

LOCK-UP AGREEMENT

Dated 31 December 2018

ABENGOA, S.A.
as the Company

and

CERTAIN GROUP ENTITIES
as the Company Parties

and

CERTAIN ENTITIES
as NBF Creditors, NM2 Creditors, Senior Old Money Creditors,
Junior Old Money Creditors and Claimants

and

CERTAIN ENTITIES
as the Ad Hoc Committee

and

LUCID ISSUER SERVICES LIMITED
as the Lock-Up Agent

and

LUCID ISSUER SERVICES LIMITED
as the Tabulation Agent

and

AGENSYND S.L.
as the Existing Agent

and others

Ref: L-278066

Linklaters S.L.P.

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THIS AGREEMENT is dated 31 December 2018 and made between:

- (1) **ABENGOA, S.A.** (the "**Company**");
- (2) **ABENGOA ABENEWC02, S.A.U.** as borrower under the Senior OM Finance Documents and Junior OM Finance Documents ("**Abenewco2**");
- (3) **ABENGOA ABENEWC01, S.A.U.** as borrower under the NM2 Finance Documents, NBF Finance Documents and Interim Facilities Finance Documents ("**Abenewco1**");
- (4) **EACH OF THE GROUP ENTITIES** listed in Part I (*The Company Parties*) of Schedule 1 (*The Company Parties*) as the company parties (the "**Company Parties**");
- (5) **THE MEMBERS OF THE AD HOC COMMITTEE**, if applicable, each in their capacity as such;
- (6) **THE ORIGINAL PARTICIPATING NBF CREDITORS** (as defined below);
- (7) **THE ORIGINAL PARTICIPATING NM2 CREDITORS** (as defined below);
- (8) **THE ORIGINAL PARTICIPATING SENIOR OM CREDITORS** (as defined below);
- (9) **THE ORIGINAL PARTICIPATING JUNIOR OM CREDITORS** (as defined below);
- (10) **THE ORIGINAL PARTICIPATING CLAIMANTS** (as defined below);
- (11) **LUCID ISSUER SERVICES LIMITED** as tabulation agent under this Agreement (the "**Tabulation Agent**");
- (12) **LUCID ISSUER SERVICES LIMITED** as lock-up agent for administrative purposes under this Agreement (the "**Lock-Up Agent**"); and
- (13) **AGENSYND S.L.** as the existing agent for administrative purposes under this Agreement (the "**Existing Agent**").

BACKGROUND

- (A) Following a further period of liquidity fluctuations, the Company has entered into discussions with certain of the Participants (as defined below) with the objective of reaching an agreement for a financial restructuring in respect of its debt obligations under the Finance Documents (as defined below).
- (B) The Parties have agreed in principle to the terms of a financial restructuring in relation to the Company as set out in the Term Sheets (each as defined below).
- (C) The Parties have agreed to enter into this Agreement in order to facilitate the implementation of the Financial Restructuring (as defined below).

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 Definitions

Capitalised terms used but not otherwise defined in this Agreement shall have the respective meaning given to each such term in the Group Intercreditor Agreement and:

"5 bis Notice" means the proceeding foreseen in article 5 *bis* of the Spanish Insolvency Act, by virtue of which any company may inform the competent court for its declaration of insolvency the commencement of negotiations to reach: (i) a refinancing agreement pursuant to either article 71 bis. 1 or the Additional Disposition Fourth ("*Disposición Adicional Cuarta*") (or any provision which may substitute any of them) of the Spanish Insolvency Law; or (ii) accessions to a proposal of early composition ("*propuesta anticipada de convenio*") in the terms foreseen in the Spanish Insolvency Act.

"Abenewco1 Group" means Abenewco1 and those entities over which Abenewco1 has control at any moment, under the terms set forth in article 42 of the Spanish Commercial Code.

"Abenewco2 Bis" means a new limited liability holding company currently intended to be incorporated in Spain (as a *sociedad anónima*) prior to the Phase 1 Completion Date, whose shares are intended to be wholly owned by Abenewco 2 and which will become the owner of all of the share capital of Abenewco 1.

"Abengoa Group Guarantor" means each company listed in Schedule 2 (*Abengoa Group Guarantors*).

"Accession Letter" means a document substantially in the form set out in Schedule 4 (*Form of Accession Letter*).

"Ad Hoc Committee" means collectively, the NM2 Ad Hoc Committee and the SOM Ad Hoc Committee.

"Additional Participants" means the Additional Participating NM2 Creditors, Additional Participating NBF Creditors, Additional Participating Senior OM Creditors, Additional Participating Junior OM Creditors and Additional Participating Claimants.

"Additional Participating Claimant" means any person which has become a Participating Claimant in accordance with this Agreement.

"Additional Participating Junior OM Creditor" means any person which has become a Participating Junior OM Creditor in accordance with this Agreement.

"Additional Participating NBF Creditor" means any person which has become a Participating NBF Creditor in accordance with this Agreement.

"Additional Participating NM2 Creditor" means any person which has become a Participating NM2 Creditor in accordance with this Agreement.

"Additional Participating Senior OM Creditor" means any person which has become a Participating Senior OM in accordance with this Agreement.

"Affected Abengoa Group Guarantors" means any Abengoa Group Guarantor that is subject to the Necessary Insolvency Petition.

"Affiliate" means, in relation to any person, any funds managed or advised by that person, a Subsidiary of that person, a Holding Company of that person or any other Subsidiary of that Holding Company.

"Authorisation" means an authorisation, consent, approval, resolution, order, licence, certificate, exemption, permission, filing, notarisation or registration.

"Borrowings" means without double counting, the aggregate outstanding principal, capital or nominal amount of any indebtedness of members of the Abenewco1 Group (together with

all accrued interest default interest, costs, expenses and other monies payable at any time in respect of such indebtedness) due, owing or incurred for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any obligation whether present, future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) for the payment or repayment of money (other than obligations for the payment or repayment of money assumed in the context of financial leases, deferred purchase price agreements and/or in respect of the supply of assets or services);
- (c) any amount raised by acceptance under any acceptance credit facility or bill discount facility;
- (d) any amount raised pursuant to any note purchase facility or the issue of equity instruments (which are considered as financial indebtedness according to the relevant GAAP), bonds, notes, debentures, loan stock or any similar instrument;
- (e) any Finance Lease;
- (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of a third entity;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price, to the extent any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount; and
- (i) the amount of any liability in respect of any guarantee or indemnity of any member of the Abenewco1 Group for any of the items referred to in paragraphs (a) to (h) above

"Cash and Cash Equivalents" means cash on hand, cash in bank and other highly-liquid current investments with an original maturity of three months or less which are held for the purpose of meeting short-term cash commitments.

"Claimant" means the entities listed Schedule 3 (*The Claimants*).

"Claimant Debt" means, at any time, all amounts owing to the Claimants, as described in Schedule 3 (*The Claimants*).

"Company's Counsel" means Linklaters S.L.P. or any successor legal counsel to the Company and its Subsidiaries.

"Conditions" means the NM2 Conditions and the SOM Conditions (as applicable).

"Conditions Precedent" means each of the conditions precedent to the Effective Date as set out in Schedule 11 (*Conditions Precedent*).

"Confidentiality Undertaking" means a confidentiality undertaking substantially in a recommended form of the Loan Market Association.

"Consent Schedule" means the schedule setting out consents required under the Finance Documents together with amendments required to the NM2 Term Sheet, as set out in Schedule 15 (*Consent Schedule*).

"Consolidated EBITDA" means, the consolidated operating profit of the Abenewco1 Group from ordinary activities before taxation:

- (a) before taking into account any accrued interest, commission, fees, discounts and other finance charges incurred or payable or owed to any member of the Abenewco1 Group in respect of financial indebtedness (but including Treasury Transactions in financial indebtedness);
- (b) before taking into account any (x) unrealised gains or losses on hedging or other derivatives or (y) realised gains or losses on hedges or other derivatives in connection with any purpose other than in the ordinary course of trading (including for the avoidance of doubt before taking into account marked-to-market adjustments on currency swaps) or (z) exchange rate gains or losses arising due to the re-translation of the balance sheet items;
- (c) after adding back any amount attributable to the amortisation, depreciation or impairment of assets of members of the Abenewco1 Group;
- (d) before taking into account any gain or loss arising from an upward or downward revaluation of any asset or on the disposal of an asset (not being disposals made in the ordinary course of business);
- (e) before taking into account any operating profits generated by any member of the Abenewco1 Group for which the Abenewco1 Group does not have recourse;
- (f) before taking into account any items (positive or negative) of a non-recurring, extraordinary or exceptional nature;
- (g) plus (to the extent not already included) any amounts claimed under loss of profit, business interruption or equivalent insurance;
- (h) before deducting any fees, costs or charges of a non-recurring nature related to any equity offering, investments, acquisitions or financial indebtedness permitted under the Finance Documents (whether or not successful) and before deducting agency and trustee fees under permitted financial indebtedness;
- (i) before deducting any management, monitoring or advisory fees and holding company costs where permitted to be paid under the Finance Documents;
- (j) before taking into account any capitalised development costs or other similar capitalised costs; and
- (k) before deducting any amount of tax on profits, gains or income paid or payable by any member of the Abenewco1 Group.

"Consolidated Total Net Debt" means, at any time, the aggregate amount of all obligations of members of the Abenewco1 Group for or in respect of Borrowings at that time but:

- (a) excluding any such obligations to any other member of the Group;
- (b) excluding indebtedness under any shareholder loan;
- (c) including, in the case of Finance Leases only, their capitalised value;

- (d) deducting the aggregate amount of Cash and Cash Equivalents held by any member of the Abenewco1 Group at that time;
- (e) deducting Financial Investments;
- (f) deducting indebtedness owing by a member of the Abenewco1 Group on a non-recourse basis;
- (g) deducting all contingent liabilities under a guarantee, indemnity, bond, standby or documentary letter of credit unless the underlying liability covered by such instrument has become due and payable and remains unpaid; and
- (h) deducting any earn out arrangement or deferred consideration in relation to an acquisition permitted under the Finance Documents,

and so that no amount shall be included or excluded more than once.

"Debt" means any NBF Debt, NM2 Debt, Senior OM Debt, Junior OM Debt or Claimant Debt.

"Default Notice" has the meaning given to it in paragraph (c) of Clause 5.2 (*Restructuring Agreement*).

"Designated Parties List" means the Specially Designated Nationals List, the Sectoral Sanctions Identifications List and the Foreign Sanctions Evaders List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or any similar list of sanctioned persons or entities maintained by any Governmental Body.

"Dissolution Companies" means Abencor Brasil Comercio e Logistica de Material Electrico Ltda, Abencor South Africa Pty Ltd, S.A., Abencor Suministros S.A., Abengoa PW I Investments, S.L., Abengoa Research, S.L, Aprovechamientos Energeticos Furesa S.A., NEA Solar Power Ltd ("**NEA Solar**"), Puerto Real Cogeneracion S.A. *en liquidación*, Simosa I.T., S.A., Simosa, Servicios Integrales de Mantenimiento y Operación, S.A., Solargate Electricidad Cuatro, S.A. and Solargate Electricidad Tres, S.A. and each other entity that is permitted to be liquidated, dissolved or disestablished pursuant to the Finance Documents (including under any further waivers obtained under the Finance Documents).

"Divestment Companies" means Iniciativas Hidroeléctricas, S.A. ("**IHSA**"), Société d' Eau Dessalée d' Agadir, S.A. ("**SEDA**"), Kai Garib Solar Pty Limited ("**Kai Garib SPV**") and Kai Garib O&M Pty Limited ("**Kai Garib O&M**").

"Discontinued Companies" means each company that was a day one Abengoa Group Guarantor, NM2/NBF Independent Collateral Debtor, NM2 Priority Collateral Debtor, EPC Sub-Group Debtor or Guarantor (as defined in the NM2 Facilities Agreement) (as applicable) under the Finance Documents, and is no longer a party to the Finance Documents in that capacity, or it is contemplated such entity will resign in such capacity prior to 31 March 2019, as listed in Schedule 16 (*Discontinued Companies*).

"Effective Date" means the date specified in the notice delivered by the Lock-Up Agent under Clause 2 (*Effective Date*).

"End Date" means the earlier of the Termination Date and the Long-Stop Date.

"English Court" means the High Court of Justice in England and Wales.

"Exit Notice" means a document substantially in the form set out in Schedule 7 (*Form of Exit Notice*).

"Fee Letters" means each written fee arrangement or each fee letter, as the case may be, between the Company and each of:

- (a) Milbank, Tweed, Hadley & McCloy LLP and Gómez Acebo & Pombo Abogados, S.A. (the **"SOM Advisor Fee Letters"**);
- (b) Weil, Gotshal & Manges (London) LLP and Cuatrecasas Goncalves Pereira S.L.P. (the **"NM2 Advisor Fee Letters"**);
- (c) Uría Menéndez Abogados, S.L.P. and Sullivan & Cromwell LLP (the **"NBF Advisor Fee Letters"**);
- (d) Linklaters S.L.P.; and
- (e) Lucid Issuer Services Limited.

"Finance Documents" means the NM2 Finance Documents, the NBF Finance Documents, the Senior OM Finance Documents and the Junior OM Finance Documents.

"Finance Lease" means any lease or hire purchase contract, a liability under which would, in accordance with the Accounting Principles, be treated as a balance sheet liability (other than a lease or hire purchase contract which would, in accordance with the Accounting Principles in force prior to 1 January 2019 have been treated as an operating lease) which constitutes Permitted Debt for the purposes of the NM2 Debt].

"Financial Investments" means the marketable securities, loans, deposits and other financial accounts receivables considered as non-derivative financial assets, with a maturity period of less than twelve months which constitutes Permitted Debt for the purposes of the NM2 Debt.

"Financial Restructuring" means the financial restructuring in relation to the Group as contemplated by the Term Sheets.

"Group Intercreditor Agreement" means the intercreditor agreement dated 28 March 2017 between among others the Company and certain other members of the Group as debtors and Agensynd, S.L., as inter alia, the NM2 Facility Agreement, Common Senior OM Agent and Common Junior OM Agent.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency of such body, or any court or arbitrator (public or private).

"Homologation" has the meaning given to it in paragraph (c) of Clause 4 (*Participants' rights and obligations*).

"Increase Notice" means a document substantially in the form set out in Schedule 5 (*Form of Increase Notice*).

"Insolvency Event" has the meaning given to it in the Group Intercreditor Agreement, however excluding (i) the Necessary Insolvency Petition, and (ii) those insolvency petitions permitted by the relevant creditors pursuant to the Finance Documents and NM1/3 Finance Documents.

"Intellectual Property" means:

- (a) any patents, trade marks, logos, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions,

confidential information, knowhow and other *intellectual* property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

"Interim Facility Agreement" means the syndicated facility agreement for €65,000,000 entered into on 27 November 2017 between Abenewco1 as borrower, Abengoa, certain other companies within its group as guarantors and certain entities as lenders with Agensynd acting as Agent, as amended on 30 May 2018.

"Junior OM Common Terms Agreement" means the junior old money common terms agreement executed on 28 March 2017 between Abenewco 2 as Borrower, Abengoa, S.A., certain other companies within its group as guarantors and certain entities as lenders with Agensynd acting as Common Junior OM Agent.

"Junior OM Debt" means, at any time, all amounts then outstanding under and in respect of the Junior OM Common Terms Agreement.

"Junior OM Term Sheet" means the term sheet reflecting the main terms and conditions for the restructuring of the Junior OM Debt (which shall maintain the ranking given to the Junior OM Debt in the Group Intercreditor Agreement), as agreed between the Ad Hoc Committee and the Company to be scheduled to this Agreement within five (5) Business Days as from the date hereof as Schedule 10 (*The JOM Term Sheet*).

"Key Company Parties" means each of the Company, Abengoa AbeNewco 1, S.A.U., Abengoa AbeNewco 2, S.A.U. and A3T Luxco 2 S.A.

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"Litigation Schedule" means the schedule setting out all litigation, arbitration or administrative proceedings before any court, arbitral body or agency in relation to claims above €500,000 in respect of any member of the Group, as set out in Schedule 12 (*Litigation Schedule*).

"Locked-Up Debt" means the Locked-Up NBF Debt, the Locked-Up NM2 Debt, the Locked-Up Senior OM Debt, Locked-Up Junior OM Debt and the Locked-Up Claimant Debt.

"Locked-Up Claimant Debt" means:

- (a) in relation to an Original Participating Claimant, the amount certified to the Tabulation Agent and Lock-Up Agent on the date that Original Participating Claimant becomes a Party to this Agreement and the amount of any other Claimant Debt transferred to it after the date of this Agreement; and
- (b) in relation to any other Participating Claimant, the amount set opposite its name under the heading "Locked-Up Claimant Debt" in any Accession Letter executed by it under this Agreement and the amount of any other Claimant Debt transferred to it after the date of that Accession Letter.

in each case to the extent such Claimant Debt is outstanding and save as otherwise transferred, assigned or otherwise disposed of by it in accordance with this Agreement.

"Locked-Up Junior OM Debt" means:

- (a) in relation to an Original Participating Junior OM Creditor, the amount certified to the Tabulation Agent and Lock-Up Agent on the date that Original Participating Junior OM Creditor becomes a Party to this Agreement and the amount of any other Junior OM Debt transferred to it after the date of this Agreement; and
- (b) in relation to any other Participating Junior OM Creditor, the amount set opposite its name under the heading "Locked-Up Junior OM Debt" in any Accession Letter executed by it under this Agreement and the amount of any other Junior OM Debt transferred to it after the date of that Accession Letter.

in each case to the extent such Junior OM Debt is outstanding and save as otherwise transferred, assigned or otherwise disposed of by it in accordance with this Agreement.

"Locked-Up NBF Debt" means:

- (a) in relation to an Original Participating NBF Creditor, the amount certified to the Tabulation Agent and Lock-Up Agent on the date that Original Participating NBF Creditor becomes a Party to this Agreement and the amount of any other NBF Debt transferred to it after the date of this Agreement; and
- (b) in relation to any other Participating NBF Creditor, the amount set opposite its name under the heading "Locked-Up NBF Debt" in any Accession Letter executed by it under this Agreement and the amount of any other NBF Debt transferred to it after the date of that Accession Letter,

in each case to the extent such NBF Debt is outstanding and save as otherwise transferred, assigned or otherwise disposed of by it in accordance with this Agreement.

"Locked-Up NM2 Debt" means:

- (a) in relation to an Original Participating NM2 Creditor that is not a Noteholder, the amount certified to the Tabulation Agent and Lock-Up Agent on the date that Original Participating NM2 Creditor becomes a Party to this Agreement and the amount of any other NM2 Debt transferred to it after the date of this Agreement;
- (b) in relation to an Original Participating NM2 Creditor that is a Noteholder, the amount certified to the Tabulation Agent and Lock-Up Agent on the date that Original Participating NM2 Creditor becomes a Party to this Agreement and the amount of any other NM2 Debt transferred to it after the date of this Agreement; and
- (c) in relation to any other Participating NM2 Creditor, the amount set opposite its name under the heading "Locked-Up NM2 Debt" in any Accession Letter executed by it under this Agreement and the amount of any other NM2 Debt transferred to it after the date of that Accession Letter,

in each case to the extent such NM2 Debt is outstanding and save as otherwise transferred, assigned or otherwise disposed of by it in accordance with this Agreement.

"Locked-Up Senior OM Debt" means:

- (a) in relation to an Original Participating Senior OM Creditor, the amount certified to the Tabulation Agent and Lock-Up Agent on the date that Original Participating Senior OM Creditor becomes a Party to this Agreement and the amount of any other Senior OM Debt transferred to it after the date of this Agreement; and

(b) in relation to any other Participating Senior OM Creditor, the amount set opposite its name under the heading "Locked-Up Senior OM Debt" in any Accession Letter executed by it under this Agreement and the amount of any other Senior OM Debt transferred to it after the date of that Accession Letter.

in each case to the extent such Senior OM Debt is outstanding and save as otherwise transferred, assigned or otherwise disposed of by it in accordance with this Agreement.

"Long-Stop Date" means 31 January 2019 or such later date as may be agreed by the Company and the Ad Hoc Committee.

"NBF Debt" means, at any time, all amounts then outstanding under and in respect of the NB Facilities and the Interim Facility Agreement.

"NB Facility Agreement" means the syndicated bonding facilities for a maximum amount of €322,641,956.60 entered into on 17 March 2017 by Abenewco 1, Abengoa, S.A. certain companies of its Group as guarantors, Banco Santander, S.A. as Fronting Entity and the financial entities named therein.

"Necessary Insolvency Petition" means the necessary insolvency petition (*solicitud de concurso necesario*) requested by certain holders of refinanced notes before the Mercantile Court of Seville, as detailed in Schedule 14 (*Necessary Insolvency Petition*) to this Agreement.

"NM2 Ad Hoc Committee" means KKR, BlueMountain and Santander in connection with the Financial Restructuring.

"NM2 Conditions" means each of the conditions precedent and other conditions to the Phase 1 Completion Date each as set out in the NM2 Term Sheet, including (without limitation) any internal or third party approval, consent or waiver contemplated in the NM2 Term Sheet or the receipt of documentary or other evidence to the satisfaction of the NM2 Ad Hoc Committee or the A3T Bondholder or any other party (as applicable) as contemplated by the NM2 Term Sheet.

"NM2 Debt" means, at any time, all amounts then outstanding under and in respect of the NM2 Facility and NM2 Notes.

"NM2 Facility Agreement" means the €223.253.378,96 syndicated facility agreement entered into on 17 March 2017 between Abenewco 1, as borrower, Abengoa, S.A., certain other companies within its group as guarantors, certain entities named therein as lenders and Agensynd as Agent.

"NM2 Term Sheet" means the term sheet in the form set out in Schedule 8 (*NM2 Term Sheet*).

"Original Participating Claimants" means each Claimant that becomes party to this Agreement on or prior to the Effective Date.

"Original Participating Junior OM Creditors" means each Junior OM Creditor that becomes party to this Agreement on or prior to the Effective Date.

"Original Participating NBF Creditors" means each NBF Creditor that becomes party to this Agreement on or prior to the Effective Date.

"Original Participating NM2 Creditors" means each NM2 Creditor that becomes party to this Agreement on or prior to the Effective Date.

"Original Participating Senior OM Creditors" means each Senior OM Creditor that becomes party to this Agreement on or prior to the Effective Date.

"Original Participants" means the Original Participating NBF Creditors, the Original Participating NM2 Creditors, the Original Participating Senior OM Creditors, Original Participating Junior OM Creditors and the Original Participating Claimants.

"Participants" means the Participating NBF Creditors, the Participating NM2 Creditors and, if applicable, the Participating Senior OM Creditors, Participating Junior OM Creditors and the Participating Claimants.

"Participating Claimant" means:

- (a) any Original Participating Claimant; and
- (b) any Additional Participating Claimant,

which, in each case, has not ceased to be a Participating Claimant in accordance with the terms of this Agreement.

"Participating Junior OM Creditor" means:

- (a) any Original Participating Junior OM Creditor; and
- (b) any Additional Participating Junior OM Creditor,

which, in each case, has not ceased to be a Participating Junior OM Creditor in accordance with the terms of this Agreement.

"Participating NBF Creditor" means:

- (a) any Original Participating NBF Creditor; and
- (b) any Additional Participating NBF Creditor,

which, in each case, has not ceased to be a Participating NBF Creditor in accordance with the terms of this Agreement.

"Participating NM2 Creditor" means:

- (a) any Original Participating NM2 Creditor; and
- (b) any Additional Participating NM2 Creditor,

which, in each case, has not ceased to be a Participating NM2 Creditor in accordance with the terms of this Agreement.

"Participating Senior OM Creditor" means:

- (a) any Original Participating Senior OM Creditor; and
- (b) any Additional Participating Senior OM Creditor,

which, in each case, has not ceased to be a Participating Senior OM Creditor in accordance with the terms of this Agreement.

"Party" means a party to this Agreement.

"Phase 1" means:

- (a) the restructuring of the NM2 Facility, the NM2 Notes and the NBF Debt;

- (b) the issuance of the A3T Convertible Bond and the execution of the Put Option Agreement (as defined in the NM2 Term Sheet);
- (c) the issuance of the New Bonding Line (as defined in the NM2 Term Sheet);
- (d) the issuance of the Reinstated Debt (as defined in the NM2 Term Sheet); and
- (e) the issuance of Abenewco1 Mandatory Convertibles (as defined in the NM2 Term Sheet),

in accordance with the terms of the Restructuring Agreement and the Financial Restructuring.

"Phase 1 Completion Date" means the date on which the Phase 1 has been completed in accordance with the terms of the Restructuring Agreement and the Financial Restructuring.

"Profitable Contract" means an engineering, procurement and construction (EPC) contract entered into by Abenewco1's subsidiaries on or following 28 March 2017 that has operating profit that exceeds €5,000,000 after taking into account any payments for any liabilities arising in connection with the contract and any other associated costs.

"Regulator" means any merger control or tax authority or any other regulatory body which has jurisdiction in respect of any material aspect of the Financial Restructuring.

"Representative" means the NB Facilities Agent, NM2 Facility Agent, the Common Senior OM Agent and the Common Junior OM Agent (as applicable).

"Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim; and
- (c) similar principles, rights and defences under the laws of any relevant jurisdiction.

"Restructuring Agreement" means the agreement to be entered into between the Parties setting out the terms and steps for the implementation of the Financial Restructuring, including, for the avoidance of doubt, Phase 1.

"Restructuring Documents" means this Agreement, the Restructuring Agreement and all other documents, agreements and instruments necessary or desirable to implement or consummate the Financial Restructuring in accordance with the Restructuring Proposal Documents.

"Restructuring Proposal Documents" means:

- (a) this Agreement;
- (b) any Accession Letter;
- (c) the NM2 Term Sheet;
- (d) the Senior OM Term Sheet; and
- (e) the Junior OM Term Sheet.

"Senior OM Debt" means, at any time, all amounts then outstanding under and in respect of Senior OM Common Terms Agreement.

"Senior OM Common Terms Agreement" means the senior old money common terms agreement executed on 28 March 2017 between Abenewco 2 as Borrower, Abengoa, S.A., certain other companies within its group as guarantors and certain entities as lenders with Agensynd acting as Common Senior OM Agent.

"Senior OM Term Sheet" means the term sheet substantially in the form set out in Schedule 9 (*Senior OM Term Sheet*).

"Simple Majority Participants" means:

- (a) in relation to any matters affecting the NM2 Creditors and NBF Creditors only (but excluding any amendment to any provision affecting maturity, quantum or interest in respect of the NM2 Debt, or any other matter that materially and adversely impacts the SOM Creditors pursuant to the Financial Restructuring provided that any consent to such amendments shall not be unreasonably withheld or delayed and shall not include any amendments to the financial covenants (other than those specifically agreed in the Senior OM Term Sheet) and disenfranchisement provisions in respect of the NM2 Debt and the NBF Debt), (i) the NM2 Ad Hoc Committee and (ii) the Participants whose shares of the available commitments and the amounts then outstanding (including the commitments of the NM2 Ad Hoc Committee) at the time of calculation under the Locked-Up Debt aggregate more than 50.1 per cent. of the aggregate of each of (a) the Locked-Up NBF Debt, and (b) the Locked-Up NM2 Debt; and
- (b) in relation to all other matters, (i) the Ad Hoc Committee and (ii) the Participants whose shares of the available commitments and the amounts then outstanding (including the commitments of the Ad Hoc Committee) at the time of calculation under the Locked-Up Debt aggregate more than 50.1 per cent. of the aggregate of each of (a) the Locked-Up NBF Debt, (b) the Locked-Up NM2 Debt, (c) the Locked-Up Senior OM Debt, (d) the Locked-Up Junior OM Debt, and (e) the Locked-Up Claimant Debt.

"SOM Ad Hoc Committee" means Canyon Partners LLC (on behalf of its participating clients) and Alden Global Capital LLC in connection with the Financial Restructuring.

"SOM Conditions" means each of the conditions precedent as set out in the Senior OM Term Sheet, including (without limitation) any internal or third-party approval, consent or waiver contemplated in the Senior OM Term Sheet or the receipt of documentary or other evidence to the satisfaction of the SOM Ad Hoc Committee.

"Spanish Insolvency Act" means Spanish Insolvency Act 22/2003, of 9 July.

"Sub-Participant's Letter" means a document substantially in the form set out in Schedule 6 (*Form of Sub-Participant's Letter*).

"Super Majority Participants" means:

- (a) in relation to any matters affecting the NM2 Creditors and NBF Creditors only (but excluding any amendment to any provision affecting maturity, quantum or interest in respect of the NM2 Debt, or any other matter that materially and adversely impacts the SOM Creditors pursuant to the Financial Restructuring provided that any consent to such amendments shall not be unreasonably withheld or delayed and shall not

include any amendments to the financial covenants (other than those specifically agreed in the Senior OM Term Sheet) and disenfranchisement provisions in respect of the NM2 Debt and the NBF Debt), (i) the NM2 Ad Hoc Committee and (ii) Participants whose shares of the available commitments and the amounts then outstanding (including the commitments of the NM2 Ad Hoc Committee) at the time of calculation under the Locked-Up Debt aggregate more than 66⅔ per cent. of the aggregate of each of (a) the Locked-Up NBF Debt and (b) the Locked-Up NM2 Debt; and

- (b) in relation to all other matters, (i) the Ad Hoc Committee and (ii) Participants whose shares of the available commitments and the amounts then outstanding (including the commitments of the Ad Hoc Committee) at the time of calculation under the Locked-Up Debt aggregate more than 66⅔ per cent. of the aggregate of each of (a) the Locked-Up NBF Debt, (b) the Locked-Up NM2 Debt, (c) the Locked-Up Senior OM Debt, (d) the Locked-Up Junior OM Debt, and (e) the Locked-Up Claimant Debt.

"Term Sheets" means the NM2 Term Sheet, the Senior OM Term Sheet and the Junior OM Term Sheet.

"Termination Date" means the date on which this Agreement is terminated in accordance with Clause 13 (*Termination*).

"Total Net Leverage Ratio" means, as at the date of this Agreement, the ratio of (a) Consolidated Total Net Debt at 30 September 2018 (b) the aggregate amount of Consolidated EBITDA as at 30 September 2018.

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

1.2 Construction

- (a) Unless a contrary indication appears:
- (i) the principles of construction set out in clause 1.2 of the Group Intercreditor Agreement are incorporated into this Agreement;
 - (ii) any reference in this Agreement to the "Lock-Up Agent", any "Participating Claimant", "Participating Junior OM Creditor", any "Participating NBF Creditor", any "Participating NM2 Creditor", any "Participating Senior OM Creditor", any "Creditor", any "Party", any "Participant" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (iii) any reference to any "insolvency proceeding" includes, without limitation, a *declaración de concurso*, necessary or voluntary (*necesario o voluntario*), any notice to a competent court pursuant to Article 5 *bis* of the Spanish Insolvency Law and its "*solicitud de inicio de procedimiento de concurso*", "*admisión a trámite de concurso*", "*auto de declaración de concurso*", "*convenio judicial o extrajudicial con acreedores*" and "*transacción judicial o extrajudicial*";
 - (iv) any reference to a provision of law is a reference to that provision as amended or re-enacted; and
 - (v) any reference to a time of day is a reference to London time.

(b) Section, Clause and Schedule headings are for ease of reference only.

1.3 Third Party Rights

Unless expressly set out herein, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

2 Effective Date

- (a) In respect of each Company Party, the Lock-Up Agent, Tabulation Agent and the Existing Agent, this Agreement shall become effective upon the date on which it is signed by that Company Party, the Lock-Up Agent, Tabulation Agent and the Existing Agent.
- (b) Subject to paragraphs (e) and (h) of this Clause 2, the terms of this Agreement shall become binding and effective on all Parties on the Effective Date.
- (c) The Effective Date shall occur on the date on which:
- (i) the Tabulation Agent confirms to the Lock-Up Agent in relation to the Parties to this Agreement that are Noteholders, the amount of Locked-Up Debt that constitutes Locked-Up NBF Debt, Locked-Up NM2 Debt and Locked-Up Senior OM, and the Lock-Up Agent confirms to the Company that the Parties to this Agreement constitute at least (in respect of all Creditors):
 - (A) the Participating NBF Creditors whose Locked-Up NBF Debt aggregates more than 66⅔ per cent. of all the NBF Lender Liabilities (including all liabilities owing under the Interim Facility Agreement);
 - (B) the Participating NM2 Creditors whose Locked-Up NM2 Debt aggregates more than 66⅔ per cent. of all the NM2 Facility Lender Liabilities and NM2 Notes Liabilities; and
 - (C) the Participating Senior OM Creditors whose Locked-Up Senior OM Debt aggregates least 66⅔ per cent. of all the Senior OM Facility Lender Liabilities and Senior OM Notes Liabilities;
 - (ii) the Condition Precedent set out in paragraph 3.2 of Schedule 11 (*Conditions Precedent*) with respect to:
 - (A) the SOM Advisor Fee Letters has been satisfied or waived in a form and substance satisfactory to the SOM Ad Hoc Committee, and the same confirmed to the Lock-Up Agent;
 - (B) the NM2 Advisor Fee Letter, has been satisfied or waived in a form and substance satisfactory to KKR and BlueMountain, and the same confirmed to the Lock-Up Agent;
 - (C) the NBF Advisor Fee Letter, has been satisfied or waived in a form and substance satisfactory to Santander, and the same confirmed to the Lock-Up Agent; and
 - (iii) the Lock-Up Agent (acting on the instructions of the NM2 Ad Hoc Committee) has confirmed to the Company that the Conditions Precedent have been satisfied or waived in a form and substance satisfactory to the NM2 Ad Hoc Committee.

- (d) The Lock-Up Agent shall promptly notify each of the other Parties of the occurrence of the Effective Date and shall specify in that notice the Effective Date.
- (e) From the date of this Agreement:
- (i) paragraphs (a), (b) and (d) of Clause 7.1 (*Restrictions on Participants*) and Clause 3.2 (*Additional Consents*) shall become effective in respect of each Original Participant (or, to the extent an Original Participant has not signed this Agreement, (y) from the date such Original Participant who is a Lender delivers a duly signed Accession Letter to the Lock-Up Agent pursuant to paragraph (f) below, (z) from the date the Tabulation Agent signs this Agreement regarding such Original Participants who are Noteholders and have delivered the corresponding instructions to the Tabulation Agent pursuant to paragraph (g) below);
 - (ii) the Lock-Up Agent shall perform any collection and/or notification obligations in relation to confirmations of the satisfaction of the Conditions Precedent, notifications of the occurrence of the Effective Date and the execution of any Accession Letters (in relation to the Parties to this Agreement that are Lenders) under this Clause 2 and Clause 7.1 (*Restrictions on Participants*); and
 - (iii) the Tabulation Agent shall perform any collection and/or notification obligations in relation to confirmations of the debt positions of the Participating Creditors and the execution of any Accession Letters (in relation to the Parties to this Agreement that are Noteholders) under this Clause 2 and Clause 7.1 (*Restrictions on Participants*).
- (f) Following the date of this Agreement, any Claimant, Junior OM Creditor, NBF Creditor, NM2 Creditor or Senior OM Creditor who is a Lender and is not a Party may accede to this Agreement as an Original Participant by delivering to the Lock-Up Agent a duly completed and executed Accession Letter. By delivering a duly completed and executed Accession Letter, such Claimant, Junior OM Creditor, NBF Creditor, NM2 Creditor or Senior OM Creditor agrees to be bound by and to comply with paragraphs (a), (b) and (d) of Clause 7.1 (*Restrictions on Participants*) and Clause 3.2 (*Additional Consents*) of this Agreement from the date of such Accession Letter, and following the Effective Date, agrees to be bound by all terms of this Agreement.
- (g) Following the date of this Agreement, any NM2 Noteholder, Senior OM Noteholder and Junior OM Noteholder may accede to this Agreement as an Original Participant by delivering to the Tabulation Agent irrevocable instructions in response to the lock-up accession corporate event that the Tabulation Agent will launch through the relevant clearing systems and the Tabulation Agent delivering to the Lock-Up Agent a confirmation as per paragraph (c)(i) above in connection with such instructions and signing this Agreement. By so instructing the Tabulation Agent to accede to this Agreement on their behalf, each NM2 Noteholder, Senior OM Noteholder and Junior OM Noteholder has irrevocably undertaken to be bound by and to comply with paragraphs (a), (b) and (d) of Clause 7.1 (*Restrictions on Participants*) and Clause 3.2 (*Additional Consents*) of this Agreement from the date the Tabulation Agent signs this Agreement, and following the Effective Date, irrevocably undertakes to be bound by all, and be liable to carry out all actions required by, the terms of this Agreement and any amendments made to this Agreement in accordance with its terms in its relevant capacity as a Participating NM2 Creditor, Participating Senior OM Creditor and/or Participation Junior OM Creditor (as applicable).

The Company, through the said lock-up accession corporate event, will require that each NM2 Noteholder, Senior OM Noteholder and Junior OM Noteholder undertakes to provide,

the Company a duly completed and executed Accession Letter no later than five (5) Business Days after the Effective Date. For the avoidance of doubt, only the electronic instructions submitted through the clearing systems in relation to the lock-up accession corporate event will be taken into account by the Tabulation Agent towards the confirmation of the majorities referred to in paragraph (c)(i) above and, accordingly, failure by any NM2 Noteholder, Senior OM Noteholder and Junior OM Noteholder to provide the Company with a duly completed and executed Accession Letter will not affect the validity or irrevocability of such instructions or the validity or effectiveness of this Agreement.

- (h) By signing this Agreement pursuant to paragraph (e)(i) above, each Original Participant who is a NM2 Noteholder, Senior OM Noteholder or Junior OM Noteholder confirms that, it:
- (i) has provided the Tabulation Agent (in the form agreed with the Tabulation Agent), which in turn will provide it to the Lock-Up Agent, with the following information:
 - (A) its name, email address, domicile and telephone number;
 - (B) a breakdown of its holdings of its Locked-Up NM2 Debt that constitutes NM2 Notes Liabilities, its Locked-Up Senior OM Debt that constitutes Senior OM Notes Liabilities and/or its Locked-Up Junior OM Debt that constitutes Junior OM Notes Liabilities (as applicable) and, if so indicated by the relevant creditor, its debt position insured by a third party for the purposes of not being bound in any way by this Agreement until the relevant creditor has confirmed having received the authorisation from the relevant insurance provider to accede and bind such insured debt to this Agreement (which it shall do promptly upon receipt of such authorisation); and
 - (C) has provided the Tabulation Agent with the name of the custodian or the prime brokers of its Locked-Up NM2 Debt that constitutes NM2 Notes Liabilities, its Locked-Up Senior OM Debt that constitutes Senior OM Notes Liabilities and/or its Locked-Up Junior OM Debt that constitutes Junior OM Notes Liabilities (as applicable) and the securities account number at Euroclear or Clearstream, Luxembourg (as applicable) where such debt is held; and
 - (ii) undertakes to promptly deliver to the Tabulation Agent appropriate instructions through the lock-up accession corporate event that the Tabulation Agent will launch through the relevant clearing systems in order to accede to this Agreement, as provided in paragraph (g) above.
- (i) Any information that the Tabulation Agent shall submit to the Lock-Up Agent in relation with this Clause 2 shall be submitted to the Lock-Up Agent on a weekly basis (or within any shorter term agreed between the Tabulation Agent and the Lock-Up Agent).

3 Relationship with other documents

3.1 Confirmations

- (a) Until the End Date, unless a contrary indication appears in this Agreement, the Parties shall continue to comply with the relevant Finance Documents applicable to it, provided that in the event of any inconsistency between any such agreement and this Agreement in relation to any obligation of, or restriction on, each Company Party and any member of the Group, this Agreement shall prevail.

- (b) The Parties agree and acknowledge that nothing in this Agreement will affect the Transaction Security which shall, for the avoidance of doubt, continue in full force and effect subject to any amendment or release agreed in accordance with the Finance Documents or the Restructuring Proposal Documents.
- (c) The Restructuring Proposal Documents set out the Parties' entire understanding of the Financial Restructuring and supersedes any previous agreement between any of the Parties with respect to the Financial Restructuring, and any such previous agreement shall cease to be binding on the Parties.
- (d) The Senior OM Creditors and the Junior OM Creditors agree that the entry into this Agreement constitutes an Event of Default pursuant to paragraph (b)(i) of clause 5.1.10 (Insolvency) of Schedule 4 (*Representations, Undertakings and Events of Default*) of the Senior OM Common Terms Agreement ("**SOM EoD**"), and, but for the waiver of such default granted by the Parties pursuant to this Agreement, would also cause an Event of Default pursuant to paragraph (c) of clause 17.2 (*Cross acceleration*) of the Junior OM Common Terms Agreement ("**JOM EoD**"). The Parties hereby agree that any such Event of Default that arises solely in connection with any Company Party's entry into this Agreement are waived until the occurrence of the End Date (and in any event, note that pursuant to the terms and conditions of clause 31.6 (*Deemed consent*) of the Group Intercreditor Agreement, to the extent that the NM2 EoD or the NBF EoD are waived by the NM2 Creditors and the NBF Creditors, the Senior OM Creditors and the Junior OM Creditors will be deemed to have consented to an equivalent waiver of the SOM EoD and the JOM EoD).
- (e) The NM2 Creditors and the NBF Creditors (expressly including the creditors under the Interim Facility Agreement) agree that the entry into this Agreement constitutes an Event of Default pursuant to paragraph (a) of clause 17.1.12 (*Insolencia*) of the NM2 Facility Agreement ("**NM2 EoD**") and under paragraph (g) of clause 14.1 (*Supuestos de vencimiento anticipado*) of the NB Facility Agreement ("**NBF EoD**"). The Parties hereby agree that any such Event of Default that arises solely in connection with any Company Party's entry into this Agreement are waived until the occurrence of the End Date.

3.2 Additional Consents

By entering into this Agreement the NM2 Creditors and the NBF Creditors (expressly including the creditors under the Interim Facility Agreement) consent to each consent, waiver and amendment set out in the Consent Schedule (and in respect of the consents and waivers described in paragraphs (a) to (d) of Part I of the Consent Schedule, it is noted that pursuant to the terms and conditions of Clause 31.6 (*Deemed consent*) of the Group Intercreditor Agreement, the Senior OM Creditors and the Junior OM Creditors will be deemed to have consented to an equivalent consent).

4 Participants' rights and obligations

- (a) The obligations of each Participant under this Agreement are several. Failure by a Participant to perform its obligations under this Agreement does not affect the obligations of any other Party under this Agreement. No Participant is responsible for the obligations of any other Participant under this Agreement.
- (b) The rights of each Participant under or in connection with this Agreement are separate and independent rights. A Participant may separately enforce its rights under this Agreement.

- (c) By executing this Agreement and notwithstanding any term to the contrary in any Finance Document, each Participant acknowledges and submits to the jurisdiction of the Courts of Seville in respect of any homologación judicial ("Homologation") used to implement the Financial Restructuring and agrees that it shall enter an appearance formally if required by the Courts of Seville in connection with the Homologation.

5 General undertakings

5.1 Support for the Financial Restructuring

Until the End Date and subject to Clauses 2 (*Effective Date*), 5.2 (*Restructuring Agreement*), 8 (*Limitations on undertakings*) and 21 (*Remedies and waivers*):

- (a) each Party shall promptly take all actions which it is reasonably requested by the Company or the Ad Hoc Committee (or, in respect of matters as between the NM2 Creditors only, the Company or the NM2 Ad Hoc Committee) to take, in order to support, facilitate, implement, consummate or otherwise give effect to the Financial Restructuring, provided that no Party shall be required to take an action that is either inconsistent with (i) its relevant Term Sheet or (ii) the relevant Restructuring Proposal Documents taken as a whole, including:
- (i) providing all information including, without limitation, as to the status of any consents or corporate approvals required (unless such information is subject to an obligation of confidentiality owed to a third party in which case the relevant Party shall promptly use its reasonable endeavours to procure the consent of the beneficiary of that obligation of confidentiality to allow such disclosure of information to be made) and views and taking all actions which it is reasonably requested to provide or take;
 - (ii) executing any document and giving any notice, order or direction necessary or desirable to support, facilitate, implement, consummate or otherwise give effect to the Financial Restructuring;
 - (iii) preparing, executing and delivering those Restructuring Documents to which it will be a party;
 - (iv) on a timely basis, preparing and filing for any legal process or proceedings contemplated by the Restructuring Proposal Documents;
 - (v) voting (or causing the relevant person to vote, to the extent it is legally entitled to cause that person to vote) and exercising any powers or rights available to it (including in any board, shareholders' or creditors' meeting or in any process requiring voting or approval) irrevocably and unconditionally in favour of:
 - (a) any matter requiring approval under the Finance Documents; or
 - (b) any amendment, waiver, consent or other proposal,in each case, as reasonably necessary or desirable to support, facilitate, implement, consummate or otherwise give effect to the Financial Restructuring;

- (vi) instructing counsel to support petitions or applications to any court to facilitate, implement, consummate or otherwise give effect to the Financial Restructuring;
- (vii) providing other necessary instructions to its counsel and the Company's Counsel;
- (viii) not voting, or allowing any proxy appointed by it to vote in favour of any scheme, liquidation application, compromise or any restructuring plan, insolvency proceedings, amendment, waiver, consent or other proposal which would:
 - (a) be inconsistent with, or otherwise delay, impede, frustrate or prevent the implementation of, the Financial Restructuring; or
 - (b) breach or be inconsistent with any term of the Restructuring Proposal Documents;
- (ix) providing any other instructions that are reasonably necessary or desirable to facilitate, implement or otherwise give effect to the Financial Restructuring; and
- (x) no Party shall:
 - (A) take, encourage, assist or support (or procure that any other person takes, encourages, assists or supports) any action which would, or would reasonably be expected to, breach or be inconsistent with this Agreement or the Restructuring Proposal Documents taken as a whole, or delay, impede or prevent the implementation or consummation of the Financial Restructuring, including opposing the making of any temporary restraining order, or other similar injunctive relief, necessary or desirable to implement or consummate, the Financial Restructuring; or
 - (B) to the extent entitled by law, take any action against any creditor, Representative, Security Agent (or any agent, trustee or receiver acting on behalf of such creditor, Representative or Security Agent) to challenge the basis on which any sale or disposal is to take place pursuant to and in accordance with the Financial Restructuring,

provided that nothing in this Agreement shall impose any obligations on any Participant to waive, treat as satisfied or agree any of the NM2 Conditions or the SOM Conditions except to the extent expressly provided in the Term Sheets.

