island of Ireland and approximately 1.3 GW in Great Britain.

GT accounted for approximately 28 per cent. of the Group's EBITDA in 2025 and 23 per cent. of the Group's total assets (excluding cash) as at 31 December 2025.

GT has a diversified mix of fuels in its portfolio. The following sets out the proportion of production by fuel type for 2025:

- in SEM (Island of Ireland):
  - 69 per cent. gas
  - 22 per cent. renewable (wind, hydro and solar)
  - 5 per cent. coal/HFO/gasoil
  - 4 per cent. pump storage/battery
- in Great Britain:
  - 71 per cent. gas
  - 29 per cent. wind

For further details in relation to the SEM see the section of this Offering Circular entitled *"Overview of the Electricity Markets in Ireland, Northern Ireland and Great Britain*".

Generation – SEM

GT is, to date, the SEM's largest generator in Ireland with an approximate 31.8 per cent. of market share by volume for the twelve-month period ended on 31 December 2025.

Details of GT's SEM generation plants in operation as at 31 December 2025 are shown in the table below:

GT Generation Capacity Breakdown – SEM			
At 31 December 2025	**MW**		**MW**

HFO (Heavy Fuel Oil)		**Hydro**	
Moneypoint *	750	Ardnacrusha	86
		Erne (Cathleen's Falls/Cliff) and Clady	69.2
Gas		Lee (Carrigdrohid/Inniscarra)	27
Aghada	719	Liffey (Leixlip/Golden Falls/Poulaphuca)	38
Coolkeeragh	413		
Poolbeg	476	**Pumped Storage**	
Synergen	415	Turlough Hill	292
Aero-derivative Assets	190.5		
		Wind	
Oil		Wind Portfolio	749
Coolkeeragh	53		
		Solar* **	43
		Battery	304
		Total SEM Portfolio**	**4,624**

*Moneypoint ceased coal operations in June 2025.

**Excludes Temporary Emergency Generation assets.

*** Includes ESBs share of Timahoe North Solar Farm, a 50 per cent. Joint Venture with Bord Na Mona.

Source: ESB

GT's generation portfolio contains a balance of plants at various stages in the merit order including base-load, mid-merit and peaking plant. This diversification helps to protect GT from reductions in demand while allowing returns to be maximised during peak periods. GT also has a diversified mix of fuel which aims to protect the generation portfolio from commodity movements.

Generation – Great Britain

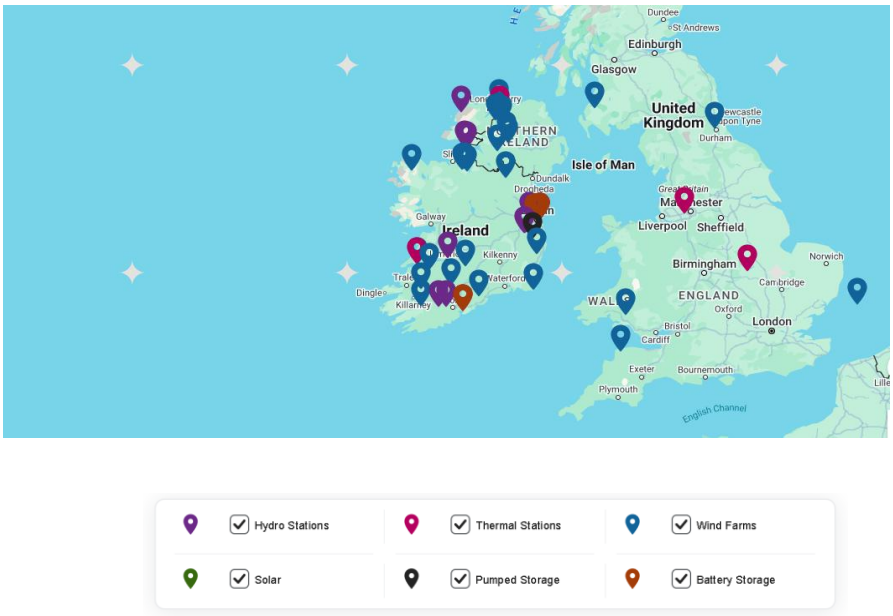
As at 31 December 2025, GT owned three Onshore wind farms in Devon, Wales and West Durham, the 881MW CCGT plant at Carrington in Greater Manchester and 12.5 per cent. of the Galloper offshore wind farm in the North Sea. In May 2025, Neart na Gaoithe (448 MW) 50/50 joint venture offshore wind project with EDF Renewables reached commercial operation. In August 2025, ESB sold Corby Power Ltd.

ESB also has a number of other renewable assets which are currently either in construction or development. See further the section of this Offering Circular entitled "*Description of ESB Generation Trading – Development Activities*".

The table below outlines details of the operational portfolio of assets in Great Britain as at 31 December 2025:

GT Generation Assets Operating Outside SEM

Location	Type / Capacity	Operational Since	ESB Ownership
Onshore Wind Assets	Onshore Wind, 125 MW	Various	100%
Neart Na Gaoithe	Offshore Wind, 448 MW	May 2025	50%
Carrington, England	Gas-Fired, 884 MW	September 2016	100%
Mill Farm Battery, Lincolnshire	Battery, 7 MW	June 2018	100%
Galloper Offshore Windfarm, England	Wind, 353 MW	September 2018	12.5%



Source: ESB

Trading

ESB Trading engages in energy trading activities to manage the operational and commercial exposures arising from ESB's ownership of generation assets. The output of these assets is sold into the SEM and GB markets and ESB Trading employs hedging strategies which aim to secure attractive energy margins for these assets, reduce exposure to market volatility and provide greater certainty of earnings for the Group.

Within the SEM market, the Group's trading strategy focuses on selling forward (or "hedging") the output from its generation portfolio, primarily the Group's more efficient CCGT plants, well ahead of physical delivery through contracts for differences (CfDs) to suppliers and through bi-lateral sales to industrial and commercial customers.

Within the GB market a similar strategy is employed aimed at hedging the output of the Carrington Plant several months in advance of delivery. GB offers more routes to market with hedges made directly with wholesale counterparties.

GT additionally executes hedges on behalf of other Group entities to support the risk management of their electricity and gas customer business.

ESB Trading also secures capacity contracts for the Group's generation assets where a capacity payment is made to generators (based on the outcome of an auction) for the provision of generation capacity on the basis of the contract capacity. In terms of the SEM Capacity Market, in 2026, ESB secured significant capacity contracts for the GT portfolio for contract year 2029/2030, including securing the newly introduced 5-year intermediate length contract for Aghada CCGT, Poolbeg CCGT and Coolkeeragh CCGT in addition to previously awarded 5-year contracts for Dublin Bay, Turlough Hill 1 and Turlough Hill 2. In the GB Capacity Market, ESB also secured a capacity contract for Carrington for the contract year 2029/2030.