5.2 Restructuring Agreement

- (a) The Company and the Ad Hoc Committee shall enter into negotiations with a view to agreeing the Restructuring Agreement, in a form consistent in all material respects with the Restructuring Proposal Documents, in order to execute the Restructuring Agreement on or prior to the Long-Stop Date.
- (b) Upon confirmation that the Restructuring Agreement has been agreed in accordance with paragraph (a) above and each of the conditions precedent to signing have been satisfied or waived in accordance with their terms, and provided legally permissible:

- (i) the Company, each Company Party and each Participant other than those referred in paragraph (ii) below shall, not later than the Long-Stop Date, execute the Restructuring Agreement and instruct its legal counsel to date and release the Restructuring Agreement;
- (ii) Participants who are NM2 Noteholders, Senior OM Noteholders and Junior OM Noteholders shall consent to execute the Restructuring Agreement by delivering to the Tabulation Agent appropriate instructions through the consent solicitation corporate event that the Tabulation Agent will launch through the relevant clearing systems;
- (iii) the Company, each Company Party and each Participant instruct the Lock-Up Agent to appear on their behalf before the Notary chosen by the Company to raise the Restructuring Agreement to the status of Spanish public document (*documento público*) or, for such Parties that have not or cannot empower the Lock-Up Agent to act on their behalf, appear in front of the Notary to raise the Restructuring Agreement to the status of Spanish public document (*documento público*); and

provided that nothing in this paragraph (b) shall require a Participant to execute and deliver the Restructuring Agreement if it is not in a form which is consistent in all material respects with the Restructuring Proposal Documents (unless such inconsistency has been previously approved and agreed in accordance with the terms of Clause 22 (*Amendments and waivers*)) and agreed between the Company and:

- (A) in respect of the NM2 Term Sheet, the NM2 Ad Hoc Committee; and
 - (B) in respect of all other Restructuring Proposal Documents, the Ad Hoc Committee.
- (c) If, at any time after the date of this Agreement, the Super Majority Participants or the Company reasonably believe in good faith that execution of the Restructuring Agreement will not occur before the Long-Stop Date, including as a result of a failure to reach any agreement or obtain any approval required under this Clause 5 or as a result of the proposed Financial Restructuring not being capable of being effected, the Lock-Up Agent on behalf of the Super Majority Participants or the Company may deliver a notice to the Company or the Lock-Up Agent (as applicable) confirming this (a "**Default Notice**").

5.3 Potential impediments to the Financial Restructuring

- (a) The Company and each Participant shall in good faith attempt to promptly notify the Ad Hoc Committee, the Lock-Up Agent and the Company of any matter or circumstance which it knows, or suspects would reasonably be expected, to be an impediment that cannot be remedied or agreed between the Company and Super Majority Participants to the implementation of the Financial Restructuring or execution of the Restructuring Agreement prior to the Long-Stop Date, unless any other person has already notified the Ad Hoc Committee and the Company of any such matter or circumstance. However, no Participant will have any liability for failing to give any such notice pursuant to this paragraph (a) of Clause 5.3.

- (b) The Ad Hoc Committee may, but shall be under no obligation to, disclose to any Participant any information supplied to it under paragraph (a) above which it considers appropriate to disclose.

5.4 No material non-public information

Each Participant which identifies itself at the time of signing this Agreement or in an Accession Letter as not wanting to receiving material non-public information, confirms to the Company, the Ad Hoc Committee and each other Party that it does not wish to receive any information which may be considered material non-public information which becomes available after the Effective Date.

5.5 Restrictions on enforcement

- (a) Until the End Date and subject to Clause 8 (*Limitations on undertakings*), no Party shall:
 - (i) take any Enforcement Action;
 - (ii) direct or encourage any other person to take any Enforcement Action; or
 - (iii) vote, or allow any proxy appointed by it to vote, in favour of any Enforcement Action, except as permitted by paragraph (b) below.
- (b) Paragraph (a) above shall not prevent or restrict any Party from bringing proceedings of any kind (including Enforcement Actions) necessary or desirable to implement or consummate the Financial Restructuring, provided such action is contemplated by the Restructuring Proposal Documents or has otherwise been approved by the Simple Majority Participants.

5.6 Notification of breaches

- (a) The Company and each Participant shall promptly notify the Lock-Up Agent and the Ad Hoc Committee of:
 - (i) any representation or statement made or deemed to be made by it under this Agreement which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
 - (ii) the details of any breach by it of any undertaking given by it under this Agreement;
 - (iii) any situation which may result in the Company or any Company Party being in an Insolvency Event (excluding any Insolvency Event as it relates to the dissolution of a Dissolution Company) and in any case such notification shall occur prior to the filing of a petition for insolvency proceedings or the 5 Bis Notice;
 - (iv) any developments, decisions, filings or appeals in relation to the Necessary Insolvency Petition; and
 - (v) the dissolution, winding-up, liquidation (voluntary or involuntary) or insolvency of the Affected Abengoa Group Guarantors as a result of the proceedings referred to in paragraph (iv) above.
- (b) The Lock-Up Agent may, but shall be under no obligation to, disclose to any Participant any information supplied to it under paragraph (a) above which it considers appropriate to disclose.

5.7 Sharing of information

Subject to paragraph 5.4 above, to the extent not already required to do so under the terms of a relevant Finance Document, each Party authorises the Lock-Up Agent and the Ad Hoc Committee to forward to, and otherwise share with, the Participants and the Company (as applicable) any original and any copy of any document, instrument, correspondence, communication and any other information relating to or in connection with the Financial Restructuring, the Finance Documents, the Participants, the Company, the Company Parties and the Group, including information with respect to the aggregate amounts outstanding under the relevant Finance Documents at any time (but excluding each individual Creditor's share of amounts outstanding under the relevant Finance Documents at any time) the progress and result of any consent or approval, and information provided for such Party hereunder.

6 Undertakings by the Company

6.1 Implementation of Financial Restructuring

Until the End Date, each Company Party shall (and shall ensure that each other relevant member of the Group will):

- (a) use reasonable endeavours to co-operate and actively assist the Participants and take all necessary or desirable steps and perform any and all actions necessary or desirable or as reasonably requested by the Ad Hoc Committee to support and progress the Financial Restructuring as soon as reasonably possible including, without limitation, executing, delivering and/or filing all documents, agreements, instructions, notices, directions, consents, calling such meetings as may be necessary or desirable to authorise the entry by the Company Parties or any other member of the Group into the Restructuring Agreement and all such other actions required to implement the Financial Restructuring;
- (b) vote in their respective decision and governance bodies in favour of the Financial Restructuring and coherently with the actions to be performed under the Restructuring Proposal Documents, and, in their respective capacities as shareholders of other members of the Group (where applicable) to support the Financial Restructuring by voting in favour in the corresponding shareholders' meetings and sign all documents and contracts necessary for the implementation and good outcome of the Financial Restructuring;
- (c) procure that any of its direct or indirect Subsidiaries who are party to the Restructuring Agreement execute and deliver the Restructuring Agreement as and when provided for in Clause 5.2 (*Restructuring Agreement*) above and shall procure that all its direct and indirect Subsidiaries take all such necessary or desirable action to implement the Financial Restructuring in accordance with the terms of the Restructuring Proposal Documents;
- (d) procure that each Abengoa Group Guarantor execute the Restructuring Agreement;
- (e) request all waivers and amendments of the Finance Documents necessary or advisable under the Restructuring Proposal Documents, and signing all agreements and documents necessary to execute such waivers and amendments;
- (f) prepare, negotiate and agree with the Ad Hoc Committee and, as appropriate, any other relevant parties, in each case in good faith, the Restructuring Agreement in a

form consistent with the Restructuring Proposal Documents in all material respects, so that the Financial Restructuring can be implemented as soon as reasonably practicable following the occurrence of the Effective Date;

- (g) co-operate with and actively assist the Ad Hoc Committee, the Lock-Up Agent and the Participants to implement or consummate the Financial Restructuring provided that such action is not inconsistent with the Restructuring Proposal Documents;
- (h) provide the Ad Hoc Committee with all information which could reasonably be expected to be material to the financial position or prospects of the Group or any individual company which is included in the Financial Restructuring or the implementation or consummation of the Financial Restructuring, including all tax advice received by any member of the Group in relation to the likely tax consequences of the Financial Restructuring, within a timeframe acceptable to the Ad Hoc Committee acting reasonably, and complying with all reasonable requests for information from the Ad Hoc Committee;
- (i) make such senior management and other representatives of each Company Party and each other member of the Group as the Ad Hoc Committee may reasonably request available to assist in all matters in relation to implementation or consummation of the Financial Restructuring at such times as the Ad Hoc Committee may reasonably request;
- (j) keep the Ad Hoc Committee and the Lock-Up Agent regularly (and in any event not less than weekly) informed in relation to the status and progress of the satisfaction of any NM2 Conditions (and, to the extent the Company considers reasonably necessary, any SOM Conditions) and of the Financial Restructuring, including weekly progress in relation to obtaining any necessary or desirable Authorisations to implement or consummate the Financial Restructuring, including any consents from any relevant Regulator, and attending any phone calls reasonably requested by the Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee;
- (k) take all reasonable steps to obtain, or assist the Participants and the Lock-Up Agent to obtain, any necessary or desirable Authorisations to implement or consummate the Financial Restructuring;
- (l) use reasonable endeavours to minimise any negative impact of the Financial Restructuring on the business of the Group, including dealing with any material contracts, licences, Authorisations or Finance Documents which could be terminated or breached as a result of the transactions contemplated by the Restructuring Proposal Documents, and keeping the Ad Hoc Committee informed in relation to such endeavours;
- (m) maintain the ordinary business activity, as developed to the date of this Agreement;
- (n) notify the Ad Hoc Committee promptly upon receipt of any notice from a counterparty to a material contract, material licence, Authorisation or Finance Document that it intends to terminate, or has terminated, such material contract, material licence, Authorisation or Finance Document;
- (o) comply with all reasonable requests by the Ad Hoc Committee for access to the business of the Group in order to complete any due diligence in relation to the Financial Restructuring to the satisfaction of the Simple Majority Participants and within a reasonable timeframe;

- (p) provide or authorise any confirmation (including any reasonable public confirmation) that it fully supports the Financial Restructuring;
- (q) oppose the making of any interim or final interdict or similar injunctive relief restraining the implementation of the Financial Restructuring;
- (r) use reasonable endeavours to satisfy:
 - (i) the Conditions Precedent as soon as reasonably practicable; and
 - (ii) the NM2 Conditions as soon as reasonably practicable and in any event prior to the Long-Stop Date (excluding the holding of any Noteholder meetings required to authorise any aspect of the Financial Restructuring); and
- (s) communicate, expressly and as soon as reasonably practicable, to the Ad Hoc Committee and the Lock-Up Agent the following circumstances:
 - (i) breach of any of the commitments undertaken by virtue of this Agreement and the Restructuring Documents;
 - (ii) the existence of any action or circumstances occurring during the process of negotiating, implementing and executing the Financial Restructuring which may substantially impact on negotiations, on the implementation or on the execution of the Financial Restructuring;
 - (iii) the existence of any information that has the potential to substantially affect (i) their capacity to execute the Financial Restructuring, or (ii) the business, assets or financial position of the Group considered as a whole.

6.2 Undertakings of the Company in relation to A3T

Until the End Date, the Company shall (and shall ensure that each other relevant member of the Group will):

- (a) take all necessary or desirable actions and perform any and all actions necessary or desirable or as reasonably requested by any Participants that are the lenders under the Rolled Over Debt (as defined in the NM2 Term Sheet, and hereinafter referred to as the "**Rolled Over Lenders**") for the purposes of structuring, arranging and implementing a re-financing of A3T in the form of project finance (provided that it shall have no recourse to A3T's direct or indirect shareholders, and recourse shall be limited to the pledge over A3T's shares or over any credit rights arising out of existing indebtedness between A3T and its shareholders) for the purposes of, at least, repaying in full the NM1/3 Debt outstanding on the Phase 1 Completion Date (the "**A3T Project Finance**");
- (b) formalise before 15 January 2019 a mandate letter with a reputed financial institution in relation to the structuring, arrangement, syndication and implementation of the A3T Project Finance;
- (c) provide regular updates to the Rolled Over Lenders and the NM2 Ad Hoc Committee regarding the progress of in respect of the arrangement and implementation of the A3T Project Finance;
- (d) take all necessary or desirable actions to achieve the A3T Completion Date (as that term is defined in the NM1/3 Common Terms Agreement) and each of the conditions comprising it as soon as reasonable practicable;

- (e) refrain from taking any action which may affect the equity value or the enterprise value of A3T, delay the A3T Completion Date or otherwise materially adversely affect A3T; and
- (f) refrain from incurring any kind of Financial Indebtedness or commercial indebtedness in:
 - (i) A3T Luxco 2, other than the A3T Convertible Bond and Rolled Over Debt; and
 - (ii) A3T Luxco 1 or A3T,
 other than:
 - (A) any Financial Indebtedness permitted under the Finance Documents and the NM1/3 Finance Documents, provided such indebtedness does not exceed €1,000,000 per financial quarter; or
 - (B) the A3T Project Finance, provided the proceeds of such financing are applied firstly in prepayment of the NM1/3 Debt.

6.3 Restrictions on the Company

- (a) Until the End Date, the Company shall not (and shall ensure that no other relevant member of the Group will):
 - (i) assign any of its rights or transfer any of its rights or obligations under this Agreement;
 - (ii) subject to the divestment of the Divestment Companies and any permitted divestment pursuant to the viability plan delivered under the NM2 Finance Documents, assign any of its rights or transfer any of its rights or obligations in respect of, or declare or create any trust of any of its rights, title, interest or benefits in respect of its financial or equity interests in the Group (including any monies and other assets owing to it under or in connection with its financial or equity interests in the Group) to, or in favour of, any person except as set out in the Restructuring Agreement and/or the Restructuring Proposal Documents;
 - (iii) subject to the dissolution of the Dissolution Companies, take or consent to the taking of any action which supports or favours any proposed winding-up, dissolution, administration or reorganisation of any member of the Group (including, without limitation, a filing of the 5 bis Notice) or any proposed composition, Homologation, compromise, assignment or arrangement with any creditor of any member of the Group, other than pursuant to the implementation and consummation of the Financial Restructuring;
 - (iv) negotiate with any persons (other than in accordance with the terms of this Agreement) any other restructuring or financing proposal for the Group;
 - (v) take or consent to the taking of or assist or support any action which would breach, hinder or restrict the implementation or consummation of the Financial Restructuring or be inconsistent with the Financial Restructuring, this Agreement or the Finance Documents;
 - (vi) amend or terminate any agreement that is material to the operations of the Group, or which may adversely affect any material aspect of the business; or

- (vii) take or consent to the taking of any material corporate action, including (without limitation):
 - (A) changing the capital structure of any member of the Group, increasing the authorised share capital of any member of the Group, issuing any share to any person, granting to any person any conditional or unconditional option, warrant or other right to call for the issue or allotment of, subscribe for, purchase or otherwise acquire any share of any member of the Group (including any right of pre-emption, conversion or exchange), or altering any right attaching to any share capital of any member of the Group (other than in relation to the reduction in share capital required to be undertaken by A3T HoldCo to ensure that there is no mandatory cause for its dissolution and, with regards to other group companies, provided that such capital reduction is required to be implemented by law¹);
 - (B) declaring or paying any dividend or other distribution or redeeming or reducing all or any part of its share capital, subject to any dividend or distribution or redemption or reduction in share capital for which the prior consent of the requisite majority of creditors has been obtained under the Finance Documents;
 - (C) entering into, amending or terminating any material contract, licence or financing document, subject to any minor or technical amendments and/or any amendment or termination of a material contract, licence or financing document for which the prior consent of the requisite majority of creditors has been obtained under the Finance Documents; and
 - (D) setting or amending the compensation, terms and conditions of employment, any employment agreement, any consulting agreement, any incentive plan of, or voting in favour of any resolution relating to employment or compensation matters with respect to, any member of the board of directors or any committee of the Company or any other member of the Group.
- (b) Paragraph (a) above does not apply to any action:
 - (i) which has the prior consent of the Simple Majority Participants;
 - (ii) which is expressly contemplated by the Restructuring Proposal Documents.

7 Undertakings by the Participants

7.1 Restrictions on Participants

Until the End Date and subject to Clauses 2 (*Effective Date*), 8 (*Limitations on undertakings*) and 21 (*Remedies and waivers*):

- (a) no Participant may assign any of its rights or transfer any of its rights or obligations in respect of, or declare or create any trust of any of its rights, title, interest or benefits in respect of, its Locked-Up Debt or this Agreement (including any monies and other assets owing to it under or in connection with its Locked-Up Debt or this Agreement) to, or in favour of, any person:

¹ As per Clause 16.2.12 NM2 loan agreement.

- (i) except as permitted under the relevant Finance Documents; and
 - (ii) to the extent that the transferee is not already a Participant, unless and until that person delivers to the Lock-Up Agent a duly completed and signed Accession Letter in respect of the Locked-Up Debt;
- (b) no Participant shall sub-participate any of its rights in respect of its Locked-Up Debt:
- (i) except as permitted under the relevant Finance Documents; and
 - (ii) to the extent that the proposed sub-participant is not already a Participant, unless and until the sub-participant delivers to the Company a duly completed and signed Sub-Participant's Letter in respect of the relevant Debt,

noting that at all times that that Participant shall retain all voting rights held in respect of any Locked-Up Debt that has been sub-participated, and neither the Lock-Up Agent nor the Tabulation Agent shall take any instructions from a sub-participant;

- (c) no Participant shall vote, or allow any proxy appointed by it to vote, in respect of its Locked-Up Debt in favour of any amendment, waiver, consent or other proposal which would breach or be inconsistent with this Agreement; and
- (d) each Participant shall promptly notify the Lock-Up Agent (or in respect of Noteholders only, the Tabulation Agent) and the Company of:
- (i) any increase or decrease in the amount of its Locked-Up Debt in any Accession Letter, and deliver an Increase Notice in respect of any increase in the amount of its Locked-Up Debt; and
 - (ii) any change in its domiciliation.
- (e) If, as a result of any assignment or transfer made in accordance with paragraph (a) above, any Participant ceases to hold any Locked-Up Debt, such Participant will be released from any future obligations under this Agreement following:
- (i) the delivery of an Exit Notice to the Lock-Up Agent; and
 - (ii) the date of such assignment or transfer,

and will cease to be Party solely in such capacity, provided that the obligations of the remaining Parties shall continue as regards each other subject to the terms of this Agreement.

7.2 Purchase of Debt

Nothing in this Agreement shall:

- (a) prevent any Participant from buying any Debt (including Locked-Up Debt) in addition to its already held Locked-Up Debt, and any such Debt or additional Locked-Up Debt shall become Locked-Up Debt attributable to such Participant;
- (b) limit the ability of a Participant in its separate capacity as a broker-dealer (but only when acting in its capacity as a market-maker (with appropriate information barriers) in respect of any Debt which is not its Locked-Up Debt) to buy or sell Debt after the date it executes this Agreement or an Accession Letter; or

- (c) require a market-maker that acquires any Locked-Up Debt with the purpose and intent of acting as a market-maker to execute and deliver an Accession Letter in respect of such debt provided the market-maker (i) subsequently transfers such Locked-Up Debt within five (5) Business Days of its acquisition and (ii) the transferee is either a Participant or delivers a duly completed and executed Accession Letter.

8 Limitations on undertakings

8.1 Limitations on undertakings

Nothing in this Agreement shall:

- (a) require any Party (without its prior consent) to take any action which would breach any legal or regulatory requirement beyond the control of that Party or any order or direction of any relevant court or Governmental Body and which impediment cannot be avoided or removed by taking reasonable steps;
- (b) restrict, or attempt to restrict, any director or officer of any member of the Group from complying with any applicable securities laws (having taken appropriate legal advice), or legal obligation to commence insolvency proceedings in respect of that member of the Group;
- (c) require any Party to make any additional equity or debt financing available to the Company or any other member of the Group;
- (d) require any Party to incur any out-of-pocket costs or expenses in excess of €3,000 (or its equivalent in any other currency or currencies) unless the Company has agreed in writing to meet those costs or expenses;
- (e) require any Party to take or refrain from taking any action if doing so is reasonably likely to in the reasonable opinion of such person having obtained legal professional advice and such other advice as the circumstances may require (A) result in any officer, director or employee of that Party incurring personal liability or sanction due to a breach of its legal or fiduciary duties or obligations as officer, director or employee of that Party; or (B) result in a breach of law or statute binding on such Party;
- (f) require any Participant to increase or extend any existing debt financing or to make any additional equity and/or debt financing available to the Company or any other member of the Group except as expressly contemplated by the Restructuring Proposal Documents;
- (g) prevent any Participant (or any of its affiliates) from providing debt financing, equity capital or other services (including advisory services) or from carrying on its activities in the ordinary course and providing services to clients (including to others who may have a conflicting interest to the Financial Restructuring);
- (h) require any Participant (nor any of its affiliates) to commence or become party to any litigation, court proceedings, arbitration or similar proceedings (whether or not) brought against such Participant (any of its affiliates) by any other Party,
- (i) require the NM2 Ad Hoc Committee, any Participating NM2 Creditor or any Participating NBF Creditor to waive, treat as satisfied or agree to any NM2 Condition except to the extent expressly provided in in the NM2 Term Sheet or this Agreement;
or

- (j) require the SOM Ad Hoc Committee or any Participating Senior OM Creditor to waive, treat as satisfied or agree to any SOM Condition except to the extent expressly provided in in the Senior OM Term Sheet or this Agreement.

except, in the case of paragraph (c) above, as expressly contemplated by the Restructuring Proposal Documents.

8.2 Conditions to the Financial Restructuring

Notwithstanding any other provision of this Agreement, no Participant is required to implement or consummate any part of the Financial Restructuring unless all Conditions in respect of that part of the Financial Restructuring (including all the NM2 Conditions in respect of the implementation of Phase 1) as set out in the relevant Term Sheets have been satisfied or waived.

9 The Existing Agent

9.1 General instructions to the Existing Agent

Each Participant hereby irrevocably and unconditionally instructs the Existing Agent to promptly make available to the Lock-Up Agent such documents and records as the Lock-Up Agent may reasonably request for the purposes of performing its functions as Lock-Up Agent, or to enable the Tabulation Agent to perform its functions as Tabulation Agent, under this Agreement.

9.2 Role of the Existing Agent

- (a) The Existing Agent is a party to this document to receive the instructions set out in Clause 9.1 (General instructions to the Existing Agent) and the Existing Agent will not be responsible for doing the calculations foreseen under Clause 2 (Effective Date) of this Agreement. No other implied duties, obligations or responsibilities (including fiduciary duties or any relationship of agency with regards to the Participants) shall be read into this Agreement against the Existing Agent.
- (b) The Existing Agent confirms that it will promptly respond to, and comply with, any reasonable request for information from the Lock-Up Agent pursuant to the instructions set out in Clause 9.1 (General instructions to the Existing Agent).

9.3 Rights of the Existing Agent

For the avoidance of doubt:

- (a) nothing in this Agreement shall prejudice any rights, discretions and/or protections given to the Existing Agent under or in connection with any Finance Documents; and
- (b) any obligation on the Existing Agent to act or refrain from acting shall be limited in the manner set out in the relevant Finance Documents in relation to the Agent.

9.4 Existing Agent's fees

The Existing Agent acknowledges that its reasonable fees and/or expenses will be paid by the Company pursuant to separate fee arrangements it has in place with Company pursuant to the Finance Documents, and that it shall not be entitled to make any claim or take any action against any Participant in the event the Company fails to pay the Existing Agent any such fees and expenses.

10 The Lock-Up Agent

10.1 Role of Lock-Up Agent

- (a) The Lock-Up Agent's duties under this Agreement are solely mechanical and administrative in nature. The other Parties are responsible for their own management functions and decisions relating to confirmations provided by the Lock-Up Agent.
- (b) The Lock-Up Agent shall be obliged to perform only the duties, obligations and responsibilities set out specifically in this Agreement and any duties necessarily incidental to them. No other implied duties, obligations or responsibilities (including fiduciary duties or any relationship of agency) shall be read into this Agreement against the Lock-Up Agent. If any relevant term of this Agreement is amended on or after the date on which the Lock-Up Agent executed this Agreement in a way which affects the duties expressed to be performed by the Lock-Up Agent, the Lock-Up Agent shall not be obliged to perform such duties as so amended unless it has first approved the relevant change to such term.
- (c) If the Lock-Up Agent at any time does not perform any functions which it is required to perform within the time periods specified pursuant to this Agreement, it shall promptly notify each of the Company and the Ad-Hoc Committee. The Parties acknowledge that meeting any such time frame is subject to, among other things, appropriate cooperation by the Parties including providing necessary information to the Lock-Up Agent and timely responses to inquiries by the Lock-Up Agent.
- (d) Notwithstanding any other provision of this Agreement to the contrary, the Lock-Up Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (e) The Lock-Up Agent is not responsible for:
 - (i) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Existing Agent, a Participant, the Ad-Hoc Committee, the Company or any other person (other than the Lock-Up Agent) given in anticipation of or in connection with this Agreement;
 - (i) the legality, validity, effectiveness, adequacy or enforceability of this Agreement or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with this Agreement; and/or
 - (ii) any determination as to whether any information provided or to be provided to the Ad-Hoc Committee, a Participant or the Company is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.
- (f) The Lock-Up Agent may rely on and assume that (and shall not be required to verify):
 - (i) any representation, notice, confirmation or other document or information delivered to it is genuine, complete, correct and appropriately authorised; and
 - (ii) any statement, confirmation or representation made by a director, authorised signatory, employee or otherwise on behalf of any person in accordance with this Agreement regarding any matters are within that person's knowledge and/or within that person's power to verify.
- (g) The Lock-Up Agent shall be entitled, for the purposes of any confirmation or the performance of any other duty or function by the Lock-Up Agent under this Agreement, to:

- (i) rely on the most recent confirmation of Locked-Up Debt provided to it by each Participant in accordance with this Agreement;
- (ii) assume that the amount of Debt represents the total amount of Debt or Locked-Up Debt held by, or owed to, each the relevant Participant or any of its affiliates; and
- (iii) assume that each Participant which has provided to it a confirmation of its Locked-Up Debt has authority to execute this Agreement (or, if applicable, an Accession Letter), in each case, on behalf of itself and any affiliate,

unless notified otherwise by the relevant Participant;

- (h) No Party (other than the Lock-Up Agent) may take any proceedings against any partner, officer, employee, affiliate or agent of the Lock-Up Agent in respect of any claim it might have against the Lock-Up Agent or in respect of any act or omission of any kind by that partner, officer, employee, affiliate or agent in relation to this Agreement and any partner, officer, employee, affiliate or agent of the Lock-Up Agent may rely on this paragraph (h).
- (i) Without prejudice to any provision herein excluding or limiting the Lock-Up Agent's liability, any liability of the Lock-Up Agent arising under or in connection with this Agreement shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Lock-Up Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Lock-Up Agent at any time which increase the amount of that loss. In no event shall the Lock-Up Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Lock-Up Agent has been advised of the possibility of such loss or damages.
- (j) The Lock-Up Agent shall be protected from and shall incur no liability for or in respect of any action taken or thing suffered by it in reliance upon any document or information from any electronic or other source reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by the proper parties, even if it is subsequently found not to be genuine or to be incorrect. The Lock-Up Agent will not have any responsibility for good faith errors or omissions in its calculation.
- (k) No notice to the Lock-Up Agent by any party shall be effective unless actually received by the Lock-Up Agent.

10.2 Resignation of the Lock-Up Agent

- (a) The Lock-Up Agent may only resign from its position as Lock-Up Agent under this Agreement, in accordance with this Clause 10.2.
- (b) The Company and either (i) the Simple Majority Participants or (ii) the Ad-Hoc Committee may, by notice to the Lock-Up Agent (a "**Resignation Requirement Notice**"), require it to resign for any reason, by giving 15 days' notice to the Company and the Ad-Hoc Committee, in which case the Company with the approval of the Simple Majority Participants (each acting reasonably and in good faith) may appoint a successor Lock-Up Agent from the resignation date set out in the Lock-Up Agent's resignation notice or (if earlier) on the date falling 15 days after receipt by the Lock-Up Agent of the Resignation Requirement Notice (the "**Resignation Date**"). Notwithstanding the foregoing, the Lock-Up Agent may resign immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the services provided by it hereunder

conflict with any independence or other professional regulations, standards or guidelines to which the Lock-Up Agent conforms.

- (c) The retiring Lock-Up Agent shall, at its own cost, make available to the successor Lock-Up Agent such documents and records and provide such assistance as the successor Lock-Up Agent may reasonably request for the purposes of performing its functions as Lock-Up Agent under this Agreement.
- (d) The Lock-Up Agent's resignation notice shall only take effect on and from the Resignation Date.
- (e) After 30 days from the submission of its resignation notice as aforesaid, the retiring Lock-Up Agent shall be discharged from any additional obligation in respect of this Agreement, but the Lock-Up Agent's resignation shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date on which the Lock-Up Agent's resignation takes effect, including the right to claim damages in respect of any breach of the Agreement which existed at or before that date, and the Lock-Up Agent shall remain entitled to the benefit of this Clause 10. Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (f) The Company and/or the Simple Majority Participants may forthwith terminate the appointment of the Lock-Up Agent if (i) at any time the Lock-Up Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of all or any substantial part of its property or admits in writing its inability to pay or to meet its debts as they become due and payable or suspends payment thereof, or if a resolution is passed or an order made for its winding-up or dissolution, or if a receiver, administrator or other similar official of itself or all or any substantial part of its property is appointed, or if an order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency laws, or if any public officer takes charge or control of it or its property or affairs for the purpose of rehabilitation, conservation or liquidation; or (ii) it fails to make any confirmation required to be made by it under this Agreement, and does not do so within two Business Days of receipt of notice from the Simple Majority Participants that they intend to appoint a replacement Lock-Up Agent to provide the confirmation in question.

10.3 Lock-Up Agent's fees

The Lock-Up Agent acknowledges that its reasonable fees and/or expenses will be paid by the Company pursuant to a separate engagement letter and that it shall not be entitled to make any claim or take any action against any Participant in the event the Company fails to pay the Lock-Up Agent any such fees and expenses.

11 The Tabulation Agent

11.1 Role of Tabulation Agent

- (a) The Tabulation Agent's duties under this Agreement are solely mechanical and administrative in nature. The other Parties are responsible for their own management functions and decisions relating to the calculations provided by the Tabulation Agent, including evaluating and accepting the adequacy of the scope of the calculations in addressing their needs.

- (b) The Tabulation Agent shall be obliged to perform only the duties, obligations and responsibilities set out specifically in this Agreement and any duties necessarily incidental to them. No other implied duties, obligations or responsibilities (including fiduciary duties or any relationship of agency) shall be read into this Agreement against the Tabulation Agent. If any relevant term of this Agreement is amended on or after the date on which the Tabulation Agent executed this Agreement in a way which affects the duties expressed to be performed by the Tabulation Agent, the Tabulation Agent shall not be obliged to perform such duties as so amended unless it has first approved the relevant change to such term.
- (c) If the Tabulation Agent at any time does not make the calculations which it is required to make within the time periods specified pursuant to this Agreement, it shall promptly notify each of the Company and the Ad-Hoc Committee. The Parties acknowledge that meeting any such time frame is subject to, among other things, appropriate cooperation by the Parties including providing necessary information to the Tabulation Agent and timely responses to inquiries by the Tabulation Agent.
- (d) Notwithstanding any other provision of this Agreement to the contrary, the Tabulation Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (e) The Tabulation Agent is not responsible for:
 - (i) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Existing Agent, the Lock-Up Agent, a Participant, the Ad-Hoc Committee, the Company or any other person (other than the Tabulation Agent) given in anticipation of or in connection with this Agreement;
 - (ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with this Agreement; and/or
 - (iii) any determination as to whether any information provided or to be provided to the Ad-Hoc Committee, a Participant or the Company is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.
- (f) The Tabulation Agent may rely on and assume that (and shall not be required to verify):
 - (i) any representation, notice, confirmation or other document or information delivered to it is genuine, complete, correct and appropriately authorised; and
 - (ii) any statement, confirmation or representation made by a director, authorised signatory, employee or otherwise on behalf of any person in accordance with this Agreement regarding any matters are within that person's knowledge and/or within that person's power to verify.
- (g) The Tabulation Agent shall be entitled, for the purposes of any calculation or confirmation or the performance of any other duty or function by the Tabulation Agent under this Agreement, to:
 - (i) rely on the most recent confirmation of Locked-Up Debt provided to it by each Participant in accordance with this Agreement;
 - (ii) assume that the amount of Debt represents the total amount of Debt or Locked-Up Debt held by, or owed to, each the relevant Participant or any of its affiliates; and

- (iii) assume that each Participant which has provided to it a confirmation of its Locked-Up Debt has authority to execute this Agreement (or, if applicable, an Accession Letter), in each case, on behalf of itself and any affiliate,

unless notified otherwise by the relevant Participant;

- (h) No Party (other than the Tabulation Agent) may take any proceedings against any partner, officer, employee, affiliate or agent of the Tabulation Agent in respect of any claim it might have against the Tabulation Agent or in respect of any act or omission of any kind by that partner, officer, employee, affiliate or agent in relation to this Agreement and any partner, officer, employee, affiliate or agent of the Tabulation Agent may rely on this paragraph (h).
- (i) Without prejudice to any provision herein excluding or limiting the Tabulation Agent's liability, any liability of the Tabulation Agent arising under or in connection with this Agreement shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Tabulation Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Tabulation Agent at any time which increase the amount of that loss. In no event shall the Tabulation Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Tabulation Agent has been advised of the possibility of such loss or damages.
- (j) The Tabulation Agent shall be protected from and shall incur no liability for or in respect of any action taken or thing suffered by it in reliance upon any document or information from any electronic or other source reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by the proper parties, even if it is subsequently found not to be genuine or to be incorrect. The Tabulation Agent will not have any responsibility for good faith errors or omissions in its calculation.
- (k) No notice to the Tabulation Agent by any party shall be effective unless actually received by the Tabulation Agent.

11.2 Resignation of the Tabulation Agent

- (a) The Tabulation Agent may only resign from its position as Tabulation Agent under this Agreement, in accordance with this Clause 11.2.
- (b) The Company and either (i) the Simple Majority Participants or (ii) the Ad-Hoc Committee may, by notice to the Tabulation Agent (a "**Resignation Requirement Notice**"), require it to resign for any reason, by giving 15 days' notice to the Company and the Ad-Hoc Committee, in which case the Company with the approval of the Simple Majority Participants (each acting reasonably and in good faith) may appoint a successor Tabulation Agent from the resignation date set out in the Tabulation Agent's resignation notice or (if earlier) on the date falling 15 days after receipt by the Tabulation Agent of the Resignation Requirement Notice (the "**Resignation Date**"). Notwithstanding the foregoing, the Tabulation Agent may resign immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the services provided by it hereunder conflict with any independence or other professional regulations, standards or guidelines to which the Tabulation Agent conforms.
- (c) The retiring Tabulation Agent shall, at its own cost, make available to the successor Tabulation Agent such documents and records and provide such assistance as the

successor Tabulation Agent may reasonably request for the purposes of performing its functions as Tabulation Agent under this Agreement.

- (d) The Tabulation Agent's resignation notice shall only take effect on and from the Resignation Date.
- (e) After 30 days from the submission of its resignation notice as aforesaid, the retiring Tabulation Agent shall be discharged from any additional obligation in respect of this Agreement, but the Tabulation Agent's resignation shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date on which the Tabulation Agent's resignation takes effect, including the right to claim damages in respect of any breach of the Agreement which existed at or before that date, and the Tabulation Agent shall remain entitled to the benefit of this Clause 11. Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (f) The Company and/or the Simple Majority Participants may forthwith terminate the appointment of the Tabulation Agent if (i) at any time the Tabulation Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of all or any substantial part of its property or admits in writing its inability to pay or to meet its debts as they become due and payable or suspends payment thereof, or if a resolution is passed or an order made for its winding-up or dissolution, or if a receiver, administrator or other similar official of itself or all or any substantial part of its property is appointed, or if an order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency laws, or if any public officer takes charge or control of it or its property or affairs for the purpose of rehabilitation, conservation or liquidation; or (ii) it fails duly to make any calculation required to be made by it under this Agreement, and does not do so within two Business Days of receipt of notice from the Simple Majority Participants that they intend to appoint a replacement Tabulation Agent to make the calculation in question and subsequent calculations (if any).

11.3 Tabulation Agent's fees

The Tabulation Agent acknowledges that its reasonable fees and/or expenses will be paid by the Company pursuant to a separate engagement letter and that it shall not be entitled to make any claim or take any action against any Participant in the event the Company fails to pay the Tabulation Agent any such fees and expenses.

12 Ad Hoc Committee

12.1 Voting by the Ad Hoc Committee

- (a) The Ad Hoc Committee shall collectively make decisions with the unanimous consent of the NM2 Ad Hoc Committee and the unanimous consent of the SOM Ad Hoc Committee.
- (b) The NM2 Ad Hoc Committee shall make decisions with the unanimous consent of the committee members of the NM2 Ad Hoc Committee, provided that, if there is only one member of the committee or there is no committee, the consent of the Super Majority Participants (excluding the reference to the NM2 Ad Hoc Committee in paragraphs (a)(i) or (b)(i) (as applicable) of the definition) shall also be required.

- (c) The SOM Ad Hoc Committee shall make decisions with the unanimous consent of the committee members of the SOM Ad Hoc Committee, provided that, if there is only one member of the committee or there is no committee, the Simple Majority Participants (excluding the reference to the SOM Ad Hoc Committee in paragraph (b)(i) of the definition) shall also be required.

12.2 Notification of changes to Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee

Each member of the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee shall promptly notify the Company and the Lock-Up Agent of any change to its composition, unless such notice has already been given by another member of the Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee (as applicable). For the avoidance of doubt, no member of the Ad Hoc Committee NM2 Ad Hoc Committee or SOM Ad Hoc Committee may transfer, novate or assign its rights or role as a member of the Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee (as applicable) to any other Participant.

12.3 Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee do not represent Participants

The Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee will not "act for" the Participants in any representative capacity, will have no fiduciary duties to the Participants and will have no authority to act for, represent, or commit the Participants. The Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee will have no obligations other than those for which express provision is made in this Agreement and for the avoidance of doubt the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee are not under any obligation to advise or to consult with any Participant on any matter related to this Agreement. Notwithstanding the foregoing, each of the Participants acknowledges and approves the appointment of each of the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee.

12.4 Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee may continue to deal with the Company

Subject to the terms of the Group Intercreditor Agreement, where applicable the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee members will remain free to deal with the Company and the Group each on its own account and will therefore not be bound to account to any Participant for any sum, or the profit element of any sum, received by it for its own account.

12.5 Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee not required to disclose information received in other capacities

No information or knowledge regarding the Company or the Group or its affairs received or produced by any member of the Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee shall be required to be imputed to the Participants.

12.6 Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee members shall not be required to breach their other duties

No Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee member shall be obliged to do anything if taking such action would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of any fiduciary duty or duty of

confidentiality which it is required to comply with or if such action would be otherwise actionable at the suit of any person (and may do anything which in its reasonable opinion is necessary to comply with any such law, regulation or duty or to avoid any such suit).

12.7 Assumptions as to authorisation

The Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee may assume that (and shall not be required to verify):

- (a) any representation, notice or document delivered to them is genuine, correct and appropriately authorised;
- (b) any statement made by a director, authorised signatory or employee of any person regarding any matters are within that person's knowledge or within that person's power to verify; and
- (c) any communication made by the Company Parties is made on behalf of and with the consent and knowledge of all Company Parties.

12.8 Responsibility for documentation

The Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee shall not be:

- (a) responsible for the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by any Participants, the Company or the Group or any other person given in or in connection with the Financial Restructuring and any associated documentation or the transactions contemplated therein;
- (b) responsible for the legality, validity, effectiveness, completeness, adequacy or enforceability of the Financial Restructuring or any agreement, arrangement or document entered into, made or executed in anticipation of or in connection with the Financial Restructuring;
- (c) responsible for any determination as to whether any information provided or to be provided to any Participant is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise;
- (d) responsible for verifying that any information provided to the Participants (using reasonable endeavours and usual methods of transmission such as email or post) has actually been received and/or considered by each Participant. None of the Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee shall be liable for any failure to provide information to any Participant;
- (e) liable for any failure to provide information to any Participant or the Lock-Up Agent;
- (f) bound to distribute to any Participant or to any other person, information received by it; and
- (g) bound to enquire as to the absence, occurrence or continuation of any Default, default or event of default under the Finance Documents, or the performance by any member of the Group of its obligations under the Finance Documents or any other document or agreement.

12.9 Own responsibility

- (a) It is understood and agreed by each Participant that at all times it has itself been, and will continue to be, solely responsible for making its own independent appraisal of, and investigation into, all risks arising in respect of the business of the Company and the Group or under or in connection with the Financial Restructuring and any associated documentation including, but not limited to:
- (i) the financial condition, creditworthiness, condition, affairs, status and nature of each member of the Group;
 - (ii) the legality, validity, effectiveness, completeness, adequacy and enforceability of any document entered into by any person in connection with the business or operations of the Company or the Group or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Financial Restructuring;
 - (iii) whether such Participant has recourse, (and the nature and extent of that recourse), against the Company or any other person or any of their respective assets under or in connection with the Financial Restructuring and/or any associated documentation, the transactions therein contemplated or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Financial Restructuring;
 - (iv) the adequacy, accuracy and/or completeness of any information provided by the Ad Hoc Committee, the Company and advisers or by any other person in connection with the Financial Restructuring, and/or any associated documentation, the transactions contemplated therein or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Financial Restructuring; and
 - (v) the adequacy, accuracy and/or completeness of any advice obtained by the Ad Hoc Committee in connection with the Financial Restructuring or in connection with the business or operations of the Company or the Group.
- (b) Accordingly, each Participant acknowledges to the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee that it has not relied on, and will not hereafter rely on, the Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee or any member thereof in respect of any of the matters referred to in paragraph (a) above and that consequently no Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee member shall have any liability (whether direct or indirect, in contract, tort or otherwise), duties or responsibility to any Participant or any other person in respect of such matters.

12.10 Exclusion of liability

- (a) Without limiting paragraphs (b) and (c) below, no Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee member will be liable for any action taken by it (or any inaction) under or in connection with the Financial Restructuring or this Agreement nor will they be liable any losses (financial or otherwise) suffered or incurred by any other Party as a result of any action taken by them unless directly caused by its gross negligence or wilful misconduct.
- (b) No Party (other than the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee, each in respect of themselves only) may take any proceedings against any

partner, officer, employee, affiliate or agent of the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee (as applicable) in respect of any claim it might have against the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee or in respect of any act or omission of any kind by that partner, officer, employee, affiliate or agent in relation to this Agreement and any partner, officer, employee, affiliate or agent of the Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee may rely on this paragraph (b).

- (c) In no event shall any Ad Hoc Committee, NM2 Ad Hoc Committee or SOM Ad Hoc Committee member be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not such committee member has been advised of the possibility of such loss or damages.

12.11 Continuation on cessation of NM2 Ad Hoc Committee and SOM Ad Hoc Committee

Unless agreed otherwise, in the event that:

- (a) the NM2 Ad Hoc Committee no longer agree to act in such capacity, then any references in this Agreement to the NM2 Ad Hoc Committee or the NM2 Ad Hoc Committee members shall be deemed to be to a reference to the relevant Super Majority Participants (and the 'NM2 Ad Hoc Committee' shall no longer constitute a part of the 'Super Majority Participants').
- (b) the SOM Ad Hoc Committee no longer agree to act in such capacity, then any references in this Agreement to the SOM Ad Hoc Committee or the SOM Ad Hoc Committee members shall be deemed to be to a reference to the relevant Simple Majority Participants (and the 'Ad Hoc Committee' shall no longer constitute a part of the 'Simple Majority Participants').

12.12 Right to seek own advice

The Ad Hoc Committee, NM2 Ad Hoc Committee and SOM Ad Hoc Committee and each Participant will remain free to seek advice from their legal advisers regarding their exposure to the Group. To the extent such advice is received from legal advisers with whom the Company has agreed a Fee Letter with, the legal advice shall be payable by the Company on the terms set out in the Fee Letter (and subject to any cap on legal fees set out therein). Subject to the Fee Letters, the Company will not be liable for any legal fees incurred by the Ad Hoc Committee, NM2 Ad Hoc Committee, SOM Ad Hoc Committee or a Participant.

12.13 Procedure for approval

- (a) Where this Agreement contemplates that a particular matter requires the approval, consent or election of the NM2 Ad Hoc Committee, SOM Ad Hoc Committee, Ad Hoc Committee, the Simple Majority Participants or the Super Majority Participants, the person seeking that approval, consent or election shall send its request to the Lock-Up Agent or the Tabulation Agent (as applicable) in writing and shall specify in its request the matter in respect of which that approval, consent or election is sought and as much information in relation to that matter as is reasonably practicable.
- (b) After receiving any such request the Lock-Up Agent shall as soon as reasonably practicable, but in any event within 7 days, provide notification in writing to the person seeking the relevant approval, consent or election whether the same has been granted.

- (c) If any Participant fails to respond to the Lock-Up Agent or Tabulation Agent (as applicable) in respect of a request for an approval, consent or election within 7 days of that request being made, its commitment shall not be included for the purposes of calculating the aggregate principal amounts then outstanding when ascertaining whether any relevant percentage has been obtained to approve that request.