Development Activities

GT is responsible for identifying and developing opportunities to enhance and expand ESB's generation portfolio in order to build a balanced, low-carbon generation portfolio in Ireland and GB, as part of ESB's strategic ambition of delivering generation/supply businesses of scale. There was further progress on this objective during 2025 with the development, construction and delivery of a number of new generation assets including the following:

Offshore Wind

- Inch Cape, a 1,080 MW 50/50 joint venture offshore wind farm project also off the east coast of Scotland, achieved financial close in early 2025, with construction well advanced and there is an expectation to commence commercial operation in 2027.
- ESB's partnership with Ørsted was successful in the ORESS 2.1 auction in November 2025 for the Tonn Nua site and has secured the rights to develop the 900MW offshore wind farm to be located off County Waterford.
- ESB secured a 100 per cent. share in a proposed 500 MW project which secured seabed lease rights in north eastern Scottish waters in the ScotWind process run by Crown Estate Scotland. ESB has further 24.5 per cent. stakes in two offshore wind development projects (a 900 MW fixed bottom project and a 1,500 MW floating project) located in north western Scottish waters, also awarded seabed lease rights in ScotWind.
- ESB owns circa 21 per cent. of the Five Estuaries Offshore Wind Farm, the proposed extension to the operational Galloper Offshore Wind Farm off the coast of England. Progress is ongoing on the development of this wind farm, targeting commercial operations post 2030.
- Oriel wind farm (375 MW), a 5 per cent. joint venture with Park Wind N.V. located off the coast of Co. Louth, Ireland, was unsuccessful in Ireland's ORESS-1 CfD auction in 2023. However, the project has a grid connection agreement and progress in securing an alternative route to market for the wind farm is ongoing.
- ESB is in partnership to develop Gwynt Glas Floating Offshore Wind Farm, a floating offshore wind farm in the Celtic Sea with a capacity of up to 1.5 GW. The project secured seabed leasing rights in The Crown Estate's Round 5 auction in June 2025.

Onshore Wind

- Continued development of FuturEnergy Ireland, a joint venture between ESB and Coillte, to develop over 1,000 MW of onshore wind on Coillte lands in Ireland. Construction commenced on 58 MW Drumnahough Wind Farm, a joint venture between FEI and SSE Renewables.
- Two onshore wind projects in Scotland totalling circa 130 MW of capacity, were successful in the UK Round 5 CfD auction in 2023, Chleansaid (96 MW) was successful in the UK Round 6 CfD auction in September 2024 and Glendye (125 MW) was successful in the Allocation Round 7 auction in 2026.
- ESB has a 50 per cent. stake in Stornoway Wind Farm, a proposed onshore wind farm of up to 200 MW on the Isle of Lewis, Scotland and a 50 per cent. stake in Highland Wind Farm, a proposed 168 MW wind farm in Scotland.
- ESB continues to develop its onshore development wind portfolio in GB (principally in Scotland), with a view to bidding them in to forthcoming CfD allocation rounds.
- ESB completed the acquisition of Pallas Windfarm (52 MW) in county Kerry, Ireland in August 2024.
- In February 2025, ESB acquired 100 per cent. of the share capital of Lettermuckoo Windfarm Holdings Limited a 101 MW operating onshore wind farm as well as 13.5 MW of generation capacity under development located in County Galway, Ireland.
- In 2025, ESB has partnered with DP Energy to develop the proposed Lyra Wind Farm in County Mayo (up to 100MW), with the design of the proposed project currently at an early stage.

Solar

- The 70 MW Timahoe North solar project (50/50) joint venture with Bord Na Móna commenced operations in September 2024.
- The 8.4 MW Bullstown Solar farm commenced operations in September 2025.
- Construction has commenced on 7 RESS supported Solar projects with combined capacity of 426 MW.
- An additional two solar projects, Kilcormac Solar Farm 105 MW and Ballyvalode Solar Farm 100 MW, were successful in the RESS 5 auction in 2025.

Flexible Generation

- GT has developed 304MW of battery projects (Inchicore, Aghada 1, Aghada 2, Poolbeg and Ringsend) that are now operational in SEM market.
- GT has developed three fast start gas fired turbines which are now operational and together can contribute approximately 190 MW of new generation capacity in the Dublin region.

- A new open-cycle gas turbine (OCGT) unit at Poolbeg totalling 299MW secured a 10 year contract in the SEM T-4 2026/27 Capacity Auction. Construction is underway for this project, it is expected to reach commercial operation by the end of Q1 2027.

Temporary Emergency Generation (TEG)

- As part of the TEG process, ESB now operates c.200 MW of temporary capacity at North Wall in Dublin and is available to operate if needed by the system.
- A further 262 MW of temporary capacity in Shannonbridge is available to operate should it be required.
- ESB entered into a Services Agreement with EirGrid for the provision of capacity from Moneypoint for the period 2025 to 2029, which will operate only on oil. Coal operations ceased in June 2025.
- The commercial arrangements to pay for the installation and operation of TEG generation capacity ensure that ESB has minimal risk exposure. All material risks are offset by regulatorily approved system services contracts with the system operator.

Hydrogen Storage

- ESB and dCarbonX, a private company, continued to jointly develop a number of large-scale energy storage projects off the coast of Ireland. The partnership is developing the Kestrel storage project at the Kinsale gas field site. Bord Gáis Energy has joined the Kestrel project. This project will enable strategic indigenous underground storage of hydrogen, with the potential to initially also store natural gas. Ultimately it is intended to store green hydrogen at the site. Further potential storage sites have been identified off the east and west coasts of Ireland.

Customer Solutions

Customer Solutions consists primarily of the Group's customer facing businesses including energy supply, energy services, telecoms, ecars (the Group's electric vehicle infrastructure business) and a home retro-fit business.

In 2021, Customer Solutions acquired "So Energy" a UK energy supplier, in order to grow its position in the UK retail market. So Energy and ESB Energy Limited (ESB's UK retail brand at the time) merged, resulting in a combined business continuing to trade as "So Energy" and with ESB retaining a majority stake of the new combined entity. In December 2025, So Energy supplied over 0.3 million residential electricity and gas accounts. Intense competition in the GB retail market has impacted So Energy's performance and growth ambitions.

As at 31 December 2025, Electric Ireland supplied electricity and gas to over 1.3 million customers in the retail market of the Island of Ireland and had an Island of Ireland market share (including businesses) of approximately 32 per cent.

Electric Ireland is the main brand within the Customer Solutions business and operates on a standalone basis from other businesses within the Group. It purchases electricity from the SEM in order to supply the electricity needs of its customers. Electric Ireland hedges a significant part of its purchasing requirements through CfDs supplemented by proxy hedges, leveraging the liquidity from the related gas market. The Group is working towards an integrated generation, trading and supply (GTS) model.

To facilitate end user price stability, Electric Ireland has a strategy of hedging a high proportion of electricity and gas demand, excluding Large Energy Users, through power CfDs and physical forward gas.

Historically, as the licenced Public Electricity Supplier, Electric Ireland is required to offer a supply of electricity to all customers in the Irish market. In summer 2025 the CRU consulted on whether the role of the Supplier of Last Resort (SoLR) should be appointed through a competitive process. The CRU also proposed to continue the approach that any incremental costs of a SoLR event (like the three events of 2022) should be socialised among customers. In Q2 2026, the CRU moved to instead propose keeping the status quo in place, and so not moving to a competitive process of appointment as well as the socialisation of incremental SoLR event costs. This means that Electric Ireland and Bord Gais Energy would continue to be the appointed the SoLR in electricity and gas, respectively, until further such notice by the CRU (at least a number of years). The final CRU decision is expected to be published at some point in Q3/Q4 2026.

Customer Solutions also includes ESB's other customer facing businesses including Smart Energy Services, ESB Telecoms (via ESB Telecoms Ltd), ESB ecars (the Group's electric vehicle infrastructure business) and Electric Ireland Superhomes.

- Smart Energy Services – provides energy management services to large energy users in Ireland and GB.
- ESB Telecoms Ltd – provides telecommunications and fibre solutions in the wholesale market leveraging ESB's electricity network infrastructure.

- ESB ecars - has installed and is operating a national electric vehicle charging infrastructure in Ireland which will support the Irish Government's stated target of widespread electric vehicle penetration. It also provides a growing number of vehicle charging points in the UK and NI.
- Electric Ireland Superhomes – a joint venture created with Tipperary Energy Agency in 2021 providing a home retro-fit service to domestic customers.

Board of ESB

The Board size and structure is governed by the ESB Acts 1927 to 2014 and by the Worker Participation (State Enterprises) Act 1977 (as amended).

The Board of ESB currently comprises twelve members – a Chairman, six independent Board members and a Chief Executive (all of whom are appointed by the Government of Ireland for terms of up to five years and may be reappointed) and four worker Board members who are ESB staff members and who are appointed to the Board by the Minister for Climate, Energy and the Environment of Ireland for a four year term and may be reappointed under the Worker Participation (State Enterprises) Act 1977 (as amended).

The current Board members and their principal outside activities are:

Name	Title	Experience and Principal Activities outside ESB
Terence O'Rourke	Chairman	**Appointment to the Board**: November 2020. **Career experience:** A Fellow and past President (2004-2005) of Chartered Accountants Ireland. Joined KPMG in 1975, became an audit partner in 1988 and was elected Managing Partner in 2006. A member of KPMG's Global Board, Global Executive Team and EMA Board, from 2007 to 2013. Has a wide breadth of business skills with high-level experience in commercial, finance, decision-making and strategy development roles working with clients in Ireland and abroad. **External appointments:** Currently Chairman of RTE, Kinsale Capital Management, Ballymore Ireland and former Chairman of Enterprise Ireland. Led the Arts Council 2014 Strategic Review Group and is involved in a number of charity and cultural boards. A Patron of Chapter Zero Ireland, a community of non-executive directors that lead Irish boardroom discussions on the impacts of climate change. Dublin City University (DCU) conferred Terence with the award of Doctor of Philosophy (Honoris Causa) in October 2023, acknowledging his contribution to Irish business, education, the arts and public services.
Paddy Hayes	Chief Executive	**Appointment to the Board**: March 2022. **Career experience**: Appointed Chief Executive in August 2021. Prior to this, he was Executive Director of ESB's Generation and Wholesale Markets business and then Managing Director of ESB Networks. A Fellow of the Institute of Engineers of Ireland, he holds a master's degree in engineering from University College Dublin (UCD) and an MBA from the University of Warwick. He worked in the steel industry in the UK before moving to the energy sector in 1999 to lead the Synergen joint venture between ESB and Statoil. **External appointments**: Member of the Board of Directors of the Electric Power Research Institute (EPRI) in the US. Chair of the Open Doors Initiative.

Dr. Sara Venning	Independent Board Member	**Appointment to the Board**: December 2021 **Career experience:** CEO and Board Member of Northern Ireland (NI) Water since 2010. Experience in regulated utility management driving delivery in customer service and efficiency. Holds an MEng in Electrical and Electronic Engineering from Queen's University, Belfast and received an honorary degree from Queen's University in 2023. Energy networks experience gained working with NIE Networks from 1996 – 2010. A Fellow of the Institution of Civil Engineers. **External appointments:** President of the Northern Ireland WaterAid Committee.
Michael Barry	Independent Board Member	**Appointment to the Board**: January 2023 **Career experience:** A Chartered Accountant, who trained with PwC, a University College Cork commerce graduate and a Chartered Director. Retired in 2019 from the role of Chief Financial Officer of Bord na Móna plc, having held that position for 13 years and was also Interim Managing Director of the company in 2017/2018. Prior to that he held several senior financial positions in Ireland, the UK and the United States in a range of industries including pharmaceuticals, medical devices, property development and hospitality. **External appointments:** A member of the National Paediatric Hospital Development Board since February 2021.
Karen Halpenny	Worker Board Member	**Appointment to the Board**: January 2023 **Career experience:** Worked in ESB International since 2001, primarily in the area of overhead line development. Currently President of the Energy Services Union of Ireland (but remains an employee of ESB and arrangements continue to be in accordance with the Worker Participation (State Enterprises) Acts, 1977 and 1988). Holds a Bachelor of Arts (Honours) degree in HRM Strategy and Practice from the National College of Ireland (NCI) and a higher advanced diploma in Applied Employment Law from King's Inn School of Law. Holds a Certificate in Management and Industrial Relations from NCI, a Certificate in Health and Safety from UCD and a Mediators Institute of Ireland Certificate in Mediation. **External appointments:** Current President of the Energy Services Union of Ireland (ESU). ESU representative on the Group of Unions forum and ESU representative on the Irish Congress of Trade Unions (ICTU) Health and Safety Committee. Trustee of Electric Aid, ESB's staff charity and Secretary of the National Worker Director Group.