12.14 Ad Hoc Committee's Counsel

- (a) To the extent that any legal counsel to any member of the Ad Hoc Committee, NM2 Ad Hoc Committee, SOM Ad Hoc Committee or the legal counsel to any other Participant, with the prior consent of the Ad Hoc Committee, NM2 Ad Hoc Committee, SOM Ad Hoc Committee or the relevant Participant (as applicable), acts as co-ordinating counsel for the Ad Hoc Committee, NM2 Ad Hoc Committee, SOM Ad Hoc Committee or a certain creditor group in relation to this Agreement and the Restructuring Agreement, each Party:
 - (i) acknowledges that the relevant law firm may, subject to its absolute discretion to determine otherwise, in accordance with applicable professional conduct rules, act in any or all of such capacities and shall not be required to disclose to any person any information it may receive in any or all of such capabilities;
 - (ii) waives any claim that the relevant law firm's representations of any or all of them or in any or all of such capacities represents a conflict of interest; and
 - (iii) confirms that it consents to the relevant law firm acting for any Party (being the Ad Hoc Committee or a creditor group) for which it is acting as co-ordinating counsel.
- (b) Notwithstanding Clause 1.3 (*Third Party Rights*), any legal counsel to any member of the Ad Hoc Committee or the legal counsel to any other Participant (as applicable) shall be entitled to rely on, enforce and enjoy the benefit of this Clause 12.14 as if it were a party to this Agreement and, without prejudice to Clause 1.3 (*Third Party Rights*), neither the Ad Hoc Committee's legal counsel or the legal counsel to any other Participant shall be bound by any amendment or waiver to this Clause 12.14 without their prior written consent.

13 Termination

13.1 Voluntary termination

This Agreement may be terminated with immediate effect by written notification to the Company, the Ad Hoc Committee (subject to paragraph (a) below) and the Lock-Up Agent:

- (a) at the election of the NM2 Ad Hoc Committee if the Effective Date has not occurred by 11:59pm on 15 January 2019 (or any such later date as agreed in writing between the Company and the NM2 Ad Hoc Committee);
- (b) at the election of the Super Majority Participants or the Company, if an order of a Governmental Body or court of competent jurisdiction restraining or otherwise preventing the implementation of the Financial Restructuring has been made and has not been revoked or dismissed within 30 days of it being made (other than an order made at the instigation of, or on the application of, the Party (or any of its Affiliates) purporting to terminate this Agreement under this paragraph (b));
- (c) at the election of the Super Majority Participants, if the Company does not comply with any undertaking in this Agreement in any material respect, unless the failure to comply is capable of remedy and is remedied within 10 Business Days of the Super Majority Participants alleging the failure to comply giving notice to the Company;

- (d) at the election of the Company, if the Lock-Up Agent (on behalf of the Super Majority Participants) delivers a Default Notice under paragraph (c) of Clause 5.2 (*Restructuring Agreement*);
- (e) at the election of the Super Majority Participants, if any representation or warranty of the Company or a Company Party under Clause 14.3 (*Representations of the Company Parties*) proves to have been incorrect or misleading in any material respect and, if capable of remedy, such breach is not remedied within 10 Business Days from the earlier of the date the Ad Hoc Committee is given notice of such breach and the date on which the Ad Hoc Committee became aware of such breach and communicated its knowledge of such breach to the Company;
- (f) at the election of the Super Majority Participants, if any member of the Group fails to comply with any undertaking, restriction or obligation under this Agreement or the Finance Documents in a manner that is materially adverse to the interests of the Participants and, if capable of remedy, such breach is not remedied within 5 Business Days from the earlier of the date Ad Hoc Committee is given notice of such breach and the date on which Ad Hoc Committee became aware of such breach and communicated its knowledge of such breach to the Company;
- (g) at the election of the Super Majority Participants if there is a material impediment preventing the implementation of the Financial Restructuring by the Long-Stop Date and such material impediment has not been resolved or cured within 10 Business Days of any Participant, member of the Ad Hoc Committee or the Lock-Up Agent becoming aware of it;
- (h) at the election of the Super Majority Participants, if following any Enforcement Action being taken by any person that is not a Party to this Agreement against any Company Party, and such Enforcement Action would have a material and an adverse effect on the ability of the Parties to implement the Financial Restructuring;
- (i) at the election of the Super Majority Participants, if any tax report delivered pursuant to the NM2 Conditions concludes that, following the Financial Restructuring, one or more members of the Group may be subject to tax liabilities as a result of implementation of the Financial Restructuring, which require the effective payment of taxes by a Abenewco1, Abenewco2 or Abenewco 2bis in Spain above €8,000,000 (or its equivalent in any other currency or currencies) that could be avoided in the instance that the Financial Restructuring is not implemented;
- (j) at the election of the Super Majority Participants, if a Material Adverse Effect occurs;
- (k) at the election of the Super Majority Participants, following the occurrence of a Default which has not been remedied or waived within 10 Business Days, other than a Default:
 - (i) arising as a direct result of any action to implement the Financial Restructuring; or
 - (ii) existing as at the date of this Agreement and as previously disclosed by the Group to the Original Participants and Lock-Up Agent in writing; and/or
- (l) at the election of the Super Majority Participants, following the liquidation (voluntary or involuntary), dissolution, winding-up or insolvency of any Affected Abengoa Group Guarantors as a result of the Necessary Insolvency Petition.

13.2 Automatic termination

This Agreement shall automatically terminate on the earliest of:

- (a) the Long-Stop Date (as extended, if applicable, by the Ad Hoc Committee);
- (b) the date on which the requisite majorities of each creditor group has executed the Restructuring Agreement so that Phase 1 can be implemented and provided that the NM2 Conditions have been satisfied or waived (at the discretion of the Participants set out in part (a) of the definition of Super Majority Participants) before Phase 1 Completion Date; and
- (c) the date on which one of the following occurs:
 - (i) the Company delivers a Default Notice under paragraph (c) of Clause 5.2 (*Restructuring Documents*);
 - (ii) an Insolvency Event occurs in relation to any Company Party, other than:
 - (A) an Insolvency Event contemplated by the Restructuring Proposal Documents (including any Insolvency Event as it relates to the dissolution of a Dissolution Company); or
 - (B) any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement.

13.3 Effect of termination

This Agreement will cease to have any further effect on the date on which it is terminated under Clause 13.1 (*Voluntary termination*) or Clause 13.2 (*Automatic termination*), save for the provisions of Clauses 2 (*Effective Date*), 4 (*Participants' rights and obligations*), 9 (*The Existing Agent*), 10 (*The Lock-Up Agent*), 11 (*The Tabulation Agent*), 12 (*Ad Hoc Committee*), 15 (*Disclosure*), 16 (*Publicity*), 17 (*Specific performance*), 19 (*Notices*), 21 (*Remedies and waivers*), 23 (*Reservation of rights*), 27 (*Governing law*) and 28 (*Enforcement*) which shall remain in full force and effect and save in respect of breaches of this Agreement which occurred prior to such termination.

13.4 Notification of termination

The Company, the Lock-Up Agent and the Ad Hoc Committee shall promptly notify each other if it becomes aware that this Agreement may be, or has been, terminated under Clause 13.1 (*Voluntary termination*) or 13.2 (*Automatic termination*).

14 Representations

14.1 Representations of the Participants

Each Participant makes the representations and warranties set out in this Clause 14.1 to each other Party on the date on which it becomes a Party by reference to the facts and circumstances then existing on that date:

- (a) it is duly incorporated (if a corporate person) or duly established (in any other case) and validly existing under the law of its jurisdiction of incorporation or formation;
- (b) it is domiciled in the country notified to the Lock-Up Agent or Tabulation Agent (as applicable); and
- (c) it has the power to own its assets and carry on its business as it is being, and is proposed to be, conducted.

14.2 Representations of Additional Participants

- (a) The representations and warranties set out in Clause 14.1 (*Representations of the Participants*) are deemed to be made by each Additional Participant by reference to the facts and circumstances then existing on the day on which the person becomes (and on which it is proposed that the person becomes) an Additional Participant.
- (b) Delivery of an Accession Letter constitutes confirmation by the relevant person that the representations and warranties set out in Clause 14.1 (*Representations of the Participants*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

14.3 Representations of the Company Parties

The Company and each Company Party makes the representations and warranties set out in this Clause 14.3 to each other Party on the date of this Agreement and the Effective Date:

- (a) it is duly incorporated and validly existing under the law of its jurisdiction of incorporation;
- (b) it has the power to own its assets and carry on its business as it is being, and is proposed to be, conducted;
- (c) the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable, subject to any applicable Reservations;
- (d) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict to the best of its knowledge with any law or regulation applicable to it or its constitutional documents or any agreement or instrument binding on it or any of its assets;
- (e) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Agreement and (subject to the fulfilment of the conditions to the implementation and consummation of the Financial Restructuring specified in the Restructuring Proposal Documents) the transactions contemplated by this Agreement;
- (f) other than as specifically contemplated by the Restructuring Proposal Documents all Authorisations required for the performance by it of this Agreement and the transactions contemplated by this Agreement and to make this Agreement admissible in evidence in its jurisdiction of incorporation and any jurisdiction where it conducts its business have been obtained or effected and are in full force and effect, or will have been obtained and will continue to be in full force and effect;
- (g) no member of the Group is the legal owner of, or has any beneficial interest in, any Debt as at the date of this Agreement;
- (h) subject to the dissolution of the Dissolution Companies, no order has been made, petition presented or resolution passed for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it or any other member of the Group, and no analogous procedure has been commenced in any jurisdiction which is not restricted by the Finance Documents;
- (i) no Default or Event of Default has occurred or is continuing, subject to any Default or Event of Default that has or may occur under the Finance Documents as a result

of the implementation of the Financial Restructuring, provided that any such Default or Event of Default is the result of any action taken to implement the Financial Restructuring pursuant to the terms of the NM2 Term Sheet, or is subject to an approved consent or waiver request;

- (j) subject to any matters already disclosed in the annual financial statements of the Company, the Litigation Schedule and any other litigation, arbitration or administrative proceedings before any court, arbitral body or agency for an individual amount not more than €500,000 and an aggregate amount of €209,000,000 (the details of which are set out in Schedule 17 (*Litigation Details Under €500,000*) to this Agreement), no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, would reasonably be expected to have a Material Adverse Effect have been started or (to the best of its knowledge and belief) threatened against it or any of its Subsidiaries, nor are there any circumstances likely to give rise to any such litigation, arbitration or administrative proceedings;
- (k) the aggregate amount of all claims under any litigation, arbitration or administrative proceedings before any court, arbitral body or agency in relation to Abenewco1 is not more than €1,000,000;
- (l) there is no Security over any of its present or future assets which is not permitted under the Finance Documents or is otherwise permitted pursuant to any waiver;
- (m) to the best of its knowledge, no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing would constitute) a material default or termination event (however described) under any other material agreement which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject;
- (n) all material information provided to a Participant by or on behalf of the Company or any Company Party in connection with the Financial Restructuring on or before the date of this Agreement (and not superseded before that date) has been provided to all the Original Participants on or prior to the date of this Agreement and is accurate and not misleading in any material respect and all projections provided to any Participant on or before the date of this Agreement have been prepared in good faith on the basis of assumptions which were reasonable at the time at which they were prepared and supplied;
- (o) it has not (and none of its Subsidiaries has) to the best of its knowledge, breached any law or regulation in any material way;
- (p) each Company Party has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws;
- (q) no member of the Group nor any of its directors, trustees or officers, are:
 - (i) listed, or is owned or controlled, directly or indirectly, by any person which is listed, on a Designated Parties List;
 - (ii) located, organised or resident in a country which is the subject of sanctions by any Governmental Body;

- (iii) a governmental agency, authority, or body or state-owned enterprise (or owned or controlled by any of the foregoing) of any country which is the subject of sanctions by any Governmental Body; or
- (iv) a person or entity who is otherwise the target of sanctions by any Governmental Body such that any Participant cannot deal or otherwise engage in business transactions with such person or entity;
- (r) where the Company takes any action pursuant to this Agreement (including the giving of any consent, the making of any determination and the signature of any document), each Party may rely on such action which is performed by the Company as having been undertaken with appropriate authority;
- (s) the Total Net Leverage Ratio is not more than 18:1.00;
- (t) indebtedness (as it relates to the purchase price of goods and services only) incurred by Group (excluding any companies in insolvency proceedings and any companies servicing indebtedness on a non-recourse basis) in the ordinary course of business that is due and payable as at 30 September 2018 is not more than €574,000,000;
- (u) it has, and shall preserve and maintain the subsistence and validity of any material Intellectual Property that the Company reasonably considers necessary for it to conduct its business;
- (v) Abenewco1 Group continues to be party to, and has not assigned or transferred its rights and obligations in, any Profitable Contract up to a maximum aggregate amount of €50,000,000, but excluding any assignment of credit rights in the context of raising working capital financing (such as in the form of factoring, confirming, discount of invoices, etc.) at project level, provided that (i) the project is clearly defined, and (ii) the working capital financing is raised within the Abenewco 1 Group;
- (w) Abenewco1 owns not less than 50 per cent. of the voting share capital in AAGES; and
- (x) subject to the Discontinued Companies (as applicable), each member of the Group that is incorporated in Spain and is an NM2/NBF Independent Collateral Debtor, NM2 Priority Collateral Debtor, EPC Sub-Group Debtor and a Guarantor (as that term is defined in the NM2 Facilities Agreement) is party to this Agreement as a Company Party.

14.4 Representations of Abenewco2 Bis

The representations and warranties set out in Clause 14.3 (*Representations of the Company Parties*) are deemed to be made by Abenewco2 Bis by reference to the facts and circumstances then existing on the date of their Accession Letter.

15 Disclosure

15.1 Disclosure by the Participants

Confidential information about the Company, any Company Party, the Group, the NM1 Group, the Financial Restructuring, Restructuring Proposal Documents, the Restructuring Documents and any of the transactions contemplated by this Agreement, other than information in the public domain prior to the date of this Agreement, shall not be disclosed by any Participant to any person other than to:

- (a) that Participant's Affiliates, officers, directors, employees, professional advisers and auditors for the purpose of discussing, negotiating, preparing, executing, implementing or consummating the transactions contemplated by the Financial Restructuring and the Restructuring Proposal Documents;
- (b) any person to whom information is required or requested to be disclosed by an insolvency officeholder with appropriate authority or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation or by a court of law;
- (c) any other Participant; or
- (d) any person to whom it is necessary to disclose information in order to institute proceedings to enforce the terms of the Restructuring Proposal Documents;
- (e) any other person:
 - (i) to (or through) whom that Participant assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Agreement or any Document as permitted by this Agreement; or
 - (ii) with (or through) whom that Participant enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, this Agreement, any Document or any Company Party,

in each case in compliance with applicable securities laws, provided that, save for disclosure to Affiliates, officers, directors, employees, professional advisers or pursuant to paragraph (b) above, the person to whom the information is to be given has, prior to any such disclosure, entered into a Confidentiality Undertaking in favour of the Participants and the Company.

15.2 Disclosure by the Company Parties

Confidential information about the Parties, the Financial Restructuring, Restructuring Proposal Documents, the Restructuring Agreement and any of the transactions contemplated by this Agreement, other than information in the public domain prior to the date of this Agreement, shall not be disclosed by any Company Party, Abenewco2 Bis or member of the Group to any person other than to:

- (a) that Company Party's, Abenewco2 Bis's or member of the Group's Affiliates, officers, directors, employees, professional advisers and auditors for the purpose of discussing, negotiating, preparing, executing, implementing or consummating the transactions contemplated by the Financial Restructuring and the Restructuring Proposal Documents;
- (b) any person to whom information is required or requested to be disclosed by an insolvency officeholder with appropriate authority or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation or by a court of law;
- (c) other than with the prior written consent of the Super Majority Participants; or
- (d) any person to whom it is necessary to disclose information in order to institute proceedings to enforce the terms of the Restructuring Proposal Documents;

provided that, save for disclosure to Affiliates, officers, directors, employees, professional advisers or pursuant to paragraph (b) above, the person to whom the information is to be given has, prior to any such disclosure, entered into a Confidentiality Undertaking in favour of the Participants.

16 Publicity

- (a) Subject to the cleansing protocol being agreed (i) on or prior to the date of the Restructuring Agreement or (ii) on or prior to 15 January 2019 in the event the Effective Date has not occurred on or prior to such date, no announcement regarding, or reference to, the Restructuring Proposal Documents or the Financial Restructuring, including the identity of any Participant, will be made by or on behalf of any Party (whether publicly or otherwise) without the prior consent of the Super Majority Participants and the Company and, where the identity of any Participant is concerned the consent of that Participant, except as permitted by paragraph (b) below.
- (b) Paragraph (a) above does not apply to any announcement required by court order, law (including but not limited to any securities laws), regulation or any applicable stock exchange. Any Party required to make such an announcement shall, unless the requirement is to make an immediate announcement with no time for consultation, consult with the Ad Hoc Committee and the Company before making the relevant announcement.

16.1 Information

Each Party hereby irrevocably instructs and authorises the Company, the Company's Counsel, the Ad Hoc Committee, the Ad Hoc Committee's legal advisers and the Lock-Up Agent to inform the Parties of the aggregate principal amount of Locked-Up Debt:

- (a) held by the Participants from time to time; and
- (b) that the Tabulation Agent has been instructed to accede to this Agreement in respect of.

17 Specific performance

Without prejudice to any other remedy available to any Party, the obligations under Clauses 5.1 (*Support for the Financial Restructuring*), 5.2 (*Restructuring Agreement*) and 5.5 (*Restrictions on enforcement*) shall, subject to applicable law, be the subject of specific performance by the relevant Parties. Each Party acknowledges that damages shall not be an adequate remedy for breach of the obligations under Clauses 5.1 (*Support for the Financial Restructuring*), 5.2 (*Restructuring Agreement*) and 5.5 (*Restrictions on enforcement*).

18 Further assurance

The Company, each Company Party and each of the Participants shall promptly execute and deliver such other documents or agreements and take such other action as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated by the Restructuring Proposal Documents.

19 Notices

Clause 29 (*Notices*) of the Group Intercreditor Agreement is incorporated into this Agreement mutatis mutandi but so that references therein to the "Agreement" shall be construed as references to this agreement.

20 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

21 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Participant, any right or remedy under any document in relation to any Debt shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

22 Amendments and waivers

- (a) Subject to paragraphs (c) and (d) below, any term of this Agreement in respect of which an amendment or waiver which, in each case, is minor or technical is requested may be amended or waived only with the consent of each member of the NM2 Ad Hoc Committee and the Company and any such amendment or waiver will be binding on all Parties.
- (b) Unless expressly provided otherwise, any amendment or waiver of this Agreement (including the Schedules thereto) which is not minor or technical shall be made only with the consent of the Super Majority Participants and the Company and any such amendment or waiver will be binding on all Parties.
- (c) An amendment or waiver which imposes a more onerous obligation on any Participant or affects any Participant disproportionately in comparison to other Participants may not be effected without the consent of that Participant.
- (d) Any amendment or waiver which affects the rights or obligations of the Existing Agent, Lock-Up Agent or Tabulation Agent may not be effected without the consent of the affected agent (being the Existing Agent, Lock-Up Agent or Tabulation Agent (as applicable)).
- (e) The Lock-Up Agent may effect, on behalf of any Participant, any amendment or waiver permitted by this Clause 22.

23 Reservation of rights

- (a) Unless expressly provided to the contrary, this Agreement does not amend or waive any Party's rights under the relevant Finance Documents or any other documents and agreements, or any Party's rights as creditors of the Company, any member of the Group unless and until the Financial Restructuring is consummated (and then only to the extent provided under the terms of the Restructuring Documents).
- (b) The Parties fully reserve any and all of their rights, until such time as the Financial Restructuring is implemented.

- (c) If this Agreement is terminated by any Party for any reason, the rights of that Party against the other Parties to this Agreement and those other Parties' rights against the terminating Party shall be fully reserved.

24 Accession

Any Representative may, and following incorporation, Abenewco2 Bis shall accede (as a Company Party) to this Agreement by delivering to the Ad Hoc Committee and Lock-Up Agent, an Accession Letter duly executed by it and such Representative and/or such Abenewco2 Bis shall be treated as if it had been an original party to this Agreement.

25 Data Protection

The Parties to this Agreement represent and acknowledge that they have made their respective signatories and designated contact personnel aware that:

- (a) the personal data, being limited only to the identity, position and contact details of the signatory contained in the signature pages of this Agreement (as it related to the identity of the signatory, their position and contact details):
- (i) will be processed accordingly under the responsibility and liability of each Party for the purpose of signing, performing and managing this Agreement and honouring their respective legal obligations; and
 - (ii) could be communicated to: fraud prevention agencies, courts (to comply with legal requirements and for the administration of justice) and other parties where necessary to protect the security or integrity of your company's business operations;
- (b) they may exercise, at any time, their rights of access, rectification, erasure, blocking, data portability and restriction of processing (or any other recognised legal rights) by sending written notice to the relevant party. Any such notice should be the attention of that entities 'data protection officer'; and
- (c) data will be processed over the term of this Agreement and will remain blocked thereafter for as long as any liability may continue to be sought through legal action or contractual claims.

26 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

27 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it is governed by English law.

28 Enforcement

28.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations

arising out of or in connection with this Agreement or a dispute regarding the existence, validity or termination of this Agreement) (a "**Dispute**").

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

28.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law each Company Party (unless incorporated in England and Wales):
 - (i) irrevocably appoints Abengoa Concessions Investments Limited at 26-28 Hammersmith Grove, London W6 7BA s its agent for service of process in relation to any proceedings before the English courts in connection with this Agreement; and
 - (ii) agrees that failure by a process agent to notify the relevant Creditor of the process will not invalidate the proceedings concerned.

If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Company (on behalf of all the Company Parties) must promptly (and in any event within 10 days of such event taking place) notify the Agents and appoint another agent on terms acceptable to each of the Agents (each acting reasonably and in good faith). Failing this, any Agent may appoint another agent for this purpose by notice to each other Agent and the Parent.

- (b) Each Company Party expressly agrees and consents to the provisions of this Clause 28 and Clause 27 (*Governing Law*).

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The Company Parties

| Name of Company Party | Registration Number | Country of Domicile |
|---|----------------------------|----------------------------|
| Abeinsa Asset Management, S.L. | B78654597 | Spain |
| Abeinsa Business Development, S.A. | A90034265 | Spain |
| Abeinsa Engineering, S.L. | B91746727 | Spain |
| Abeinsa EPC, S.A. | A91981589 | Spain |
| Abeinsa Infraestructuras Medio Ambiente, S.A. | A41290792 | Spain |
| Abeinsa Inversiones Latam, S.L. | B85719680 | Spain |
| Abener Energía, S.A.U. | A41679788 | Spain |
| Abengoa Abenewco 1, S.A.U. | A90289075 | Spain |
| Abengoa Abenewco 2, S.A.U. Abengoa Greenbridge, S.A.U. | A90286857 A90158452 | Spain Spain |
| Abengoa Bioenergía Inversiones, S.A. | A91698282 | Spain |
| Abengoa Bioenergía Nuevas Tecnologías, S.A. | A91185595 | Spain |
| Abengoa Bioenergía, S.A. | A91213249 | Spain |
| Abengoa Concessions, S.L. | B90108044 | Spain |
| Abengoa Energía Atacama CSP, S.L.U. | B90345067 | Spain |
| Abengoa Energía, S.A. | A41679788 | Spain |
| Abengoa Energy Crops, S.A. | A90125196 | Spain |
| Abengoa Finance, S.A.U. | A91900266 | Spain |
| Abengoa Greenfield S.A.U. | A90153677 | Spain |
| Abengoa Innovación, S.A. | A91272682 | Spain |
| Abengoa OM Atacama CSP, S.A.U. | A90379744 | Spain |
| Abengoa Operation and Maintenance, S.A. | A90106113 | Spain |
| Abengoa Solar España, S.A.U. | A91185314 | Spain |
| Abengoa Solar Internacional, S.A. | A91776823 | Spain |

| | | |
|---|-----------|------------|
| Abengoa Solar New Technologies, S.A. | A91492116 | Spain |
| Abengoa, S.A. | A41002288 | Spain |
| Asa Desulfuración, S.A. | A48090823 | Spain |
| Asa Iberoamérica, S.L. | B82379801 | Spain |
| Construcciones y Depuraciones, S.A. | A41350679 | Spain |
| Europea de Construcciones Metálicas, S.A. | A41031303 | Spain |
| Gestión Integral de Recursos Humanos, S.A. | A91241703 | Spain |
| Instalaciones Inabensa, S.A. | A41694266 | Spain |
| Negocios Industriales y Comerciales, S.A. | A41008640 | Spain |
| Siema Investment, S.L.U. | B84023373 | Spain |
| Siema Technologies, S.L. | B84023340 | Spain |
| Sociedad Inversora en Energía y Medioambiente, S.A. | A4175097 | Spain |
| Sociedad Inversora Líneas de Brasil, S.L. | B91498832 | Spain |
| Abengoa AbeNewco 2 Bis, S.A.U. (upon its accession) | - | Spain |
| A3T Luxco 2 S.A. | B210719 | Luxembourg |

Schedule 2
Abengoa Group Guarantors

| | Name of Company Party | Registration Number | Country of Domicile |
|-----|---|----------------------------|----------------------------|
| 1. | Abeinsa Asset Management, S.L. | B78654597 | Spain |
| 2. | Abeinsa Business Development, S.A. | A90034265 | Spain |
| 3. | Abeinsa Engineering, S.L. | B91746727 | Spain |
| 4. | Abeinsa EPC, S.A. | A91981589 | Spain |
| 5. | Abeinsa Infraestructuras Medio Ambiente, S.A. | A41290792 | Spain |
| 6. | Abeinsa Inversiones Latam, S.L. | B85719680 | Spain |
| 7. | Abener Energía, S.A.U. | A41679788 | Spain |
| 8. | Abengoa Abenewco 1, S.A.U. | A90289075 | Spain |
| 9. | Abengoa Abenewco 2 Bis, S.A.U. | - | Spain |
| 10. | Abengoa Abenewco 2, S.A.U. | A90286857 | Spain |
| 11. | Abengoa Greenbridge, S.A.U. | A90158452 | Spain |
| 12. | Abengoa Bioenergía Inversiones, S.A. | A91698282 | Spain |
| 13. | Abengoa Bioenergía Nuevas Tecnologías, S.A. | A91185595 | Spain |
| 14. | Abengoa Bioenergía, S.A. | A91213249 | Spain |
| 15. | Abengoa Concessions, S.L. | B90108044 | Spain |
| 16. | Abengoa Energia Atacama CSP, S.L.U. | B90345067 | Spain |
| 17. | Abengoa Energía, S.A. | A41679788 | Spain |
| 18. | Abengoa Energy Crops, S.A. | A90125196 | Spain |
| 19. | Abengoa Finance, S.A.U. | A91900266 | Spain |
| 20. | Abengoa Greenfield S.A.U. | A90153677 | Spain |

| | | | |
|-----|---|-----------|-------|
| 21. | Abengoa Innovación, S.A. | A91272682 | Spain |
| 22. | Abengoa OM Atacama CSP, S.A.U. | A90379744 | Spain |
| 23. | Abengoa Operation and Maintenance, S.A. | A90106113 | Spain |
| 24. | Abengoa Solar España, S.A.U. | A91185314 | Spain |
| 25. | Abengoa Solar Internacional, S.A. | A91776823 | Spain |
| 26. | Abengoa Solar New Technologies, S.A. | A91492116 | Spain |
| 27. | Abengoa, S.A. | A41002288 | Spain |
| 28. | Asa Desulfuración, S.A. | A48090823 | Spain |
| 29. | Asa Iberoamérica, S.L. | B82379801 | Spain |
| 30. | Construcciones y Depuraciones, S.A. | A41350679 | Spain |
| 31. | Europea de Construcciones Metálicas, S.A. | A41031303 | Spain |
| 32. | Gestión Integral de Recursos Humanos, S.A. | A91241703 | Spain |
| 33. | Instalaciones Inabensa, S.A. | A41694266 | Spain |
| 34. | Negocios Industriales y Comerciales, S.A. | A41008640 | Spain |
| 35. | Siema Investment, S.L.U. | B84023373 | Spain |
| 36. | Siema Technologies, S.L. | B84023340 | Spain |
| 37. | Sociedad Inversora en Energía y Medioambiente, S.A. | A4175097 | Spain |
| 38. | Sociedad Inversora Líneas de Brasil, S.L. | B91498832 | Spain |

| | Name of Company Party | Registration Number | Country of Domicile |
|-----|---|----------------------------|----------------------------|
| 1. | Abacus Project Management Inc. | 80-0671247 | USA |
| 2. | Abacus Project Management LLC | 46-1924915 | USA |
| 3. | Abeima India, Pvt. Ltd. | AACCB9602N | India |
| 4. | Abeima Teyma Zapotillo, S.R.L. de C.V. | ATZ120123NA8 | Mexico |
| 5. | Abeima USA LLC | 30-1662652 | USA |
| 6. | Abeinsa Abeima Teyma General Partnership | 32-0414741 | USA |
| 7. | Abeinsa Abener Teyma General Partnership | 46-1142513 | USA |
| 8. | Abeinsa Business Development México, S.A. de C.V. | ABD121206MV6 | Mexico |
| 9. | Abeinsa Business Development, LLC | 99-0383772 | USA |
| 10. | Abeinsa Engineering, S.A. de CV. | AIM120301SIA | Mexico |
| 11. | Abeinsa EPC Kaxu Pty Ltd. | - | South Africa |
| 12. | Abeinsa EPC Khi Pty Ltd | 9373173179 | South Africa |
| 13. | Abeinsa EPC México, S.A de C.V | AEM120711JN1 | Mexico |
| 14. | Abeinsa EPC Xina (Pty) Ltd | - | South Africa |
| 15. | Abeinsa EPC, LLC | 9373173179 | South Africa |
| 16. | Abeinsa Holding Inc. | 80-0479489 | USA |
| 17. | Abeinsa Norte III, S. A. de C. V. | ANI131029RZ0 | Mexico |
| 18. | Abeinsa, LLC | 33-1226461 | USA |
| 19. | Abener Abeinsa for Construction, Water and Energy Company Limited | 1010410784 | Saudi Arabia |
| 20. | Abener Construction Services, LLC. | 20-8230495 | USA |

| | | | |
|-----|---|--------------------|-------------|
| 21. | Abener Energie, S.A.R.L. | 314533 IF 10895882 | Morocco |
| 22. | Abener México, S.A. De C.V. | AME 020704L29 | Mexico |
| 23. | Abener North America Construction, L.P. | 27-3385989 | USA |
| 24. | Abener Teyma Hugoton General Partnership | 27-3067769 | USA |
| 25. | Abener Teyma Mojave General Partnership | 27-3942353 | USA |
| 26. | Abengoa ECA Finance LLP | OC388171 | UK |
| 27. | Abengoa North America, LLC | 37-1711268 | USA |
| 28. | Abengoa Puerto Rico, S.E. | - | Puerto Rico |
| 29. | Abengoa Solar Chile O&M, SpA | 76505498-2 | Chile |
| 30. | Abengoa Solar Chile, SpA | - | Chile |
| 31. | Abengoa Solar Holding Inc | 47-2353032 | USA |
| 32. | Abengoa Solar LLC | 87-0786696 | USA |
| 33. | Abengoa Transmission & Infrastructure, LLC | 26-4768117 | USA |
| 34. | Abengoa US Holding, LLC | 46-1675871 | USA |
| 35. | Abengoa US, LLC | 46-1679573 | USA |
| 36. | Abengoa Water Holding USA Inc | 99-0384126 | USA |
| 37. | Consultora de Servicios y Proyectos Centro Norte, S.A. de C.V. (antigua Servicios Auxiliares de Administración Bajío, S.A. de C.V.) | 141114JUA | Mexico |
| 38. | Inabensa Bharat Private Limited | - | India |
| 39. | Inabensa France, S.A. | 442 401 758 | France |
| 40. | Inabensa LLC | - | Oman |

| | | | |
|-----|--|-----------------------|--------------|
| 41. | Inabensa Maroc, S.A.R.L. | 79,361 | Morocco |
| 42. | Inabensa Saudi Company Limited | - | Saudi Arabia |
| 43. | Nicsa Perú, S.A. | - | Peru |
| 44. | Nicsamex, S.A. de C.V. | 040511 T58 | Mexico |
| 45. | Servicios Auxiliares Administrativos Tabasco, S.A. de C.V. | SAA1411141W5 | Mexico |
| 46. | Simosa IT US, LLC | 27-2094931 | USA |
| 47. | Teyma Abengoa, S.A. | - | Argentina |
| 48. | Teyma Construction USA, LLC. | 46-1730362 | USA |
| 49. | Teyma India Private Limited | U74120MH2011FTC219068 | India |
| 50. | Teyma USA & Abener Engineering and Construction Services General Partnership | 27-1866534 | USA |

**Schedule 3
The Claimants**

SCHEDULE 3 _ CLAIMANTS

| | Debt | Contigent Debt | Financial products | Obligors | Guarantors |
|---|------------------|----------------|---------------------------|--|---------------------|
| Islamic Corporation for the Insurance os Investment and Export Credit (ICIEC) | 9,995,601.34 USD | - | Supplier insurance policy | Abencor Suministros, S.A. (ESP) (en concurso) | Abengoa, S.A. (ESP) |
| Haitong | 4,305,540.70 EUR | - | Derivative | Abengoa, S.A.(ESP) | - |
| Portland General Electric (PGE) | - | 0.00 USD | Performance bond | Abeinsa Abener Teyma General Partnership (USA) | Abengoa, S.A. (ESP) |
| TOTAL (EUR) | 4,305,540.70 EUR | - | | | |
| TOTAL (USD) | 9,995,601.34 USD | 0.00 USD | | | |

| Waiver | | | | | |
|-------------------|--------------------|--------------------|---|--|--|
| Atlantic | 9,779,065.88 USD | 60,368,969.00 USD | Lien Bonds and others bonds | Abener Teyma Mojave General Partnership (USA) | Abengoa, S.A. (ESP) Abeinsa, Ingeniería y Construcción Industrial, S.A. (ESP) [hoy absorbida por abener Energía, S.A.] Abengoa Bioenergía, S.A. (ESP) Abengoa Water, S.L. (ESP) |
| AIG - Puerto Rico | 1,655,314.80 USD | 199,150,000.00 USD | Bonds | Abengoa Puerto Rico, S.E. (Puerto Rico) | Abengoa, S.A. (ESP) |
| Zurich España | 38,506,897.67 EUR | 0.00 EUR | Performance bond | Abener Energía, S.A. (ESP) | Abengoa, S.A. (ESP) |
| Zurich Alemania | 15,359,314.25 EUR | 0.00 USD | Global Buyer Agreement (PPB) and Reverse Factoring (RF) | Ecoagrícola, S.A. (ESP) | Abengoa, S.A. (ESP) |
| | 0.00 USD | 27,739,529.08 EUR | | Abengoa Bioenergy Netherlands, B.V. | Abengoa, S.A. (ESP) |
| | 19,193,482.00 USD | 0.00 USD | | Abener Energía, S.A. (ESP) y Teyma, Gestión de Contratos, S.A (ESP) [hoy absorbida por Abener Energía, S.A.] (UTE Norte III; UTE Tabasco II -4T-) Ecoagrícola | Abengoa, S.A. (ESP) |
| Nationwide | 8,182,949.37 USD | 32,033,270.78 USD | Lien Bonds | Abener Teyma Mojave General Partnership (USA) | Abengoa, S.A. (ESP) Abeinsa, Ingeniería y Construcción Industrial, S.A. (ESP) [hoy absorbida por abener Energía, S.A.] Abengoa Bioenergía, S.A. (ESP) Abengoa Water, S.L. (ESP) |
| RLI | 2,032,623.40 USD | 16,660,731.00 USD | Lien Bonds | Abener Teyma Mojave General Partnership (USA) | Abengoa, S.A. (ESP) Abeinsa Ingeniería y Construcción Industrial, S.A. (ESP) [hoy absorbida por abener Energía, S.A.] Abengoa Solar, S.A. (ESP) Abengoa Water, S.L. (esp) |
| US Exim | 69,076,725.00 USD | 0.00 USD | Export Credit Agency (ECAs) | Abener Energía, S.A. (ESP), Teyma, Gestión de Contratos, S.A (ESP) [hoy absorbida por abener Energía, S.A.] e Instalaciones Inabensa, S.A. (ESP) (Solaben 1&6, Shams y Nuevo Pemex -ACT-) | Abengoa, S.A. (ESP) |
| TOTAL (EUR) | 53,866,211.92 EUR | 27,739,529.08 EUR | | | |
| TOTAL (USD) | 109,920,160.45 USD | 308,212,970.78 USD | | | |

Nota: La deuda "real" (losses) es la deuda comunicada por los acreedores que incluye nominal, intereses, primas y costes legales, en su caso (según el tipo de acreedor).

Schedule 4
Form of Accession Letter

To: Lucid Issuer Services Limited (the "**Lock-Up Agent**")

abengoa@lucid-is.com

Abengoa, S.A. as the Company

From: [Proposed Participating NBF Creditor/Participating NM2 Creditor/Participating Senior OM Creditor/Participating Junior OM Creditor/Participating Claimant]

Dated:

Dear Sirs

ABENGOA, S.A. – Lock-Up Agreement
dated [] (the "Agreement")

- 1** We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
- 2** [Proposed Participating NBF Creditor/Participating NM2 Creditor/Participating Senior OM Creditor//Participating Junior OM Creditor/Participating Claimant/Abenewco2 Bis] agrees to be bound by the terms of the Agreement as a [Participating NBF Creditor/ Participating NM2 Creditor/Participating Senior OM Creditor/Participating Junior OM Creditor/Participating Claimant/Company Party].
- 3** [Proposed Participating NBF Creditor/Participating NM2 Creditor/Participating Senior OM Creditor/Participating Junior OM Creditor/Participating Claimant] Locked-Up Debt as at the Record Date is as follows:

| |
|--|
| [Proposed Participating NBF Creditor/Participating NM2 Creditor/Participating Senior OM Creditor/Participating Junior OM Creditor/Participating Claimant] name: |
| |

Holdings as follows:

| Locked-Up NBF Debt | Principal Amount |
|--------------------|------------------|
| EUR Loan | € _____ |

| Locked-Up NM2 Debt | Principal Amount |
|--------------------------|------------------|
| EUR Loan | € _____ |
| Locked-Up Senior OM Debt | Principal Amount |
| EUR Loan | € _____ |
| USD Loan | \$ _____ |

| | |
|---------------------------------|-------------------------|
| Locked-Up Junior OM Debt | Principal Amount |
| EUR Loan | € _____ |
| USD Loan | \$ _____ |
| Locked-Up Claimant Debt | Principal Amount |
| EUR Loan | € _____ |
| USD Loan | \$ _____ |

- 4** [Note: To be included only if the Participating Creditor has a debt position which is insured by a third party and has not received the authorisation from the relevant insurance provider to accede to this Agreement and bind the relevant insured debt to this Agreement] The Participating Creditor expressly declares that it does not grant its consent to this Agreement in respect of the following holdings:

| Locked-Up Senior OM Debt | Principal Amount | Insurance Provider |
|---------------------------------|-------------------------|---------------------------|
| EUR Loan | € _____ | _____ |
| USD Loan | \$ _____ | _____ |
| Locked-Up Junior OM Debt | Principal Amount | Insurance Provider |
| EUR Loan | € _____ | _____ |
| USD Loan | \$ _____ | _____ |

- 5** [Note: To be included only if the Participating Creditor is a NM2 Noteholder, Senior OM Noteholder and Junior OM Noteholder who instructed Lucid to sign this Agreement on their behalf through the lock-up accession corporate event]. The Participating Creditor expressly declares that this Accession Letter will not affect the validity or irrevocability of the electronic instructions submitted through the clearing systems in relation to the lock-up accession corporate event instructions or the validity or effectiveness of this Agreement.
- 6** [Proposed Participating NBF Creditor/Participating NM2 Creditor/Participating Senior OM Creditor//Participating Junior OM Creditor//Participating Claimant/Abenewco2 Bis] administrative details are as follows:

Address:

[Country of domicile [if different to 'Address']]

Fax No:

Email:

Attention:

- 7** [We have delivered a PPL Deed Poll to the Company prior to or contemporaneously with delivery of this Accession Letter.] [Include for Participating PPL Lenders only]
- 8** This Accession Letter is governed by English law.

[Proposed Participating NBF Creditor/Participating NM2 Creditor/Participating Senior OM Creditor//Participating Junior OM Creditor/Abenewco2 Bis]

By:

Signature:

**Schedule 5
Form of Increase Notice**

To: Lucid Issuer Services Limited (the "**Lock-Up Agent**")

abengoa@lucid-is.com

Abengoa, S.A. as the Company

From: [the Increase Participant] (the "**Increase Participant**")

Dated:

Dear Sirs

ABENGOA, S.A. – Lock-Up Agreement

dated [] (the "**Agreement**")

- 1 We refer to the Agreement. This is an Increase Notice. Terms defined in the Agreement have the same meaning in this Increase Notice unless given a different meaning in this Increase Notice.
- 2 The Increase Participant agrees to assume and will assume all of the obligations corresponding to the Locked-Up Debt described below (the "**Increased Locked-Up Debt**") as if it had been an Original Participant under the Agreement in respect of the Increased Locked-Up Debt.
- 3 The proposed date on which the increase in relation to the Increase Participant and assumption of the Increased Locked-Up Debt is to take effect (the "**Increase Date**") is [].
- 4 The Increase Participant's holding is as follows:

| Locked-Up NBF Debt | Principal Amount of Increased Locked-up Debt | Principal Amount of Locked-Up Debt (Total) |
|--------------------|--|--|
| EUR Loan | € _____ | € _____ |

| Locked-Up NM2 Debt | Principal Amount of Increased Locked-up Debt | Principal Amount of Locked-Up Debt (Total) |
|--------------------|--|--|
| EUR Loan | € _____ | € _____ |

| Locked-Up Senior OM Debt | Principal Amount of Increased Locked-up Debt | Principal Amount of Locked-Up Debt (Total) |
|--------------------------|--|--|
| EUR Loan | € _____ | € _____ |
| USD Loan | \$ _____ | \$ _____ |

| Locked-Up Junior OM Debt | Principal Amount of Increased Locked-up Debt | Principal Amount of Locked-Up Debt (Total) |
|---------------------------------|---|---|
| EUR Loan | € _____ | € _____ |
| USD Loan | \$ _____ | \$ _____ |

| Locked-Up Claimant Debt | Principal Amount of Increased Locked-up Debt | Principal Amount of Locked-Up Debt (Total) |
|--------------------------------|---|---|
| EUR Loan | € _____ | € _____ |
| USD Loan | \$ _____ | \$ _____ |

5 The Increase Participant's administrative details are as follows:

Address:

Fax No:

Email:

Attention:

6 This Increase Notice is governed by English law.

[Increase Participant]

By:

Signature:

**Schedule 6
Form of Sub-Participant's Letter**

To: Abengoa, S.A. as the Company
 CC: [Participant] (the "**Participant**")
 From: [Proposed Sub-Participant] (the "**Sub-Participant**")
 Dated:
 Dear Sirs

**ABENGOA, S.A. – Lock-Up Agreement
dated [] (the "**Agreement**")**

- 1 We refer to the Agreement. This is a Sub-Participant's Letter. Terms defined in the Agreement have the same meaning in this Sub-Participant's Letter unless given a different meaning in this Sub-Participant's Letter.
- 2 The Sub-Participant agrees and acknowledges that the Participant will continue to exercise all of its rights in respect of its [Locked-Up NBF Debt]/[Locked-Up NM2 Debt]/[Locked-Up Senior OM Debt]/[Locked-Up Junior OM Debt]/[Locked-Up Claimant Debt] (noting that at all times that that Participant shall retain all voting rights held in respect of any Locked-Up Debt that has been sub-participated, and neither the Lock-Up Agent nor the Tabulated Agent shall take any instructions from a sub-participant).
- 3 The Sub-Participant's sub-participation in the Locked-Up Debt is as follows:
 [Participating NBF Creditor]/[Participating NM2 Creditor]/[Participating Senior OM Creditor]/[Participating Junior OM Creditor]/[Participating Claimant] [Locked-Up NBF Debt]/[Locked-Up NM2 Debt]/[Locked-Up Senior OM Debt]/[Locked-Up Junior OM Debt]/[Locked-Up Claimant OM Debt]

Name of Participating NBF Lender and/or Participating NM2 Lender and/or Participating Senior OM Lender of Record as per the records of the applicable facility agent

Holdings as follows:

| Locked-Up NBF Debt | Principal Amount |
|--------------------|------------------|
| EUR Loan | € _____ |

| Locked-Up NM2 Debt | Principal Amount |
|--------------------|------------------|
| EUR Loan | € _____ |

| Locked-Up Senior OM Debt | Principal Amount |
|---------------------------------|-------------------------|
| EUR Loan | € _____ |
| USD Loan | \$ _____ |

| Locked-Up Junior OM Debt | Principal Amount |
|---------------------------------|-------------------------|
| EUR Loan | € _____ |
| USD Loan | \$ _____ |

| Locked-Up Claimant Debt | Principal Amount |
|--------------------------------|-------------------------|
| EUR Loan | € _____ |
| USD Loan | \$ _____ |

4 Sub-Participant's administrative details are as follows:

Address:

Fax No:

Email:

Attention:

5 This Sub-Participant's Letter is governed by English law.

[Proposed Sub-Participant]

By:

Signature:

**Schedule 7
Form of Exit Notice**

To: Lucid Issuer Services Limited

abengoa@lucid-is.com

Abengoa, S.A. as the Company

From: [Participating NBF Creditor/Participating NM2 Creditor/Participating Senior OM Creditor/Participating Junior OM Creditor/Participating Claimant] (the "**Participant**")

Dated:

Dear Sirs

ABENGOA, S.A. – Lock-Up Agreement

dated [] (the "**Agreement**")

- 1 We refer to the Agreement. This is an Exit Notice. Terms defined in the Agreement have the same meaning in this Exit Notice unless given a different meaning in this Exit Notice.
- 2 The Participant confirms that it has transferred [all of]² its rights and obligations under this Agreement in respect of its Locked-Up Debt[as set out below,] in accordance with Clause 7.1 (*Restrictions on Participants*).
- 3 The transfer date was [] (the "**Transfer Date**").
- 4 Following the Transfer Date, the Participant's Locked-Up Debt holding is as follows: ³

| Locked-Up NBF Debt | Principal Amount of Locked-up Debt transferred to another Participant | Principal Amount of Locked-Up Debt (Total) ⁴ |
|--------------------|---|---|
| EUR Loan | € _____ | € _____ |

| Locked-Up NM2 Debt (Lender) | Principal Amount of Locked-up Debt transferred to another Participant | Principal Amount of Locked-Up Debt (Total) |
|-----------------------------|---|--|
| EUR Loan | € _____ | € _____ |

| Locked-Up NM2 Debt (Noteholder) | Principal Amount of Locked-up Debt transferred to another Participant | Principal Amount of Locked-Up Debt (Total) |
|---------------------------------|---|--|
| EUR Loan | € _____ | € _____ |

² If only part of its Locked-Up Debt is assigned/transferred, complete table in paragraph 3

³ Delete this paragraph and table if all Locked-Up Debt is assigned/transferred

⁴ Lock-Up Debt retained following a partial transfer of Locked-Up Debt.

| Locked-Up Senior OM Debt | Principal Amount of Locked-up Debt transferred to another Participant | Principal Amount of Locked-Up Debt (Total) |
|---------------------------------|--|---|
| EUR Loan | € _____ | € _____ |
| USD Loan | \$ _____ | \$ _____ |

| Locked-Up Junior OM Debt | Principal Amount of Locked-up Debt transferred to another Participant | Principal Amount of Locked-Up Debt (Total) |
|---------------------------------|--|---|
| EUR Loan | € _____ | € _____ |
| USD Loan | \$ _____ | \$ _____ |

| Locked-Up Claimant Debt | Principal Amount of Locked-up Debt transferred to another Participant | Principal Amount of Locked-Up Debt (Total) |
|--------------------------------|--|---|
| EUR Loan | € _____ | € _____ |
| USD Loan | \$ _____ | \$ _____ |

5 This Exit Notice is governed by English law.

[The Participant]

By:

Signature:

Schedule 8
The NM2 Term Sheet

Sabinar Restructuring Debt Term Sheet

The proposed transaction set out in this debt term sheet (the “**Term Sheet**”) is indicative only and remains subject to contract and subject to, amongst other things, (i) internal approvals from all parties involved; (ii) completion of satisfactory tax, accounting, anti-trust and other regulatory analysis; (iii) resolving any legal or tax structuring issues; (iv) obtaining clearance from any tax, regulatory and/or antitrust authorities, or authorisations needed under the laws of Spain, Mexico and Luxemburg; (v) production of satisfactory documentation to implement the terms contemplated by Term Sheet; (vi) obtaining the execution of the Lok-up and Restructuring Agreement by (as defined below) not less than 75% of the Senior Old Money Creditors, to be reduced to no less than 66.67% of the Senior Old Money Creditors if the NM2 Creditors and the NBF Creditors in their absolute discretion agree (“**Requisite SOM Majority**”) to the restructuring of the Senior Old Money Debt on the terms set out in a separate letter to be submitted by Abengoa, Abenewco1 and Abenewco2 on the date of this Term Sheet outlining its restructuring proposal (the “**SOM Term Sheet**”), such terms will also need to be satisfactory to the NM2 Creditors and the NBF Creditors (the “**SOM Transaction**”) by no later than 11:59pm (London time) on 30 November 2018 (“**SOM Term Sheet Long-Stop Date**”); and (vii) the absence of (a) Material Adverse Effect (as defined below); (b) any default however so arising under any Finance Document that was not outstanding as at the date of this Term Sheet; and (c) any other circumstance or event adversely affecting the capital markets, the banking industry or the finance sector in general or any other affecting Abengoa or the Abengoa group taken as a whole (such as imposition of fines, sanctions, litigation, etc.).