Owen Kilmurray	Worker Board Member	**Appointment to the Board**: January 2023 **Career experience:** Joined ESB in March 1982 as a general worker and has worked as a charge hand linesman, electrician and as a Networks Technician in ESB Networks for over 40 years. **External appointments:** Active member of the ESB Group of Unions. Vice Chairman of the SIPTU Energy Branch Committee and member of SIPTU's Transport, Energy, Aviation and Construction (TEAC) Committee and Treasurer of the National Worker Directors of Ireland.
Gráinne O'Shea	Worker Board Member	**Appointment to the Board**: January 2023 **Career experience:** Joined ESB as a graduate engineer in 1989. Holds primary and master's degrees in engineering from Trinity College Dublin and Dublin City University (DCU) respectively and a diploma in Asset Management from the Institute of Asset Management. A Chartered Engineer (Engineers Ireland), Gráinne has worked in ESB Networks, Power Generation and Supply. Currently Business Strategy Manager for ESB Networks. **External appointments:** Irish representative on the General Assembly and on the Strategic Advisory Group of the EUDSO Entity (EU Distribution System Operators Entity). Vice Chair of the Eurelectric Working Group on Regulation and Network Customers and a member of the Distribution and Market Facilitation Committee. Member of the European Distribution System Operators (E.DSO) Policy and Regulation Committee and Chair of the Energy Skills Gap TF. Member of the Electricity Association of Ireland Policy Committee. Past Chair of the networks sub branch of the Energy Sector Professionals Association (ESPA). Previously director of ESB Fullabrook Wind Farm and Derrybrien Wind Farm (2012-2016).
Trevor Walsh	Worker Board Member	**Appointment to the Board**: January 2023 **Career experience:** Currently a Technical Service Supervisor in ESB Networks. Previously worked as System Manager, Customer Service Supervisor, Training Officer and Network Technician. Started his career as an apprentice electrician and has accumulated over 20 years' experience with ESB. **External appointments:** Chairman of the ESB Connect Technical Supervisor Branch. A representative in the ESB Group of Unions. Connect representative at the Irish Congress of Trade Unions and a member of the National Worker Director Group.
Annette Flynn	Independent Board Member	**Appointment to the Board:** April 2023 **Career experience:** An executive career spanning Kerry Group plc and UDG Healthcare plc over 25 years across various roles as Executive Managing Director,

		Corporate and Strategy Development Officer and Financial Controller in Ireland, UK, Europe and US. Appointed as an Executive Director to the Board of UDG Healthcare in 2004. Retired from her executive career in 2011 and subsequently held several non-executive directorships with UDG Healthcare plc, Grafton Group plc, Irish Life, and Aryzta AG, The Irish Times DAC and Dairygold Co-Operative Society Ltd (a position held until December 2025). She is a Fellow of the Association of Chartered Certified Accountants, holds a B. Comm from UCC, is a qualified Chartered Director and holds two professional diplomas in Business and Executive Coaching from Smurfit Business School. **External appointments:** Currently CEO of Highflier Executive Coaching, focusing on c-suite clients.
Aisling Curtis	Independent Board Member	**Appointment to the Board:** April 2023 **Career experience:** More than 20 years' experience in the telecommunications and technology sectors including global, regional and Irish market roles. Formerly held roles as Microsoft Strategy and Sustainability Director, Global Partner Solutions Director and the Commercial Director. Currently Market Leader of PwC's Strategic Alliances. Has a master's in Business Economics from UCC, studied at the Insead Data and Artificial Intelligence School and recently graduated from the Cambridge University Sustainability Leadership 2022 programme. **External appointments:** Previously held non-executive roles in the UK, Netherlands, South Africa and also sat on the Shannon Airport Group Board and the National Maternity Hospital Board and held an advisory role on the IMI Council. Serves on the 30% Club Technology Steering Group.
Pat Gaynor	Independent Board Member	**Appointment to the Board:** December 2024 **Career Experience:** Former Managing Director at Bank of Ireland, Corporate Banking where he headed up its Irish and UK corporate lending businesses before retiring from that position in November 2020. A recognised senior leader and influencer in banking and financial services with over 40 years' experience across retail banking, credit risk, business and corporate banking, both domestically and internationally and across all sectors. He is a Fellow of both the Chartered Association of Certified Accountants and the Institute of Bankers and a 2017 graduate of Harvard Business School's Advanced Management Programme. **External appointments:** Non-Executive Director of Dairygold Co-Operative Society Ltd, Dunport Capital's Recovery and Growth Fund and Abbey Group. He is a Trustee of the Bank of Ireland Staff Pension Fund and acts as advisor to the boards of a number of Irish private companies.

Jim Meade	Independent Board Member	**Appointment to the Board:** December 2024 **Career Experience:** Joined Iarnród Éireann/Irish Rail as an apprentice fitter in 1979. Worked up through the mechanical engineering section over 18 years to Head of Fleet. Moved to strategic planning for three years before transferring into operations and service delivery. Appointed Director of Operations in 2013 and appointed Chief Executive Officer in May 2018 until retirement in October 2025. **External appointments**: Chair of the National Apprentice Alliance and a Director of SOLAS Board. Irish Ambassador to Union Internationale des Transports Publics (UITP), the International Association of Public Transport. Board member of UITP Policy Board.

The business address of each member of the Board is 27 Fitzwilliam Street Lower, Dublin 2, Ireland. Members of the Board of ESB may from time to time hold directorships of, or may otherwise be involved with or have interests in, third parties who may, or whose affiliates may, from time to time, in the ordinary course of business, enter into arm's length commercial arrangements with ESB or another Group company. Disclosure is provided to ESB as required under applicable corporate governance rules and procedures of any such interests. Save as disclosed above, there are no potential conflicts of interest between the duties of the members of the Board of ESB in such capacity and their private or other professional interests.

Senior Management of ESB

The executive management team at ESB is comprised of:

Name	**Title**	**Biography**
Paddy Hayes	Chief Executive	**Appointed**: August 2021 **Career Experience**: Paddy Hayes was appointed Chief Executive in August 2021. Prior to this, Paddy was Managing Director of ESB Networks and Executive Director of ESB's Generation & Wholesale Markets business. A Fellow of the Institute of Engineers of Ireland, he holds a master's degree in engineering from University College Dublin and an MBA from the University of Warwick. He worked in the steel industry in the UK before moving to the energy sector in 1999 to lead the Synergen joint venture between ESB and Statoil. Currently a member of the Board of Directors of EPRI in the US, the Electric Power Research Institute and is Chair of the Open Doors Initiative.
Marie Sinnott	Company Secretary	**Appointed**: August 2019 **Career Experience**: Marie Sinnott is Group Company Secretary of ESB. Prior to her appointment in 2019, Marie was ESB's Group Head of Compliance and Enterprise Risk Management and previously held a number of senior management roles across the organisation. A University College Dublin commerce graduate, she holds an MSc in Economic Policy Studies from Trinity College Dublin and a Postgraduate Diploma in Corporate Governance from University College Dublin Michael Smurfit Graduate Business School. Marie is a member of the Dublin City