The contents of this Term Sheet are strictly private and confidential. The terms set out in this Term Sheet are summary, indicative terms only and are not intended to include all the terms and conditions which are to be set out in full in the Restructuring Documents (as defined below) to the satisfaction of each of the parties involved. The Restructuring Documents will include, where applicable, compliance, anti-money laundering and sanctions-related provisions as well as any necessary bail-in regulation.

This Term Sheet does not constitute or form part of, and should not be construed as, any offer to sell or issue or invitation to purchase or subscribe for, or any solicitation of any offer to purchase or subscribe for, or otherwise acquire any securities of Abengoa or of any other entities of the Abengoa Group, or an offer to arrange or finance the facilities referred to herein, nor shall it or any part of it form the basis of, or be relied upon, in connection with any contract or investment decision.

The main features to achieve the phase of the restructuring of Sabinar relating to Abenewco 1 and the NM2 Debt (the “**Transaction**”) would be the following:

- (a) Issue of a convertible bond into (i) 99.99% of A3T shares or (ii) 100% of A3T Luxco 2 shares (the “**A3T Convertible Bond**”) to the A3T Bondholder – see Part 1 (A); and put option agreement to be granted by Abenewco 1 to A3T Bondholder – see Part 1 (B);
- (b) Roll over into A3T Luxco 2 or A3T, as applicable, of (i) 45% of NM2 Debt, and (ii) 100% of Interim Financing Debt (“**Rolled Over Debt**”) – see Part 2;
- (c) Amendment of certain terms and conditions of 55% of NM2 Debt remaining at Abenewco 1 level – see Part 3;
- (d) Issue of new reinstated debt in the amount of €28.0m at Abenewco 1 level (“**Reinstated**”

Debt) – see Part 4;

- (e) Issue of a new syndicated bonding line (*línea de avales sindicada*) in the maximum amount of €140m at Abenewco 1 level with the same ranking and priority as the existing NB Facility Agreement (“**New Bonding Line**”) – see Part 5;
- (f) Amendment to certain terms of the Group Intercreditor Agreement (“**Group ICA Amendment Agreement**”)– see Part 6; and
- (g) Implementation of written waiver confirmation from a requisite group of NM1/3 Creditors confirming that they will not vote in favour of acceleration of the Facilities further to the occurrence of certain events of default (other than due to lack of payment or other major defaults to be determined) will be called until the earlier of 28 February 2019 and the date on which the NM1/3 Debt has been repaid in full (the “**NM1 EoDs Waiver**”); and
- (h) Issue of A3T Bondholder Mandatory Convertible and NM2 Creditors Mandatory Convertible by Abenewco 1– see Part 7.

Conditions Precedent

Implementation of the Transaction as envisaged in the Term Sheet and effectiveness of the Restructuring Documents will be subject to the satisfaction, on or before the Closing Date, of the following conditions precedent. All of the following conditions precedent shall be in terms satisfactory to the A3T Bondholder, the NM2 Creditors and the NBF Creditors in addition to any other party which may be specifically included in the list below:

- (a) Execution of the SOM Term Sheet by no later than the SOM Term-Sheet Long-Stop Date;
- (b) Execution of a lock-up and restructuring agreement setting out the terms of implementation of the Transaction and the SOM Transaction between, amongst others, the Requisite SOM Majority and the requisite majorities under the NBF Finance Documents and NM2 Finance Documents to approve and implement the Transaction and the SOM Transaction (the “**Lock-up and Restructuring Agreement**”);
- (c) Approval of the Transaction by needed majorities under the NM1/3 Finance Documents, including needed approvals under the NM1 Governance Agreement as well as the approval of the NM1 EoDs Waiver;
- (d) Approval of the Transaction by needed majorities under the NM2 Finance Documents and NBF Finance Documents (including Interim Financing Agreement), in the understanding that all the creditors under the NBF Finance Documents and all the key creditors under the NM2 Finance Documents will approve the Transaction.
- (e) Approval of the Transaction by needed majorities under the Group Intercreditor Agreement;
- (f) The A3T Equity Value on the date of closing of the Transaction shall be up to a maximum amount of € [97]m (assuming an enterprise value of A3T of €576 m on that date) less
 - (i) any increase in the outstanding NM1/3 debt derived from a delay in the date of closing the Transaction (including, but not limited to, PIK interest accrued up and until such date) after 31 October 2018; and
 - (ii) a retention of not more than USD40m (c. €34m) related to certain guarantees that need to be released) from the proceeds of the sale of the shares representing (as at the date of completion) 16.5 per cent. of the issued share capital of Atlantica Yield plc to Algonquin (the “**Holdback Amount**”) in accordance with the terms so agreed with them (such amount to reduce the A3T Equity Value accordingly);

- (g) Agreement reached with all the Claimants for the restructuring of the Claimants Debt (in accordance with the terms of the SOM Term Sheet), such restructuring to be on terms satisfactory to the creditors under the NM2 Finance Documents and NBF Finance Documents (including Interim Financing Agreement) as well as A3T Bondholder (the "**Claimants Debt Restructuring**"). The Claimants Debt Restructuring shall include the dismissal or withdrawal of the request for the declaration of insolvency of Abengoa (and related subsidiaries) filed by such creditors;
- (h) Delivery of a certified schedule setting out the details of all crystallised and contingent Claimants Debt and confirming there are no further claims anticipated or pending;
- (i) The agreement whereby (i) the Rolled Over Debt is transferred to A3T Luxco 2 or A3T (as applicable); (ii) the 55% of NM2 Debt remaining at Abenewco 1 is amended in the terms set out herein (including the documents by which the A3T Convertible Bond is issued and the creation of the Contingent Tranche; (iii) the Reinstated Debt is issued; and (iv) the New Bonding Line is executed, shall comply with the requirements set out in in the Fourth Additional Provision of the Spanish Insolvency law in terms satisfactory to the creditors under the said debt instruments and subsequent obtention of the court approval (*homologación judicial*) in respect of Abenewco 1 as main debtor thereunder; being the latter a condition subsequent rather than precedent.
- (j) As regards the New Bonding Line, (1) binding commitment from reputable banks to execute the €140m New Bonding Line in the terms and conditions set out in this Term Sheet, and (2) approval by CESCE of coverage of 50% of €125m of the bonds (*avales*) to be issued under the New Bonding Line on terms substantially similar to those of the current CESCE coverage of the NB Facility Agreement. New Bonding Line main terms and conditions shall be to the satisfaction of the existing creditors under the NB Facility Agreement;
- (k) Confirmation from the lead arranger[s] mandated or to be mandated by A3T that the structuring and syndication of a project finance of, at least, €300 m in relation to A3T is feasible within a reasonable period of time;
- (l) Amendments to the constitutional documents and shareholders' arrangements at Abenewco 1, to include reserved matters in the form and substance satisfactory to the NM2 Creditors and the NBF Creditors;
- (m) Updated business plan for years 2018 to 2022 of the whole Abengoa group and detailed report on disinvestment plan, including projected liquidity forecasts (including detail of collection and payments) and 13 week rolling STCFF;
- (n) Financial reporting of Abenewco 1 consolidated perimeter, to be measured on dates to be agreed and which will not be the same as the dates applicable to Abengoa, S.A. consolidated perimeter;
- (o) On the Closing Date, the maximum gross debt pro forma at Abenewco 1 level (excluding NBF Liabilities and the Contingent Tranche shall be capped at €168.8m = €141m NM2 + €28.0m Reinstated Debt
- (p) Absence of an Event of Default under any of the debt instruments of the Abengoa Group (including, without limitation a payment default, insolvency of any material member of the Abengoa Group or any other contingency adversely affecting Abemex which also materially affects A3T and/or Abenewco 1 and its subsidiaries);
- (q) Closing on or before 20 October 2018 (or any later date to be agreed between the A3T

- Bondholder and Abengoa, which in no event shall be later than 31 October 2018) by which shares representing (as at the date of completion) 16.5 per cent. of the issued share capital of Atlantica Yield plc are sold to Algonquin in the terms agreed provided that (i) the NM1/3 Debt is effectively repaid in accordance with the terms and conditions of the NM1/3 Finance Documents (as amended by any waivers granted thereunder) with the proceeds of such sale in a minimum amount of USD284,500,000 m within 5 business days following the date of completion of the sale; and (ii) on the date of completion of the Transaction the outstanding NM1/3 Debt is not greater than €300m and satisfactory evidence is provided to the A3T Bondholder; and
- (r) Appointment of a board of directors in Abenewco 1 conformed by new independent directors in line with the current board of directors in Abengoa, S.A.
 - (s) Evidence that all authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations or registrations required to implement the Transaction have been obtained, including (but not limited to) from any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency of such body, or any court or arbitrator (public or private);
 - (t) Tax analysis on the Transaction and SOM Transaction;
 - (u) A certified post completion group structure chart;
 - (v) A certified copy of the Group's intercompany loan matrix;
 - (w) Confirmation that new bidding for projects, Integrated Projects and AAGES within the Abenewco 1 perimeter;
 - (x) All corporate authorisations required to implement the Transaction and SOM Transaction, including, for the avoidance of doubt the issuance of the A3T Convertible Bonds, the A3T Bondholder Mandatory Convertible and the NM2 Creditors Mandatory Convertible;
 - (y) Change of control analysis covering all material contracts;
 - (z) Anti-trust analysis;
 - (aa) An agreed cleansing regime and an agreed Management Incentive Plan;
 - (bb) Agreed mechanism (in form and substance satisfactory to the NM2 Creditors and the NBF Creditors) for the automatic release of SOM and JOM Guarantees at conversion of the SOM;
 - (cc) Confirmation from Comisión Nacional del Mercado de Valores (in form and substance satisfactory to the NM2 Creditors and the NBF Creditors) that, upon conversion of the instruments for which the Senior Old Money Debt might be exchangeable, there will be no need to launch a takeover bid;
 - (dd) Disclosure of any on-going litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency have been determined, started or threatened against any member of the Group which, if adversely determined, has or could result in any judgement, order, costs or award in excess of €25m;
 - (ee) The Transaction documents in form and substance satisfactory to the NM2 Creditors and NBF Creditors; necessary or required to deliver the Transaction;

The following conditions precedent shall be in terms satisfactory to the A3T Bondholder only (except for CP (g) below that shall be in terms satisfactory to NM2 Creditors that will hold Rolled Over Debt):

- (a) Satisfactory due diligence review of A3T and its business including a satisfactory valuation of A3T which costs shall be borne by the Abengoa Group up to a cap of €150,000;
- (b) Execution by A3T of Power Purchase Agreements (PPAs) for the sale of electricity in a minimum amount of at least 90% of the capacity of the plant and delivery of a satisfactory report from a Mexican technical advisor confirming that such level of PPAs has been reached and such PPAs are satisfactory in terms of pricing, tenor and offtaker's creditworthiness;
- (c) Confirmation from the technical advisor that (i) A3T has sufficient available funds to terminate the construction of the plant until the date of completion and operation; and (ii) binding agreements have been executed between A3T and its suppliers and other commercial creditors for the purposes of evidencing that the A3T commercial debt payment plan delivered to the A3T Bondholder is achievable. Such plan to be to the satisfaction of the A3T Bondholder.
- (d) Fairness opinion issued by an independent and reputable valuation firm (which fees shall be borne by Abengoa) confirming that the conversion price or formula under the A3T Convertible Bond is fair from a financial point of view taking into account the value of A3T as well as other considerations given by Abenewco 1 (including the A3T Bondholder Mandatory Convertible and the Put Option);
- (e) Legal opinion[s] or memorandum under Mexican law on (i) the potential impact that the minority shareholders of A3T may have to, or affect the rights of, the A3T Bondholder (including any tax impact whether due to the acquisition or a subsequent sale); and (ii) the applicability to A3T and the PPAs executed of the former Mexican energy legal regime (*régimen legado*). Costs shall be borne by the Abengoa Group up to the same cumulative cap of €150,000 set forth in (a) above;
- (f) Tax analysis on the acquisition of A3T Luxco 2 or A3T, as applicable, including its impact on the project finance or its acquisition or subsequent sale;
- (g) Full due diligence (including legal and tax) on the NM1 Group and each of its companies;

The Transaction will be implemented no earlier than the date on which the Lock-up and Restructuring Agreement has been entered into by the Requisite SOM Majority and the requisite majorities under the NBF Finance Documents and NM2 Finance Documents. Due to the nature of the Senior Old Money and the Junior Old Money, it is likely that the Old Money Restructuring will take place within a court driven cram down process (*homologación judicial*). The SOM Transaction will therefore be implemented as a second stage, and Sabinar will procure that, together with the SOM Transaction, a full restructuring of the Old Money is conducted with the aim of restructuring the amount of Junior Old Money Debt currently held at Abenewco 2 level ("**JOM Transaction**" and the JOM Transaction together with the SOM Transaction, the "**Old Money Restructuring**").

Abengoa will keep the creditors under the NM2 Finance Documents and NBF Finance Documents (including Interim Financing Agreement) as well as the A3T Bondholder duly informed of any material progress regarding the Old Money Restructuring. The final terms of the Old Money Restructuring shall be to the satisfaction of the creditors under the NM2 Finance Documents and NBF Finance Documents.

Signing of this Term Sheet

In order for this Term Sheet to be validly executed, it shall be signed by the following entities:

- (i) Abengoa, Abenewco 1 and Abenewco 2 (jointly, the “**Obligors**”);
- (ii) the following NM2 Debt creditors: Banco Santander, S.A. Credit Agricole CIB Sucursal en España, Bankia, S.A., certain funds managed and/or advised by KKR, certain funds managed and/or advised by BlueMountain and certain funds managed and/or advised Signature;
- (iii) the following Interim Financing Creditors: Banco Santander, S.A., Credit Agricole CIB Sucursal en España and Bankia, and
- (iv) the following NBF Creditors: Banco Santander, S.A., Credit Agricole CIB Sucursal en España and Bankia, S.A.

Creditors under the NM2 Debt and/or the Interim Financing signing this Term Sheet that have agreed to roll over their NM2 Debt are listed in Schedule 1 (A) and Creditors under the NM2 Debt signing this Term Sheet that have not agreed to roll over their NM2 Debt are listed in Schedule 1 (B). Creditors holding NBF Debt are listed in Schedule 1 (C).

(all together, the “**Participating Creditors**”).

The foregoing is notwithstanding that (a) all of the creditors under the NBF Finance Documents (including the Interim Financing Agreement) and all of the key lenders under the NM2 Finance Documents must consent to the required waivers to implement the transactions contemplated in this Term Sheet and shall execute (or authorise the relevant agent to execute) all the Restructuring Documents to which they are purported to be a party; and (b) all of the Obligors of the Abengoa Group shall execute and grant all the Restructuring Documents to which they are purported to be a party.

For the avoidance of doubt, none of the Participating Creditors is acting, or assuming any commitment whatsoever, in its role as creditor under, or due to holding a position in, any debt instrument (other than as NM2 Creditors, Interim Financing Creditors and NBF Creditors) and, in particular, in respect of the New Bonding Line, the NM1/3 Debt or the Old Money (including, in particular, any insured portion thereunder which shall not be affected or compromised in any way by the execution of this Term Sheet).

Restructuring Documents

The Obligors and the Participating Creditors shall enter into negotiations with a view to agreeing the Restructuring Documents, in a form consistent in all material respects with the Term Sheet, in order to implement and consummate the Transaction and before the Long-Stop Date.

Once the Restructuring Documents are in a form which is consistent in all material respects with the Term Sheet, all condition precedent set out above are satisfied and all internal approvals of each party have been obtained, each Obligor, the companies of the Abengoa Group affected by the Transaction and each Participating Creditor shall, not later than the Long-Stop Date, execute those Restructuring Documents to which it will be a party, provided that nothing in this paragraph shall require an Obligor or a Participating Creditor to execute and deliver a Restructuring Document if, on their reasonable opinion, that Restructuring Document is not in a form which is consistent in all material respects with the Term Sheet.

From the date of this Term Sheet, Abengoa and the Abengoa Group undertake to:

- (a) During the course of each week following the date of this Term Sheet until the SOM Term Sheet Long-Stop Date, update the NM2 Creditors and NBF Creditors on:

- (i) the status of discussions by Abengoa and the Abengoa Group with:
 - (A) the Old Money Creditors regarding the SOM Transaction and the restructuring of the JOM Debt; and
 - (B) the Claimants regarding their participation in the SOM Transaction;
 - (ii) the number of Senior Old Money Creditors (together with the quantum of their Senior Old Money Debt) that have agreed to accede to the Lock-Up and Restructuring Agreement and details of any amendments requested by any Senior Old Money Creditor to the SOM Term Sheet; and
- (b) Provide the NM2 Creditors and NBF Creditors with reasonable access to senior management and provide such information as they may reasonably request for the purposes of developing a contingency plan (in a form and substance satisfactory to the NM2 Creditors and NBF Creditors) (the “**Contingency Plan**”) in the event that the Group is unable to implement the SOM Transaction and get the consent of the requisite holders of Old Money Debt to consent to the proposed restructuring of their liabilities as set out in the Group’s announcement dated 30 September 2018.

Abengoa and the Abengoa Group hereby consent to full disclosure, communication and correspondence between the advisers to the NM2 Creditors and NBF Creditors for the purposes of developing the Contingency Plan.

Any issues that may arise from the interpretation or the content of this Term Sheet (when drafting the long form documents or otherwise) will be interpreted according with the principles of Spanish law.

Definitions

In this Term Sheet:

“**A3T**” means Abent 3T S.A.P.I., S de R.L. de C.V.;

“**A3T Bondholder**” means Banco Santander, S.A. or an entity controlled by Banco Santander, S.A. and/or any other NM2 Creditor, Interim Financing Creditor and/or NBF Creditor who wishes to participate in the A3T Convertible Bond provided that it assumes its pro rata amount.

“**A3T Bondholder Mandatory Convertible**” means the mandatory convertible bonds convertible into 4% of Abenewco 1 share capital to be issued in favour of the A3T Bondholder;

“**A3T Underwriter**” means Banco Santander, S.A.;

“**A3T Convertible Bond**” shall have the meaning given to it at the beginning of this document.

“**A3T Equity Value**” means the equity value amounting to € [97] m assuming an enterprise value of A3T of €576 m on the consummation date of the Transaction less (i) any increase in the outstanding NM1/3 debt derived from a delay in the date of closing (including, but not limited to, PIK interest accrued up and until such date) after 31 October 2018; and (ii) the Holdback Amount;

“**A3T Luxco 1**” means A3T Luxco 1 S.A., a société anonyme incorporated under Luxembourg law with registered office at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under the number B 212.306;

“**A3T Luxco 2**” means A3T Luxco 2 S.A., a société anonyme incorporated under Luxembourg law with registered office at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under the number B 210.719;

“**Abengoa**” or “**Sabinar**” means Abengoa, S.A.;

“**Abenewco 1**” means Abengoa Abenewco 1, S.A.U.;

“**Abenewco 2**” means Abengoa Abenewco 2, S.A.U.;

“**Claimants Debt**” means the actual and contingent debt held by creditors who successfully challenged the previous cram-down (*homologación*) of the Group's debt executed in 2016. Identity of Claimants as well as detail of their debt is attached hereto as Schedule 4;

“**Closing Date**” means the date on which the A3T Convertible Bond and the Finance Documents are entered into and declared effective, in accordance with its terms;

“**Finance Documents**” means the NM1/3 Finance Documents, the NM2 Finance Documents and the NBF Finance Documents (including the Interim Financing Agreement), all of them as amended in accordance with this Term Sheet as well as new finance documents to be entered into in accordance with this Term Sheet (i.e. Rolled Over Debt, Reinstated Debt, New Bonding Line and A3TBondholders Mandatory Convertible, the NM2 Creditors Mandatory Convertible);

“**Group Intercreditor Agreement**” means the intercreditor agreement entered into on 28 March 2017 by, among others, Abengoa, S.A. as Parent, Agensynd, S.L. as NM2 Facility Agent, NM2 Noteholders Representative, NB Facility Agent, Common Senior OM Agent, Common Junior OM Agent, EPC-Sub-Group Security Agent, NM2 Priority Collateral Security Agent, NM2/NBF Independent Collateral Security Agent and OM Security Agent, Global Loan Agency Services Limited, as Common NM1/3 Agent and the entities named therein;

“Interim Financing Creditors” means the holders of Interim Financing Debt vis a vis Abenewco 1 under the Interim Financing Agreement;

“Interim Financing Debt” means the debt arising vis a vis Abenewco 1 under the Interim Financing Agreement;

“Interim Financing Agreement” means the syndicated facility agreement amounting €65m entered into on 27 November 2017 between Abenewco 1, as borrower, Abengoa, S.A., certain other companies within its group as guarantors and certain entities as lenders with Agensynd acting as Agent, as amended on 30 May 2018;

“Junior Old Money Debt” means the debt arising vis a vis Abenewco 2 under the JOM Finance Documents, as such term is defined in the Group Intercreditor Agreement;

“Long-Stop Date” means 14 December 2018 or such later date as may be agreed by the Company and the Participating Creditors.

“Mandatory Convertible Bonds” means the A3T Bondholder Mandatory Convertible and the NM2 Creditors Mandatory Convertible.

“Material Adverse Effect” means a material adverse effect on:

- (a) the business, operations, assets, or condition (financial or otherwise) of the Group taken as a whole or any Obligor or Material Subsidiary (as these terms are defined in the NM2 Finance Documents);
- (b) the ability of the relevant companies of the Abengoa group to perform and comply with any of its obligations under any Finance Document;
- (c) the validity, enforceability of, or ranking of the rights under, any Finance Document (in particular, the Transaction Security Documents); or
- (d) any right or remedy of any creditor under a Finance Document.

“NM1 Orphan Group” means Orphan Holdco and its subsidiaries from time to time;

“NM1/3 Debt” means the debt arising vis a vis Orphan Holdco under the NM1/ Finance Documents;

“NM1/3 Intercreditor Agreement” means the intercreditor agreement entered into on 28 March 2017 by, among others, the companies belonging to the NM1 Orphan Group, the entities acting as creditors under the NM1/3 Finance Documents and Global Loan Agency Services Limited as Agent and Security Agent;

“NM1/3 Finance Documents” has the meaning given to that term in the Group Intercreditor Agreement;

“NM1 Governance Agreement” means the governance agreement entered into on 28 March 2017 by Stichting Seville, Orphan Holdco, the companies belonging to the NM1/Orphan Group and Global Loan Agency Services Limited;

“NM1/3 Transaction Security” means the security interest granted from time to time for the benefit of the lenders under the NM1/3 Finance Documents;

“NM2 Creditors Mandatory Convertible” means the mandatory convertible bonds convertible into 18% of Abenewco 1 share capital to be offered to the holders of NM2 Debt that will remain at Abenewco 1 level;

“NM2 Creditors” means the holders of NM2 Debt vis a vis Abenewco 1 under the NM2 Finance Documents;

“NM2 Debt” means the debt arising vis a vis Abenewco 1 under the NM2 Finance Documents;

“NM2 Bonds Issuance Deed” means the public deed executed on 17 March 2017 by Abenewco 1 by virtue of which the issuance of the NM2 Bonds (as defined therein) was formalised;

“NM2 Finance Documents” means the NM2 Loan Agreement and the NM2 Bonds Issuance Deed together with any other documents entered into in relation thereto, as defined in the Group Intercreditor Agreement;

“NM2 Loan Agreement” means the syndicated facility agreement amounting €223.253.378,96 entered into on 17 March 2017 between Abenewco 1, as borrower, Abengoa, S.A., certain other companies within its group as guarantors and certain entities as lenders with Agensynd acting as Agent;

“NM2 Transaction Security” means the security interest granted from time to time for the benefit of the holders of the NM2 Debt;

“NBF Creditors” means the holders of NBF Debt vis a vis Abenewco 1 under the NBF Finance Documents

“NBF Debt” means the debts arising vis a vis Abenewco 1 under the NBF Finance Documents

“NBF Finance Documents” means the NB Facilities Agreement and the Interim Facility Agreement, together with any other documents entered into in relation thereto, as defined in the Group Intercreditor Agreement;

“NBF Transaction Security” means the security interest granted from time to time for the benefit of the lenders under the NBF Finance Documents;

“New Bonding Line” has the meaning given to it in page 1 of this Term Sheet;

“NB Facilities Agreement” means the syndicated bonding facilities for a maximum amount of €322,641,956.60 entered into on 17 March 2017 by Abenewco 1, Abengoa, S.A. certain companies of its Group as guarantors, Banco Santander, S.A. as Fronting Entity and the financial entities named therein;

“Old Money” means, jointly, the Senior Old Money and the Junior Old Money;

“Orphan Holdco” means ABG Orphan Holdco, S.à r.l. a société à responsabilité limitée incorporated under Luxembourg law with registered office at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under the number B 213.239;

“Put Option Agreement” means the put option agreement granted by Abenewco 1 for the benefit of the A3T Bondholder as consideration for the A3T Convertible Bond;

“Reinstated Debt” has the meaning given to it in page 1 of this Term Sheet;

“Restructuring Documents” means the A3T Convertible Bond and the Finance Documents;

“Rolled Over Debt” has the meaning given to that term in page 1 of this Term Sheet;

“Senior Old Money Debt” means the debt arising vis a vis Abenewco 2 under the SOM Finance Documents, as such term is defined in the Group Intercreditor Agreement;

“Title Transfer Transaction Security” means each of:

- (a) the Luxembourg law transfer of ownership of shares for security purposes agreement in respect of the shares in A3TLuxco1 in favour of the Company; and
- (b) the A3T Luxco2 Luxembourg law transfer of ownership of receivables for security purposes agreement in respect of receivables that A3TLuxco2 holds against A3TLuxco1 in favour of the Company.

Part 1 (A)
A3T Convertible Bond

| | |
|---------------------------|--|
| Issuer | <p>A3T Luxco 2 (the “Issuer”).</p> <p>If the A3T project finance is raised on or before the Closing Date for the purposes of repaying in full the NM1/3 Debt, the Issuer may be changed to A3T Luxco 1 or A3T at the discretion of the A3T Bondholder.</p> |
| Securities Offered | <p>Convertible Bonds due 2023 (the “Bonds”) into newly issued ordinary shares of the Issuer representing, at least, 99.99% of its share capital (the “Shares”).</p> |
| Maximum Issue Size | <p>(a) €97 m if the Holdback Release Event has occurred before the date of closing of the A3T project finance and the Released Holdback Amount amounts to €34 m and is effectively used to repay NM1/3 Debt, or (b) €63 m in any other event (unless the A3T Bondholder exercises the A3T Bondholder Option, in which case the Maximum Issue Size shall be €63 m plus the amount of such option) (the “Maximum Issue Size”). The Maximum Issue Size will be reduced in the amount increased under the NM1/3 Debt derived from a delay in the date of closing of the Transaction after 31 October 2018 (including, but not limited to, PIK interest accrued up and until such date of closing).</p> <p>The Issuer will issue, and the A3T Bondholder will subscribe for Bonds in different fungible tranches in the amounts and dates set forth below up to the Maximum Issue Size. The below calendar will be reviewed and subject to the liquidity forecast and cash flow to be delivered in accordance with the condition precedent (m) at the beginning of this Term Sheet. If further to that review, and in any event prior to implementation, the dates or amount of any of the Tranches 1 and/or 2 is to be changed (in respect of the dates) or reduced (in respect of the amounts) set out below, the consent from all the lenders of the Rolled Over Debt, from the funds managed and/or advised by KKR and from the funds managed and/or advised by BlueMountain will be required to effect such modification of dates or reduction of amounts in the calendar. If such modification of dates or reduction of amounts is not approved by all the said creditors, the calendar and amounts set out below will not be considered satisfactory for the A3T Bondholder (unless otherwise consented in writing by the A3T Bondholder):</p> <ul style="list-style-type: none">- Tranche 1: The Issuer will issue, and the A3T Bondholder will subscribe for Bonds in an amount of €30 m on the Closing Date;- Tranche 2: Provided that the A3T project finance has been raised and the NM1/3 Debt has been repaid in full (the “First Milestone”), the Issuer will issue, and the A3T Bondholder will subscribe for Bonds in an amount of €20 m within 10 Business Days after the date of completion of the First Milestone; |

- **Tranche 3:** Provided that the First Milestone has occurred, the “commercial operations date” in respect of A3T has taken place and a satisfactory Old Money Restructuring has been achieved (jointly, the “**Second Milestone**”), the Issuer will issue, and the A3T Bondholder will subscribe for Bonds in the remaining amount until the Maximum Issue Size is reached (including any Released Holdback Amount if the Holdback Release Event has occurred before the date of closing of the A3T project finance) within 10 Business Days after the date of completion of the Second Milestone.

If the Holdback Release Event has not occurred before the date of closing of the A3T project finance, at the A3T Bondholder’s election (the “**A3T Bondholder Option**”), the Issuer will issue, and the A3T Bondholder will subscribe for Bonds in an amount of up to €34 m, so that the Issuer can apply such amount directly to repay the NM1/3 Debt on the date of closing of the A3T project finance so that, together with the proceeds out of the A3T project finance, the NM1/3 Debt is repaid in full. For the purposes of this provision:

“**Holdback Release Event**” shall mean a release of all or part of the Holdback Amount and an application of such funds to repay the NM1/3 Debt

“**Released Holdback Amount**” shall mean any Holdback Amount effectively released in favour of ACIL Luxco 1 and used to repay NM1/3 Debt.

The Released Holdback Amount, if released after the repayment in full of the NM1/3 Debt, may be upstreamed by ACIL Luxco 1 to the relevant member of the Abengoa Group and will be freely available for the Abengoa Group to satisfy its general corporate needs. A “**satisfactory Old Money Restructuring**” will be considered achieved if (a), at least, 75% of the Old Money debt (i.e. 75% of the Senior Old Money and the Junior Old Money) outstanding at that time has agreed to restructure its debt in terms satisfactory to the NM2 Creditors and the NBF Creditors (including New Bonding Line providers) and a request for a judicial homologation (complying with all requirements under the Spanish Insolvency Law) has been filed, or (ii) the SOM Transaction is implemented through a consensual route, further to the consent of the Requisite SOM Majority, also in terms satisfactory to the NM2 lenders and the NB providers.

This calendar is for the benefit of the A3T Bondholder. The A3T Bondholder may elect at its sole discretion at any moment in time to subscribe and fund 100% of the Maximum Issue Size being therefore the Issuer obliged to issue the Bonds within 10 Business Days as from the A3T Bondholder’s written request to do so.

Underlying Shares

Newly issued Shares representing up to 99.99% of the Issuer’s share capital.

The percentage of the Issuer's share capital to which the A3T Bondholder will be entitled upon conversion shall be equivalent to the proportion that the Final Issue Size bears to the Maximum Issue Size (with a maximum of 99.99%).

For the purposes of this provision:

"Final Issue Size" shall mean the amount of Bonds finally issued by the Issuer and subscribed by the A3T Bondholder in accordance with the calendar and milestones set out in "Maximum Issue Size" above.

A mechanism to ensure that the existing shares of the Issuer (held by Abener Energía and A3T Holdco in case of A3T Luxco 2, by A3T Luxco 2 in case of A3T Luxco 1 and by A3T Luxco 1 in respect of A3T) are delivered to the A3T Bondholder upon conversion of the Bonds will be implemented in the documentation. This mechanism will only apply when these existing shares represent a maximum of 0.01% of the Issuer's share capital post-conversion of the Bonds (the **"Existing Shares"**).

| | |
|------------------------------|--|
| A3T Bondholder | Banco Santander, S.A. (or any entity controlled by it) and/or any other NM2 Creditor, Interim Financing Creditor and/or NBF Creditor who wishes to participate in the A3T Convertible Bond provided that it assumes its pro rata amount. |
| Denomination | €100,000 (the "Principal Amount") |
| Purpose | Proceeds under the Bonds shall be used to finance general corporate needs of the Abengoa Group (but shall not be used in any case to repay or pay whatsoever amount owed under any financial debt, including the Claimants Debt). |
| Form | Registered |
| Ranking of the Bonds | At the Issuer level, the A3T Convertible Bond will rank junior to the Rolled Over Debt and to the NM1/3 Debt, until such NM1/3 Debt is repaid. Upon maturity or conversion following a Sale Event (as defined below), any outstanding amounts will be assumed by Abenewco 1 under the NM2 Contingent Tranche and will therefore rank <i>pari passu</i> with NM2 Debt. |
| Purchase Price | 100% of the Principal Amount. The A3T Bondholder will subscribe for the Bonds in cash in accordance with the calendar and milestones set out in "Maximum Issue Size" above. |
| Closing Date | Upon satisfaction of all Conditions Precedent established in this Term Sheet and those contained in the Restructuring Documents. |
| Maturity Date | December 2023 |
| Fixed Interest Amount | 9% annual payable on the earlier of the conversion date or the Maturity Date. |
| Conversion Price | A price per Share which, upon conversion, will entitle the A3T Bondholder to receive newly issued Shares representing a |

percentage of the Issuer's share capital equivalent to the proportion that the Final Issue Size bears to the Maximum Issue Size (with a maximum of 99.99%).

Redemption or conversion into Shares

The A3T Bondholder will have the option at any time to either redeem all or part of its Bonds for an amount in cash equivalent to the Cash Settlement Amount (as defined below) per Bond or convert all of their bonds into the number of Shares resulting from dividing the Cash Settlement Amount by the Conversion Price.

Partial conversion of the Bonds to be considered in long form documentation and to be agreed between the Issuer, all the creditors under the Rolled Over Debt and the A3T Bondholder. For the above purposes the "**Cash Settlement Amount**" shall be an amount in cash equal to the Principal Amount plus accrued interests up to the redemption or conversion date.

The A3T Bondholder shall not redeem or convert the Bonds until the NM1/3 Debt has been repaid in full.

Distribution upon a Sale Event

If a Sale Event (as defined below) takes place (whether before or after the conversion of the A3T Convertible Bond) and

- (a) the price offered (net of any costs, expenses and taxes) (the "**Sale Proceeds**") is equal to, or higher than, the Cash Settlement Amount plus the outstanding amount of the Rolled Over Debt, the Issuer shall repay in full the Cash Settlement Amount and the Rolled Over Debt outstanding. If the sale is directed by Abengoa (prior to conversion of the A3T Convertible Bond), no consent from the A3T Bondholder will be required.

Any Excess Disposal Proceeds, regardless of the Sale date, shall be shared on a 50% basis between the A3T Bondholder (as payment of a prepayment fee) and the Issuer in accordance with the Upside Sharing section below; or

- (b) the Sale Proceeds are below the Cash Settlement Amount plus the outstanding amount of the Rolled Over Debt, the prior written consent from the A3T Bondholder to commit or execute the Sale will be required. If it is not granted, the Sale shall not be committed or consummated. If approved by the A3T Bondholder, the Sale may be consummated (provided that the Rolled Over Debt is repaid in full (or, otherwise, all the Rolled Over Debt creditors give their prior written consent), and the Sale Proceeds shall be applied to pay (i) first, the Rolled Over Debt outstanding (in full, unless otherwise consented) to the lenders thereunder and (ii) second, with any outstanding proceeds, partially the Cash Settlement Amount. Prior to the conversion of the Bonds, the remaining amount of the Cash Settlement Amount will have recourse vis-à-vis Abenewco 1 under the guarantee granted by Abenewco 1 and will result in the crystallisation of any outstanding Cash Settlement Amount under the Contingent Tranche (as defined in Part 3). After the conversion of the Bonds, the recourse vis-à-vis Abenewco 1

will be structured through the Put Option arrangements set out in Part 1 (B) of this Term Sheet.

For the above purposes: a “**Sale Event**” will occur if A3T Luxco 2 or A3T Luxco 1 (the “**Seller**”) effectively sell to a third party (other than an entity pertaining to the group of entities to which the A3T Bondholder pertain) (the “**Acquirer**”), pursuant to a Competitive Sales Process (as defined in Part 1(B) below) or following the receipt of a Fair Market Value Opinion (as defined in Part 1(B) below), 100% or a portion of the shares of A3T Luxco 1 or A3T (as applicable) or the A3T business (the “**Sale**”).

Anti-dilution provisions

Standard Euromarket anti-dilution protection.

Guarantor

Abenewco 1, for the purposes foreseen in the “Distribution upon a Sale Event” section above.

The guarantee may be enforced totally or partially on or after the date of occurrence of a Sale Event and will remain valid and enforceable in respect of any sale agreed up to the Put Termination Date.

In absence of a Sale, the Put Option arrangements set out in Part 1 (B) of this Term Sheet will apply, following conversion of the A3T Convertible Bond.

Additional Guarantor

A3T Luxco 1 after the repayment in full of the NM1/3 Debt

Security

On the Closing Date: To the extent feasible in accordance with the level of majorities required under the Group Intercreditor Agreement and the NM1/3 Finance Documents, second-ranking pledge over the existing shares of the Issuer held by Abener Energía and A3T Holdco. Fully subordinated to the NM1/3 Debt and to be shared, if required under the Group Intercreditor Agreement, with the NM2 Creditors and the NBF Creditors (provided that these creditors agree that such pledge is for the benefit only of the A3T Underwriter/Bondholder).

Upon repayment in full of the NM1/3 Debt: first ranking pledge over the Shares of the Issuer, the shares in A3T Luxco 1 and any other asset of the Issuer (such as intercompany loans vis-à-vis A3T Luxco 2 or A3T Luxco 1). These pledges shall only be enforceable if the Rolled Over Debt is repaid in full as a result of such enforcement or with the prior written consent of the Rolled Over Debt Creditors.

Such pledges to follow the financial collateral regulations to the extent legally possible

Negative Pledge

Full negative pledge (other than the MN1/3 security until its repayment date).

Other covenants/restrictions

In addition to standard provisions for this type of transactions:

The A3T project finance terms and conditions shall be to the satisfaction of the A3T Bondholder.

Any material decision relating to A3T shall require the prior written consent from the A3T Bondholder.

Prohibition applicable to the Issuer and any of its subsidiaries

(including A3T) to incur financial or commercial indebtedness other than (i) the NM1/3 Debt and, upon its full repayment, the A3T project finance satisfactory to the A3T Bondholder; (ii) the Roll-Over Debt and (iii) the permitted commercial debt at the level of A3T to be agreed and defined in the A3T Convertible Bond documentation.

Standard provisions

The subscription agreement will contain standard provisions for this type of transactions (including provisions allowing the free transfer and assignment of the Bonds under conditions to be agreed between the Issuer and the A3T Underwriter in the A3T Convertible Bond documentation).

Governing law

To be determined

Settlement

Euroclear and Clearstream, Luxembourg

Fiscal Agent

To be determined by the Issuer

Calculation Agent

To be determined by the Issuer

Part 1 (B)**Put Option Agreement**

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|---|---|
| Effectiveness | The Put Option shall only be effective upon a conversion in full of the A3T Convertible Bond. |
| Grantor | Abenewco 1, as guarantor under the A3T Convertible Bond |
| Beneficiary | The A3T Bondholder |
| Scope | <p>100% of the shares of A3T Luxco 2 or A3T Luxco 1 or 99.99% of the shares of A3T at the moment the put option is exercised.</p> <p>Notwithstanding the foregoing, the Put Option can also be exercised after a partial Sale of the relevant shares since the Put Option will survive and continue to be in force and enforceable in respect of the remaining shares held by the A3T Bondholder</p> <p>For clarification purposes, Put Option is in addition to and notwithstanding the personal guarantee granted by Abenewco 1 under the A3T Convertible Bond.</p> |
| Put Option Premium | N/A. Put Option to be granted to Beneficiary under the A3T Convertible Bond and upon a conversion event. |
| Term and Exercise Period | From the Conversion Date and until December 2023 (the “ Put Option Termination Date ”). |
| Put Option Exercise Price | <p>The Final Issue Size + 9% annual minimum yield.</p> <p>In case of a Sale Event, the regulation of the “Distribution upon a Sale Event” section above shall apply. If a Sale of all the shares occurred, the Put Option and the corresponding Contingent Tranche will be terminated (regardless of the personal guarantee of Abenewco 1 that will remain in force until the Cash Settlement Amount has been paid in full to the A3T Bondholder). On the contrary, if the Sale was partial, the Put Option will remain in force in respect of the shares held by the A3T Bondholder (post-Sale) and the Contingent Tranche shall be reduced by the pro rata amount that the A3T shares sold bears to the Final Issue Size.</p> <p>For clarification purposes, the above mechanism shall apply to a total or partial sale or other kind of disposal of the relevant shares (A3T Luxco 2, A3T Luxco 1 or A3T, as applicable) or the Project.</p> <p>All amounts to be determined net of reasonable and evidenced costs, expenses and taxes incurred in the sale process.</p> |
| Reps and Warranties from Beneficiary upon exercise of Put Option | <p>In case of exercise of the Put Option the Beneficiaries shall give reps & warranties in relation to their capacity and title to the shares of A3T Luxco 2 / A3T Luxco 1 / A3T (as applicable).</p> <p>No reps & warranties will be given if the Put Option is exercised upon a sale of the relevant shares (or the Project, as</p> |

the case may be) to a third party as detailed above.

Rules applicable to any Sale

Any total or partial Sale made by the Beneficiary (post-conversion of the A3T Convertible Bond) or indirectly by Abengoa (pre-conversion of the A3T Convertible Bond) of A3T, its business or any holding company of A3T shall be either:

- (a) pursuant to a Competitive Sales Process; or
- (b) where a reputable international investment bank or a reputable international professional services firm (the **"Independent Financial Adviser"**) selected by the Beneficiary has delivered an opinion in respect of such sale or disposal confirming that the amount received in connection therewith is fair from a financial point of view taking into account all relevant circumstances (**"Fair Market Value Opinion"**); provided that the liability of such Independent Financial Adviser in giving such opinion may be limited to the amount of its fees in respect of such engagement;

"Competitive Sales Process" means any auction or other competitive sales process conducted with the advice of the Independent Financial Adviser to be appointed by (i) prior to the conversion of the A3T Convertible Bond, Abengoa with the written consent of the Beneficiary, or (ii) after the conversion of the A3T Convertible Bond, the Beneficiary (without any requirement to consult with, or request the consent from, Abengoa or any of its subsidiaries).