		University Governing Authority and a Director and Company Secretary of the board of the Institute of International & European Affairs.
Pat Fenlon	Executive Director, Customer Solutions	**Appointed:** September 2022 **Career Experience:** Pat Fenlon was appointed Executive Director, Customer Solutions in September 2022. Prior to his current role, Pat held the role of Executive Director, Group Finance and Commercial. He previously held a number of senior financial and general management positions across ESB including General Manager of Electric Ireland, Corporate Change Manager and Group Finance & Commercial Manager. He is a fellow of Chartered Accountants Ireland and worked with PwC in Dublin before joining ESB in 1993.
Marguerite Sayers	Deputy Chief Executive	**Appointed:** July 2022 **Career Experience:** Marguerite Sayers was appointed ESB Deputy Chief Executive in July 2022. Immediately prior to this, she held the role of Executive Director, Customer Solutions since 2018. She has worked in various technical and managerial positions in ESB for over 30 years, including Generation Manager, Head of Asset Management for ESB Networks and Managing Director of ESB Networks DAC. She has a degree in Electrical Engineering from University College Cork. She is a Chartered Engineer, a Fellow and Past President of Engineers Ireland, a Fellow of the Academy of Engineers, a member of the Board of Energy UK and a Governor of the Irish Times Trust.
Sinéad Kilkelly	Executive Director, People and Sustainability	**Appointed**: April 2022 **Career Experience**: Sinéad Kilkelly joined ESB in April 2022 as Executive Director, People and Sustainability. Prior to this Sinéad was Chief People Officer with Bus Éireann, a position she held since 2018. Previously she held a number of senior leadership roles in Ireland and overseas including Vice President People Services at Etihad Aviation Group in Abu Dhabi, where her responsibility included leading major organisational change programmes. She also held senior HR roles in Ulster Bank and Intel Ireland. Sinéad has a B.Sc (Management) and an MBA from Trinity College Dublin (TCD) and is a Chartered Fellow with CIPD and a Board member of Self Help Africa.
Jim Dollard	Executive Director, Generation Trading	**Appointed**: May 2018 **Career Experience**: Jim Dollard was appointed Executive Director, Generation & Trading in May 2018. Prior to this he held the position of Executive Director for Business Service Centre and Electric Ireland for five years. An accountant, he began his career in ESB in 1992 and has held a number of senior management positions throughout the Group in both financial and managerial roles. Jim holds a B. Comm and a master's in Business Studies from University

		College Dublin. Jim joined the Board of the Irish Cancer Society in May 2025.
Nicholas Tarrant	Managing Director, ESB Networks DAC	**Appointed:** September 2021 **Career Experience:** Nicholas Tarrant was appointed Managing Director of ESB Networks in September 2021. Prior to this he held the positions of Executive Director, Engineering and Major Projects and Managing Director, Northern Ireland Electricity Networks. He has held a number of senior management positions including Generation Manager with responsibility for ESB's generation portfolio. He is a chartered engineer at the Institute of Engineers of Ireland, a Chartered Director and holds an MSc (management) from Trinity College Dublin.
Paul Smith	Executive Director, Engineering and Major Projects	**Appointed:** January 2022 **Career Experience:** Paul Smith was appointed to the position of Executive Director, Engineering and Major Projects in January 2022. Prior to this Paul held a number of senior management roles in ESB including Manager of Generation Operations and Head of Asset Development where he led the expansion of ESB's renewables portfolio in Ireland and the UK. He joined ESB in 1992 and holds a B.Eng. in Electrical and Electronics Engineering from Queen's University Belfast and an MBA from UCD Michael Smurfit Graduate Business School. He is a Council Member of the Irish Management Institute.
Geraldine Heavey	Executive Director, Enterprise Services	**Appointed**: June 2018 **Career Experience**: Geraldine Heavey was appointed to the position of Executive Director, Enterprise Services in June 2018. Prior to this she held the role of Group Finance & Commercial Manager. She has worked in various finance and managerial positions in ESB since 1993, including Financial Controller, Business Service Centre and Electric Ireland, Manager, ESB Trading and Financial Controller of ESB Generation Trading. She is an accountant and holds a master's degree in Business Administration from Dublin City University. Geraldine is an external member of Dublin City University's Educational Support Services DAC and chairs its Audit Committee.
Paul Stapleton	Executive Director, Group Finance and Commercial	**Appointed**: October 2022 **Career Experience**: Paul Stapleton was appointed Executive Director, Group Finance and Commercial in October 2022. Prior to his current role, Paul was Managing Director of Northern Ireland Electricity (NIE) Networks, an independent subsidiary of ESB. He joined ESB in 1991 and has worked in various roles in finance and managerial positions across the Group including General Manager of Electric Ireland, ESB Group Treasurer and Financial Controller of ESB Networks. He is a member of the Chartered Institute of Management Accountants and an IOD Chartered Director. Paul is a member of the Governing Authority of the University of Limerick.

Auditors

The current auditors of ESB are Deloitte. Deloitte are Chartered Accountants and members of the Institute of Chartered Accountants in Ireland. Deloitte are independent of ESB in accordance with the ethical requirements applicable to their audit of its financial statements in Ireland, including the ethical standards of the IAASA.

TAXATION

Irish Taxation

The following summary of the anticipated tax treatment in Ireland in relation to the payments on Notes is based on Irish tax law and the practices of the Revenue Commissioners of Ireland (the Irish tax authorities) as in force at the date of this Offering Circular. It does not constitute tax or legal advice and it does not purport to be, and is not, a complete description of all of the tax considerations that may be relevant to a decision to subscribe for, buy, hold, sell, redeem or dispose of Notes. The summary relates only to the position of persons who are the absolute beneficial owners of Notes and the interest payable on them (**Noteholders**). Prospective investors should consult their own professional advisers on the implications of subscribing for, buying, holding, selling, redeeming or disposing of Notes and the receipt of interest on Notes under the laws of the jurisdictions in which they may be liable to tax.

1. Withholding Taxes

Unless otherwise exempt, withholding tax at the standard rate of income tax (currently 20 per cent.) must be deducted from payments of yearly interest that are within the charge to Irish tax, which would include payments of interest on Notes. Yearly interest is interest that is capable of arising for a period of one year.

1.1 Discount

No withholding for or on account of income tax will be required to be made from payments of discount on Notes, as such amounts do not represent yearly interest.

1.2 Notes having a maturity of less than one year

Generally, no withholding for or on account of income tax will be required to be made from payments of interest on Notes having a maturity of less than one year, as such amounts do not represent yearly interest.

1.3 Quoted Eurobond exemption

Section 64 of the Taxes Act provides for the payment of interest in respect of Quoted Eurobonds without deduction of tax in certain circumstances. A **Quoted Eurobond** is defined in section 64 of the Taxes Act as a security which:

(a) is issued by a company;

(b) is quoted on a recognised stock exchange (the Irish Stock Exchange plc trading as Euronext Dublin is a recognised stock exchange for this purpose); and

(c) carries a right to interest.

There is generally no obligation to withhold tax from payments of interest on Quoted Eurobonds (**Exempted Quoted Eurobonds**) where:

(a) the person by or through whom the payment is made is not in Ireland; or

(b) the payment is made by or through a person in Ireland; and

(i) the Quoted Eurobond is held in a recognised clearing system (Euroclear and Clearstream, Luxembourg are recognised clearing systems for this purpose); or

(ii) the person who is the beneficial owner of the Quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made an appropriate declaration to this effect.