In the event that the A3T Bondholder has converted the A3T Convertible Bond into shares of the Issuer, it shall make its best efforts to start the Sale process no later than one (1) year before the Maturity Date of NM2 Debt

Put Option Exercise Events

1. No total sale of A3T business to a third party on the Put Option Termination Date. If a partial sale was effected before the Put Option Termination Date, the Put Option will remain in full force and effect in respect of the shares held by the A3T Bondholders until the Put Option Termination Date.
2. 3 months prior to the maturity date or at any time as from the date of acceleration of any debt with recourse to Abenewco 1 (including the NM2 Debt and the NB Finance Documents) on or before the Put Option Termination Date in accordance with the terms of (and subject to the requisite majorities under) the said debt instruments.
3. (a) 3 months prior to the maturity date of the Senior Old Money or the Junior Old Money; or (b) at any time as from the date of enforcement of any of the said debt instruments.
4. In the event that the NM1/3 Debt is accelerated,

claimed or enforcement proceedings are initiated in respect of the debt, the guarantees or the NM1/3 security.

5. If it becomes illegal for A3T Bondholder or a material increase in capital requirements is imposed on the A3T Bondholder due to holding a participation (whether direct or indirect, in equity or via a convertible instrument) in a company like A3T.

Upside Sharing

Sale Proceeds which are above an enterprise value of €576m (or above an equity value equal to the Issue Size + 9% annual yield accrued up and until the date on which the sale is executed) but deducting any financial costs accrued under any debt instrument related to A3T or any other costs derived from the NM1 Orphan structure will be shared between the Beneficiary and Abenewco 1 on a 50%/50% basis (the “**Excess Disposal Proceeds**”). The percentage of Excess Disposal Proceeds corresponding to Abenewco 1 will be applied (i) first, to prepay the NM2 Debt (other than NM2 Debt which constitutes Rolled Over Debt), (ii) second, to create a cash collateral as security for the outstanding bonds issued under the NB Facility Agreement and the New Bonding Line.

No sharing of Sale Proceeds will apply after the Put Termination Date if the Sale was carried out by the A3T Bondholder (post-conversion of the A3T Convertible Bond) except as contemplated in paragraph below. However, if the Sale is directed by Abengoa (pre-conversion), Sale Proceeds will be shared on a 50% basis between the A3T Bondholder and Abenewco 1 whether the Sale is executed before or after the Put Termination Date.

The A3T Bondholder will be entitled to renounce to the Put Option right at any time before the Put Termination Date, however, such waiver shall not be made with the sole purpose of avoiding the application of this Upside Sharing. In this sense, if within 6 months after the waiver date of the Put Option, the A3T Bondholder effectively transfer to a third party the A3T business, the Upside Sharing provisions will continue to apply and the A3T Bondholder agree to share 50% of the Excess Disposal Proceeds with Abenewco 1.

Non-transferability of put option by Beneficiary (other than to companies or funds within its group).

Governing Law and Jurisdiction

Spanish law, courts and tribunals of Madrid

Part 2 Rolled Over Debt

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|-----------------|---|
| Borrower | The Issuer under the A3T Convertible Bond |
| Lenders | <p>Creditors under NM2 Debt and creditors under Interim Financing Debt that accept to be rolled over into A3T Luxco 2 or A3T, as applicable, taking into account the following criteria:</p> <ul style="list-style-type: none"> (i) First, the A3T Underwriter will be entitled to roll over 100% of its exposure under NM2 Debt and the Interim Financing; (ii) Second, NM2 Creditors that have provided Interim Financing to Abenewco 1 will be entitled to roll over its exposure under NM2 Debt. If their exposure cannot be rolled over in full because the maximum amount is reached, NM2 Creditors that provided Interim Financing will roll over their participation in the NM2 Debt pro rata to such participation and 100% of their exposure under the Interim Financing; and (iii) Once creditors defined under limbs (i) and (ii) above have exercised their right to roll over, the remaining NM2 Creditors will be offered to roll over their exposure under the NM2 Debt, until an amount equal to 45% of NM2 Debt has been rolled over, pro rata to their participation in the NM2 Debt. |
| Agent | Agensynd |
| Group | Borrower and its subsidiaries |
| Facility | Term Loan Facility |
| Amount | <p>€[114]m (45% of NM2 Debt as of the Closing Date, excluding the mandatory prepayment fee which will not be deemed accrued and will remain as it is) + €67m (100% of Interim Financing Debt as of the Closing Date) to be implemented either as two tranches of the same facility or as two separate facilities.</p> <p>KKR, BlueMountain and Signature will agree to keep their NM2 Debt positions at the level of Abenewco 1 and therefore, not to rollover such debt into A3T Luxco/A3T.</p> |
| Ranking | <ul style="list-style-type: none"> (i) The NM2 Rolled Over Debt and the Interim Financing Rolled Over Debt to be considered pari passu (in terms of ranking and priority of payment). (ii) The Rolled Over Debt to be senior to the A3T Convertible Bond. (iii) All the creditors under the NM2 Rolled Over Debt and the Interim Financing Rolled Over Debt will acknowledge and accept that A3T Bondholder debt position (including its legitimate assignees or successors) in the Rolled Over Debt shall be pari passu for all purposes (even if A3T Bondholder debt is considered to, or qualifies as, legally subordinated |

debt in any jurisdiction).

- (iv) The Rolled Over Debt will accept to be junior and fully subordinated (in terms of ranking, priority of payment, term, etc.) to the NM1/3 Debt (if outstanding) and to any potential project finance or equivalent debt raised in, or in relation to, A3T (but excluding any proceeds arising out of that debt which may be used to refinance or repay (totally or partially) the Rolled Over Debt, if any).

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|------------------------------------|--|
| Interest Rate | Fixed interest 3.0% PIK and 3.0 PIYC |
| Termination Date | <p>March 2021 but no default may be called and the debt may not be claimed until the A3T project finance debt has been repaid in full.</p> <p>Termination date shall be extended if required by the project finance lenders.</p> |
| Mandatory Repayment | <ol style="list-style-type: none"> 1. Upon closing of the A3T project finance (once NM1/3 has been repaid in full), provided that the amount of the project finance raised is higher than the NM1/3 Debt outstanding. Then, such excess proceeds after repayment in full of NM1/3 shall be applied in repayment of the Rolled Over Debt (pari passu and pro rata between the NM2 Rolled Over Debt and the Interim Financing Rolled Over Debt). 2. Upon a Sale Event, if applicable pursuant to the terms and the amount regulated on the "Distribution upon a Sale Event" section above. |
| Prepayment and Cancellation | <p><u>Voluntary Prepayment:</u> NM2 current terms and conditions, with needed amendments TBD between parties</p> <p><u>Mandatory Prepayment:</u> Illegality, Change of Control, Increased Costs, Tax Gross Up and Tax Indemnity. To apply to the extent allowed by the A3T project finance.</p> |
| Mandatory Prepayment Fee | To remain as is in the NM2 Loan Agreement (i.e., applying to any prepayment event whatsoever and payable in cash upon occurrence of such prepayment event). |
| Representations: | To follow NM2 current terms and conditions, with needed amendments TBD taking into account the circumstances of the borrower and its subsidiaries (i.e., to be referred mainly to A3T and the Luxcos structure). |
| Information Undertakings | To follow NM2 current terms and conditions, with needed amendments TBD taking into account the circumstances of the borrower and its subsidiaries (i.e., to be referred mainly to A3T and the Luxcos structure). |
| General Undertakings | To follow NM2 current terms and conditions, with needed amendments TBD taking into account the circumstances of the borrower and its subsidiaries (i.e., to be referred mainly to A3T and the Luxcos structure). |

| | |
|---|---|
| Events of Default | To follow NM2 current terms and conditions, with needed amendments TBD taking into account the circumstances of the borrower and its subsidiaries (i.e., to be referred mainly to A3T and the Luxcos structure). |
| Majority Lenders: | As per current NM2 Loan Agreement |
| Super Majority Lenders | As per current NM2 Loan Agreement |
| Assignments and Transfers by Lenders | As per current NM2 Loan Agreement |
| Security | The facilities will be unsecured. However, the security related to the A3T Convertible Bond shall not be enforced by the A3T Bondholder unless the Rolled Over Debt is repaid in full as a result of such enforcement or the prior written consent of the Rolled Over Debt Creditors is granted. |
| Miscellaneous Provisions | <p>The Agreement will contain provisions relating to, among other things, default interest, market disruption, breakage costs, tax gross up and indemnities, FATCA, impaired agent and defaulting lenders, increased costs, set-off and administration as per current terms and conditions of NM2 Loan Agreement.</p> <p>Customary legal opinions in terms satisfactory to the lenders to be delivered on completion of the Transaction (including the transfer of debt to A3T and a subordination analysis).</p> |
| Costs and Expenses | All costs and expenses (including legal fees) reasonably incurred by the Agent and the Lenders in connection with the preparation, negotiation and execution of the Agreement and any other document referred to in it shall be paid by Abenewco 1 promptly on demand whether or not the Agreement is signed. |
| Governing Law and Jurisdiction | Spanish law, courts and tribunals of Madrid (except for any non-Spanish security that will be subject to the applicable law and courts). |

Part 3
55% NM2 Debt at Abenewco 1

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| Borrower | Abenewco 1 |
| Guarantors | The subsidiaries of Abenewco 1 currently acting as Guarantors under the NM2 Loan Agreement |
| Creditors | <p>Current Lenders and Bondholders under NM2 Debt except those who roll over their debt into A3T Luxco 2 / A3T</p> <p>KKR, BlueMountain and Signature will agree to keep their NM2 Debt positions at the level of Abenewco 1 and therefore, not to rollover such debt into A3T Luxco/A3T.</p> |
| Agent and NM2 Notes Representative | Agensynd |
| Obligors | The Borrower and the Guarantors |
| Group | Abenewco 1 and its subsidiaries |
| Facility | <p>Term Loan Facility and Secured Notes, as per current documentation.</p> <p>A new contingent tranche for a maximum amount equal to the Put Option Exercise Price ("Contingent Tranche") which will crystallise in the following circumstances:</p> <p>(i) upon a Sale Event, if and when applicable in accordance with the "Distribution upon a Sale Event" section above, and</p> <p>(ii) if the Put Option is exercised without a Sale Event having occurred, in an amount equal to the Issue Size + 9% annual minimum yield.</p> <p>The Contingent Tranche to be pari passu with the non-rolled over NM2 Debt.</p> |
| Amount | €[139]m (55% of NM2 Debt on the Closing Date) |
| Interest Rate | Fixed interest 3.0% cash and 3.0 PIK + 2% uplift from July 2020 to March 2021 |
| Termination Date | <p>March 2021, other than the Contingent Tranche.</p> <p>The Contingent Tranche will remain in force and available until the Put Termination Date so that (a) if the crystallisation happens before the NM2 Termination Date, the Contingent Tranche will terminate on the NM2 Termination Date; and (b) if the crystallisation happens after the NM2 Termination Date, the Contingent Tranche will terminate within 20 Business Days after the date of crystallisation.</p> |
| Mandatory Repayment: | As per current NM2 Loan Agreement but mandatory repayment rights over surplus arising from the sale of A3T to be expressly excluded (except for the Excess Disposal Proceeds that may arise from a subsequent sale of A3T). |
| Excess Disposal Proceeds | The percentage of Excess Disposal Proceeds corresponding to Abenewco 1 will be applied (i) first, to prepay the non-rolled over |

NM2 Debt (ii) second, to create a cash collateral as security for the outstanding bonds issued under the NB Facility Agreement and the New Bonding Line.

| | |
|---|---|
| Prepayment and Cancellation | <p><u>Voluntary Prepayment</u>: as per current NM2 Loan Agreement</p> <p><u>Other Mandatory Prepayment Events</u>: as per current NM2 Loan Agreement plus 50% of the Excess Disposal Proceeds that may arise from a subsequent sale of A3T</p> |
| Representations | As per current NM2 Loan Agreement, with such amendments as may be agreed between the NM2 Creditors and the Borrower |
| Information Undertakings | As per current NM2 Loan Agreement, with such amendments as may be agreed between the NM2 Creditors and the Borrower |
| Financial Covenants | As per current NM2 Loan Agreement, with such amendments as may be agreed between the NM2 Creditors and the Borrower including a maximum leverage covenant (being the ratio of total gross debt to EBITDA of the EPC subsidiaries (adjusted to exclude certain agreed debts such as bonding lines) will be set with an agreed headroom to business plan. |
| General Undertakings | <p>As per current NM2 Loan Agreement, with such amendments as may be agreed between the NM2 Creditors and the Borrower.</p> <p>To complete the Old Money Restructuring before a deadline to be agreed and in the terms envisaged in this Term Sheet or otherwise in terms satisfactory to the NM2 Creditors and the NBF Creditors.</p> |
| Events of Default | As per current NM2 Loan Agreement, with such amendments as may be agreed between the NM2 Creditors and the Borrower (including if the SOM Transaction and the restructuring of the Junior Old Money Debt has not been implemented before a deadline to be agreed between the NM2 Creditors and the Borrower). |
| Majority Lenders | As per current NM2 Loan Agreement |
| Super Majority Lenders | To be deleted. All decisions to be taken by Majority Lenders or by all Lenders consent (the latter, following current NM2 Loan Agreement). |
| Assignments and Transfers by Lenders | As per current NM2 Loan Agreement |
| Security | <p>NM2 Creditors remaining at Abenewco 1 level will agree under the Group ICA Amendment Agreement that any proceeds from enforcement of NM1 Priority Surplus Collateral (or from the sale or refinancing of A3T) will benefit Rolled Over lenders only.</p> <p>NM2 Creditors remaining at Abenewco 1 will continue to benefit from existing NM2 Transaction Security which will be ratified for the benefit of the non-rolled over NM2 Creditors.</p> |

Miscellaneous Provisions

The Agreement will contain provisions relating to, among other things, default interest, market disruption, breakage costs, tax gross up and indemnities, FATCA, impaired agent and defaulting lenders, increased costs, set-off and administration as per current terms and conditions of NM2 Loan Agreement.

Costs and Expenses

All costs and expenses (including legal fees) reasonably incurred by the Agent and the Lenders in connection with the preparation, negotiation and execution of the Agreement and any other document referred to in it shall be paid by Abenewco 1 promptly on demand whether or not the Agreement is signed.

Other Terms and Conditions

NM2 Lenders and Noteholders to remain at Abenewco 1 level to be awarded with NM2 Creditors MC in Abenewco 1 with an implied value to be determined in December 2022 (see Part 7)

NM2 Debt remaining at Abenewco 1 level to be considered as NM2 Creditor Liabilities under the Group Intercreditor Agreement with same scope, ranking and priority (other than with regards to mandatory prepayments over A3T disposal and NM1 Priority Surplus Collateral)

Governing Law and Jurisdiction

Spanish law, courts and tribunals of Madrid.

Part 4 Reinstated Debt

| | |
|---|--|
| Borrower | Abenewco 1 |
| Creditors | Lenders and Bondholders under NM2 Debt that have agreed to retain their NM2 Debt at the level of Abenewco 1 and providers of New Bonding Line |
| Agent and NM2 Notes Representative | Agensynd |
| Facility | Term Loan Facility as per current documentation |
| Amount | €14m to be awarded to NM2 creditors remaining at Abenewco 1 level and €14.0m to be awarded to providers of New Bonding Line. |
| Interest Rate | Fixed 4.5% cash interest |
| Termination Date | 31 December 2021 |
| Mandatory Repayment: | No mandatory prepayment events other than those customary |
| Prepayment and Cancellation | <u>Voluntary Prepayment:</u> as per current NM2 Loan Agreement <u>Other Mandatory Prepayment Events:</u> as per current NM2 Loan Agreement |
| Excess Disposal Proceeds | The percentage of Excess Disposal Proceeds corresponding to Abenewco 1 will be applied (i) first, to prepay the non-rolled over NM2 Debt (ii) second, to create a cash collateral as security for the outstanding bonds issued under the NB Facility Agreement and the New Bonding Line. |
| Representations | As per Part 3 |
| Information Undertakings | As per Part 3 |
| Financial Covenants | As per Part 3 |
| General Undertakings | As per Part 3 |
| Events of Default | As per Part 3 |
| Majority Lenders | As per current NM2 Loan Agreement |
| Super Majority Lenders | To be deleted. All decisions to be taken by Majority Lenders or by all Lenders consent (the latter, following current NM2 Loan Agreement). |
| Assignments and Transfers by Lenders | As per current NM2 Loan Agreement |
| Security and Ranking | Unsecured. For the purposes of the Group Intercreditor Agreement, the Reinstated Debt will be junior to the NM2 Loan Agreement, the NB Facility Agreement and the New Bonding Line but senior to the Senior Old Money and Junior Old Money creditors. |

Miscellaneous Provisions

The Agreement will contain provisions relating to, among other things, default interest, market disruption, breakage costs, tax gross up and indemnities, FATCA, impaired agent and defaulting lenders, increased costs, set-off and administration as per current terms and conditions of NM2 Loan Agreement.

Costs and Expenses

All costs and expenses (including legal fees) reasonably incurred by the Agent and the Lenders in connection with the preparation, negotiation and execution of the Agreement and any other document referred to in it shall be paid by Abenewco 1 promptly on demand whether or not the Agreement is signed.

Governing Law and Jurisdiction

Spanish law, courts and tribunals of Madrid.

Part 5 New Bonding Line

| | |
|---------------------------------|---|
| Borrower | Abenewco 1 |
| Guarantors | The subsidiaries of Abenewco 1 currently acting as Guarantors under the existing NB Facility Agreement. |
| Creditors | <p>Bonding providers who agree to provide the binding commitment in accordance with the Condition Precedent listed in paragraph (j) above.</p> <p>For clarification purposes, none of the parties to this Term Sheet (and, in particular, existing NBF Creditors) assumes any commitment or undertaking whatsoever to subscribe, totally or partially, the New Bonding Line.</p> |
| Operative Agent | Agensynd |
| Fronting Entity | To be determined |
| Obligors | The Borrower and the Guarantors |
| Group | Abenewco 1 and its subsidiaries |
| Facility | <p>Bonding Line Facility divided into two tranches:</p> <p>(i) up to €125m tranche to be used solely for the issuance of international bonds as per current NB Facility Agreement provided that CESCE insures 50% of the risk of each bond; and</p> <p>(ii) up to €15m tranche to be used solely for the issuance of national bonds (which will not be required to be insured by CESCE).</p> |
| Maximum Available Amount | €140m. However, the full amount will not be available from the date of closing. Certain milestones and conditions will be required to be fulfilled to allow the utilisation of additional amounts up to the maximum available amount. These milestones and conditions will include, among others to be agreed between the parties in the final documentation, a satisfactory Old Money Restructuring. |
| Fee | <p>An annual fee to be paid in cash on a quarterly basis of 4.5% p.a.</p> <p>If (i) a satisfactory Old Money Restructuring is achieved and (ii) the leverage ratio (net debt/EBITDA) is below the following thresholds, the risk fee will be reduced as follows:</p> <ul style="list-style-type: none"> - If leverage ratio is below 4,0x: 3.5% p.a. - If leverage ratio is below 3,0x: 2.5% p.a. <p>Leverage ratio to be calculated as net financial debt (any financial debt with recourse to Abenewco 1 minus freely available cash) / EBITDA of Abenewco 1 on a consolidated basis.</p> |
| Termination Date | As per current NB Facility Agreement |
| Mandatory Repayment | As per current NB Facility Agreement but mandatory repayment |

rights over surplus arising from the sale of A3T to be expressly excluded (except for the Excess Disposal Proceeds that may arise from a subsequent sale of A3T).

| | |
|---|---|
| Excess Disposal Proceeds | The percentage of Excess Disposal Proceeds corresponding to Abenewco 1 will be applied (i) first, to prepay the non-rolled over NM2 Debt (ii) second, to create a cash collateral as security for the outstanding bonds issued under the NB Facility Agreement and the New Bonding Line. |
| Prepayment and Cancellation | <p><u>Voluntary Prepayment</u>: as per current NB Facility Agreement</p> <p><u>Other Mandatory Prepayment Events</u>: as per current NB Facility Agreement plus 50% of the Excess Disposal Proceeds that may arise from a subsequent sale of A3T</p> |
| Representations | As per current NB Facility Agreement with such amendments as may be agreed between the NBF Creditors and the Borrower |
| Information Undertakings | As per current NB Facility Agreement with such amendments as may be agreed between the NBF Creditors and the Borrower |
| Financial Covenants | As per current NB Facility Agreement with such amendments as may be agreed between the NBF Creditors and the Borrower including a maximum leverage covenant (being the ratio of total gross debt to EBITDA of the EPC subsidiaries (adjusted to exclude certain agreed debts such as bonding lines) will be set with an agreed headroom to business plan |
| General Undertakings | <p>As per current NB Facility Agreement with such amendments as may be agreed between the NBF Creditors and the Borrower</p> <p>To complete the Old Money Restructuring before a deadline to be agreed and in the terms envisaged in this Term Sheet or otherwise in terms satisfactory to the NM2 Creditors and the NBF Creditors.</p> <p>This undertaking shall be extended to apply to the existing NB Facility Agreement.</p> |
| Events of Default | As per current NB Facility Agreement with such amendments as may be agreed between the NBF Creditors and the Borrower (including if the SOM Transaction and the restructuring of the Junior Old Money Debt has not been implemented before a deadline to be agreed between the NBF Creditors and the Borrower) |
| Majority Lenders | As per current NB Facility Agreement |
| Super Majority Lenders | As per current NB Facility Agreement |
| Assignments and Transfers by Lenders | As per current NB Facility Agreement |
| Security | NBF Transaction Security to be extended to cover the New Bonding Line. New Bonding Line to share same ranking as NB Facility Agreement under the Group Intercreditor Agreement. |

Miscellaneous Provisions

The Agreement will contain provisions relating to, among other things, default interest, market disruption, breakage costs, tax gross up and indemnities, FATCA, impaired agent and defaulting lenders, increased costs, set-off and administration as per current terms and conditions of NB Facility Agreement.

It will also contain the same representations, information undertakings, financial covenants, general undertakings and events of default included under the final non-rolled over NM2 Debt documentation, which will be incorporated by reference or in a Schedule attached to the New Bonding Line agreement (in substantially the same manner as in the existing NB Facility Agreement).

Costs and Expenses

All costs and expenses (including legal fees) reasonably incurred by the Agent and the Lenders in connection with the preparation, negotiation and execution of the Agreement and any other document referred to in it shall be paid by Abenewco 1 promptly on demand whether or not the Agreement is signed

Other Terms and Conditions

New Bonding Line to be considered as NBF Creditor Liabilities under the Group Intercreditor Agreement with same scope, ranking and priority (other than with regards to mandatory prepayments over A3T disposal and NM1 Priority Surplus Collateral).

The provision of the New Bonding Line will be conditional upon approval by the requisite majorities under the NB Facility Agreement and the Group Intercreditor Agreement for the NBF Transaction Security to be extended to secure the New Bonding Facility and sharing same ranking under the Group Intercreditor Agreement.

Governing Law and Jurisdiction

Spanish law, courts and tribunals of Madrid.

Part 6
Intercreditor Amendments

| | |
|---------------------------------------|--|
| Parties | All relevant parties to the Group Intercreditor Agreement |
| Affected documents | Group Intercreditor Agreement |
| Termination Date | As per existing Group Intercreditor Agreement |
| Key Provisions | <ul style="list-style-type: none">(a) NM2 and NBF Creditors to consent to (i) a variation to the application of any NM1 Priority Collateral Surplus Value/Proceeds under clause 15.2 of the Group Intercreditor Agreement and (ii) that the A3T related NM1 Priority Collateral Surplus Transaction Security is for the benefit only the A3T Bondholder. Proposed application of the disposal proceeds (pursuant to the Group ICA Amendment Agreement) in accordance with the “Distribution upon a Sale Event” section above.(a) Lenders under Rolled Over Debt to agree that they will not benefit from NM2 and NBF Transaction Security; and(b) Requisite majority of NBF Creditors to agree to share the proceeds of the enforcement of any NMF Transaction Security with New Bonding Line providers.(c) Permitted Payments to include all payments (cash pay or otherwise) permitted under the Finance Documents (as amended, amended and restated, supplemented and modified from time to time)(d) Other provisions as may be required to implement the Transaction, the SOM Transaction and all other arrangements reached with Old Money Creditors as long as such agreement is satisfactory to NM2 Creditors and NBF Creditors |
| Governing Law and Jurisdiction | English law and the courts of England. |

Part 7

A3T Bondholder and NM2 Creditors Mandatory Convertible

| | |
|----------------------------|--|
| Issuer | Abenewco 1 (the “ Issuer ”) |
| Securities Offered | 0.25% Subordinated Mandatory Convertible Bonds due 2022 (the “ Bonds ”) mandatorily convertible into ordinary shares of the Issuer (the “ Shares ”). |
| Issue Size | To be determined |
| Underlying Shares | (i) A3T Bondholder: shares representing 4% of the total issued ordinary shares of the Issuer from time to time, and (ii) Non-rolled over NM2 Debt creditors: shares representing 18% of the total issued ordinary shares of the Issuer from time to time. |
| Bondholders | (i) The A3T Bondholder, pro rata to the number of shares of A3T Luxco 2/A3T to be acquired by each of them, and (ii) The creditors under the NM2 Debt remaining at Abenewco 1 level, pro-rata to their stake in NM2 Debt |
| Denomination | €100,000 or any other amount agreed between the Issuer and the Bondholders (the “ Principal Amount ”) |
| Form | Registered |
| Status of the Bonds | The payment obligations of the Issuer under the Bonds constitute unsecured and subordinated obligations of the Issuer, and, subject to mandatory provisions of Spanish applicable law, in the event of the Issuer being declared in insolvency (<i>concurso</i>) under Spanish insolvency law, rank: <ul style="list-style-type: none"> (i) junior to any non-subordinated obligations of the Issuer (including, without limitation, all obligations of the Issuer arising under the NM2 Finance Documents, the NBF Finance Documents (including the Reinstated Debt and the New Bonding Facility)) and any subordinated liabilities (<i>créditos subordinados</i>) of the Issuer expressed by law or by their terms, to the extent permitted by Spanish law, to rank senior to the Bonds; (ii) <i>pari passu</i> without preference or priority among themselves and with all other subordinated liabilities (<i>créditos subordinados</i>) of the Issuer expressed by law or by their terms, to the extent permitted by Spanish law, to rank <i>pari passu</i> with the Bonds; and (iii) senior to the common shares of the Issuer and any other subordinated liabilities (<i>créditos subordinados</i>) of the Issuer expressed by law or by their terms, to the extent permitted by Spanish law, to rank junior to the Bonds. |
| Purchase Price | 100% of the principal amount of the Bonds. The Bondholders will subscribe for the Bonds through the set-off of a restructuring fee to be generated (payable by the Issuer) in the context of the Transaction. |

| | |
|--|--|
| Signing Date | The date on which the A3T Convertible Bond is issued. |
| Closing Date | The date on which the A3T Convertible Bond is declared effective, in accordance with their terms. |
| Maturity Date | December 2022 |
| Initial Conversion Price | Such price that allows (i) non-rolled over NM2 Creditors to convert into Shares representing 18% of the Issuer's share capital, and (ii) the A3T Bondholder to convert into Shares representing 4% of the Issuer's share capital. |
| Conversion Ratio | Such ratio that entitles Bondholders to receive Shares representing 22% of the Issuer's share capital at the time of issuance. |
| Fixed Interest Amount | 0.25% cash per annum, payable quarterly in arrear in equal instalments on or around 31 March, 30 June, 30 September and 31 December in each year, commencing on 31 December 2018 (each an " Interest Payment Date "). |
| Mandatory Conversion on the Maturity Date | Unless previously redeemed, each Bond will be mandatorily converted on the Maturity Date for a number of Shares equal to the then prevailing Conversion Ratio. |
| Accelerated Mandatory Conversion Events | <p>Unless previously redeemed, each Bond will be mandatorily converted for a number of Shares equal to the then prevailing Conversion Ratio (and Bondholders will also receive any accrued but unpaid interest) in the following circumstances:</p> <p>(i) ordinary termination or acceleration of the NM2 Debt, the NB Facility Agreement and New Bonding Line, in accordance with its terms; or</p> <p>(ii) an Insolvency Event occurs in respect of the Issuer.</p> <p>"Insolvency Event" means that the Issuer (1) is unable to pay its debts as they fall due; (2) suspends making payments on any of its debts; (3) reschedules any of its indebtedness with any of its creditors (excluding the Finance Parties) or serves the notice referred to in section 5 bis of the Spanish Insolvency Law, or any notice having a similar effect under the laws of any other jurisdiction, by reason of actual or anticipated financial difficulties; and (4) is subject to the voluntary or involuntary liquidation, dissolution, winding-up, insolvency (<i>concurso</i>) of the Issuer pursuant to the terms of Law 22/2003 of 9 July, on Insolvency (<i>Ley 22/2003, de 9 de julio, Concursal</i>) or any proceedings having a similar effect in any other jurisdiction and that is not dismissed, discharged or discontinued within 30 days.</p> |
| Anti-dilution provisions | Standard Euromarket anti-dilution protection. |
| Negative Pledge | None |
| Tax Call / Tax Gross-up | No tax call No tax gross-up |
| Governing law | English law |

| | |
|--------------------------|---|
| Listing | To be listed and to include standard transfer provisions. Debt market to be determined in good faith by both parties |
| Settlement | Euroclear and Clearstream, Luxembourg |
| Fiscal Agent | To be determined by the Issuer |
| Calculation Agent | To be determined by the Issuer |

Schedule 1 (A)**Rolled over NM2 Debt and Interim Financing Debt Participating Creditors¹**

| Participating Creditor | NM2 Rolled Debt | Interim Financing Rolled Debt |
|--|--------------------------|--------------------------------------|
| Banco Santander | €[84.8]m (33.5%) | €[46.4]m (69.2%) |
| Bankia | €[28.3]m (11.1%) | €[7.7]m (11.5%) |
| Credit Agricole CIB Sucursal en España | €[1.0]m (0.4%) | €[12.9]m (19.2%) |
| TOTAL | €[114.1]m (45.0%) | €[67.0]m (100.0%) |

¹ Figures and exact percentages are indicative only and will be updated on the Closing Date

Schedule 1 (B)

Non-rolled over NM2 Debt Participating Creditors

Participating Creditor

KKR through Lyon Investors SARL

BlueMountain

(through the following funds)

BMMF European Distressed DAC

Fursan European Distressed DAC

BMFV European Distressed DAC

BMCA European Distressed DAC

BMLO European Distressed DAC

KHF European Distressed DAC

Signature

(through the following funds)

Signature Corporate Bond Fund

Skylon Growth & Income Trust

Signature High Income Fund

Signature Global Income & Growth Fund

Signature Diversified Yield II Fund

Signature Income & Growth Fund

CI Income Fund

Signature Diversified Yield Corp Class

CI US Income \$US Pool

Signature Tactical Bond Pool

Enhanced Income Pool

Signature High Yield Bond II Fund

Canadian Fixed Income Pool

Enhanced Income Corporate Class

Bankia, S.A.

(in the amount non-rolled over according with the rules set forth in
the Term Sheet)

Credit Agricole CIB Sucursal en España

(in the amount non-rolled over according with the rules set forth in
the Term Sheet)

Schedule 1 (C)
NBF Debt Participating Creditors

Banco Santander, S.A.
Bankia, S.A.
Credit Agricole CIB Sucursal en
España

**Schedule 2
Claimants Debt**

| | Debt | Contigent Debt | Financial products | Comments | Obligors | Guarantors |
|---|-------------------|----------------|---------------------------|--|--|---|
| Islamic Corporation for the Insurance os Investment and Export Credit (ICIEC) | 9,995,601.34 USD | - | Supplier insurance policy | Ejecución de garantía de cobertura de riesgo de crédito en estructura de Reverse Factoring por impago | Abencor Suministros, S.A. | Abengoa, S.A. |
| Bonistas | 1,600,000.00 USD | - | Bonds | | Abengoa, S.A. Abengoa Finance, S.A. | Abengoa, S.A. Abeinsa, Ingeniería y Construcción Industrial, S.A. Abencor Suministros S.A. Abengoa Bioenergía, S.A. Abener Energía, S.A. Abengoa México, S.A. de CV Abengoa Bioenergy Company, LLC. Abentel Telecomunicaciones, S.A. ASA Investment Brasil Ltda Abeinsa Infraestructuras Medio Ambiente, S.A. Ecoagrícola, S.A. Instalaciones Inabensa, S.A. Negocios Industriales y Comerciales, S.A. Bioetanol Galicia, S.A. Abengoa Bioenergy of Nebraska, LLC. Abengoa Bioenergy New Technologies, LLC. Teyma, Gestión de Contratos de Construcción e Ingeniería, S.A. Inabensa Rio Ltda Teyma Internacional, S.A. Nicsamex, S.A. de C.V. Abentey Brasil, Ltda. Abengoa Bioenergy Trading Europe, B.V. Teyma USA & Abener Engineering and Construction Services Partnership Europea de Construcciones Metálicas, S.A. Construcciones Metalicas Mexicanas, S.A. de C.V. Siema Technologies, S.L. Abengoa Water, S.L. Abengoa Solar España, S.A. Abengoa Solar New Technologies, S.A. Abener Teyma Hugoton General Partnership Abener Teyma Mojave General Partnership Centro Morelos 264 S.A. de C.V. Teyma Uruguay ZF, S.A. Abengoa Solar, S.A. Abeinsa Inversiones Latam, S.L. Abengoa Concessions, S.L. Abeinsa Asset Management, S.L. Asa Desulfuración, S.A. Abengoa Construcao Brasil, Ltda. Abeima Teyma Zapotillo SRL de CV Abengoa Concessions Investments Ltd. |
| | 8,310,000.00 EUR | - | | | | |
| Haitong | 4,305,540.70 EUR | - | Derivative | | Abengoa, S.A. | - |
| Portland General Electric (PGE) | - | 0.00 USD | Performance bond | Importe eliminado sobre la base settlement alcanzado entre todas las partes. No existe recurso contra Abengoa por ninguna de las partes implicadas | Abeinsa Abener Teyma General Partnership | Abengoa, S.A. |
| TOTAL (EUR) | 12,615,540.70 EUR | - | | | | |
| TOTAL (USD) | 11,595,601.34 USD | 0.00 USD | | | | |


| Waiver | | | | | | |
|-------------------|--------------------|--------------------|---|--|--|---|
| Atlantic | 9,779,065.88 USD | 60,368,969.00 USD | Lien Bonds and others bonds | Ejecución de garantía emitidas ante reclamaciones de proveedores (contra la propiedad del proyecto) durante la ejecución y necesarias, en su día, para evitar el bloqueo del proyecto. | Abener Teyma Mojave General Partnership | Abengoa, S.A. Abeinsa, Ingeniería y Construcción Industrial, S.A. Abengoa Bioenergía, S.A. Abengoa Water, S.L. |
| AIG - Puerto Rico | 1,655,314.80 USD | 199,150,000.00 USD | Bonds | Demanda interpuesta por Abengoa contra la AEE (empresa energética de Puerto Rico) en 1999. Abengoa justifica su posición en el incumplimiento por parte del cliente por no haber obtenido los permisos mediambientales otorgados por EEUU y haber autorizado las NTP al mismo tiempo. Existe reconvencción por parte de la AEE contra Abengoa Puerto Rico y Abengoa. | Abengoa Puerto Rico, S.A. | Abengoa, S.A. |
| Zurich España | 36,783,871.63 EUR | 0.00 EUR | Performance bond | Ejecución del performance bond del proyecto SW en Polonia. Abengoa ha interpuesto un arbitraje contra el cliente por valor de 107M€ por sobrecostos. A la espera de resolución. El cliente NO ha reconvenido contra Abengoa | Abener Energía, S.A. | Abengoa, S.A. |
| Zurich Alemania | 15,359,314.25 EUR | 0.00 USD | Global Buyer Agreement (PPB) and Reverse Factoring (RF) | Ejecución de garantía de cobertura de riesgo de crédito en estructura de Reverse Factoring por impago | Ecoagrícola, S.A. | Abengoa, S.A. |
| | 0.00 USD | 27,739,529.08 EUR | | Garantía de cobertura de riesgo de crédito en estructura de Reverse Factoring | Abengoa Bioenergy Netherlands, B.V. | Abengoa, S.A. |
| | 19,193,482.00 USD | 0.00 USD | | Ejecución de garantía de cobertura de riesgo de crédito en estructura de Reverse Factoring por impago | Abener Energía, S.A. y Teyma, Gestión de Contratos, S.A (UTE Norte III; UTE Tabasco II -4T-) Ecoagrícola | Abengoa, S.A. |
| Nationwide | 8,756,275.04 USD | 32,033,270.78 USD | Lien Bonds | Ejecución de garantía emitidas ante reclamaciones de proveedores (contra la propiedad del proyecto) durante la ejecución y necesarias, en su día, para evitar el bloqueo del proyecto. | Abener Teyma Mojave General Partnership | Abengoa, S.A. Abeinsa, Ingeniería y Construcción Industrial, S.A. Abengoa Bioenergía, S.A. Abengoa Water, S.L. |
| RLI | 2,032,623.40 USD | 16,660,731.00 USD | Lien Bonds | Ejecución de garantía emitidas ante reclamaciones de proveedores (contra la propiedad del proyecto) durante la ejecución y necesarias, en su día, para evitar el bloqueo del proyecto. | Abener Teyma Mojave General Partnership | Abengoa, S.A. Abeinsa Ingeniería y Construcción Industrial ,S.A. Abengoa Solar, S.A. Abengoa Water, S.L. |
| US Exim | 69,076,725.00 USD | 0.00 USD | Export Credit Agency (ECAs) | Impago de credito comprador otorgado por la ECA americana | Abener Energía, S.A., Teyma, Gestión de Contratos, S.A e Instalaciones Inabensa, S.A. (Solaben 1&6, Shams y Nuevo Pemex -ACT-) | Abengoa, S.A. |
| TOTAL (EUR) | 52,143,185.88 EUR | 27,739,529.08 EUR | | | | |
| TOTAL (USD) | 110,493,486.12 USD | 308,212,970.78 USD | | | | |


Nota: La deuda "real" (losses) es la deuda comunicada por los acreedores que incluye nominal, intereses, primas y costes legales, en su caso (según el tipo de acreedor).

SIGNATORIES

The Obligors

ABENGOA, S.A.


By: GONZALO UQUIJO
Date: 30/9/2018

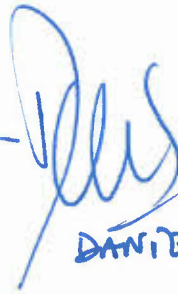

DANIEL ALAMINOS

The Obligors

ABENEWCO 1

By: 9/20/18
GONZALO VILQUIJO

Date: 30/9/2018



DANIEL RAMIREZ

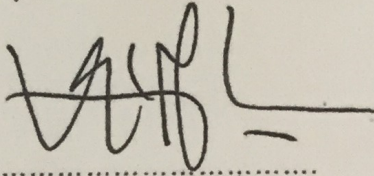
The Obligors
ABENEWCO 2

~~Garth Lujan~~
By: GONZALO URQUIO
Date: 30/9/2018


DANIEL ALAMINOS.

Interim Financing Debt Participating Creditors

BANKIA, S.A.

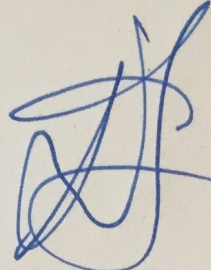


By:

Josef Stambek

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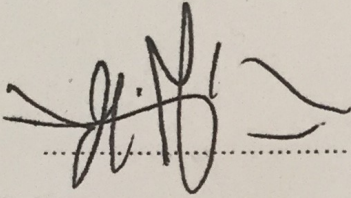
30 Sep 2018



Jose Nuñez

NBF Debt Participating Creditors

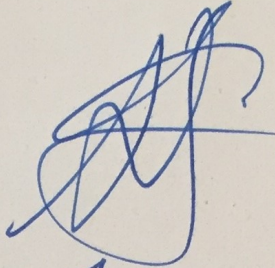
BANKIA, S.A.



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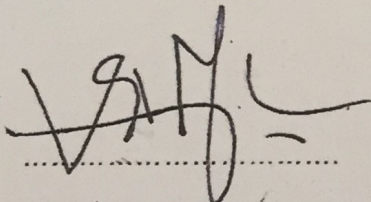
30 Sep 2018



Jose Nuñez

Non-rolled over NM2 Debt Participating Creditors

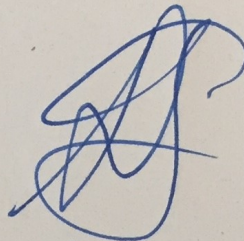
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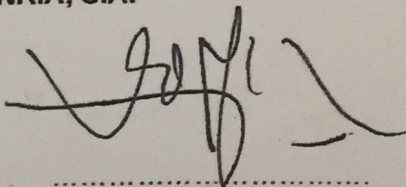
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Jose Nuñez

Rolled over NM2 Financing Debt Participating Creditors

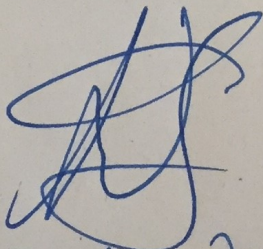
BANKIA, S.A.



By:

Date:

30 Sep 2018



Jose Nuñez

Interim Financing Debt Participating Creditors
CREDIT AGRICOLE CIB SUCURSAL EN ESPAÑA

By: Rolando Mendon Aguilar
Date: 30/09/18

PABLO MARTINEZ CASAS

NBF Debt Participating Creditors
CREDIT AGRICOLE CIB SUCURSAL EN ESPAÑA

By: Rolando Mendon Aguilar
Date: 30/09/18

PABLO MARTINEZ CASAS

Non-rolled over NM2 Debt Participating Creditors
CREDIT AGRICOLE CIB SUCURSAL EN ESPAÑA

By: Rolando Mendon Aguilar
Date: 30/09/18

PABLO MARTINEZ CASAS

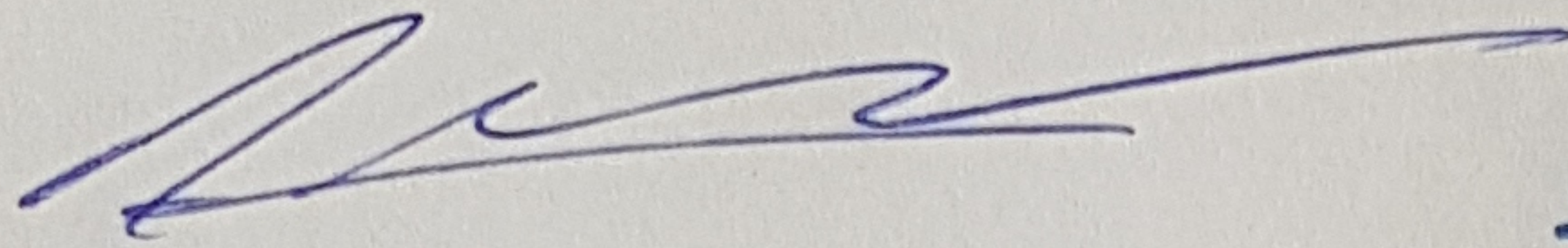
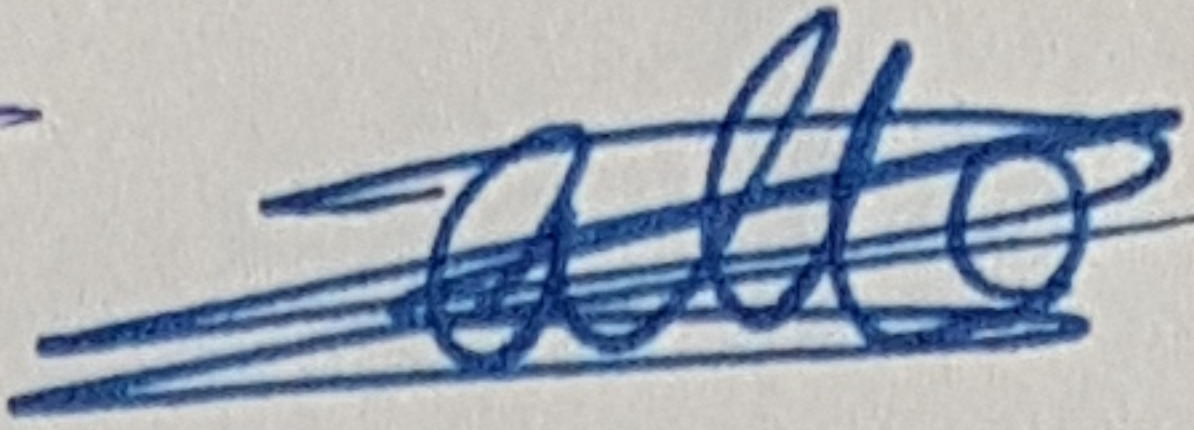
Rolled over NM2 Financing Debt Participating Creditors
CREDIT AGRICOLE CIB SUCURSAL EN ESPAÑA

By: Rolando Mendon Aguilar
Date: 30/09/18

PABLO MARTINEZ CASAS

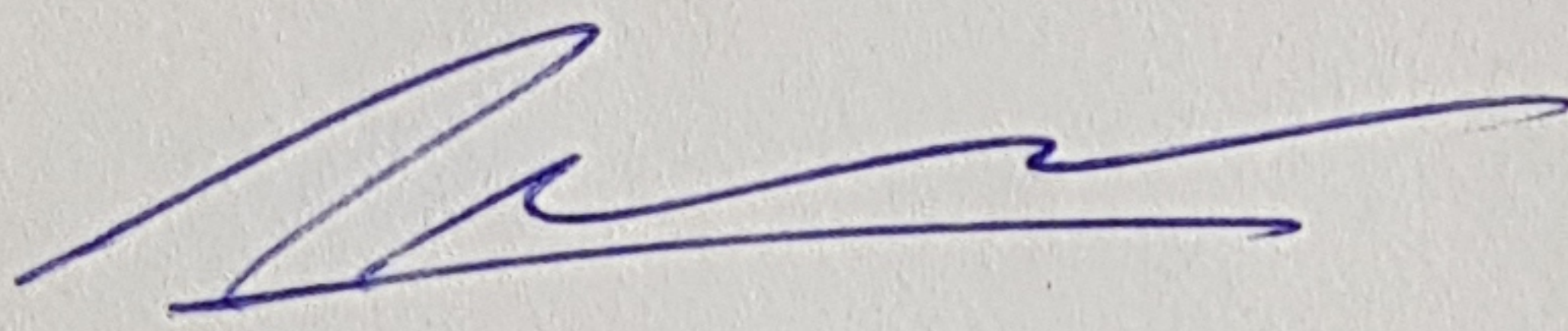
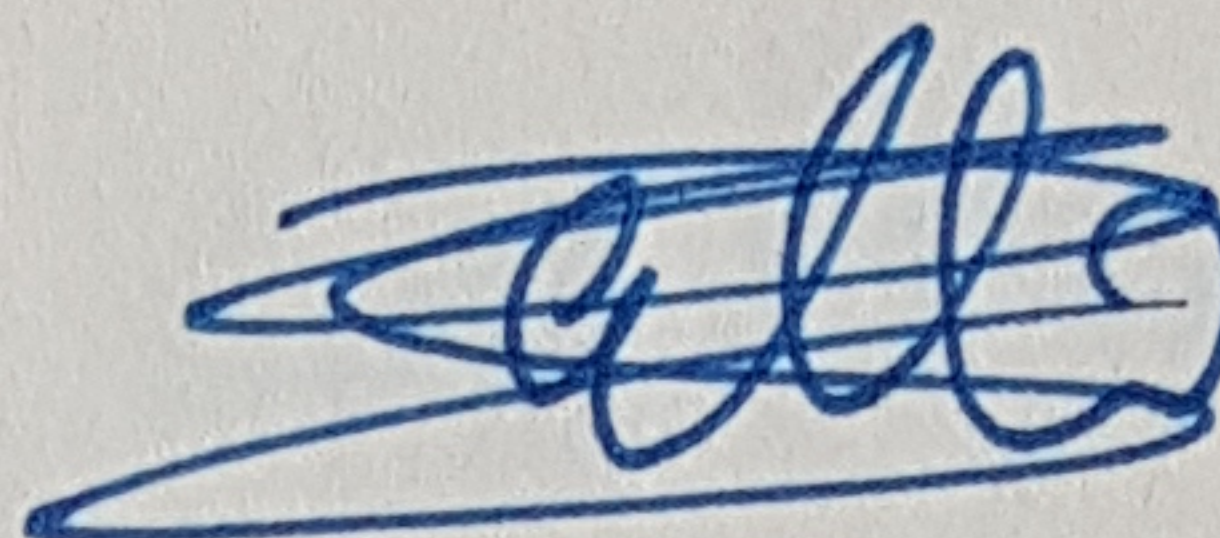
Interim Financing Debt Participating Creditors

BANCO SANTANDER, S.A.