1.4 Wholesale Debt Instrument exemption

Section 246A of the Taxes Act provides for the payment of interest on certain Wholesale Debt Instruments without deduction of tax in certain circumstances. Notes are **Wholesale Debt Instruments** for this purpose if they:

(a) recognise an obligation to pay a stated amount;

(b) carry a right to interest or are issued at a discount or at a premium;

(c) mature within two years; and

(d) are issued with a minimum denomination of €500,000 if denominated in euro, US$500,000 if denominated in US dollars or, in the case of Notes which are denominated in a currency other than

euro or US dollars, the equivalent in that other currency of €500,000 (such amount to be determined by reference to the relevant rate of exchange at the date of the first publication of this program).

There is no obligation to withhold tax from payments of interest on Wholesale Debt Instruments (**Exempted Wholesale Debt Instruments**) in certain circumstances. These circumstances are where:

(a) the Wholesale Debt Instrument is held in a recognised clearing system (Euroclear and Clearstream, Luxembourg are recognised clearing systems for this purpose); or

(b) the person by whom the payment is made or the person through whom the payment is made is resident in Ireland or the payment is made by or through a branch or agency through which a company not resident in Ireland carries on a trade or business in Ireland; and

either:

(i) the person who is beneficially entitled to the interest is a resident of Ireland who has provided their tax reference number to the payer; or

(ii) the person who is the beneficial owner of the Wholesale Debt Instrument and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration in the prescribed form.

1.5 Section 246 of the Taxes Act (Section 246)

Section 246 provides certain exemptions from this general obligation to withhold tax including an exemption in respect of interest payments made by a company in the ordinary course of business carried on by it to a company:

(a) that is resident for the purposes of tax in a relevant territory except where the interest is paid to the company in connection with a trade or business carried on in Ireland by that company through a branch or agency, provided that relevant territory imposes a tax that generally applies to interest receivable in that relevant territory by companies from sources outside that relevant territory; or

(b) provided that the interest payable is exempted from the charge to income tax under a double taxation agreement in effect with Ireland or would be so exempted if a double taxation agreement signed by Ireland that will have the force of law following completion of the procedures set out in section 826(1) of the Taxes Act, had the force of law.

In addition, section 246 includes an exemption in respect of interest payments made by a qualifying company within the meaning of section 110 of the Taxes Act (ESB Finance DAC is such a qualifying company) to a person who is resident for the purposes of tax in a relevant territory, except, in a case where the person is a company, where the interest is paid to the company in connection with a trade or business carried on in Ireland through a branch or agency.

For the purpose of this Irish Taxation section "relevant territory" means an EU Member State, other than Ireland, or not being such a Member State, a territory with which Ireland has signed a double taxation agreement.

For the purpose of this section 1.5, residence is to be determined under the laws of the relevant territory.

As of the date of this Offering Circular, Ireland has signed a double taxation agreement with each of Albania, Armenia, Australia, Austria, Bahrain, Belarus, Belgium, Bosnia & Herzegovina, Botswana, Bulgaria, Canada, China, Chile, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Ethiopia, Finland, France, Germany, Georgia, Ghana (not yet in effect), Greece, Hong Kong, Hungary, Iceland, Israel, India, Italy, Japan, Kazakhstan (Rep. of), Kenya (not yet in effect), Korea (Rep. of), Kosovo, Kuwait, Latvia, Liechtenstein (not yet in effect), Lithuania, Luxembourg, Macedonia, Malaysia, Malta, Mexico, Moldova, Montenegro, Morocco, the Netherlands, New Zealand, Norway, Oman, Pakistan, Panama, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, Ukraine, United Arab Emirates, United Kingdom, United States of America, Uzbekistan, Vietnam and Zambia. In addition, negotiations for a double taxation agreement with Uruguay have concluded.

2. Liability of Noteholders to income tax

Persons resident in Ireland for the purposes of tax are subject to corporation tax or income tax on their worldwide income, which would include interest payable and discounts realised on Notes.

A company wherever resident, if receiving interest or discount in connection with a trade carried on in Ireland through a branch or agency is subject to Irish corporation tax on that interest and discount.

Other persons not resident in Ireland for the purposes of Irish tax are subject to Irish income tax on the interest payable and discounts realised on Notes unless otherwise exempt.

2.1 Section 198 of the Taxes Act

(a) A company which is not resident in Ireland for the purposes of Irish tax will not be chargeable to Irish income tax in respect of interest paid (in the ordinary course of business of the relevant Issuers) or discounts realised on Notes, if either:

(i) the company is resident in a relevant territory and such relevant territory imposes a corporate or income tax that generally applies to interest receivable in that relevant territory by companies from sources outside that relevant territory, or

(ii) the interest paid is exempted from the charge to Irish income tax under a double taxation agreement that is in effect with Ireland or would be so exempted if a double taxation agreement signed by Ireland that will have the force of law following completion of the procedures set out in section 826(1) of the Taxes Act, had that force of law.

(b) A person (whether or not a company) who is not resident in Ireland for the purposes of Irish tax will not be chargeable to Irish income tax in respect of discounts realised on Notes if the person is resident in a relevant territory; or

(c) A person will not be chargeable to income tax in respect of interest received in respect of an Exempted Quoted Eurobond or an Exempted Wholesale Debt Instrument where that person is:

(i) a person who is resident for the purposes of tax in a Member State of the European Union (other than Ireland) or in a relevant territory; or

(ii) a company controlled, either directly or indirectly, by persons resident the purposes of tax in a relevant territory, and who are not under the control, whether directly or indirectly, of a person who is, or persons who are not so resident; or

(iii) a company the principal class of shares of which, is substantially and regularly traded on a stock exchange in Ireland, on a recognised stock exchange in a relevant territory or on such other stock exchange as is approved by the Minister for Finance of Ireland.

(d) A person (whether or not a company) who is not resident in Ireland for the purposes of Irish tax will not be chargeable to Irish income tax in respect of interest received or discounts realised on Notes if the person is resident in a relevant territory and the interest is paid by a qualifying company within the meaning of section 110 of the Taxes Act out of the assets of the qualifying company.

For the purpose of this section 2.1, where a relevant territory has concluded a double taxation agreement with Ireland, residence is to be determined under the terms of that agreement.

2.2 Double taxation agreements

Ireland's double taxation agreements, that are in effect, may relieve or exempt interest from Irish tax when received by a resident of the other territory provided certain procedural formalities are completed.

Interest and discounts realised on Notes that do not fall within the above exemptions are within the charge to income tax to the extent that a double taxation agreement that is in effect does not exempt the interest or discount as the case may be.