By:  
..... **GUILLERMO SALTO**
Date: 30/09/2018

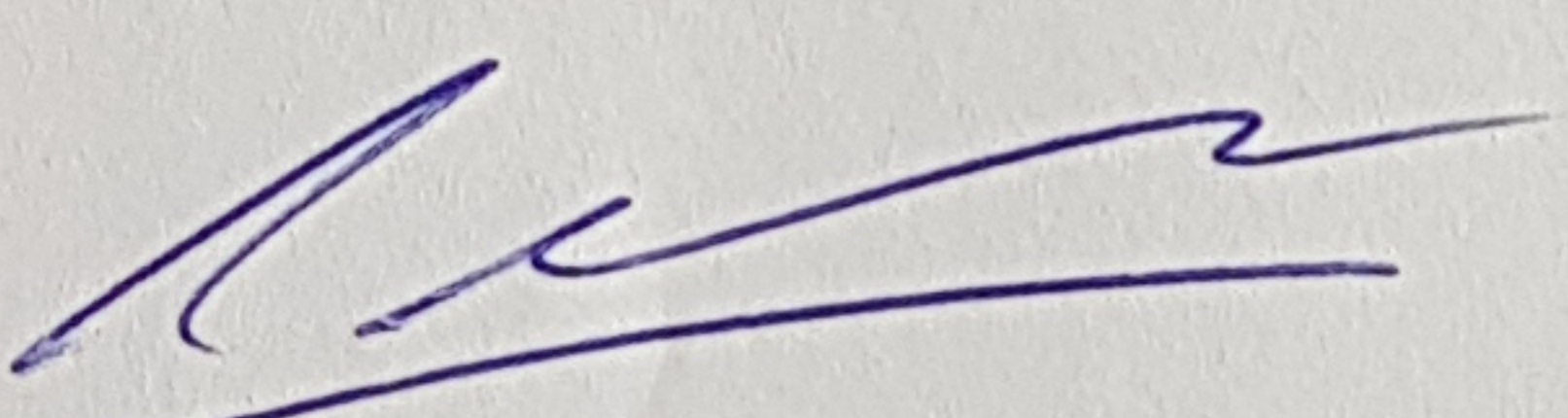
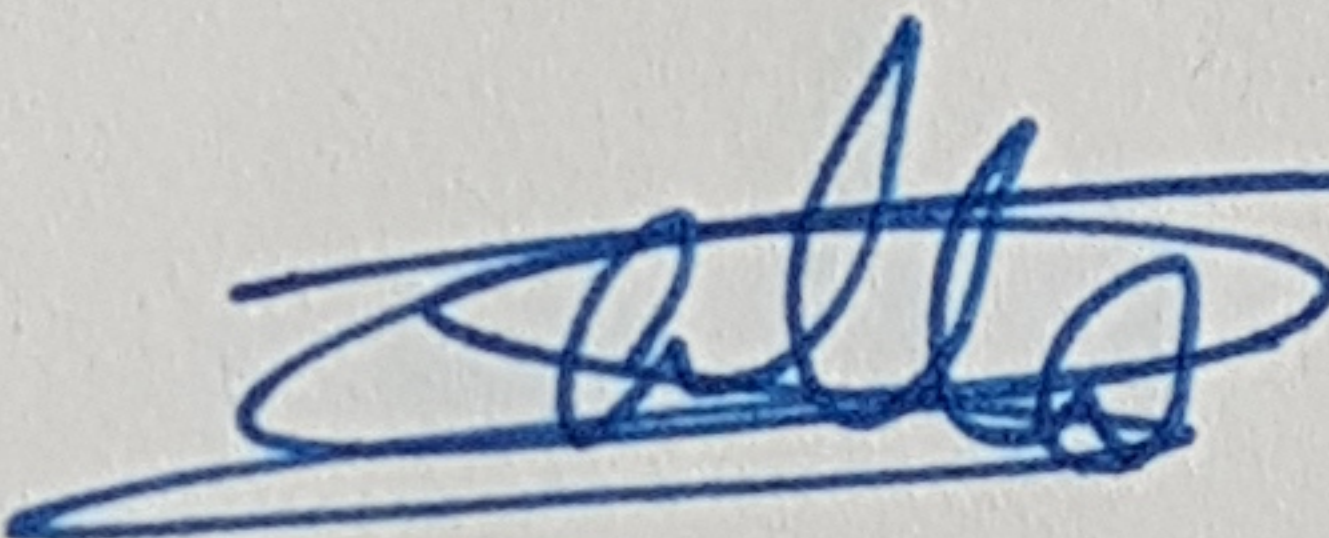
NBF Debt Participating Creditors

BANCO SANTANDER, S.A.

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Date: 30/09/2018

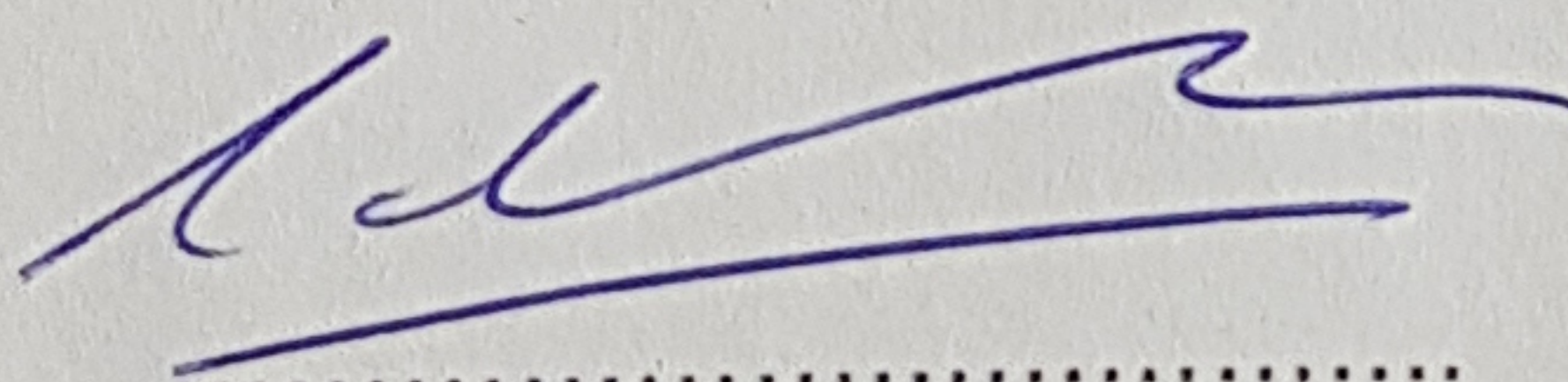
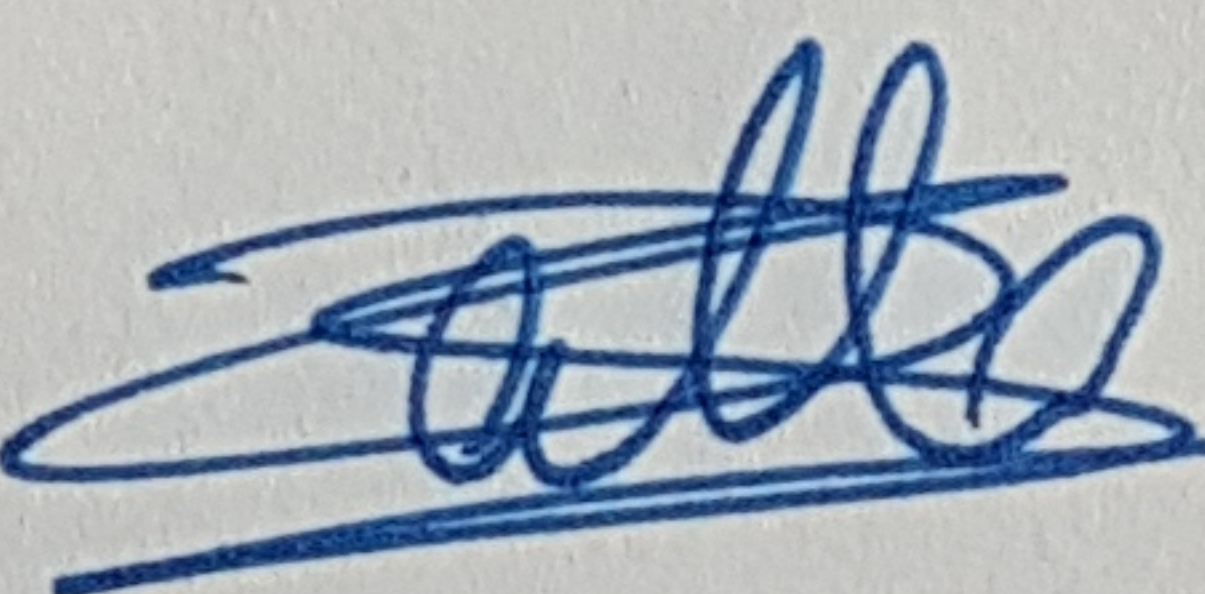
Rolled over NM2 Debt Participating Creditors

BANCO SANTANDER, S.A.


By:  
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Date: 30/09/2018

A3T Underwriter

BANCO SANTANDER, S.A.

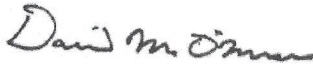
By:  
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Date: 30/09/2018

Non-rolled over NM2 Debt Participating Creditors
BMCA EUROPEAN DISTRESSED DAC

By: 
.....

Date: 9/29/2018

**Non-rolled over NM2 Debt Participating Creditors
BMFV EUROPEAN DISTRESSED DAC**

By: 
.....

Date: 9/29/2018

**Non-rolled over NM2 Debt Participating Creditors
BMLO EUROPEAN DISTRESSED DAC**

By: David M. Simon

Date: 9/29/2018

Non-rolled over NM2 Debt Participating Creditors
BMMF EUROPEAN DISTRESSED DAC

By: David M. Simon

Date: 9/29/2018

Non-rolled over NM2 Debt Participating Creditors
FURSAN EUROPEAN DISTRESSED DAC

By: David M. Osmer

Date: 9/29/2018

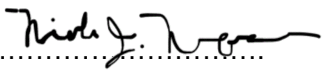
**Non-rolled over NM2 Debt Participating Creditors
KHF EUROPEAN DISTRESSED DAC**

David M. Simon

By:

Date: 9/29/2018

Non-rolled over NM2 Debt Participating Creditors
LYON INVESTORS SARL

By: 

Date:

Signature Global Asset Management, a division of CI Investments Inc., on behalf of the funds listed below.



Name: Brad Benson

Title: VP Portfolio Management



Name: Geof Marshall

Title: SVP Portfolio Management

SIGNATURE CORPORATE BOND FUND
SKYLON GROWTH & INCOME TRUST
SIGNATURE HIGH INCOME FUND
SIGNATURE GLOBAL INCOME & GROWTH FUND
SIGNATURE DIVERSIFIED YIELD II FUND
SIGNATURE INCOME & GROWTH FUND
CI INCOME FUND
SIGNATURE DIVERSIFIED YIELD CORP CLASS
CI US INCOME \$US POOL
SIGNATURE TACTICAL BOND POOL
ENHANCED INCOME POOL
SIGNATURE HIGH YIELD BOND II FUND
CANADIAN FIXED INCOME POOL
ENHANCED INCOME CORPORATE CLASS

Schedule 9
The SOM Term Sheet

SOM Creditors Convertible Bond

Capitalised terms used but not otherwise defined in this term sheet (the “**SOM Term Sheet**”) shall have the respective meaning given to each such term in the Lock-Up Agreement and/or the NM2 Term Sheet. For the purposes of this SOM Term Sheet:

- “**Abenewco I MCs**” means the mandatory convertible bonds due 2022 and issued to the NM2 Creditors, the A3T Bondholder, the SOM Ad Hoc Committee and the NM2 Ad Hoc Committee on the terms set out in Part 7 of the NM2 Term Sheet (as amended by the Lock-Up Agreement and this SOM Term Sheet) which shall convert into shares representing up to 22.5% of the total issued ordinary shares of Abenewco I; ¹
- “**Abenewco I MC Holders**” means any holder of the Abenewco I MCs;
- “**Claimants Debt**” means the debt set out in Schedule 1²;
- “**Contingent Claimants Debt**” means the Claimants Debt which is identified as being contingent in Schedule 1;
- “**Crystallized Claimants Debt**” means the Claimants Debt which is identified as already having crystallized in Schedule 1;
- “**Insolvency Event**” has the meaning given to it in the SOM Common Terms Agreement.
- “**Lock-Up Agreement**” means the Lock-Up Agreement dated on or around 27 December 2018 between, amongst others, Abengoa, S.A., the Company Parties, the Original Participating NBF Creditors, the Original Participating NM2 Creditors, the Original Participating Senior Old Money Creditors and the Ad Hoc Committee (each as defined therein);
- “**NM1/3 Creditors**” means the creditors under the NM1/3 Debt;
- “**NM2 AHC Allocated Abenewco I MCs**” means a portion of the Abenewco I MCs that are allocated to KKR and BlueMountain and that are entitled to convert into shares representing 1.15% of the total issued ordinary shares of Abenewco I from time to time;
- “**NM2 Creditors**” means the creditors under the NM2 Debt;
- “**NM2 Debt**” means the NM2 Debt remaining at Abenewco I level as set out in the NM2 Term Sheet;
- “**NM2/NBF Obligors**” means the obligors under the NM2 Finance Documents and the NBF Finance Documents;
- “**NM2 Term Sheet**” means the NM2 term sheet set out in schedule 7 of the Lock-Up Agreement, as amended by the Lock-Up Agreement; and
- “**SOM AHC Allocated Abenewco I MCs**” means a portion of the Abenewco I MCs that are entitled to convert into shares representing 2.25% of the total issued ordinary shares of Abenewco I from time to time.

Issuer

A newly incorporated wholly owned subsidiary of Abengoa AbenewCo 2, S.A.U. (“**Abenewco II**”) to be incorporated in Spain as a *sociedad*

anónima under the name Abengoa Abenewco 2 Bis S.A.U. (the “**Issuer**”). The Issuer will own 100% of the issued share capital of Abengoa AbenewCo 1, S.A.U. (“**Abenewco I**”) subject to dilution by the Abenewco I MCs.

Securities Offered

Convertible bonds due 2024 (the “**Bonds**”) convertible into ordinary shares of the Issuer (the “**Shares**”) shall be issued representing:

- 1) the entire principal amount of the Senior Old Money Debt (including its contingent tranche³); and
- 2) an amount of the Crystallized Claimants Debt to be agreed by Abengoa, S.A. (the “**Company**”), the SOM Ad Hoc Committee and the NM2 Ad Hoc Committee.

The Bonds shall contain a mechanism to provide for an automatic additional issuance of Bonds by the Issuer (“**Additional Bonds**”) if and when any claims under:

- A. the contingent tranche⁴ of the existing Senior Old Money Debt; and/or
- B. the Contingent Claimants Debt (in an amount to be agreed by the Company, the SOM Ad Hoc Committee and the NM2 Ad Hoc Committee),

are crystallized (the “**Crystallized SOM/Claimants Debt**”) in favour of the relevant contingent creditor which shall, in each case, restructure and be deemed to have replaced the relevant Crystallized SOM/Claimants Debt in full.

Issue Size

The original issue size shall be an amount equal to:

- EUR 1,423 million, representing the entire principal amount of the existing Senior Old Money Debt;
- any contingent Senior Old Money Debt that has crystallized in accordance with the terms of the relevant Senior Old Money Debt documentation prior to Completion Date; and
- an amount to be agreed between the Company, the SOM Ad Hoc Committee and the NM2 Ad Hoc Committee for the Crystallized Claimants Debt.

The maximum issue size for the Additional Bonds shall be an amount equal to:

- EUR 160million Euros, representing the contingent tranche of the existing Senior Old Money Debt; and
- an amount to be agreed between the Company, the SOM Ad Hoc Committee and the NM2 Ad Hoc Committee for the Contingent Claimants Debt.

³ The amount of the Senior Old Money Debt contingent tranche that may convert into Bonds shall be subject to the write-off, maximum amount limitations and allocation and elevation rules and other relevant provisions currently included in the Senior Old Money Debt documentation.

⁴ The amount of the Senior Old Money Debt contingent tranche that may convert into Bonds shall be subject to the write-off, maximum amount limitations and allocation and elevation rules and other relevant provisions currently included in the Senior Old Money Debt documentation

Underlying Shares

The Bonds will convert into up to 100% of the total issued share capital of the Issuer (fully diluted and free of encumbrances). Holders of the Bonds (the “**Bondholders**”) will have the right to squeeze out any residual shareholding of Abenewco II in order to deliver 100% shareholding of the Issuer to the Bondholders in circumstances where they are so entitled.

The Issuer will hold 100% of the issued share capital of Abenewco I (fully diluted and free of encumbrances (other than as permitted)), subject to dilution by the Abenewco I MCs.

The shares of Abenewco I will be pledged in favor of the NM2 Creditors and the NBF Creditors in accordance with the NM2 Finance Documents, the NBF Finance Documents and the NM2 Term Sheet.

Notwithstanding any contrary provision in the NM2 Term Sheet, the Abenewco I MCs shall be allocated such that:

- the SOM AHC Allocated Abenewco I MCs shall be allocated to the SOM Ad Hoc Committee as the SOM AHC Fee; and
- the NM2 AHC Allocated Abenewco I MCs shall be allocated to the NM2 Ad Hoc Committee (excluding Santander) as the NM2 AHC Fee.

The allocation of the SOM AHC Allocated Abenewco I MCs and the NM2 AHC Allocated Abenewco I MCs:

- will be structured by certain NM2 Creditors agreeing to exchange their pro-rata share of the Abenewco I MCs for Reinstated Debt; and
- shall not affect in any manner the pro-rata share of the remaining Abenewco I MCs to be allocated between the NM2 Creditors and the A3T Convertible Bond Provider as set out in the NM2 Term Sheet.

“**NM2 AHC Fee**” shall mean the NM2 AHC Allocated Abenewco I MCs issued to the NM2 Ad Hoc Committee (excluding Santander) to be distributed among them in equal shares.

“**SOM AHC Fee**” shall mean the SOM AHC Allocated Abenewco I MCs issued to the SOM Ad Hoc Committee, to be distributed pro-rata to their holdings of the Senior Old Money Debt.

Listing

The Shares shall be listed either on, or within a reasonable period following, conversion of the Bonds (the “**Listing**”). Abenewco II and the Issuer shall undertake to take all steps required to procure the Listing. The Listing shall be on a stock exchange and on terms approved by 50.1% of the Bonds (subject to “snooze you lose” provisions customary for this type of transaction) (the “**Simple Majority Bondholders**”).

In the event that the Bonds are converted into shares of Abenewco I as permitted below, such shares which are issued to the Bondholders shall not be listed without the prior written consent of (i) 80% of the NM2 Creditors; and (ii) 80% of the NBF Creditors (the “**Abenewco 1 Listing Consent**”).

| | |
|------------------------------|---|
| Bondholders | The creditors under the existing Senior Old Money Debt (including its contingent tranche) and certain creditors under the Claimants Debt as agreed by the Company, the SOM Ad Hoc Committee and the NM2 Ad Hoc Committee. |
| Denomination | EUR 100,000 (the “ Principal Amount ”). |
| Form | Registered (unless otherwise determined by the Simple Majority Bondholders). |
| Ranking of the Bonds | Same ranking as Senior Old Money Debt, as per current Group Intercreditor Agreement (subject to permitted amendments as required by this SOM Term Sheet <i>provided however</i> that no such amendments will affect the rights and obligations of the NM1/3 Creditors, the NM2 Creditors (including creditors under the NM2 Contingent Tranche), the creditors under the Reinstated Debt and the NBF Creditors, other than as agreed herein). |
| Purchase Price | 100% of the Principal Amount. The Issuer will assume the Senior Old Money Debt (currently at the level of Abenewco II) and Claimants Debt (currently at the level of Abengoa SA and/or the operative companies) and the Bondholders will subscribe for the Bonds through a set-off of their Senior Old Money Debt or Claimants Debt, as the case may be, vis-à-vis the Issuer. The Bonds shall contain an automatic mechanism to allow Additional Bonds to be issued to any relevant contingent creditor to restructure and replace any Crystallized SOM/Claimants Debt that may arise after the Completion Date. |
| Signing Date | As per the Restructuring Agreement. |
| Closing Date | As per the Restructuring Agreement. |
| Maturity Date | 5 years from issuance date (the “ Original Maturity Date ”), with the possibility of extending the maturity of the Bonds at the sole discretion of the Simple Majority Bondholders for subsequent periods of 12 months, up to a maximum of 5 additional years from the Original Maturity Date. |
| Fixed Interest Amount | 1.5% PIK until: <ul style="list-style-type: none">• 31 March 2021, <i>provided that</i> the NM2 Debt in full has been repaid (including cancellation, whether by repayment or otherwise, of the NM2 Contingent Tranche); or• if any NM2 Debt (including the NM2 Contingent Tranche) remains outstanding as at 31 March 2021, the earlier of:<ul style="list-style-type: none">○ the date on which such NM2 Debt (including the Contingent Tranche) has been repaid (or cancelled) in full; and○ the Put Option Termination Date,(the “PIK Termination Date”). |

After the PIK Termination Date, 1.5% PIYC on the basis that interest shall be payable in cash to the extent that the Abengoa Group has available cash in excess of €50 million (including, for these purposes, only the available cash held by companies that are Obligors under the NM2 and the NBF and any other Group Company that holds cash (provided such cash is not subject to upstreaming restrictions in which case such cash shall only be computed for these purposes from the date on which such restrictions are no longer applicable) and excluding any restricted cash) and *provided that*:

- no event of default under and as defined in the NBF or the Reinstated Debt is continuing or would arise immediately following such payment;
- the Leverage Ratio is equal to or below 4.5:1; and
- the available cash as a result of the interest payment does not fall below €50 million.

The amount of available cash shall be calculated using the average amount of cash available over a time period to be agreed (excluding any amount of cash collateral and any restricted cash).

Any remaining interest that is not paid in cash shall be payable as PIK interest.

PIK interest (which accrues either prior to or after the PIK Termination Date) shall compound with the Bonds and shall capitalize at interest periods to be agreed and shall be repayable together with the Bonds.

Upstreaming Funds from Abenewco I

Any funds which are upstreamed by Abenewco I to the Issuer in order to fund the payment of principal, interest, fees or any other amount under the Bonds (a “**Split Distribution**”) will, at all times, respect the future 77.5:22.5 split in Abenewco I’s share capital as between the Issuer or Bondholders (as applicable) and the holders of the Abenewco I MCs such that if any Split Distribution is made prior to the conversion of the Abenewco I MCs into shares of Abenewco I, an amount equal to 22.5%⁵ of the Split Distribution will be held in escrow in a blocked account at Abenewco I. The funds in such blocked account will be automatically released to the holders of the Abenewco I MCs for distribution in accordance with their shareholdings of Abenewco I immediately upon conversion of the Abenewco I MCs.

Leverage Ratio

The ratio of Gross Debt of Abenewco I and its subsidiaries to consolidated proforma EBITDA of Abenewco I and its subsidiaries as at the end of the most recent financial quarter.

For the purpose of determining the “**Gross Debt**”:

- all financial indebtedness of Abenewco I and its subsidiaries shall be included, other than amounts owing in respect of:
 - project financing incurred by non-NM2/NBF Obligor subsidiaries with no recourse to any NM2/NBF Obligor;

⁵ Subject to dilatation by any Equity Raise

- the A3T Convertible Bond (prior to crystallization into the NM2 Contingent Tranche) or the Rolled Over NM2 Debt;
- the Bonds or the Junior Old Money Debt; or
- the New Bonding Finance Documents (including the New Bonding Line), provided that no event of default is outstanding in respect thereof.

Conversion Price

The Conversion Price will be set by reference to the fair market value of the Shares of the Issuer (or, if applicable, Abenewco I) (the “**Fair Market Value**”) at the time of the conversion.

The Fair Market Value will be determined by an independent reputable international investment bank or an independent reputable international professional services firm appointed by the Bond Trustee from a list of 3 agreed with the NM2 AHC (the “**Appraiser**”) at the cost of the Issuer.

The determination by the Appraiser (i) shall be final and binding on all parties; and (ii) shall be produced on the basis of the information that the Appraiser has access to at such time, including the trading price of any listed shares.

The parties will agree in the Long form documentation the fall-back mechanism that will apply for the determination of the Fair Market Value in the event that the Appraiser has not been able to determine the Fair Market Value within 2 months from the request.

Guarantees

Same as currently guaranteeing the Senior Old Money Debt and Abenewco II⁶.

The guarantees shall be automatically and irrevocably released upon (a) the conversion of the Bonds in accordance with the terms of this SOM Term Sheet; or (b) upon the enforcement of any transaction security (or any other Distressed Disposal) as defined, in accordance with the procedure in and as already provided for in the Group Intercreditor Agreement.

Deemed Consent

Dis-applied Provisions

The deemed consent provisions under Clause 31.6 (*Deemed consent*) of the Group Intercreditor Agreement (the “**Deemed Consent**”) shall be amended such that they do not apply with respect to the DC Dis-applied Provisions (as defined below).

The NM2 Contingent Tranche (until it has been cancelled or otherwise discharged in full, and regardless of whether it is crystallized or contingent) will also have the benefit of the Deemed Consent (subject to the DC Dis-applied Provisions).

Acceleration/Making Demand against the Guarantors

Despite the disapplication of the Deemed Consent, a breach of any DC Dis-applied Provision shall not entitle the Bondholders to either accelerate the Bonds or make demand or enforce under the Guarantees (collectively, “**Make Demand**”), *subject to*:

⁶ Note: Abenewco I to be added as a Material Subsidiary

- the Bondholders (acting through a Simple Majority Bondholder vote) having the ability to appoint a board observer at the Company (the “**Bondholder Observer**”); and
- the restructuring documents and the constitutional documents (i.e. articles of association -except for Abengoa, S.A-, Board regulations) of the relevant Group Companies (list to be agreed) being amended to (1) include appropriate provisions preventing the Company or any other member of the Abengoa Group from taking or approving any transaction or step which would breach any DC Dis-applied Provision (a “**Material Action**”), if the Bondholders have served a DC Redemption Notice (as provided below) without the prior written consent of the Simple Majority Bondholders (prior to a conversion of the Bonds); and (2) establish the following procedure:
 - A. if the Company or any other member of the Abengoa Group is considering taking or approving any Material Action, then such decision shall be brought to the board of directors of the Company;
 - B. the directors of the Company shall hold a meeting to discuss such Material Action and shall invite the Bondholder Observer to such meeting (the “**Initial Board Meeting**”) and shall give the Bondholder Observer reasonable notice of any Initial Board Meeting;
 - C. the Company or relevant member of the Abengoa Group shall take no further action with respect to such Material Action for a period of 15 business days following the Initial Board Meeting (the “**Consideration Period**”), during which time (i) the Bondholder Observer shall be permitted to update the Bondholders with respect to the relevant Material Action; and (ii) if the Initial Board Meeting had decided to approve any transaction or take any action that would breach any DC Dis-applied Provision (unless the relevant action is authorized subject to obtaining the prior consent from the Simple Majority Bondholders and provided that in no circumstances will the Initial Board Meeting be the meeting at which the Material Action becomes legally effective, rather it shall merely be the initial authorizing meeting), the Simple Majority Bondholders shall be entitled to trigger a Redemption Event (as set out below) (a “**DC Redemption Event**”) by notice to the Issuer (a “**DC Redemption Notice**”);
 - D. at the end of the Consideration Period:
 - if a DC Redemption Notice **has not** been provided, the Company or relevant member of the Abengoa Group shall be permitted to carry out the Material Action and the Bondholders shall not be entitled to Make Demand with respect to such Material Action; and

- if a DC Redemption Notice **has** been provided, the Company or relevant member of the Abengoa Group shall continue to be prohibited from taking any further steps with respect to such Material Action without the prior written consent of the Simple Majority Bondholders (prior to a conversion of the Bonds);

E. if the Company or relevant member of the Abengoa Group breaches any of the provisions set out in paragraphs (A) to (D) above, then the Simple Majority Bondholders (acting in their sole discretion) shall be permitted to immediately Make Demand.

The Simple Majority Bondholders (acting in their sole discretion) shall only be permitted to Make Demand within a period of 1 calendar month following the occurrence of any of the following:

- 1) in the circumstances described in paragraph (D) above provided that a DC Redemption Notice has been served;
- 2) if there is an Insolvency Event of the Issuer;
- 3) in any circumstances currently permitted under the Group Intercreditor Agreement;
- 4) if there is a non-payment of interest or non-payment in connection with any Cash Redemption,

(together the “**Trigger Events of Default**”).

If the Simple Majority Bondholders are entitled to Make Demand, any such action shall be subject to the provisions of the Group Intercreditor Agreement.

For the sake of clarity, the Bondholders shall not be permitted to Make Demand unless a Trigger Event of Default has occurred, and, in particular, shall not be permitted to Make Demand (unless a Trigger Event of Default is outstanding) upon the occurrence of:

- any Conversion Event of Default or any other event of default under the Bonds (unless such default is a Trigger Event of Default);
- a Sale Event; or
- a Capital Increase Trigger.

Redemption (in cash and conversion into Shares)

Each Bond (principal plus accrued but unpaid interest and all other outstanding amounts under the Bonds) will be redeemed for:

- an amount in cash equivalent to the Cash Settlement Amount (as defined below) (a “**Cash Redemption**”), if any, *and, in addition* (to the extent they cannot be redeemed in cash in full);
- a number of Shares resulting from dividing the Conversion Amount (as defined below) by the Conversion Price (“**Equity Redemption**”),

in the following circumstances (each, a “**Redemption Event**”):

- A. if the Simple Majority Bondholders provide a DC Redemption Notice;

- B. if a Conversion Event of Default has occurred at any time, then the date on or following such Conversion Event of Default which the Simple Majority Bondholders notify the Issuer as being a Redemption Event date (an “**EoD Redemption Event**”);
- C. mandatorily on the Maturity Date unless:
 - (i) there is undergoing a permitted acceleration of the Bonds or an Insolvency Event in respect of the Issuer on the Maturity Date;
 - (ii) Abenewco I is undergoing insolvency proceedings (en concurso de acreedores) on the Maturity Date; or
 - (iii) there is an Insolvency Event in respect of Abenewco I or any material subsidiary (provided that such Subsidiaries represent 80% or more of the Abenewco I consolidated EBITDA) on the final extended Maturity Date (i.e., on the 5th anniversary from the Original Maturity Date);

in any which case the Simple Majority Bondholders may, within 1 month after the relevant Maturity Date, elect not to convert, therefore remaining as debt. If election is not made or the Simple Majority Bondholders is not reached within that one calendar month, the Bonds shall be converted mandatorily within the next 10 days

If there has been a Trigger Event of Default within the 6 months period prior to the Maturity Date, the Maturity Date shall be extended to the date falling 6 months after the occurrence of the Trigger Event of Default and, provided no acceleration of the Bonds has been made within such 6 months period, the Bonds shall mandatorily convert on the extended Maturity Date unless any of (i), (ii) or (iii) above apply and the Simple Majority Bondholders has elected to remain as debt within the said one calendar month.

For the avoidance of doubt, (a) if the Bondholders Make Demand under the Guarantees in a manner permitted under this Term Sheet (and the current Group Intercreditor Agreement), the claim already made against the relevant Guarantor shall remain in full force after the Bonds are mandatorily converted; and (b) if a Make Demand is made against a Guarantor, such Make Demand against a Guarantor shall not by itself be deemed to be an acceleration of the Bonds for the purposes on limb (i) above, provided that in the cases of (i) and (ii) above, the crystallised claim arising through the Bondholder Make Demand under the Guarantees shall in all circumstances be subject to the terms of the Group Intercreditor Agreement (including, but not limited to, the waterfall provisions, the standstill provisions and the Distressed Disposal provisions) and any equity allocated to the Bondholders shall be reduced proportionately to any

returns received from the proceeds of such Bondholder Make Demand;

- D. if there is a Sale Event, then at completion of the Sale Event, at the election of the Simple Majority Bondholders; and
- E. if a Capital Increase Trigger has occurred, at the election of the Simple Majority Bondholders, save that a conversion in these circumstances will be into shares of Abenewco I (fully diluted and free of encumbrances) if:
 - the NM2/NBF Strategic Investment Committee (as this term is defined in the NM2 Term Sheet as amended by the Lock-up Agreement), taking into consideration the strategic investor's views, notifies the Bond Trustee accordingly; and
 - the Abenewco I Listing Consent has been provided, in each case, within 5 business days of the Capital Increase Trigger (a "**Capital Increase Conversion**"), provided that, in such case, all relevant parties (including the Issuer, Abenewco I, Abenewco I MC Holders and the strategic investor) shall take and /or consent to all necessary actions to implement such conversion as promptly as possible, including through the assumption by Abenewco I of the Issuer's obligations under the Bonds for the purposes of their immediate capitalization into shares of Abenewco I.

Absent a notification from the NM2/NBF Strategic Investment Committee, conversion will be into shares of the Issuer.

For the purposes of this SOM Term Sheet:

- "**Bondholder Deemed Consent**" means any Consent (as defined in the Group Intercreditor Agreement) or waiver which is deemed to have been given by the Bondholders under Clause 31.6 (*Deemed consent*) of the Group Intercreditor Agreement (or its equivalent in any amended Group Intercreditor Agreement).

"**Cash Settlement Amount**" means any available cash in excess of €50 million of the Abengoa Group (including, for these purposes, only the available cash held by the companies that are Obligors under the NM2 and the NBF and any other Group Company that holds cash (provided such cash is not subject to upstreaming restrictions in which case such cash shall only be computed for these purposes from the date on which such restrictions are no longer applicable)). The amount of available cash shall be calculated using the average amount of cash available over a time period to be agreed and shall exclude (A) any restricted cash; and (B) in the case of a Capital Increase Conversion only, the amount of funds injected by the relevant investor(s) in connection with such capital increase (regardless of whether the share capital increase is at the level of Abenewco I or the Issuer).

- "**Conversion Amount**" will be the part of the Principal Amount (plus accrued but unpaid interest and all other outstanding amounts under the Bonds) not redeemed in cash.
- "**Conversion Event of Default**" means any event of default under the Bonds, and includes any event or circumstance where an

event of default would have arisen under the Bonds if a Bondholder Deemed Consent had not occurred. The occurrence of a Conversion Event of Default will entitle the Bondholders, acting by the Simple Majority Bondholders, to trigger an EoD Redemption Event. For the sake of clarity, the occurrence of any Conversion Event of Default (other than a Trigger Event of Default or as set out above) shall not give the Bondholders any right to accelerate the Bonds.

- **“Sale Event”** means (i) a direct or indirect change of control of Abenewco I; or (ii) any sale, disposal or other transfer of all or substantially all of the assets of the Issuer.

No Cash Redemption shall take place and all of the Bonds will be redeemed through an Equity Redemption if:

- A. any NM2 Debt, Reinstated Debt or the NM2 Contingent Tranche remains outstanding (whether as crystallized or contingent debt and, in the case of the NM2 Contingent Tranche, until it is cancelled or otherwise discharged in full);
- B. the Redemption Event occurs before 31 March 2021;
- C. if there is an event of default under and as defined in the NBF Finance Documents (including the New Bonding Line) or the Reinstated Debt which is continuing or which would arise immediately following such payment; or
- D. if the Leverage Ratio is above 4.5:1.

Conversion mechanics to be agreed to allow for a fast conversion into shares in the relevant entity.

The Bonds shall only be redeemed in full, not in part.

Sale Event

Any Sale Event shall require the prior written consent from the Simple Majority Bondholders unless:

- A. the Sale Event arises pursuant to the enforcement of the transaction security granted in favour of the NM2 Creditors and NBF Creditors over the shares issued or assets of Abenewco I or its subsidiaries or upon any distressed disposal of shares or assets subject to the transaction security as currently permitted by the Group Intercreditor Agreement;
- B. Bondholder consent has been provided to the Equity Raise (as defined below) or the pre-emption rights in favor of the Bondholders and Abenewco I MCs holders have been exercised; and/or
- C. a redemption of the Bonds at such time would result in the Bondholders receiving cash and/or Shares with an aggregate value equal to the Principal Amount of each Bond plus accrued but unpaid interest and any other outstanding amounts.

Anti-dilution provisions

Anti-dilution protection (i.e., pre-emption rights) triggered in all permitted equity raisings by the Abengoa Group (an **“Equity Raise”**), *provided that* in the event of an issuance to a strategic investor in the

same business (definition of strategic investor to be mutually agreed) the following will be applicable:

- from 1 January 2020, a strategic investor can invest in equity for up to 35% of Abenewco I without the Bondholders having pre-emption rights;
- from the Closing Date until 31 December 2019, there will be a pre-emption right for the Bondholders and Abenewco I MCs Holders (pro rata with respect to their holdings i.e. 77.5:22.5) waivable by majority SOM/NM2 MC Committee;
- SOM/NM2 MC Committee:
 - any Bondholder, holding more than 6% of the Bonds by value and in issuance, or Abenewco I MCs Holder entitling them to hold, upon conversion of the Abenewco I MCs, or holding more than 6% of the fully diluted AbeNewco 1 equity (proforma for the conversion) can join the SOM/NM2 MC Committee (i.e. the initial members will be Canyon, Alden, KKR, BlueMountain and Santander);
 - committee members will be removed if holdings drop below 4%; and
 - until 31 December 2019, members of the committee should confirm their holdings to the Issuer upon request at the time of the proposed investment;
- If, after considering any proposed transaction, the SOM/NM2 Committee rejects the waiver, then the Bondholders and Abenewco I MCs Holders will retain their pre-emption rights; and
- if there are no members in the SOM/NM2 MC Committee then the waiver is automatically obtained by the Company.

With respect to any Equity Raise:

- there will be an ability for the Simple Majority Bondholders to trigger a conversion event (a “**Capital Increase Trigger**”) and exchange the Bonds as set out above for a Capital Increase Conversion;
- capital increase subject to fairness opinion / fair market value test by an independent third party at the cost of the Company;
- SOM/NM2 MC Committee will propose 3 independent appraisers (to be identified in the long form documentation) and the Company can pick one amongst those nominated;
- the Simple Majority Bondholders can appoint a board observer at Abenewco I at the Closing Date provided that the chosen candidate has to be ratified every year by the same vote; and
- dilution from a capital increase to have proportional impact on (i) the Issuer’s equity holding in Abenewco I and (ii) Abenewco I MCs Holders’ fully diluted shares pro forma for the mandatory conversion.

Long form documents to set out procedures including notice periods and requirements.

Pre-emptive rights

Pre-emptive rights will be exercised as follows:

- Bondholders and Abenewco I MCs Holders will be entitled to exercise pre-emptive rights on a pro rata basis with respect to their holdings in Abenewco I's share capital (on the basis of a proforma conversion) within a 7-business day period ("**Pro-rata Phase**").
- If after the Pro-rata Phase there are remaining amounts not subscribed for ("**Remaining Amount**") then Bondholders and Abenewco I MCs Holders will have the right to subscribe for the Remaining Amount within a 3-business day period.
- If the total amount exercised is greater than the Remaining Amount, the Remaining Amount will be allocated on the basis of the proportion between the requested amount and the Remaining Amount.
- If the amount exercised is equal to the Remaining Amount, it will be automatically allocated to subscribers.
- If the amount exercised is lower than the Remaining Amount, there will be no pre-emptive rights and the Equity Raise will be carried out without pre-emptive rights.

Security

First ranking pledge over the shares of the Issuer.

Negative Pledge

Same as currently contemplated for the Senior Old Money Debt.

Tax Call / Tax Gross-up

No tax call.

No tax gross-up.

Governing law and Jurisdiction

Spanish law and the courts of Madrid (with the SOM guarantees subject to English and the courts of England and Wales)

For the avoidance of doubt, NM2 and NBF guarantees will remain to be governed by Spanish law and the courts of Madrid

Listing

To be determined.

Settlement

Euroclear and Clearstream, Luxembourg.

Fiscal Agent

To be determined by the Issuer.

Calculation Agent

To be determined by the Issuer.

Bond Trustee

To be determined by the Simple Majority Bondholders.

Other covenants and CPs to be reflected in the Common Terms Agreement

Covenants

- The issue of the Bonds shall be approved by the general shareholders' meeting of the Company (pursuant to article 160.f) of the Spanish Companies Act).
- The Abengoa Group shall not be able to raise additional financial indebtedness (or increase any existing financial indebtedness) subject to: (i) a debt basket ("**New Debt**") which is the maximum of (a) €125 million, subject to the pre-emption rights and other conditions set out below; and (b) such amount which results in a

maximum Leverage Ratio of 4.5x. If as a result of incurring the New Debt, the Leverage ratio would exceed 4.5x, the amount of New Debt to be finally incurred shall be reduced so that the Leverage Ratio never exceeds 4.5x; and (ii) new bonding lines without limit ("**New Bonding**") provided that such New Bonding shall not be secured by the NM2/NBF Independent Collateral Transaction Security.

- NM2 Creditors and Bondholders will have pre-emption rights to provide any additional financing required by the Group in accordance with the following procedure once the Company has made a proposal including amount, cost and structure:
 1. Up to €60m – can be invested as NM2 by the Bondholders/NM2 Creditors/third party with a simple majority NM2 consent;
 - Bondholders/NM2 Creditors (on a 50:50 basis) will have a pre-emption right on this tranche in the first instance;
 - Any portion that is not taken up by either set of creditors shall be offered back for oversubscription to the other;
 - If it's not subscribed for, third party can fund into the disenfranchised tranche;
 2. the full €125m (or anything above the €60m) can be invested as NM2 with 80% consent:
 - Bondholders/NM2 Creditors have pre-emption on this tranche initially 50:50;
 - Anything that is not taken up by either set of creditors is offered back for oversubscription to the other;
 - If it's not subscribed for, third party can fund into the disenfranchised tranche; or
 3. any amount of the €125m can be Reinstated Debt with pre-emption rights to both the Bondholders and NM2 Creditors on a 50:50 basis.
- Any additional financing at the NM2 level through the basket will go into a separate tranche. All investors (NM2, Bondholders, third party etc.) will invest into the same tranche. The tranche will be disenfranchised until the NM2 is fully repaid. The existing NM2 will have no ability to amend the economic terms of the disenfranchised tranche prior to an accelerated Event of Default.
- Following an enforcement, the disenfranchised tranche can be dragged into a restructuring on the same terms as the existing NM2.
- Regarding New Bonding, if the cost of any bonding to be raised by Abenewco I or the Group exceeds 6%, then Bondholders and NM2 Creditors shall have a pre-emptive right to provide or facilitate the provision of any such bonding at the same or better terms that

those offered to the Group and on the same principles as for the New Debt.

- The existing general basket for dividends to be capped at any amounts required to be upstreamed in order to attend (i) DOE Payments; (ii) permitted payments of the Bonds and the restructured Junior Old Money Debt (subject to the section entitled “*Upstreaming Funds from Abenewco I*” above); and (iii) up to a maximum amount of €32 million per annum to pay general costs, expenses and commercial debt at the level of the Company, *provided that* a budget of such amounts shall be submitted by Abenewco I to the SOM/NM2 MC Committee on a semiannual basis for their prior written approval (if there are no members in the SOM/NM2 MC Committee then the upstreaming is automatically approved) and if not approved such amounts shall not be permitted for distribution (“**Permitted Distributions**”).

“**DOE Payments**” means any payments required to be made by the Company in the amounts and on the dates (up to a maximum amount of USD129 million) in accordance with or pursuant to (i) the Second Omnibus and Amendment Agreement entered into on 21 November 2018 by, among others, Abengoa SA, DOE and Arizona Solar One LLC; (ii) the Omnibus Agreement entered into on 21 November 2018 by, among others, Abengoa SA, DOE and Mojave Solar LLC; (iii) the A&R Ultimate Parent Support Agreement entered into on 21 November 2018 by, among others, Abengoa SA, DOE and Arizona Solar One LLC; and (iv) the A&R GEPP Installment Payment Agreement entered into on 21 November 2018 by, among others, Abengoa SA, DOE and Arizona Solar One LLC.

- Evidence that the management team has been moved to Abenewco I.
- Undertaking from the Abengoa Group to accept any refinancing solution that is proposed on terms which are more favorable to the Abengoa Group as compared to any class of existing financing within the Abengoa Group, and to apply the proceeds thereof to refinance the relevant debt prior to the relevant creditors taking any enforcement action
- Ex-post attainment of the court approval (*homologación judicial*) to protect the transaction from clawback actions.
- Except as specified herein, same covenants and R&W package as currently foreseen in the Senior OM Common Terms Agreement⁷.
- The cash sweep provisions under Clause 15.5 (*Mandatory Prepayments: Excess Cash*) of the Group Intercreditor Agreement to be amended such that (i) it shall apply on each Test Date (as defined in the Group Intercreditor Agreement), even if no event of default is outstanding; and (ii) the available cash threshold shall be

⁷ Note: save for any changes necessary to reflect convertible nature of the Bonds and provided that the SOM covenants shall reflect any changes agreed with the SOM's advisers to the NM2/NBF. The SOM covenants, reps and warranties shall not be more restrictive than those in the NM2/NBF facilities

reduced to €100 million (the amount of cash available shall be calculated using the average amount of cash available over a time period to be agreed).

No cash sweep shall apply to repay the Bonds or the restructured Junior Old Money Debt until:

- A. the NM2 Debt (including the NM2 Contingent Tranche and the Reinstated Debt) has been repaid in full; and
- B. any excess cash sweep shall be applied towards cash collateralizing the NBF Finance Documents (including the New Bonding Line) in accordance with the existing waterfall in Clause 20.2 (*Order of Priority: Excess Cash*) of the Group Intercreditor Agreement unless:
 - a. no Event of Default under the NBF Finance Documents (including the New Bonding Line) is continuing, and
 - b. the Leverage Ratio is equal to or below 4.5:1.

For the avoidance of doubt, any upstreaming of funds from Abenewco I to the Issuer as a result of the cash sweep will be subject to the section entitled "*Upstreaming Funds from Abenewco I*" above.

Conditions Precedent

Conditions precedent to signing to include (but not limited to) the following, in each case in form and substance satisfactory to the Simple Majority Bondholders. All of the conditions precedent shall be met as a condition to the Phase 1 Completion Date (including any disbursement of under the A3T Convertible Bond as set out in the NM2 Term Sheet) and the Signing Date. The below conditions precedent will be included in the Restructuring Agreement.

- A tax structure paper
- Change of control analysis covering all material contracts
- Waiver of the NM2 Change of Control for a conversion by Bondholders into equity as permitted herein (with an agreed exception to the waiver in case any holder (whether individually or acting in concert with other parties) will become the direct or indirect holder of more than 50% of the voting share capital of the Issuer or Abenewco I, as the case may be, at the time of conversion).
- Anti-trust
- Agreed cleansing regime
- Agreed form mechanics and documents for the Junior Old Money Debt restructuring including agreed mechanism for automatic release of JOM Guarantees at conversion of the Senior Old Money Debt
- Confirmation from Comisión Nacional del Mercado de Valores that, upon conversion of the Bonds, there will be no need to launch a takeover bid

- Bondholders to receive satisfactory evidence that structure allows the Company and Abenewco 2 to remain solvent post conversion.
- Constitutional documents and shareholders' agreements at Abenewco 1 and Abenewco 2 bis in form and substance satisfactory to SOM AHC.

“DC Dis-applied Provisions” means the following clauses of the Senior OM Common Term Agreement:

- 4.4.7 (*Arm's length transaction of business*), to the extent any such transaction is under the Company's control and subject to reasonable materiality thresholds
- 4.5.1 (*Collateral*) subject to reasonable materiality thresholds and with a carve for personal guarantees (other than with respect to additional financial indebtedness) required to be delivered in the ordinary course of business
- 4.5.2 (*Additional Financial Indebtedness*) subject to a carve out for Permitted Financial Indebtedness to reflect the above
- 4.5.4 (*Distributions*) with a carve out of Permitted Distributions (as defined above)
- 4.5.5 (*Disposals of assets*) – to include issuances of equity as well as disposals subject to reasonable materiality thresholds and with a carve-out for (i) agreed pre-emption arrangements as set forth in this SOM Term Sheet; and (ii) pre-agreed disposals (in accordance with viability plan)
- 4.5.8 (*Structural Changes*) with a carve out (other than for Abenewco I and the Issuer) for any dissolution, liquidation, merger, etc. of companies within the Abengoa Group required to achieve a more efficient group structure.
- 4.5.10 (*Limitation of the business and activity of Abengoa and the Borrower*) to the extent it relates to Abenewco II
- 4.5.11 (*Changes to the articles of association, articles of organization or articles of incorporation*) to the extent it relates to the Issuer and Abenewco I with a carve out for (i) amendments required for share capital increases necessary to implement the transaction set out in the NM2 Term Sheet and this SOM Term Sheet; (ii) amendment of bylaws not affecting creditors' rights; and (iii) amendments required to implement an Equity Raise approved in accordance with the terms of this SOM Term Sheet.
- 4.5.13 (*Sanctions*), to the extent any such action is under the Company's control
- 4.5.14 (*Bribery, corruption and money laundering*), to the extent any such action is under the Company's control.
- 4.5.16 (*Other Breaches*) to the extent it relates to any of the covenants listed above

Execution version

Schedule 10
The JOM Term Sheet

Schedule 11

Conditions Precedent

Conditions precedent to the Effective Date

1 COMPANY PARTIES

- 1.1 A copy of the constitutional documents (being a full excerpt from the relevant commercial registry) of each Key Company Party, and a copy of the constitutional documents (by way of online excerpt) for each Company Party that is not a Key Company Party;
- 1.2 A copy of a resolution of the board of directors (at which the finance director shall be present) of each Company Party:
 - (a) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute, deliver and perform its obligations under this Agreement;
 - (b) authorising a specified person or persons to execute this Agreement on its behalf; and
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or dispatched by it under or in connection with this Agreement.
- 1.3 A specimen of the signature of each Key Company Party authorised by the resolution referred to in paragraph 1.2 (c) above in relation to this Agreement and related documents.
- 1.4 A certificate of an authorised signatory of each Key Company Party certifying that each copy document relating to it specified in this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

2 FINANCE DOCUMENTS

- 2.1 This Agreement executed by each Company Party who will be a Party on the date this Agreement is duly executed.
- 2.2 This Agreement executed by (i) each Participant that is a member of the NM2 Ad Hoc Committee or the SOM Ad Hoc Committee (in their capacity as members of the Ad Hoc Committee); and (ii) the Lock-Up Agent, the Tabulation Agent and the Existing Agent.

3 OTHER DOCUMENTS AND EVIDENCE

- 3.1 A certificate from the Company certifying that:
 - (a) the list of the entities named as Dissolution Companies within this Agreement is a true and correct list of the entities within the Group to be dissolved;
 - (b) subject to the Discontinued Companies (as applicable), the list of the entities named as Abengoa Group Guarantors within this Agreement is a true and correct list of the entities within the Abengoa Group that are existing guarantors of the Group's liabilities and will continue to be guarantors under the Restructuring Agreement; and
 - (c) each copy document relating to a Company Party (that is not a Key Company Party) specified in this Schedule is, to the best of the Company's knowledge, correct, complete and in full force and effect and has not been amended or superseded,

as at the date of the certificate (which shall be dated no earlier than the date of this Agreement).

- 3.2 Evidence of each signed Fee Letter.
- 3.3 Updated business plan for years 2018 to 2022 of the whole Abengoa group and detailed report on disinvestment plan, including projected liquidity forecasts (including detail of collection and payments) and 13 weeks rolling STCFF, in form and substance satisfactory to the Ad Hoc Committee.
- 3.4 A certified list from the Company confirming the full list of the members of the Group that form part of the NM2 perimeter.

Schedule 12
Litigation Schedule

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|-------------------------------------|--|--|----------------------------------|--|---|----------|
| Abengoa Puerto Rico S.E | Autoridad de Energía Eléctrica (AEE) | | Ordinary | Local courts | 40,000,000 claim and 450,000,000 counterclaim | USD |
| Natixis Lease S.A. | Simosa IT S.A. y Abengoa S.A. (as signatory of Master Agreement) | Abengoa, S.A | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 9 in Seville | 2,110,053.81 | € |
| Common Management Solutions, S.L. | Simosa IT S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 9 in Seville | 734,176.61 | € |
| Alvarez & Marsal Europe Limited | Abengoa, S.A. | n/a | Arbitration | LCIA (London) | 8,388,417.00 | € |
| Abengoa Solar New Technologies,S.A. | Agencia IDEA | n/a | Ordinary | 3 rd Panel, Judicial Review Division of Andalusia High Court (TSJA) (case no. 798/2016) | 855,949.20 | € |
| Bondholder group | Asa Desulfuración, S.A. | n/a | Creditor petition for insolvency | Commercial Court (Juzgado de lo Mercantil) no. 1 in Bilbao | 9,574,664.84 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|------------------------------------|---|--|--|--|---------------|----------|
| Bondholder group | Abentel Telecomunicaciones, S.A. | n/a | Creditor petition for insolvency | Commercial Court (Juzgado de lo Mercantil) no. 2 Seville | 9,574,664.84 | € |
| Sopra Steria España, SLU | Simosa, IT, S.A.: | n/a | Involuntary insolvency proceedings opened 12-11-2018 | Commercial Court (Juzgado de lo Mercantil) no. 2 Seville | 1,974,327.65 | € |
| Simosa, S.A. | n/a | n/a | Voluntary insolvency proceedings opened. | Commercial Court (Juzgado de lo Mercantil) no. 2 Seville | 7,921,503.04 | € |
| 25 shareholders (25 joined claims) | Abengoa, S.A., Manuel Sánchez Ortega y Santiago Seage | n/a | Ordinary | Commercial Court (Juzgado de lo Mercantil) no. 1 Seville | 701,370.08 | € |
| BAF Latam | Abengoa, S.A. | n/a | Enforcement | Court of 1st Instance (Juzgado Primera Instancia) 9 in Seville | 26,837,609.21 | € |
| BNP Parisbas | Abengoa, S.A. | n/a | Ordinary | Royal Courts of Justice Group (London) CL-2018-000241 | 721,000 | € |
| Bondholders Fdez de Bobadilla | Abengoa, S.A. and Abengoa | Abengoa, S.A. | Enforcement | Court of 1st Instance (Juzgado | 608,504.40 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|---|--|---------------------|--|--------------|----------|
| family | Finance, S.A. | | | de Primera Instancia) no. 8 in Seville | | |
| Bondholders (2020 Bonds) | Abengoa, S.A. and Abengoa Finance S. A. | Abengoa, S.A. | Enforcement | Court of 1st Instance (Juzgado de Primera Instancia) no. 4 Seville | 1,621,507.56 | € |
| Delage Landen International V.B. Sucursal España | Simosa It, Abengoa, S.A. | Abengoa, S.A | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) no. 20 Seville | 2,744,029.68 | € |
| Avalora Tecnología de la Información, SAU | Simosa IT, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) no. 24 in Seville | 792,174.64 | € |
| China National Cable Engineering Corp. | Abengoa, S.A: | n/a | Arbitration | Arbitration CCI Madrid | 11,321,921 | USD |
| Parque de Innovación Empresarial Sanlúcar la Mayor | Abengoa Solar New Technologies, S.A | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) and Investigative Court no. 2 | 793,364.54 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|--|--|--|--|--|----------|
| | | | | Sanlúcar la Mayor | | |
| Millenium Insurance Company Ltd. | Abengoa, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 14 Seville | 1,012,470.38 | € |
| Ingefor Consultores, S.L., Ingefor Formación On-Line S.L. | Abengoa S.A., Abengoa Abenewco 1, S.A.U., Abengoa Abenewco 2, S.A.U. and Simosa IT, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 13 in Seville | 797,842.06 | € |
| Rioglass Solar Holding, S.A. | Abengoa Solar, S.A.. | n/a | Negotiable instrument proceedings 467/2018 | Court of 1st Instance (Juzgado de Primera Instancia) no. 19 in Seville | 1,724,297.47 | € |
| Viewnext | Simosa IT | n/a | Non-judicial enforcement of instrument | Court of 1st Instance (Juzgado de Primera Instancia) no. 16 Seville | 1,861,587.65 euros of principal + 550,000 euros of interest and costs, | € |
| Apar Industries LTD | Abengoa, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 96 in | 9,403,733.12 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|-------------------------------------|----------------------------------|--|---------------------|---|--------------|----------|
| | | | | Madrid. | | |
| Schneider Electric España, S.A | Simosa IT , S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 11 in Seville. | 875,657.37 | € |
| Informática Cálculo y Técnica, S.A | Simosa IT,S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 11 in Seville. | 467,191.34* | € |
| Desarrollo Informático Dinsa, S.A | Simosa It, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 24 in Seville. | 463,975.27* | € |
| Insight Technologies Solutions | Simosa IT, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 1 in Seville. | 636,401.68 | € |
| Inmobiliaria Colonial, Socimi, S.A. | Abengoa | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 47 in Madrid | 1.945.473,46 | € |
| Green Power Technologies | Abener Energía, Inabensa, (Teyma | n/a | Ordinary | Court of 1st | 1,678,028.00 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|---|--|------------------------|---|---|----------|
| | and UTE PV Atacama II) | | | Instance (Juzgado de Primera Instancia) 1 in Seville. | | |
| Zurich Insurance PLC | Abengoa, S.A. and Abener Energía | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 12 in Seville. | 38,506,987.67 | € |
| Beroa Iberia, S.A. & Altac South Africa, Ltd | UTE Abener Teyma Upington & Abeinsa EPC Khi, Ltd. | n/a | Arbitration | CCI (seated Madrid) | 2,500,000 claim and 4,400,000 counterclaim, | € |
| Abener Energía, S.A. (Sucursal Polonia | Elektrociepłownia Stalowa Wola S.A. (ESW) | n/a | Arbitration | Court of Arbitration at the Polish Chamber of Commerce | Undetermined | € |
| Dinotec Sociedad de Aguas y Medio Ambiente, S.L. | UTE Abener Teyma Campo de San Juan II, Abener Energía, S.A. and Teyma Gestión de Contratos de Construcción e Ingeniería, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado Primera Instancia) no. 22 in Seville | 590,527.36 | € |
| Cahenf Empresa Constructora, S.L. (CAHENF) | Befesa Agua, S.A.U. (Befesa) | n/a | Insolvency proceedings | Commercial Court (Juzgado de | 1,117,597.20 | USD |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|---|--|---|---|--------------|----------|
| | | | | Mercantil) no. 1 in Cordoba | | |
| Doosan Babcock Energy Polska | Abener Energía, S.A. | n/a | Arbitration | CCI | 608,000 | € |
| Hyspan Precision Products, Inc, | Abener Energía, S.A./ Teyma Gestion de Contratos de Construcción e Ingeniería S.A./Ute Abener -Teyma Xina | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) no. 11 Seville | 1,056,844.75 | € |
| Elektrobudowa, S.A. | Abener Energia, S.A. | n/a | Arbitration | CCI | 810,142.00 | € |
| Rioglass Solar Holding, S.A. | Abengoa Solar, S.A. (Abener Energía SAL since merger). | n/a | Arbitration | CIMA | 13,000,000 | € |
| Abener Energía SAU (formerly Abengoa Solar, S.A.) | Rioglass Solar Holding, S.A | n/a | Arbitration (counterclaim) | CIMA | 22,800,000 | € |
| Rioglass Solar Holding | Abengoa, Solar, S.A. | n/a | Negotiable instrument proceedings 1879/2017 | Court of 1st Instance (Juzgado de Primera Instancia) 20 in Seville | 1,814,686.71 | € |
| Rioglass Solar Holding | Abener SAL (formerly Abengoa Solar, S.a.) | n/a | Negotiable instrument proceedings 563/2018 | Court of 1st Instance (Juzgado de Primera Instancia) 28 Seville | 2,359,092.72 | usd |
| Fluence Water Israel | Ute Abener Genova Water Israel, Ute Dead Sea, Abener Energia, S.A; | n/a | Arbitration | UNCITRAL arbitration with | 2,016,694 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|---|--|---------------------|---|-------------------------------|----------|
| | Abeinsa Engineering and Abengoa S.A. | | | seat in Tel Aviv | | |
| Siemens Israel Ltd | Abener.Ghenova Ingenieria Ute Dead Sea. | n/a | Arbitration | Arbitration CCI Telaviv | 760,000 | € |
| Daekyung Machinery and Engineering Co. Ltd | Abener, Inabensa and Ute Abener Inabensa Nuevo Pemex Tabasco II. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 20 Seville | 1,295,001.30 euros + interest | € |
| Dead Sea Works, Ltd | Abener Energia, S.A.; Abener-Ghenova Ingenieria, S.L. and Abengoa, S.A.: | n/a | Arbitration | UNCITRAL Arbitration with seat in Tel Aviv | 77,203,727 | € |
| Befesa Agua, S.A.U. (Abeima) | The Tai Ping Insurance Company, Ltd and Ceemis | n/a | Ordinary | Commercial Court (Juzgado de lo Mercantil) no. 8 de Barcelona | 1,147,153.30 | USD |
| Ute Riego Marismas Construcción y Tecnología Ambiental S.A.-Construcciones Alpi, S.A.). | Comunidad de Regantes de las Marismas del Guadalquivir (Guadalquivir Wetlands Irrigators Association) | n/a | Ordinary | Court of 1st Instance (Juzgado de 1ª Instancia) no. 4 in Seville. | 63,013,864.24 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|---|--|---------------------|---|--------------|----------|
| Comunidad de Regantes Marismas del Guadalquivir. | Abeima, Construcciones Alpi, UTE Riegos Marismas (Befesa and Construcciones Alpi) | n/a | Ordinary | Court of 1st Instance (Juzgado de 1ª Instancia) no.4 Seville due to joinder | 120,000,000 | € |
| Ute de Operación y Mantenimiento de Chennai | Chennai Water Desalination Limited (CWDL), and IVRCL | n/a | Ordinary | Madras High Court (OA Nos.607 – 608 of 2012) | 1,200,000 | € |
| IVRCL | Befesa Agua, S.A. (now Abeinsa Infraestructuras Medioambiente, S.A.), its subsidiaries and directors. | n/a | | Company Law Board | Undetermined | € |
| Befesa Agua, S.A. (actual Abeinsa Infraestructuras Medio Ambiente, S.A.) | IVRCL | n/a | Arbitration | CCI in London | Undetermined | |
| Llansa Ingenieros, S.A. | Abeima | n/a | Arbitration | Local arbitration | 3,100,000 | € |
| Abeima | Agencia de Obra Pública de Andalucía | n/a | Ordinary | Court of 1st Instance (Juzgado de 1ª Instancia) no. 3 in Seville | 2,171,173.20 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|---|--|---------------------|---|--------------|----------|
| Abeima | Confederación Hidrográfica del Guadalquivir y Junta de Andalucía | n/a | Judicial review | 1st Panel of Judicial Review Division of Spanish High Court (Audiencia Nacional) | 5,018,338.18 | € |
| UTE Abastecimiento de la Ribera (Abengoa-Romymar-Abensur) | Epsar (Entidad de Saneamiento de Aguas in Valencia) | n/a | Judicial review | Court of Judicial Review (Juzgado de lo Contencioso Administrativo) no. 6 in Valencia | 1,876,954.80 | € |
| Canalizaciones Ebro S.L. (Cebro) | Ute Befesa Aguas de Kunene (Riogersa, S.A. and Abeima) | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) no. 11 Madrid | 1,034,915.16 | € |
| Abeima | Agencia Medio Ambiente y Agua Andalucía. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) no. 12 Seville | 1,174,267.67 | € |
| Ocide Construcción, S.A. and Befesa Agua S.A., Unión Temporal de Empresas, Ley 18/1982, "UTE EDAR El | Entidad Pública de Saneamiento de Aguas Residuales de la Comunidad Valenciana (EPSAR) | n/a | Ordinary | Court of Judicial Review (Juzgado de lo Contencioso Administrativo) in | 1,116,832.87 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|---|--|---------------------|---|---|----------|
| Campello” | | | | Valencia by rota. | | |
| UTE Abastecemento Ames - Brion (Puentes y Calzadas Infraestructuras S.L. - Befesa Agua S.A.U.) | Entidad Pública Empresarial Aguas de Galicia de la Xunta de Galicia | n/a | Judicial review | Court of Judicial Review (Juzgado de lo Contencioso Administrativo) which by rota is Santiago de Compostela | 1,545,205.58 | € |
| Desmet Ballestra | Abeinsa Infraestructuras y Medio Ambiente, S.A. | Abengoa, S.A. | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 53 in Madrid | 4,839,465.00 | € |
| Lisis Capital | Abengoa Water, S.L. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) no. 2 in Seville | 2,111,050.00 | € |
| Instalaciones Inabensa. | Compañía Nacional de Fuerza y Luz (CNFL). | n/a | Ordinary | Costa Rica Supreme Court | 9,428,088.70 USD (price review); 4,500,000 USD (joinder) | USD |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|---|--|---------------------|---|--------------|----------|
| | | | | | of claims), | |
| Concesionaria Costa del Sol, S.A. (50% Inabensa; 50% Assignia). | Agencia Pública Sanitaria Hospital Costa del Sol. | Abengoa | Ordinary | Courts of 1st Instance in Torremolinos. | 35,000,000 | € |
| Administrador de Infraestructuras Ferroviarias (ADIF); Consultrans, S.A.; S.A. de Obras y Servicios COPASA; Siemens Rail Automation S.A.U.; Imathia, S.L.; Instalaciones Inabensa, S.A.; Indra Sistemas, S.A.; Ingeniería y Economía del Transporte, S.A.; RENFE; and Patentes Talgo, S.L., Obrascón Huarte Lain, S.A. | Cobra Instalaciones y Servicios Internacional, S.L. | Abengoa | Arbitration | Spanish Court of Arbitration 508/17 | Undetermined | € |
| Cègelec | EP de Instalaciones Inabensa in France | n/a | Ordinary | Bourg en Bresse commercial courts | 3,200,000 | € |
| Consortio Cobra - Inabensa. | Aresbank. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 21 in Madrid | 2,265,452.58 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|---|--|---------------------|---|--------------|----------|
| Kabew Kenya Limited | Inabensa-Kenya | n/a | Ordinary | Kenyan courts | Undetermined | |
| Instalaciones Inabensa, S.A. | Ketraco (Kenya Electricity Transmission Company Limited) | n/a | Arbitration | Local arbitration at Nairobi institution of engineers. | 27,900,000 | € |
| Instalaciones Inabensa, S.A. | BYGST | n/a | Arbitration | Local arbitration | 10,000,000 | € |
| BYGST | Instalaciones Inabensa, S.A. | n/a | Arbitration | Local arbitration | 63,000,000 | € |
| Crompton Greaves | Instalaciones Inabensa, S.A. | n/a | Ordinary | Courts of 1st Instance (Juzgados de Primera Instancia) in Seville | 2,184,000.00 | USD |
| Kelvin Gulf/ Lattice General Contracting | Instalaciones Inabensa, S.A. | n/a | Arbitration | Arbitration CCI | 8,000,000 | € |
| Administrador de Infraestructuras Ferroviarias (ADIF); Ingeniería y Economía del Transporte, S.A.; RENFE; | Cobra Instalaciones y Servicios Internacional, S.L.; Consultrans, S.A.; S.A. de Obras y Servicios COPASA; Siemens Rail Automation S.A.U.; Imathia, S.L.; Instalaciones Inabensa, S.A.; Indra Sistemas, S.A.; and Patentes Talgo, S.L., Obrascón Huarte Lain, S.A. | n/a | Arbitration | Spanish Court of Arbitration | 12,000,000 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|--|--|---------------------|---|---|----------|
| Bader Al Mulla Company W.L.L | Instalaciones Inabensa, S.A. | n/a | Ordinary | Courts of Kuwait | Undetermined at moment (approx. 500,000) | € |
| Instalaciones y Montajes Eléctricos y Saneamiento, S.A. (Imesapi). | Instalaciones Inabensa, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 10 in Seville. | 573,773.50 | € |
| Acciona Agua, S.A.U. and Abengoa, S.A., Unión Temporal de Empresas, Ley 18/1982, de 26 de mayo de 1982, “Acciona Agua-Abengoa UTE”. | Junta de Andalucía, Consejería de Medio Ambiente y Ordenación del Territorio | n/a | Ordinary | High Court of Justice | 4,882,126.29 | € |
| Abencor (in voluntary insolvency proceedings) | Elettromecanica Tironi | | Ordinary | Court of 1st Instance (Juzgado de primera instancia) in Seville | 1,371,956 | € |
| Elettromecanica Tironi | Abencor (in voluntary insolvency proceedings) | | Ordinary | Regional appeal court (Audiencia Provincial) in Seville | 1,816,363.90 | € |
| Maersk | Abencor (in voluntary insolvency proceedings) | n/a | Ordinary | Court of 1st Instance (Juzgado | 2,500,000 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|--|--|-----------------------|--|---------------|----------|
| | | | | de primera instancia) in Seville | | |
| Concurso voluntario Abencor Suministros, S.A: | n/a | n/a | Ordinary | Commercial Court (Juzgado de lo Mercantil) no. 2 Seville | 220,000,000 | € |
| CSP Equity Investment, S.a.r.L. | Kingdom of Spain | n/a | Arbitration | Arbitration filed at Stockholm Chamber of Commerce | 1,188,200,000 | € |
| Banco Base Sociedad Anónima Institución de Banca Múltiple, Grupo Financiero Base. | Abengoa México, S.A. de C.V | | Constitutional appeal | Spanish Constitutional Court | 4,480,582.22 | € |
| Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero | Abengoa México, S.A. de C.V. | | Constitutional appeal | Spanish Constitutional Court | 3,020,617 | € |
| Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero | Abengoa México, S.A. | | Ordinary | Ordinary commercial proceedings | 2,381,987.16 | € |
| Ace Fianzas Monterrey, S.A. | Abengoa México, S.A. de C.V. Abengoa Cogeneración Tabasco, S de R.L. de C.V. and Abengoa S.A. Td | | Ordinary | Ordinary commercial proceedings with interim seizure | 12,771,289.15 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|--|--|------------------------|---|---------------|----------|
| | date only served to Abengoa México S.A. de C.V. | | | | | |
| Banco Base Sociedad Anónima Institución de Banca Múltiple Grupo Financiero Base. | Abengoa México, S.A. de C.V. | | Insolvency proceedings | Creditor petition to wind up defendant. | Undetermined | € |
| Abengoa México SA de CV. | Eólica Tres Mesas, S.R. de CV (Tres Mesas 1) and Eólica Tres Mesas 2, S.R. de C.V. | | Arbitration | Arbitration ICDR | Undetermined | € |
| Pemex Cogeneración y Servicios y Pemex Transformación Industrial (PCOS y PTRI). | Abengoa Cogeneración Tabasco, S.de R.L. de C.V. (now ACT Energía México, S.de R.L. de C.V., and as joint and several obligors, Abengoa México S.A. de C.V. and Abengoa Energía, S.A. | | Arbitration | Arbitration ICC Mexico | 22,582,631 | USD |
| Banco Autofin México, S.A. | i) Construcciones Metálicas Mexicanas Comemsa, S.A. de C.V.; ii) Abengoa México, S.A. de C.V.; and iii) Nicsamex, S.A. de C.V. | | Ordinary | Ordinary local jurisdiction | 28,999,333.82 | USD |
| Capital Energia, Ltda | ATE IV Campos Novos Transmissora de Energia, S.A. | | Ordinary | Local jurisdiction | 3,371,917.12 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|--|--|---------------------|---|--|----------|
| Abengoa Construção Brasil Ltda. | Centrais Eletrica do Norte do Brasil S.A. (Eletronorte). | | Ordinary | Ordinary local jurisdiction | 3,069,259.68 | € |
| Estação Transmissora de Energia S.A. (Abengoa Construção Ltda. Instalaciones Inabensa S.A. and Abenta Construção Brasil Ltda.) | Centrais Eletrica do Norte do Brasil S.A. | | Ordinary | Ordinary jurisdiction for enforcing award | 38,313,788.68 and 45,450,837.17 counterclaim | € |
| Pagara Constructora Ltda e Helio Hortensio Santos. | Abengoa Construção Brasil Ltda. | | Ordinary | Local jurisdiction | 551,050.62 | € |
| Ticket Serviços, S.A. | Abengoa Construção Brasil Ltda | | Ordinary | Barra da Tijuca regional authority | 3,184,802.00 | € |
| Construtora Vértice Engenharia Ltda. y Vercon Industrial Ltda. | Abengoa Construção Brasil Ltda. y ATE XVI Transmissora de Energia S.A. | | Ordinary | Local jurisdiction | 2,351,964.89 | € |
| Guerreiro Engenharia Equipamentos Ltda.-ME | Abengoa Construção Brasil Ltda.y ATE XVI Transmissora de Energia S.A. | | Ordinary | Local jurisdiction | 747,386.99 | € |
| Guerreiro Engenharia Equipamentos Ltda.-ME | Abengoa Construção Brasil Ltda. | | Ordinary | Local jurisdiction | 1,146,166.28 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|---|--|---------------------|-----------------------|---------------|----------|
| RAF Construtora e Manutenção Industrial. | : ATE XVI Transmissora de Energia S.A. and Abengoa Construção Brasil Ltda. | | Ordinary | Local jurisdiction | 1,291,855.07 | € |
| Santa Luzia Condutores Elétricos Ltda. | ATE XVI Transmissora de Energia S.A. and Abengoa Construção Brasil Ltda. | | Ordinary | Local jurisdiction | 481,058.22* | € |
| ABB Ltda | ATE XVI Transmissora de Energia S.A, ATE XVII Transmissora de Energia S.A, ATE XVIII and Abengoa Construção Brasil Ltda | | Ordinary | Local jurisdiction | 20,893,985.64 | € |
| CMA - CGM Societé Anonyme | Abengoa Construção Brasil Ltda. | | Ordinary | Local jurisdiction | 792,521.30 | € |
| Banco Daycoval S.A. | Abengoa Construções Brasil Ltda | | Ordinary | Local jurisdiction | 644,799.83 | € |
| Banco Fator S.A | Abengoa Construção Brasil Ltda. and Abengoa Concessões Brasil Holding S.A. | | Ordinary | Local jurisdiction | 3,874,892.24 | € |
| Phelps Dodge International Brasil Ltda | ATE XVIII Transmissora de Energia S.A. and Abengoa Construção Brasil Ltda. | | Ordinary | Local jurisdiction | 613,757.63 | € |
| Abengoa Concessões Brasil Holding, S.A. | Amper Construções Elétricas Ltda. | | Ordinary | Local jurisdiction | 1,062,636.94 | € |
| Detonações Capital Ltda. | Abengoa Concessões Brasil Holding S.A. Inabensa Rio Ltda. and ATE IV São Matheus Transmissora de Energia | | Ordinary | Río de Janeiro region | 1,006,973.86 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|--|--|---------------------|--------------------|--------------|----------|
| | | | | | | |
| União Federal | Abengoa Concessões Holding S.A. | | Ordinary | Local jurisdiction | 1,641,729.14 | € |
| Tabocas Participações Empreendimentos S/A | Abengoa Construção Brasil Ltda. and Abengoa Concessões Brasil Holding S.A. | | Ordinary | Local jurisdiction | 947,938.85 | € |
| Tabocas Participações Empreendimentos S/A. | Abengoa Construção Brasil Ltda. and Abengoa Concessões Brasil Holding S.A. | | Ordinary | Local jurisdiction | 6,970,173.77 | € |
| Aurizonia Logística Ltda. | Abengoa Greenfield Brasil Holding S/A; Abengoa Concessões Brasil Holding S/A; Abengoa Construção Brasil Ltda.; ATE XVI TRANSMISSORA DE ENERGIA and others. | | Ordinary | Local jurisdiction | 776,168.52 | € |
| Nidda RJ Participações Ltda. | Abengoa Concessões Brasil Holding S.A. | | Ordinary | Local jurisdiction | 2,136,406.64 | € |
| INCOTEP Indústria e Comércio de Tubos Especiais de Precisão Ltda. | ATE XIX Transmissora de Energia S/A | | Ordinary | Local jurisdiction | 966,008.94 | € |
| INCOTEP Indústria e Comércio de Tubos Especiais de Precisão Ltda. | ATE XVI Transmissora de Energia S/A | | Ordinary | Local jurisdiction | 1,628,516.90 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|---|--|---------------------|--------------------|---|----------|
| Alubar Metais y Cabos S.A | ATE XVI Transmissora de Energia S.A and ATE XXI Transmissora de Energia S.A | | Ordinary | Local jurisdiction | 8,390,959.01 | € |
| Municipio El Dorado Carajás | Asa Investment, S.A. | | Ordinary | Local jurisdiction | 1,610,169.03 | € |
| Toshiba Vs Norte Brasil Transmissora de Energia S.A. and Construtora Integração Ltda | Toshiba Vs Norte Brasil Transmissora de Energia S.A. and Construtora Integração Ltda. | | Ordinary | Local jurisdiction | Claim 45,871,541.76 Counterclaim 42,341,420.31 | € |
| Ducol Engenharia Ltda. | ATE VIII Transmissora de Energia S.A e Abengoa Construção Brasil Ltda. | | Ordinary | Local jurisdiction | 470,590.42* claim and 5,508,034.99 counterclaim | € |
| Consorcio Piura (Abengoa Perú S.A. 67%- Teyma Uruguay S.A. 33%) | Programa Nacional de Saneamiento Urbano | | Arbitration | Arbitration | 7,521,475.79 | € |
| Consorcio La Gloria (49% Abengoa Perú S.A., 49% Graña y Montero 1% Abengoa S.A: Sucursal en Peru and , 1% GMI S.A.) | SEDAPAL | | Arbitration | Local arbitration | 6,165,798.07 | € |
| Consorcio la Gloria | Sedapal | | Arbitration | Local arbitration | 20,315,423.49 | Soles |
| Consorcio Ermitaño | Sedapal | | Arbitration | Local arbitration | 9,6622,314.00 | Soles |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|---|--|---------------------|--|---------------|----------|
| Consorcio Ermitaño | Sedapal | | Arbitration | Local arbitration | 14,414,169.00 | Soles |
| Consorcio Ermitaño | Sedapal | | Arbitration | Local arbitration | 13,372,221.91 | Soles |
| Consorcio Ermitaño | Sedapal | | Arbitration | Local arbitration | 4,421,148.06 | Soles |
| Bioplastech | ABNT and Befesa | | Antitrust | Commercial Court 8 Madrid (Breach of competition rules) | Undetermined | € |
| Dirección General de Rentas de la Provincia de Mendoza (Argentina) | Transportadora del Norte, S.A. | | Ordinary | Local courts | 1,384,083.60 | € |
| Balzola Construcciones Chile Limitada | Abewngoa Chile, S.A. | | Ordinary | Local jurisdiction | 6,53,384.09 | € |
| Tratamientos Especiales del Terreno, S,A (Estratos) | Abengoa Chile. S.A. | | Arbitration | Local arbitration | 1,508,000.00 | € |
| LACC-JNK Limitada | Abengoa Chile, S.A. | | Ordinary | Local jurisdiction | 2,900,000 | € |
| Unión Transitoria de Empresas Abener Teyma España UTE Paysandú | Alcoholes de Uruguay, S.A | | Arbitration | CCI | 146,234* | USD |
| Alcoholes de Uruguay, S.A | Unión Transitoria de Empresas Abener Teyma España UTE Paysandú | n/a | Arbitration | CCI | 5,276,785.63 | € |
| Leed Mptajes Electricos, S.A | Teyma Uruguay ZF, Saacem ZF Degremont, SA; Celulosa y Energía Punta Pereira | n/a | Ordinary | Local jurisdiction | 658,001 | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|--|--|---------------------|--|---|----------|
| European Commission | Abengoa, S.A., Abengoa Bioenergía S.A. and Abengoa Bioenergy Trading Europe, B.V | | Antitrust | Administrative proceedings | Undetermined, Maximum possible 10% turnover | € |
| Glencore Grain B.V. | Abengoa, S.A. | n/a | Ordinary | High Court of Justice Queen's Bench Division London Mercantile Division (UK) | 8,797,822.47 + interest | € |
| Mitsui & Co Deutschland GmbH | Abengoa, S.A. | n/a | Arbitration | Arbitration ICC | 1,714,810.13 + interest | € |
| Ethanol Europe Renewables, LTD | Abengoa Bioenergia Inversiones S.A.; Abengoa PW Investments and Abengoa, S.A. | n/a | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 22 in Seville | 1,187,354.99 | € |
| José B. Terceiro Lomba | Bioetanol Galicia, S.A. (defended by Abengoa) | | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 12 Seville | 1,020,000 | € |
| Spanish Competition and Markets Commission (CNMC) | Nicsa y Abengoa, S.A | | Antitrust | Judicial Review Spanish High Court (Audiencia Nacional) | Undetermined | € |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|--|--|---------------------|--|---------------|----------|
| Spanish Competition and Markets Commission (CNMC) | Instalaciones Inabensa, S.A. and Abengoa, S.A. | | Antitrust | Administrative proceedings | Undetermined | € |
| Cuñado, S.A., Cuñado Intercontinental, S.A., Cuñado México, S.A. | Abeinsa Infraestructura and Medio Ambiente SA, Abengoa Water SL, Ute Abeima Teyma Barka, Abengoa SA, Ute Abeima Agadir I, Centro Morelos 264 SA de cv, Ute Abener Teyma Norte III, Abener Energía, Instalaciones Inabensa SA and Ute Dead Sea. | | Ordinary | Court of 1st Instance (Juzgado de Primera Instancia) 25 in Seville | 2,436,236.59 | € |
| Adriano Ometto | ASAB, ABAG, ABSL, ABSJ, ABSF, ABBr | | Ordinary | Local jurisdiction | 27,490,987.08 | BRL |
| ASAB | Adriano Ometto | | Ordinary | Local jurisdiction | 1,000,000.00 | BRL |
| Maluf | ABAG | | Ordinary | Local jurisdiction | 28,270,265.45 | BRL |
| União Federal | ABAG | | Ordinary | Local jurisdiction | 9,942,930.88 | BRL |
| ABAG | Refrigerantes Maracana Ltda | | Ordinary | Local jurisdiction | 21,872,304.60 | BRL |
| Masa Fallida del Banco Santos S/A | ABAG | | Ordinary | Local jurisdiction | 60,716,857.80 | BRL |
| Ivan Garcia de Oliveira | ABAG | | Ordinary | Local jurisdiction | 5,120,454.45 | BRL |
| ABAG | Baldin Bioenergía – (purchased by Alfa) | | Ordinary | Local jurisdiction | 14,382,970.47 | BRL |
| ABAG | Dulcini | | Ordinary | Local jurisdiction | 53,221,832.92 | BRL |
| Dulcini S.A. | ABAG | | Ordinary | Local jurisdiction | 22,069,552.48 | BRL |
| Dulcini S.A. | ABAG | | Ordinary | Local jurisdiction | 4,964,956.16 | BRL |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|---|--|---------------------|--------------------|---------------|----------|
| ABAG | Mário Ometto | | Ordinary | Local jurisdiction | 142,461,661 | BRL |
| ABAG | Agro Pecuária Itahyê Palmeiras Ltda. | | Ordinary | Local jurisdiction | 3,636,842.20 | BRL |
| ABAG | Jayme Moura y Otros | | Ordinary | Local jurisdiction | 5,727,543.12 | BRL |
| Dulcini S.A. | ABAG | | Ordinary | Local jurisdiction | 3,230,742.52 | BRL |
| ABAG | D'Mais Distribuidora de Petróleo Ltda | | Ordinary | Local jurisdiction | 7,237,235.53 | BRL |
| Adriano Ometto and Adriano Ometto Agrícola | ASAB, ABAG, ABSL, ABSJ, ABSF, ABBR, ABSA, ASA, ABCS y ABCO | | Ordinary | Local jurisdiction | 300,000,000 | BRL |
| ABAG | Usina São Pedro Bioenergia – purchased by Baldin Bioenergia | | Ordinary | Local jurisdiction | 17,271,732.23 | BRL |
| João Luiz Gallego | ABAG | | Ordinary | Local jurisdiction | 3,151,680.98 | BRL |
| ABAG | : José Clóvis Zanardo and others | | Ordinary | Local jurisdiction | 2,924,741.74 | BRL |
| ABAG | Espólio de Oswaldo Jose Mancin and Joana Bueno Mancin | | Ordinary | Local jurisdiction | 7,639,316.10 | BRL |
| ABAG | Usina Santa Rita S.A. Açúcar e Álcool | | Ordinary | Local jurisdiction | 3,532,874.19 | BRL |
| ABAG | Itaiquara Alimentos S.A. | | Ordinary | Local jurisdiction | 13,216,959.02 | BRL |
| Hacienda Pública | ABAG | | Tax | Local jurisdiction | 3,008,129.89 | BRL |
| Hacienda del Estado de São Paulo | ABAG | | Tax | Local jurisdiction | 1,655,656.94 | BRL |
| Unión Federal – Hacienda Nacional | ABAG | | Tax | Local jurisdiction | 11,862,285.46 | BRL |
| Secretaria de la Receta Federal del Brasil en São Paulo | ABAG | | Tax | Local jurisdiction | 803,727.65 | BRL |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|---|---|--|---------------------|--------------------|---------------|----------|
| | | | | | | |
| Hacienda del Estado de São Paulo | ABAG | | Tax | Local jurisdiction | 1,853,488.63 | BRL |
| Hacienda del Estado de São Paulo | ABAG | | Tax | Local jurisdiction | 3,714,644.17 | BRL |
| Secretaria Receta Federal | ABAG | | Tax | Local jurisdiction | 0* | BRL |
| Secretaria de la Receta Federal de Brasil | ABAG | | Tax | Local jurisdiction | 97,912,106.90 | BRL |
| Secretaria de la Receta Federal | ABAG and individuals | | Tax | Local jurisdiction | 127,041,696 | BRL |
| Maria Cristina Amaral | ABAG | | Ordinary | Local jurisdiction | 709,920.62 | BRL |
| Leonardo Barbosa Transporte ME | ABAG | | Ordinary | Local jurisdiction | 4,894,248.50 | BRL |
| Camillo Ferrari S.A. Indústria e Comércio | ABAG | | Ordinary | Local jurisdiction | 6,705,041.30 | BRL |
| Antonia Mikaele Gomes dos Santos e filho. | ABAG | | Ordinary | Local jurisdiction | 2,924,039.37 | BRL |
| Janete Gonçalves de Oliveira e filhas. | ABAG | | Ordinary | Local jurisdiction | 2,207,161.11 | BRL |
| ABAG | Ferrari Agroindustria Ltda. | | Ordinary | Local jurisdiction | 2,167,236.32 | BRL |
| ABAG | Delegado da Receita Federal do Brasil em Limeira/SP | | Ordinary | Local jurisdiction | 57,126,784.28 | BRL |
| Magali Edna dos Santos Marangon e filhos | ABAG | | Ordinary | Local jurisdiction | 1,044,035.52 | BRL |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|--|--|--|---------------------|--------------------|---------------|----------|
| - Dedini - Copersucar (cooperative of which Dedini was part) | Autoridades brasileñas – La Unión | | Judicial review | Local jurisdiction | 202,387.07* | BRL |
| Vera Lúcia Gonçalves da Silva and others | VB Rápido Luxo Campinas and jointly and severally ABAG | | Ordinary | Local jurisdiction | 3,460,857.35 | BRL |
| Delegacia da Receita Federal do Brasil em Limeira | ABAG | | Tax | Local jurisdiction | 46,501,995.83 | BRL |
| Ministério Público do Trabalho. | ABAG | | Administrative | Local jurisdiction | 7,741,727.92 | BRL |
| Maluf family | ABAG | | Ordinary | Local jurisdiction | 2,677,276.60 | BRL |
| Fazenda do Estado de São Paulo | ABAG | | Ordinary | Local jurisdiction | 11,862,285.46 | BRL |
| Amerra Agri Advantage Fund LP e Outros | ABAG and ABBR | | Ordinary | Local jurisdiction | 21,693,488.58 | BRL |
| Sebastião Biazzo | ABAG | | Ordinary | Local jurisdiction | 3,048,475.08 | BRL |
| Paraná Banco S.A. | ABAG | | Ordinary | Local jurisdiction | 7,565,595.31 | BRL |
| São Martinho S.A. | ABAG | | Ordinary | Local jurisdiction | 14,680,710.13 | BRL |
| Jacinto Elias Rocha Brito Júnior | ABAG | | Ordinary | Local jurisdiction | 1,980,627.74 | BRL |
| São Martinho S.A. | ABAG | | Ordinary | Local jurisdiction | 6,075,527.98 | BRL |
| Banco Santos S.A. | ABAG | | Ordinary | Local jurisdiction | 4,641,620.44 | BRL |
| Richard Bertame | ABAG | | Ordinary | Local jurisdiction | 1,906,979.03 | BRL |
| Riominas Comércio, Transportes E Representações Ltda. | ABAG | | Ordinary | Local jurisdiction | 3,031,085.04 | BRL |

| Claimant(s) | Defendant(s) | Guarantor sued (will not apply in all cases) | Type of proceedings | Court/tribunal | Claim amount | Currency |
|----------------------------|---------------------------------|--|---------------------|--------------------|--------------|----------|
| ABAG | Sandra Sorci Uchoa Rocha Britto | | Ordinary | Local jurisdiction | 2,248,361.54 | BRL |
| Ministério Público Federal | ABAG | | Ordinary | Local jurisdiction | 3,196,654.00 | BRL |
| ABAG | União Federal | | Ordinary | Local jurisdiction | 3,950,522.29 | BRL |

Notes:

* Claim anticipated to exceed €500,000 if costs incurred.