3. Encashment tax

Interest on any Note which is an Exempted Quoted Eurobond realised or collected by an agent in Ireland on behalf of a holder will generally be subject to a withholding tax at a prescribed rate of 25 per cent. This is unless the beneficial owner of the Note that is entitled to the interest is not resident in Ireland and makes a declaration in the required form and provided that such interest is not for the purposes of tax deemed, under the provisions of tax legislation, to be the income of another person that is resident in Ireland. In addition, an exemption applies where the payment is made to a company where that company is beneficially entitled to that income and is or will be within the charge to corporation tax in respect of that income.

4. Stamp Duty

No stamp duty is payable on the issue or the transfer by delivery of Notes.

Section 86 of the Stamp Duties Consolidation Act provides that no stamp duty will be chargeable on any instrument transferring Notes that are issued by ESB.

In the event of written transfer of Notes issued by ESB Finance, no stamp duty is chargeable provided that ESB Finance is a qualifying company within the meaning of section 110 of the Taxes Act, and the money raised by the Notes is used in the course of its business.

Where the above exemptions or another exemption does not apply, the instrument of transfer is liable to stamp duty at the rate of one per cent. of the consideration paid in respect of the transfer (or if greater, the market value thereof) which must be paid in Euro by the transferee (assuming an arm's length transfer) within 30 days of the date on which the transfer instrument is executed, after which interest and penalties will apply.

5. Capital Gains Tax

Section 607 of the Taxes Act provides that Notes issued by ESB are not chargeable assets for the purposes of Irish tax.

Separately, provided Notes are listed on a stock exchange, a holder will not be subject to tax on capital gains in respect of those Notes unless that holder is either resident or ordinarily resident for tax purposes in Ireland or that holder has an enterprise or an interest in an enterprise, which carries on business in Ireland through a branch or agency, or a permanent establishment, to which or to whom Notes are attributable.

If Notes issued by ESB Finance are at any time not listed on a stock exchange, then an exemption from tax on capital gains tax in respect of such Notes will continue to apply to the holders who are exempted in the circumstances referred to in the paragraph immediately above, insofar as Notes do not derive their value, or the greater part of their value, from Irish land or certain Irish mineral rights.

6. Capital Acquisitions Tax

If Notes are comprised in a gift or inheritance taken from a person resident or ordinarily resident for tax purposes in Ireland or if the disponer's successor is resident or ordinarily resident for tax purposes in Ireland, or if any of Notes are regarded as property situate in Ireland, the disponer's successor (primarily), or the disponer, may be liable to capital acquisitions tax. The Notes may be regarded as property situate in Ireland.

For the purposes of capital acquisitions tax, under current legislation a non-Irish domiciled person will not be treated as resident or ordinarily resident in Ireland for the purposes of the applicable legislation except where that person has been resident in Ireland for the purposes of tax for the 5 consecutive years of assessment immediately preceding the year of assessment in which the date of the gift or inheritance falls.

7. Automatic Exchange of Information for Tax Purposes

Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU) (**DAC2**) provides for the implementation among EU Member States (and certain third countries that have entered into information exchange agreements) of the automatic exchange of information in respect of various categories of income and capital and broadly encompasses the regime known as the CRS published by the OECD as a new global standard for the automatic exchange of information between tax authorities in participating jurisdictions.

Under the CRS, governments of participating jurisdictions are required to collect detailed information to be shared with other jurisdictions annually.

CRS is implemented in Ireland pursuant to the Returns of Certain Information by Reporting Financial Institutions Regulations 2015, S.I. 583 of 2015, made under Section 891F of the Taxes Consolidation Act 1997, as amended.

DAC2 is implemented in Ireland pursuant to the Mandatory Automatic Exchange of Information in the Field of Taxation Regulations of 2015, S.I. No. 609 of 2015 made under Section 891G of the Taxes Consolidation Act 1997, as amended.

Pursuant to these regulations, the Issuers and the Guarantor (where the Issuer is ESB Finance) may be required to obtain and report to the Revenue Commissioners annually certain financial account and other information for all non-Irish and non-U.S. holders of Notes (and, in certain circumstances, their controlling persons). The returns must be submitted by 30 June annually. The information must include amongst other things, details of the name, address, taxpayer identification number (**TIN**), place of residence and, in the case of holders of Notes who are individuals, the date and place of birth, together with details relating to payments made to accountholders and their holdings. This information may be shared with tax authorities in other EU Member States and jurisdictions which implement the CRS.

8. Foreign Account Tax Compliance Act (FATCA)

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related

requirements. The Issuers and the Guarantor (where the Issuer is ESB Finance) may be foreign financial institutions for these purposes. A number of jurisdictions (including Ireland) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the relevant issuer). However, if additional Notes (as described under "*Terms and Conditions—Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes.

FATCA Implementation in Ireland

The obligations of Irish foreign financial institutions under FATCA are covered by the provisions of the Ireland/US IGA (signed in December 2012) and the Financial Accounts Reporting (United States of America) Regulations 2014, as amended (the **Regulations**). Under the IGA and the Regulations, any Irish financial institutions as defined under the IGA are required to report annually to the Revenue Commissioners details of its US account holders including the name, address and TIN and certain other details.

SUBSCRIPTION AND SALE

The Dealers have, in an amended and restated programme agreement dated 28 August 2026 (such programme agreement as modified and/or supplemented and/or restated from time to time, the **Programme Agreement**), agreed with ESB and ESB Finance a basis upon which they or any of them may from time to time agree to purchase Notes. In the Programme Agreement, ESB and ESB Finance have agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes and the guarantee thereof have not been and will not be registered under the Securities Act or the securities laws of any state of other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The applicable Final Terms or Pricing Supplement will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issuance of Notes which are also Index Linked Notes shall be subject to such additional U.S. selling restrictions as the relevant Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Final Terms or Pricing Supplement.

Prohibition of sales to EEA Retail Investors

Unless the Final Terms or Pricing Supplement, as applicable, in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms or Pricing Supplement, as applicable, in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression retail investor means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or

(ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the Prospectus Regulation); and

(b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms or Pricing Supplement, as applicable, in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms or Pricing Supplement, as applicable, in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

(a) the expression an offer of Notes to the public in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

(b) the expression Prospectus Regulation means Regulation (EU) 2017/1129.

United Kingdom

Prohibition of Sales to United Kingdom Retail Investors

Unless the Final Terms or Pricing Supplement, as applicable, in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms or Pricing Supplement, as applicable, in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

(i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or

(ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and

(b) the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms or Pricing Supplement, as applicable, in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms or Pricing Supplement, as applicable, in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

(a) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Relevant Issuer for any such offer;

(c) at any time in any circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression an **offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

Other United Kingdom Regulatory Restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the relevant Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor (where the relevant Issuer is ESB Finance); and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Ireland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it will not offer, sell, underwrite, place or do anything in Ireland in respect of any Notes otherwise than in compliance with (i) the provisions of the Companies Act 2014 of Ireland (as amended) (the **2014 Act**), (ii) the Prospectus Regulation, (iii) any rules issued under section 1363 of the 2014 Act by the Central Bank of Ireland, (iv) the European Union (Markets in Financial Instruments) Regulations 2017 of Ireland (as amended) and, in connection therewith, any codes of conduct used or rules issued and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland, and (v) the provisions of the Investor Compensation Act 1998 of Ireland (as amended);

(b) it will not offer, sell, underwrite, place or do anything in Ireland in respect of any Notes otherwise than in compliance with the Central Bank Acts 1942 to 2018 of Ireland and any codes of conduct made under section 117(1) of the Central Bank Act 1989 or any regulations issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 of Ireland (as amended); and

(c) it will not offer, sell, underwrite, place or do anything in Ireland in respect of any Notes otherwise than in compliance with Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU), the European Union (Market Abuse) Regulations 2016 of Ireland (as amended) and any Irish market abuse law as defined in those Regulations or the 2014 Act and any rules made or guidance issued by the Central Bank of Ireland in connection therewith, including any rules issued under section 1370 of the 2014 Act by the Central Bank of Ireland.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in

any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither Issuer, the Guarantor, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Issuers, the Guarantor, the Trustee and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The update of the Programme by ESB Finance has been duly authorised by a resolution of the Board of Directors of ESB Finance dated 19 August 2026. The update of the Programme by ESB and the giving of the guarantee in respect of the Notes issued by ESB Finance have been duly authorised by a resolution of the Board of ESB dated 27 February 2026.

Listing of Notes

Application has been made to Euronext Dublin for the Exempt Notes issued under the Programme to be admitted to the Official List of Euronext Dublin and to trading on the GEM. The GEM is not a regulated market for the purposes of MiFID II.

Application has been made to Euronext Dublin for the Non-Exempt Notes issued under the Programme to be admitted to the Official List of Euronext Dublin and to trading on its regulated market. Euronext Dublin's regulated market is a regulated market for the purposes of MiFID II.

Documents Available

From the date of this Offering Circular and for so long as the Notes are listed on Euronext Dublin's Official List and admitted to trading on its regulated market or on the GEM, copies of the following documents will, when published, be available for inspection (by physical and/or electronic means) from the registered office of the relevant Issuer and from the specified offices of the Paying Agents for the time being in London:

(a) the ESB Acts 1927 to 2014 of Ireland establishing ESB as a body corporate in Ireland (also available at http://www.irishstatutebook.ie/eli/2014/act/5/enacted/en/html);

(b) the constitutional documents of ESB Finance;

(c) the consolidated audited financial statements of ESB in respect of the financial years ended 31 December 2025 and 31 December 2024, together with the audit reports prepared in connection therewith. ESB currently prepares audited consolidated accounts on an annual basis;

(d) the audited financial statements of ESB Finance in respect of the financial years ended 31 December 2025 and 31 December 2024, together with the audit reports prepared in connection therewith. ESB Finance currently prepares audited accounts on an annual basis;

(e) the English Law Trust Deed, the Irish Law Trust Deed, the Agency Agreement, and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;

(f) a copy of this Offering Circular (also available at https://live.euronext.com/en/product/bonds-detail/p913%7C22907/documents); and

(g) any future offering circulars, prospectuses, information memoranda, supplements to this Offering Circular, Final Terms and Pricing Supplements (save that a Pricing Supplement relating to a Tranche of Notes which is not admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer and the Principal Paying Agent as to its holding of Notes and identity) to this Offering Circular and any other information incorporated herein or therein by reference.

In respect of any Notes issued as European Green Bonds, copies of (i) the European Green Bond Factsheet, (ii) each pre-issuance review, (iii) the post-issuance review and (iii) any allocation report and, if requested by the Issuer and Guarantor, any impact report review will, in each case, be available on the Group's website at https://esb.ie/investors/green-financing.

In addition, a copy of the memorandum and articles of association of ESB Finance, the Agency Agreement, the Irish Law Trust Deed (including the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons scheduled thereto in connection with the Irish Law Notes), the English Law Trust Deed (including the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons scheduled thereto in connection with the English Law Notes) and any future offering circulars, prospectuses, information memoranda, supplements, Final Terms and Pricing Supplements (save for a Pricing Supplement relating to a Note which is not admitted to trading) to this Offering Circular and any other information incorporated herein or therein by reference will be available on the website of ESB at https://www.esb.ie/investors/results-presentations-investor-updates.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes

allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms or Pricing Supplement. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms or Pricing Supplement.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Change

There has been no significant change in the financial position or financial performance of the Group since the end of the last financial period for which audited or interim consolidated financial information has been published. There has been no material adverse change in the prospects of ESB or ESB Finance since the date of its last published audited consolidated financial statements.

Litigation

Neither ESB nor ESB Finance nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which ESB or ESB Finance are aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of ESB, ESB Finance or the Group.

Auditors

The current auditors of ESB and ESB Finance are Deloitte. Deloitte are Chartered Accountants and members of the Institute of Chartered Accountants in Ireland. Deloitte audited ESB's accounts, without qualification, in accordance with International Standards on Auditing (Ireland) for the financial years ended 31 December 2024 and 31 December 2025. Deloitte audited ESB Finance's accounts, without qualification, in accordance with International Standards on Auditing (Ireland) for the financial years ended 31 December 2024 and 31 December 2025. Deloitte are independent of ESB and ESB Finance in accordance with the ethical requirements applicable to their audit of its financial statements in Ireland, including the ethical standards of the IAASA.

Post-issuance information

Other than as stated above with respect to Notes designated as European Green Bonds, the Issuers do not intend to provide any post-issuance information in relation to any issues of Notes, unless otherwise indicated in the applicable Final Terms or Pricing Supplement.

Dealers transacting with ESB and ESB Finance

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for ESB and ESB Finance and their affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuers and their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of either Issuer or their respective affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuers routinely hedge their credit exposure to the Issuers consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Websites

Other than in relation to the information which is deemed to be incorporated by reference (see "*Information Incorporated by Reference"*), the information on the websites referred to in this Offering Circular forms no part of this document for the purposes of the listing of any Notes on Euronext Dublin.

Trustee's action

The Conditions and the relevant Trust Deed provide for the Trustee to take action on behalf of the Noteholders in certain circumstances, but only if the Trustee is indemnified and/or secured and/or pre-funded to its satisfaction. It may not always be possible for the Trustee to take certain actions, notwithstanding the provision of an indemnity and/or security and/or pre-funding to it. Where the Trustee is unable to take any action, the Noteholders are permitted by the Conditions and the relevant Trust Deed to take the relevant action directly.

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ESB Finance DAC
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GUARANTOR

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