In all the lawsuits in Brazil the amount is expressed in € at the average exchange rate in 2016.

In all the lawsuits in Peru the amount is expressed in € at the average exchange rate in 2016.

In all the lawsuits in Mexico, el importe viene expresado en al TC Medio de 2016.

Names of Brazilian companies:

- ASA Bioenergy Holding AG (ASA AG / ASAB / ASABH, these initials used without distinction).
- Abengoa Bioenergia Brasil S.A. (ABBR)
- Santa Fé Indústria e Comércio Ltda. (ABSF)
- Abengoa Bioenergia Agroindústria Ltda. (ABAG)
- Abengoa Bioenergia São João Ltda. (ABSJ)
- Abengoa Bioenergia São Luiz S.A. (ABSL)

Schedule 13 Divestment Companies

Iniciativas Hidroeléctricas, S.A. ("IHSA")

- Proposed transaction: sale by Abeinsa Infraestructuras Medio Ambiente, S.A. ("**Abeima**") of shares (and a shareholder loan) representing a 50% ownership interest in Iniciativas Hidroeléctricas, S.A. ("**IHSA**"). IHSA is a Spanish company which owns a small hydro 4,5 MW plant in Soto de Cerrato (province of Palencia, Spain) which is currently in commercial operation.

The sale is proposed to be structured as a share sale by Abeima of its shares in IHSA (subject to alternative structuring as a result of contractual restrictions and/or tax implications of the sale).

- Proposed purchaser: the prospective buyers are Suma de Energías, S.L. (currently the holder of a 45.0% stake in IHSA) and L.V.P., S.L. (currently the holder of a 5.0% stake in IHSA), or both. The prospective buyers are both part of the same group (Erbi Energía).
- Expected sale proceeds: the expected sale proceeds are approximately €450,000.
- Transaction security to be released: release of the existing pledge over the credit rights arising from Abeima vis a vis IHSA under a subordinated loan agreement for an amount of €211,669.40 euros as of October 2018.

Société d'Eau Dessalée d'Agadir S.A.

- Proposed transaction: sale of Abengoa's 51% indirect participation in Société d'Eau Dessalée d'Agadir S.A. ("**SEDA**") directly owned by Abengoa Water Agadir, S.L.U. SEDA is a Moroccan company owning a 250,000 m³/day water desalination project in Agadir (Morocco). Due to contractual restrictions, the proposed sale contemplates a sale of shares across phases, with a sale of 16% of the project in an initial phase.

The sale is proposed to be structured as a share sale by Abengoa Water Agadir, S.L.U. of its shares in SEDA (subject to alternative structuring as a result of contractual restrictions and/or tax implications of the sale).

- Proposed purchaser: the prospective buyer is Abengoa-Algonquin Global Energy Solutions BV or an affiliate thereof.
- Expected sale proceeds: the expected sale proceeds are approximately €5,600,000 (corresponding to the sale of the 16% of the project, as referred above).
- Transaction security to be released: N/A

Kai Garib

- Proposed transaction: sale of Abengoa's 100% indirect participation in Kai Garib Solar Pty Limited ("**Kai Garib SPV**"), directly owned by Kai Garib Investment Pty Limited and Kai Garib O&M Pty Limited ("**Kai Garib O&M**" and together with Kai Garib SPV the "**Kai Garib Companies**") directly owned by Abengoa South Africa Pty Limited. The Kai Garib Companies are South African companies incorporated for the purposes of developing and

executing future solar projects in the framework of South Africa's Renewable Energy Independent Power Producer Procurement programme.

The sale is proposed to be structured as a share sale by Kai Garib Investments and Abengoa South Africa of each of their respective shares in the Kai Garib Companies (subject to alternative structuring as a result of contractual restrictions and/or tax implications of the sale).

- Proposed purchaser: the prospective buyer is Abengoa-Algonquin Global Energy Solutions BV or an affiliate thereof.
- Expected sale proceeds: the expected sale proceeds are no more than USD 1,700,000 (noting the purchase price has been capped at that amount).
- Transaction security to be released: N/A

Schedule 14
Necessary Insolvency Petition

Update: 4/12/2018

| Companies in insolvency proceedings | | | | | | |
|--|---|--|---------------|-----------------|------------|--|
| Company | Type of insolvency | Court | Petition date | Date of defence | Order date | Status |
| Simosa IT, S.A. | Petition for involuntary insolvency by a supplier, Sopra Steria España, S.A.U. Fast-track insolvency 232/2018 | Commercial Court (Juzgado de lo Mercantil) 2 Sevilla | 02/04/2018 | 10/04/2018 | Pending | Simosa IT submitted acquiescence on 09/11/2018. After that communication, the Court has declared the involuntary insolvency of the Company on 12/11/2018 |
| Abencor Suministros, S.A. | Voluntary insolvency. Fast-track insolvency 312/2018 | Commercial Court (Juzgado de lo Mercantil) 2 Sevilla | 28/03/2018 | n/a | Pending | The Court declared the voluntary insolvency of the Company on 27/04/2018 |
| Simosa Servicios Integrales de Mantenimiento y Operación, S.A. | Voluntary insolvency. Fast-track insolvency 388/2018 | Commercial Court (Juzgado de lo Mercantil) 2 Sevilla | 14/04/2018 | n/a | Pending | The Court declared the voluntary insolvency of the Company on 23/05/2018 |

Schedule 15 Consent Schedule

Part 1. Consents under the Finance Documents

By entering into this Agreement, the NM2 Creditors and the NBF Creditors (expressly including the creditors under the Interim Facility Agreement) consent to:

- (a) the sale of the Divestment Companies pursuant to the terms described in Schedule 13 (*Divestment Companies*) (noting that no Divestment Company is a Guarantor NM2/NBF Independent Collateral Debtor, NM2 Priority Collateral Debtor or EPC Sub-Group Debtor under the Finance Documents);
- (b) the liquidation of Israeli company NEA Solar; and
- (c) the write off an intercompany loan between NEA Solar as debtor and Abener Energía, S.A. as creditor (originally entered into between NEA Solar Power Ltd and Abengoa Solar, S.A. on 21 May 2014, and afterwards assumed by Abener Energía, S.A. (as creditor) as a consequence of a merger with Abengoa Solar, S.A.) for an amount of €2,379,328.91 (the "Abener Intercompany Loan"), and pledged for the benefit of the NM2 Creditors and the NBF Creditors on 17 March 2017,

noting such consents are required as:

- (i) the sale of the Divestment Companies is not foreseen under the Viability Plan, therefore such disposals do not constitute a 'Permitted Sale' under the Finance Documents); and
 - (ii) NEA Solar is to be liquidated because it no longer has any activity following the sale of its project 'Project Ashalim', and to enable the liquidation of NEA Solar, the Abener Intercompany Loan must be written off; and
- (d) that the companies listed below (all of them Abengoa Group Guarantors except Centro Tecnológico Palmas Altas, S.A. the latter being a Material Subsidiary under the Finance Documents) may approve a capital reduction with the aim of curing their capital impairment situation produced as a consequence of the losses incurred during the 2018 FY (the "**Capital Reductions**"). The Capital Reductions will be carried out for the affected companies to fulfil the obligations set forth in article 327 of the Spanish Companies Act:
- (i) Abengoa Bioenergía Inversiones, S.A.
 - (ii) Abeinsa Inversiones Latam, S.L.
 - (iii) Siema Technologies, S.L.
 - (iv) Abengoa Solar Internacional, S.A.
 - (v) Sociedad Inversora Líneas de Brasil, S.L.
 - (vi) Abeinsa Business Development, S.A.
 - (vii) Abeinsa Asset Management, S.L.
 - (viii) Centro Tecnológico Palmas Altas, S.A.

The Capital Reductions will be carried out through a reduction of the nominal value of each of the shares of the affected companies, so that the number of shares issued by each of them is not altered and for such Capital Reduction not to affect the Transaction Security granted over the shares. In order to carry out the Capital Reductions PricewaterhouseCoopers Auditores S.L. is currently preparing the relevant balance sheet that, according to the Spanish Companies Act, shall be taken as a basis for each of the Capital Reductions. Creditors under the Finance Documents will not have an opposition right in relation with the Capital Reductions given that such Capital Reductions is conducted with the sole purpose of remedying the capital impairment of the affected companies.

Part 2. Amendments to the NM2 Term Sheet and Group Intercreditor Agreement

By entering into this Agreement, the NM2 Creditors and the NBF Creditors (expressly including the creditors under the Interim Facility Agreement) consent to the following amendments to the NM2 Term Sheet:

- (a) the definition of ‘Long-Stop Date’ (on page 10 of the NM2 Term Sheet) being deleted in its entirety and replaced with:

"Long-Stop Date" means 31 January 2019 or such later date as may be agreed by the Company and the Ad Hoc Committee.
- (b) the definition of ‘NM2 Creditors Mandatory Convertible’ (on page 10 of the NM2 TS) shall be amended by deleting “18%” and replacing it with “15.1%”.
- (c) the definition of ‘Reinstated Debt’ (at paragraph (d) on page 1 of the NM2 Term Sheet) being deleted in its entirety and replaced with:

(d) Issue of new reinstated debt in the amount of €49.2m at Abenewco 1 level ("**Reinstated Debt**") – see Part 4;
- (d) the description of the creditors and amount of Reinstated Debt (as described under ‘Creditors’ and ‘Amount’ in Part 4 (Reinstated Debt) on page 28 of the NM2 Term Sheet), being deleted in their entirety and replaced with:

| | |
|------------------|--|
| Creditors | those entities described below under ‘Amount’. |
|------------------|--|

| | | |
|---------------|--|------------------------------|
| Amount | €49.2m to be allocated to the below-listed Creditors as follows: | |
| | <u>Creditors of Reinstated Debt</u> | <u>amount (€) (millions)</u> |
| | • providers of the New Bonding Lines | 14 |
| | • NM2 creditors remaining at Abenewco 1 | 14.3 |
| | • KKR and BlueMountain | 5.8 |
| | • Bankia, HSBC, CACIB, ICO | 4.6 |
| | • Lazard | 10.5 |
| | TOTAL | 49.2 |

- (e) The description of the underlying shares (as described under 'Underlying Shares' in Part 7 (A3T Bondholder and NM2 Creditors Mandatory Convertibles) on page 34 of the NM2 Term Sheet) being deleted in its entirety and replaced with:

| | |
|--------------------------|--|
| Underlying Shares | <p>(i) A3T Bondholder: shares representing 4% of the total issued ordinary shares of the Issuer from time to time, and</p> <p>(ii) Non-rolled over NM2 Debt creditors: shares representing 15.1% of the total issued ordinary shares of the Issuer from time to time; and</p> <p>(iii) the Ad Hoc Committee (as defined in the lock-up agreement but excluding Banco Santander, S.A.): 3.4% of the total issued ordinary shares of the Issuer from time to time.</p> |
|--------------------------|--|

- (f) The description of the issue size (as described under 'Issue Size' in Part 7 (A3T Bondholder and NM2 Creditors Mandatory Convertibles) on page 34 of the NM2 Term Sheet) being deleted in its entirety and replaced with:

| | |
|-------------------|--|
| Issue Size | <p>Aggregate issue amount: €5,000,000</p> <p>Amount per Bond: €1,000</p> |
|-------------------|--|

- (g) the description of the conversion ratio (as described under 'Conversion Ratio' in Part 7 (A3T Bondholder and NM2 Creditors Mandatory Convertibles) on page 35 of the NM2 Term Sheet) being deleted in its entirety and replaced with:

| | |
|-------------------------|--|
| Conversion Ratio | <p>Such ratio that entitles Bondholders to receive Shares representing 22.5% of the Issuer's share capital at the time of issuance (subject to any dilution from a permitted capital increase), such 22.5% to be allocated between Bondholders as follows:</p> <p>(A) 4% for Santander;</p> <p>(B) 15.1% for non-rolled over NM2 Debt creditors; and</p> <p>(C) 3.4% for the Ad Hoc Committee (excluding Banco Santander, S.A.) to be allocated as follows:</p> <p>(i) 2.25% for Canyon and Alden; and</p> <p>(ii) 1.15% for BlueMountain / KKR.</p> |
|-------------------------|--|

- (h) The description of the initial conversion price (as described under 'Initial Conversion Price' in Part 7 (A3T Bondholder and NM2 Creditors Mandatory Convertibles) on page 35 of the NM2 Term Sheet) being deleted in its entirety and replaced with:

| | |
|---------------------------------|--|
| Initial Conversion Price | Such price that allows (i) non-rolled over NM2 Creditors to convert into Shares representing 15.1% of the Issuer's share capital, (ii) the A3T Bondholder to convert into Shares representing 4% of the Issuer's share capital; and the Ad Hoc Committee (as defined in the lock-up agreement but excluding Banco Santander, S.A.) to convert into Shares representing 3.4% of the Issuer's share capital. |
|---------------------------------|--|

- (i) The description of the fixed interest amount attributed to the Bondholders (as described under 'Fixed Interest Amount' in Part 7 (A3T Bondholder and NM2 Creditors Mandatory Convertibles) on page 35 of the NM2 Term Sheet) being deleted in its entirety and replaced with:

| | |
|---------------------------------|--|
| Distribution Entitlement | The Bonds shall be entitled to a fixed 22.5% allocation of every Distribution (as defined in the NM2 Facility Agreement) made or granted by Abenewco 1, payable at the time such Distribution is made. |
|---------------------------------|--|

- (j) The definition of the NM2/NBF Independent Collateral Instructing Group included in the Group Intercreditor Agreement will be amended as follows and the following new definitions will be added to the Group Intercreditor Agreement:

"NM2 Contingent Tranche Creditors Liabilities" means the Liabilities owed by Abenewco 1 to the NM2 Contingent Tranche Creditors under or in connection with the NM2 Finance Documents

"NM2 Contingent Tranche Creditors" means the creditors under the Contingent Tranche, as this term is defined in the NM2 Facility Agreement.

"Majority NM2 Contingent Tranche Creditors" means, at any time, the NM2 Contingent Tranche Creditors whose aggregate NM2 Contingent Tranche Creditor Liabilities then outstanding aggregate more than 50.1% of the total principal amount of the Contingent Tranche.

| | |
|---|---|
| NM2/NBF Independent Collateral Instructing Group | <p>means the Majority NM2 Creditors and the Majority NBF Lenders, acting together, provided that, if the enforcement instructions are given to NM2/NBF Independent Collateral Security Agent as a consequence of a Major Event of Default, the following shall apply in respect of:</p> <p>(A) NM2 Creditor Liabilities prior to the NM2 Discharge Date (excluding the discharge of the NM2 Contingent Tranche Creditors Liabilities): the Majority NM2 Creditors (excluding the NM2 Contingent Tranche Creditors until such time as the other NM2 Creditor Liabilities have been discharged in full) provided that, after the enforcement is made, the NM2/NBF Independent Collateral Transaction Security shall remain in full force and effect in favour of the NBF Creditors in their capacity as NM2/NBF Independent</p> |
|---|---|

| | |
|--|---|
| | <p>Collateral Secured Parties as security for the NBF Creditor Liabilities and if applicable because the NM2 Discharge Date has not occurred, in favour of the NM2 Creditors in their capacity as NM2/NBF Independent Collateral Secured Parties as security for the NM2 Creditor Liabilities;</p> <p>(B) NBF Liabilities prior to the NM2 Discharge Date: the Majority NM2 Creditors (excluding the NM2 Contingent Tranche Creditors until such time as the other NM2 Creditor Liabilities have been discharged in full) and the Majority NBF Lenders;</p> <p>(C) NBF Liabilities and/or NM2 Creditor Liabilities following the NM2 Discharge Date (excluding the discharge of the NM2 Contingent Tranche Creditors Liabilities): the Majority NM2 Contingent Tranche Creditors and the Majority NBF Lenders; and</p> <p>(D) NBF Liabilities following the NM2 Discharge Date: the Majority NBF Lenders.</p> |
|--|---|

For the avoidance of doubt, the definition of the EPC Sub-Group Instructing Group, the NM2 Priority Collateral Instructing Group and Clause 20.7 (*Order of Application: NM2/NBF Independent Collateral*) of the Group Intercreditor Agreement will not be amended.

The definition of Major Event of Default will be agreed by the parties in the relevant Restructuring Documents but shall include as a minimum any event of default:

(1) arising pursuant to the following under the NM2 Facility Agreement:

- (A) clause 17.1.1 (*Payment default*);
- (B) clause 17.1.3 (*Breach of the Intercreditor Agreement*);
- (C) clause 17.1.5 (*Cross default*);
- (D) clause 17.1.6 (*Cross acceleration*);
- (E) clause 17.1.7 (*Additional indebtedness*);
- (F) clause 17.1.8 (*Breach of the Liquidity Ratio*) and other financial covenants;
- (G) clause 17.1.11 (*Adverse Material Change*);
- (H) clause 17.1.12 (*Insolvency*);
- (I) clause 17.1.13 (*Cessation of business, expropriation*);
- (J) clause 17.1.14 (*Seizure*);
- (K) clause 17.1.15 (*Ensuing invalidity*);
- (L) clause 17.1.17 (*Sanctions*);
- (M) clause 17.1.18 (*Changing business or corporate purposes and corporate changes*);

(N) clause 17.1.21 (*Control*);

(O) clause 17.1.22(ii)-(v) inclusive (*Breach of the obligations of constitution and, where appropriate, registration of the Collateral*);

(P) clause 17.1.24 (*Finance Documents*); and

(2) any breach that there is a DC Disapplied Provision in relation to.

- (k) Creation of a new NM2/NBF Strategic Investment Committee which will be in charge of taking decisions related to the release of the NM2/NBF Independent Collateral Transaction Security in the event that an Equity Raise (as defined in the Senior OM Term Sheet) has occurred.

Decisions within the NM2/NBF Strategic Investor Committee will be taken by majority in number of its members, but taking into account that if the NM2/NBF Strategic Investor Committee does not grant its consent because its members are unable to reach a consensus (acting as a majority in number), the NM2/NBF Independent Collateral Transaction Security shall not be released.

The Group shall agree cleansing arrangements with the NM2/NBF Strategic Investor Committee prior to asking them to consider any proposed Equity Raise transaction.

The NM2/NBF Strategic Investor Committee will be formed by four (4) members:

- (i) the A3T Bondholder, as long as it holds the A3T Bonds or the Contingent Tranche against Abenewco 1 and whether the Contingent Tranche has crystallized, or not;
- (ii) the entity elected by the Majority NBF Lenders (as defined in the Group Intercreditor Agreement); and
- (iii) the remaining two (2) members will be the NM2 Creditors holding the largest amount of the NM2 Creditor Liabilities, but provided that each of them holds NM2 Creditor Liabilities equal to or greater than 10% (the "**Minimum NM2 Exposure**").

As of the Closing Date, the members of the NM2/NBF Strategic Investor Committee members will be Banco Santander, S.A. (as A3T Bondholder), the NBF Lender elected by Majority NBF Lenders consent, KKR and BlueMountain (KKR and Blue Mountain together the "**Original NM2 Strategic Investor Committee Members**")

The maximum number of votes that each Creditor (including, for such purposes, entities within the same group and entities managed or advised by the same fund) may have in the NM2/NBF Strategic Investment Committee in its different roles shall be two (2) votes.

If any NM2 Creditor sitting at the NM2/NBF Strategic Investment Committee (other than the A3T Bondholder and the elected NBF Lender) holds less than 15%:

- (i) provided that either or both of the Original NM2 Strategic Investor Committee Members continue to hold more than the Minimum NM2 Exposure and continue to be the largest NM2 Creditor(s), the relevant Original NM2 Strategic Investor Committee Member(s) will continue to be the elected NM2/NBF Strategic Investor Committee members;

- (ii) if either or both of the Original NM2 Strategic Investor Committee Members continue to hold more than the Minimum NM2 Exposure but the relevant Original NM2 Strategic Investor Committee Member(s) is no longer one of the two largest NM2 Creditor(s), there will be a vote to decide whether the relevant Original NM2 Strategic Investor Committee Member(s) shall continue to represent the NM2 Creditors on the NM2/NBF Strategic Investor Committee and:
 - (A) if the Majority NM2 Creditors decide to retain relevant Original NM2 Strategic Investor Committee Members on the NM2/NBF Strategic Investor Committee, they shall continue to act in such capacity; and
 - (B) if the Majority NM2 Creditors decide to replace the relevant Original NM2 Strategic Investor Committee Members on the NM2/NBF Strategic Investor Committee, the next largest NM2 Creditor(s) will get an automatic vote in the NM2/NBF Strategic Investor Committee provided that they hold NM2 Creditor Liabilities equal or greater than 10% and further provided that such NM2 Creditors cannot be the A3T Bondholder, the NBF Lenders representative and/or any of their affiliates or related funds (the "**Excluded NM2 Creditors**").

If the new largest NM2 Creditor(s) hold less than 10% of the NM2 Creditor Liabilities, the release of the NM2/NBF Independent Collateral Transaction Security shall be decided by the following majorities:

- (i) 80% of the NM2 Creditor Liabilities then outstanding (which will include, for the avoidance of doubt, the Contingent Tranche only if it has been crystallised); and
- (ii) 80% of the NBF Creditor Liabilities then outstanding; and
- (iii) The A3T Bondholder or 80% of the A3T Bond Liabilities in the event that the A3T Bondholder has transferred some or all of A3T Bond Liabilities then outstanding.

In the event that a majority of 80% each of the Creditors group set forth above has not vote in favour of the release of the NM2/NBF Independent Collateral Transaction Security, such security shall remain in full force and effect.

For the avoidance of doubt, if the Equity Raise is provided and the additional shares issued in Abenewco 1 remain subject to the NM2/NBF Independent Collateral Transaction Security, the consent of the NM2/NBF Strategic Investor Committee shall not be required for such Equity Raise provided that the terms of the SOM Term Sheet are complied with.

- (l) The NM2 Facility Agreement shall be amended to include a right of first refusal to the NM2 Facility Lenders in relation to the proposed transfer of any NM2 Facility Lender Liabilities, provided that such right of first refusal offer shall be made available for no more than 3 Business Days.
- (m) The NM2 Facility Agreement and the Group Intercreditor Agreement shall be amended to provide that the NM2 Creditors and Bondholders (as defined in the Senior OM Term Sheet) will have pre-emption rights to provide any New Debt (as defined in the Senior OM Term Sheet) required by the Group in accordance with the following procedure once Abenewco 1 has made a proposal including amount, cost and structure:

- (i) Up to €60m – can be invested as NM2 by the Bondholders/NM2 Creditors/third party with a simple majority NM2 consent:
 - (A) Bondholders/NM2 Creditors (on a 50:50 basis) will have a pre-emption right on this tranche in the first instance;
 - (B) Any portion that is not taken up by either set of creditors shall be offered back for oversubscription to the other;
 - (C) If it's not subscribed for, third party can fund into the disenfranchised tranche;
- (ii) the full €125m (or anything above the €60m) can be invested as NM2 with 80% consent:
 - (A) Bondholders/NM2 Creditors have pre-emption on this tranche initially 50:50;
 - (B) Anything that is not taken up by either set of creditors is offered back for oversubscription to the other;
 - (C) If it's not subscribed for, third party can fund into the disenfranchised tranche; or
- (iii) any amount of the New Debt can be Reinstated Debt with pre-emption rights to both the Bondholders and NM2 Creditors on a 50:50 basis.
- (iv) Any additional financing at the NM2 level through the basket will go into a separate tranche. All investors (NM2, Bondholders, third party etc.) will invest into the same tranche. The tranche will be disenfranchised until the NM2 is fully repaid. The existing NM2 will have no ability to amend the economic terms of the disenfranchised tranche prior to an accelerated Event of Default.
- (v) Following an enforcement, the disenfranchised tranche can be dragged into a restructuring on the same terms as the existing NM2 Facility.

Schedule 16
Discontinued Companies

| | Company |
|-----|---|
| 1. | Abeinsa Ingeniería y Construcción Industrial, SA |
| 2. | Abeinsa Teyma Barka, LLC |
| 3. | Abeima Teyma Infraestructure Ghana Limited |
| 4. | Abencor México SA de CV |
| 5. | Abencor Suministros, SA |
| 6. | Abengoa Chile, SA |
| 7. | Abengoa PW I Investment, SLU |
| 8. | Abengoa Research, SL |
| 9. | Abengoa Solar, SA |
| 10. | Abengoa Water, SLU |
| 11. | CSP Atacama Dos, SA |
| 12. | Simosa IT, SA |
| 13. | Simosa, Servicios Integrales de Mantenimiento y Operación, SA |
| 14. | Solargate Electricidad Cuatro, SA |
| 15. | Solargate Electricidad Tres, SA |
| 16. | Teyma, Gestión de Contratos de Construcción e Ingeniería, SAU |

Schedule 17
Litigation Details Under €500,000

ABENGOA

Seguimiento Litigios Proveedores

Total (-500K euros):

203,927,249.33 €

| Demandante/s | Demandado/s | Tipo de procedimiento (número de Autos) | Fecha de la primera notificación | Tribunal | Importe reclamado (con comentarios) | Importe reclamado (Total) | Despacho asesor | +500K euros | | Estado del Litigio | Comentarios |
|---|---------------------------------------|---|----------------------------------|---|-------------------------------------|---------------------------|--|-------------|---------------------------------|--------------------|--|
| | | | | | | | | Si/No | Especificar (lista desplegable) | | |
| Silaba Traducciones, S.L. Unipersonal | Abengoa Water, S.L. | Monitorio | 09/03/2016 | Juzgado de 1ª Instancia Nº 15 de Sevilla | 35,557.75 | 35,557.75 € | Legalsur | No | | Abierto | * Se ha llegado a un acuerdo. Está pendiente de homologación judicial. Pendiente confirmar estado de litigio. |
| Bernardino Abad, S.L. | Abencor Suministros, S.A. | Monitorio | 09/03/2016 | Juzgado de lo Mercantil Nº 1 de Sevilla | 252,252.47 | 252,252.47 € | Garrigues | No | | Cerrado | |
| Bernardino Abad, S.L. | Abencor Suministros, S.A. | Ordinario | 18/07/2016 | Juzgado de lo Mercantil nº2 de Sevilla | 37,885 | 37,885.00 € | Garrigues | No | | Abierto | Procedimiento 690/2016 * 1 Continúamos trabajando con Garrigues, ya que era el despacho asignado para el monitorio de Bernardino. Hoy se ha ejecutado embargo preventivo de 136K€ de las cc de Abencor. Según hemos podido saber, el origen es un cambio de Bernardino Abad, admitido a trámite por el juez con embargo preventivo, aunque todavía no se nos ha notificado. Esperamos recibir la demanda la semana próxima. * Presentado el escrito de contestación. * se ha emitido Diligencia de Ordenación, por la que se tiene por presentada la contestación de Abencor a la demanda y se señala la Audiencia Previa para el día 21 de junio de 2018. * Fijada Audiencia Previa para el 21 de junio de 2018 |
| Teliman Servicios Complementarios, S.L. | Abengoa Solar New Technologies, S.A. | Monitorio | 09/03/2016 | Juzgado PI Nº 16 Sevilla. | 46,328.26 | 46,328.26 € | Legalsur | No | | Abierto | * Pendiente de demanda de Juicio Declarativo * El procedimiento ha sido desestimado por presentación extemporánea de la demanda de juicio declarativo. Pendiente confirmar estado de litigio. |
| Seguridad Integral Secoex, S.A. | Abengoa Solar New Technologies, S.A. | Monitorio | 14/01/2016 | Juzgado PI Nº 3 Sevilla. | 2,765.19 | 2,765.19 € | Legalsur | No | | Abierto | * Recibida demanda de juicio declarativo ordinario. * Recibida demanda de Juicio Declarativo Verbal * Contestada la demanda y celebrada vista el día 7 de julio. Pendiente de conclusiones. Pendiente confirmar estado de litigio. |
| Blackstorm Capital, S.L. | Abengoa Solar España, S.A. | Monitorio | 14/01/2016 | Juzgado PI Nº 27 Sevilla. | 1,189.44 | 1,189.44 € | Legalsur | No | | Cerrado | |
| Teliman Servicios Complementarios, S.L. | Abengoa Solar España, S.A. | Monitorio | 14/01/2016 | Juzgado PI Nº 4 Sevilla. | 138,954.03 | 138,954.03 € | Legalsur | No | | Abierto | * Pendiente de demanda de Juicio Declarativo. * homologado el acuerdo extrajudicial. |
| Grupo de Formación Práctica Técnica, S.L. | Abengoa Solar España, S.A. | Monitorio | 14/01/2016 | Juzgado PI Nº 9 Sevilla | 10,404.92 | 10,404.92 € | Legalsur | No | | Cerrado | |
| Seguridad Integral Secoex, S.A. | Abengoa Solar España, S.A. | Monitorio | 09/03/2016 | Juzgado PI Nº 18 Sevilla | 175,017.76 | 175,017.76 € | Legalsur | No | | Cerrado | |
| Seguridad Integral Secoex, S.A. | Solacor Electricidad Dos, S.A. | Monitorio | 09/03/2016 | Juzgado PI Nº 19 Sevilla | 20,782.08 | 20,782.08 € | Legalsur | No | | Cerrado | |
| Seguridad Integral Secoex, S.A. | Solacor Electricidad Uno, S.A. | Monitorio | 14/01/2016 | Juzgado PI Nº 16 Sevilla | 20,782.08 | 20,782.08 € | Legalsur | No | | Cerrado | |
| Leonidus, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo | 19/04/2016 | Juzgado de Primera Instancia Nº4 de León. | 4,791.08 | 4,791.08 € | Legalsur (pendiente de hablar con el despacho). | No | | Cerrado | Recibida Sentencia donde nos estiman parcialmente, condenándonos al pago de 414€ más intereses y costas. Acuerdo extrajudicial. Desistimiento |
| Schindler, S.A. | Instalaciones Inabensa, S.A. | Monitorio | 21/04/2016 | Juzgado de Primera Instancia nº3 de Sevilla | 2,611.19 | 2,611.19 € | Legalsur (pendiente de hablar con el despacho). | No | | Cerrado | |
| Ernte Service, SAU | Instalaciones Inabensa, S.A. | Monitorio | 21/04/2016 | Juzgado de Primera Instancia nº2 de Sevilla | 29,020.58 | 29,020.58 € | Legalsur (pendiente de hablar con el despacho). | No | | Abierto | * Estamos en conversaciones con la comisión para confirmar la procedencia y la procedencia de las deudas. * Importe reclamado: 29.020,58 € + intereses de demora. * No se va a prestar oposición. Negociando con el proveedor a fin de llegar a acuerdo * Nos han ejecutado. No fue posible cerrar el acuerdo a tiempo. Hubo mala fe por parte del proveedor. Estamos en conversaciones con la comisión para confirmar la procedencia y la procedencia de las deudas. |
| 2010 Iniciativas Ecológicas, S.L.U | Instalaciones Inabensa, S.A. | Cambiarlo | 21/04/2016 | Juzgado de 1ª Instancia nº 9 Sevilla. Juicio Cambiarlo 246/2016 | 10,126.89 | 10,126.89 € | Legalsur (si no se llega a acuerdo extrajudicial de pago). | No | | Cerrado | |
| Naldá, S.A. | Instalaciones Inabensa, S.A. | Monitorio | 21/04/2016 | Juzgado de 1ª Instancia nº 13 Sevilla. Juicio Monitorio 1971/2015 | 64,257.10 | 64,257.10 € | Legalsur (si no se consigue negociación extrajudicial). | No | | Cerrado | |
| Bilfinger Industrial Services Spain, S.L. | Abener Energía / Teyma / Ute Heloener | Monitorio/ordinario | 23/03/2016 | Juzgado de 1a Instancia 16 de Sevilla | 8,131.20 | 8,131.20 € | Legalsur | No | | Cerrado | |
| Sociedad Española de Máquinas para Aguas envasadas Acqualet, S.L. | Ute Solaben Logrosan I | Monitorio/verbal | 23/03/2016 | Juzgado de 1a Instancia 18 de Sevilla | 5,721.96 | 5,721.96 € | Legalsur | No | | Abierto | Número de procedimiento 2120/2015 - J.V. 876/2016 *25.04.2016 Presentada oposición. *13.06.2016 Emplazada la actora para que en plazo de 10 días impugne nuestra oposición y pueda solicitar la celebración de la vista. 08.08.2016 La actora solicita la celebración de vista. * 23.09.2016 Se notifica Dior de citación para la vista del juicio verbal para el 19.10 a las 10.40h. * 19.10.2016 Celebrada la vista del juicio verbal. * 25.10.2016 Notificada sentencia en la que se condena a Ute al pago del principal, intereses y costas. |
| Bilfinger Industrial Services Spain, S.L. | Abener Energía / Teyma / Ute Heloener | Monitorio/ordinario | 06/04/2016 | Juzgado de 1a Instancia 9 de Sevilla | 8,131.20 | 8,131.20 € | Legalsur | No | | Abierto | Número de procedimiento 352/2016. * En estudio por el despacho externo * 13.05.2016 Notificada por el juzgado a la actora, dando plazo de 1 mes para presentar demanda. * 21.07.2016 Decreto de sobreseimiento del procedimiento e imposición de costas a actora por no formular demanda en plazo. Pendiente de firmeza. * 28.07.2016 Se deja sin efecto al Decreto de 21.07.2016 por haberse probado la presentación de juicio ordinario por la actora. Se da por terminado el juicio monitorio para su continuación como juicio ordinario. Dior de tener por recibida la demanda ordenando su registro. * 20.09.2016 Recibida por Ute la demanda con plazo de 20 días para contestar. *19.10.2016 Presentada contestación de Ute a la demanda. *17.10.2016 Alcanzado acuerdo de novación de deudas con Bilfinger que contempla la suspensión de los procedimientos en curso. *31.10.2016 Notificado Decreto de señalamiento de audiencia previa para el 02.03.2017. * 14.11.2016 Presentado escrito conjunto de solicitud de suspensión del procedimiento. * 21.11.2016 Notificado Decreto de suspensión del procedimiento por 60 días, manteniendo el señalamiento de la AP del 02/03/2016 a las 10.00h. * 10.02.2017 Notificada Dior en la que se pregunta a las partes si continúa la suspensión, a efectos de la suspensión acordada. |
| Gedesco Services Spain, S.A.U. | Abelma / Teyma / Ute Nungua | Cambiarlo | 04/05/2016 | Juzgado de 1a Instancia 22 de Sevilla | 132,217.71 | 132,217.71 € | Legalsur | No | | Abierto | Número de procedimiento 681/2016 * En proceso de levantamiento de embargos en multitud de cuentas de las sociedades y Utes por haberse suplido el total retenido con el saldo de la cuenta de Teyma. * En proceso de levantamiento de embargos en multitud de cuentas de las sociedades y Utes de fechas 28/05 a 03/06 por haberse suplido el total retenido con el saldo de la cuenta de Teyma (el exceso es de 93K). En estudio el asunto por Legalsur. * Reintegrado en Abg el exceso es de 93K embargado en el procedimiento. Resta embargado el principal más intereses, costas y gastos de 132K hasta finalizar el procedimiento. En estudio el asunto por Legalsur. * 19.05.2016 Presentada Oposición * 07.07.2016 Admiten a trámite la declinatoria y emplazan a actora a alegaciones. * 15.07.2016 Se recibe contestación de Gedesco a la cuestión de competencia por declinatoria, oponiéndose. * 01/09/2016 Se recibe Auto desestimatorio de la cuestión de competencia por declinatoria planteada por Abg. Papealmente se da plazo a la parte actora para impugnar nuestra oposición. * 07.09.2016 Presentado recurso de reposición contra desestimación de declinatoria. * 9.09.2016 Presentado por Gedesco impugnación a nuestra oposición en la que reconocen implícitamente que no caben ejecuciones por el estándar, insistiendo en la continuidad del procedimiento hasta sentencia, donde se discutiría nuestra alegación de que no caben ejecuciones. * 28.09.2016 Recibido Auto de citación a vista para el 1 de febrero de 2017. * 25.01.2016 Dior de admisión a trámite recurso de reposición de 07/09/16. * 02.02.2017 Se presenta escrito de Gedesco aportando Auto desestimando acción de nulidad de otro juzgado. * 03.02.2017 Se presenta escrito de Ute de que se admita escrito de Gedesco por ser improcedente. * 03.02.2017 Se notifica impugnación de Gedesco a recurso de reposición. * 06.03.2017 Se notifica Auto desestimatorio de nulidad de actuaciones solicitada por la Ute. * 06.03.2017 Se notifica Auto desestimatorio de recurso de reposición. * 06.03.2017 Se notifica sentencia estimatoria de la oposición a favor de la Ute, con costas a su favor. * 06.04.2017 Se notifica recurso de apelación de Gedesco. * 12.04.2017 Se acredita la cancelación de la anotación de embargo de finca. * 17.04.2017 Se presenta solicitud de levantamiento de embargo preventivo de 132k. * 20.04.2017 Dior que admite la apelación de Gedesco y emplaza a Ute a impugnación. |
| D. José Puente González | Abengoa Bioenergía, S.A. | Monitorio | 06/04/2016 | Juzgado de Primera Instancia Nº11 de Sevilla | 4,127.76 | 4,127.76 € | Legalsur Abogados | No | | Cerrado | |
| Advanced Machinery & Technology Chemitz GmbH | Abengoa Bioenergía, S.A. | Monitorio | 10/06/2016 | Juzgado de Primera Instancia Nº2 de Sevilla | 208,807.39 | 208,807.39 € | Legalsur Abogados | No | | Abierto | * Oposición al proceso monitorio, requiriendo presentación demanda ordinaria o sobreseimiento en caso contrario. Ejecución de garantía en favor de filial. Suministro e instalación de equipos. * Presentada el 23.11.16 declinatoria juzgados de Madrid que son los acordados en garantía otorgada objeto de reclamación, aunque en contrato que se garantiza sean los de Sevilla se ha considerado la jurisdicción de la garantía. * 08.03.17 Desestimada declinatoria. Contestación de la demanda antes de 21.03.17. No considerado recurso al no suspender y en atención a las posibilidades. Presentado escrito. * Se ha planeado por Abengoa Research la venta del equipo dentro de un paquete, a lo que se ha indicado no se considera dado que irá dentro de un paquete de venta con otros activos y se recibiría la contraprestación por ABNT debiendo preverse la reposición de la reclamación previamente a ABSA, por lo que la mejor opción (confirmada con Legalsur como posible) sería plantear su entrega en dación en pago al proveedor Amtech que podría estar interesado en su recuperación). * Pendiente señalamiento audiencia previa. * Recibidos Burofax dirigidos a ABNT (obligada y garantizada) y ABSA (garante) por Linde Engineering Dresden GmbH, sociedad participante también en el proyecto, y a la que existía obligación de ingresarle directamente 2 de los pagos de los hitos establecidos en el contrato con Amtech (que es con la que se tenía suscrito el contrato), habiéndole realizado uno de los mismos según se confirmó al recibir la demanda de Amtech (288.000 Eur.), por el que reclaman el pago de dicho pago, así como el segundo (96.000 Euros) que no se efectuó, y además aportan contrato de cesión de créditos entre las mismas (del que no se tenía conocimiento ni conste si hubiera aprobado dicha cesión). Tras ponerlo en conocimiento de administración para que verificara de nuevo se confirma que el primer pago por un error al incluir los datos en SAP se hizo a Amtech. El segundo ya había sido objeto de reclamación por parte de Amtech en esta demanda al ser la legitimada como titular del contrato. Se ha comentado a Legalsur, y se prepara contestación al Burofax por ABSA y ABNT (ésta previamente reclamará por Burofax a Amtech la devolución o el ingreso a Linde del importe erróneamente ingresado y que Amtech no ha devuelto a Linde alegando que no se le había reclamado). Enviados Burofax a Linde/Amtech. * 25/10/2017 recibida contestación de Linde a ABNT y ABISA (en este último caso siguen manteniendo el beneficio en su favor de la garantía pese a que no ha existido aprobación alguna a dicha cesión o extensión. En preparación contestación así como notificado a Legalsur para utilización en el procedimiento. |
| Matis Hispania S.A. | Abensa Engineering S.L.U. | Ordinario | 04/05/2016 | Juzgado de 1a Instancia 1 de Sevilla | 5,582.68 | 5,582.68 € | n/a | No | | Cerrado | |

| | | | | | | | | | | |
|--|---|---|---|---|--|--------------|---|----|---------|---|
| Coordinadora Internacional de Cargas SA | Abencor Suministros, S.A. | Ordinario 420/2016 / Ejecutivo 970/2017 | 17/05/2016 | Juzgados de lo Mercantil Nº 2 de Sevilla | 445,953 | 391,683.00 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> * Firmado acuerdo de pagos entre Abencor y Coordinadora. Homologada la transacción judicial, se pone fin al presente proceso. Coordinadora ha solicitado al Juzgado testimonio del acuerdo transaccional y copia del auto de homologación para iniciar la demanda de ejecución de título judicial. Se trata de una amenaza, ya que requieren el pago de la cantidad vencida e incumplida por Abencor. Hemos pagado los 86k USD para así renegociar el calendario de pagos (próx. hito 115k USD para junio 2017). * Solicitan testimonios para iniciar ejecución por incumplimiento del acuerdo transaccional. * Nos han trasladado de la demanda de ejecución interpuesta por Coordinadora reclamando 117.757,79 USD en concepto de principal adeudado e intereses moratorios vencidos más 30.028,24 EUR por los intereses y costas de la ejecución. Coordinadora interesa que se entienda ampliada automáticamente la ejecución por los importes de principal e intereses que vayan venciendo en el futuro: 57.655,11 USD a 31 de diciembre de 2017; 172.965,33 USD a 30 de junio de 2017; y 57.655,11 USD a 31 de diciembre de 2018. * Notificada la ejecución el 06/02/2018 |
| Navarro Masegosa (Proveedor de las Utes la Nucía). | Instalaciones Inabensa, S.A. | Monitorio | 16/05/2016 | Juzgado de 1ª Instancia número 3 de Sevilla | 472,685.32 | 472,685.32 € | Cortés Abogados, lleva todos los asuntos de la Nucía. | No | Abierto | <ul style="list-style-type: none"> * La deuda procede aunque nos oponemos para dilatarlo en el tiempo y tratar después de llegar a un acuerdo con este proveedor solo por parte de la deuda en pagará (234.945,70EUR). A este proveedor se le pasó el plazo para reclamar por la vía ejecutiva por lo que ahora el proceso se puede dilatar hasta 2 años (fin proceso monitorio, apertura de juicio ordinario...). El riesgo es que tengamos que asumir las costas+gastos de abogados en un futuro (80KEURaprox). * El proveedor debe iniciar procedimiento ordinario. Estamos a la espera de recibir demanda para preparar contestación. Preparada contestación celebradas AP y vista. Recibida sentencia condenatoria para Inabensa. Presentada apelación por Inabensa el 04/06/2018. * Recibida solicitud de ejecución provisional de sentencia en primera instancia. Recibido embargo en cuentas de la sociedad. Por el momento el embargo tiene la consideración de infructuoso. Cerrado acuerdo de pagos. Suspendida la ejecución provisional con homologación judicial del acuerdo. |
| Antares Consulting, S.L | Instalaciones Inabensa, S.A. | Cambiaro | 16/05/2016 | Juzgado de Primera Instancia nº24 de Sevilla | 78.650 euros + 23.595 en concepto intereses de demora, gastos y costas procesales | 102.245.00 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> * El demandante está dentro del Grupo 4. Se está negociando la deuda global. * Contactado desde grupo 4 sin éxito en las negociaciones. Imposible llegar a acuerdo. Insisten en el cobro de intereses y costas. * El 8/7/16 recibimos oposición a la nulidad, desde entonces no hemos vuelto a recibir nueva notificación. * Se da por terminado el Cambiaro y pasa a ejecución. * El 23/03/2018 notificado Auto y Decreto de ejecución (los adjunto). Requieren para la manifestación de bienes. En mayo de 2018 se procede a la designación de unas acciones que tenemos en Caxabank, completamente líquidas y exigibles. * Están valoradas en 142.621 €, si bien nuestra deuda es por un principal es de 104.245 € (a lo que se incrementarán costas de ejecución seguramente). * El 23/07/2018 Se ha procedido al embargo en cuentas de: 6.634,50 €, pese a la designación de las acciones. Preguntado a Legalsur nos indica que está lo prescribible que decidieran embargar las cuentas en vez de proceder a la ejecución de las acciones. Nos recomiendo que las liquidemos nosotros y que le paguemos la diferencia a Antares. * Se venden las acciones y se hace la transferencia al Juzgado de la diferencia entre el total reclamado y lo embargado. El importe consignado es de 97.610,50 euros. (se han incluido los 2.371,83 euros de las costas del incidente de nulidad, pese a la recomendación de Legalsur de no hacerlo ya se pagaron). Queda pendiente para Septiembre, presentar escrito conjunto en el Juzgado solicitando que se levante la ejecución y que Antares se de por satisfecho con la consignación. |
| Gruponet Soluciones de Telecomunicación, S.L. | Instalaciones Inabensa, S.A. | Cambiaro | 16/05/2016 | Juzgado de 1ª instancia nº 4 Sevilla. Juicio Cambiaro (se omite el número de procedimiento) | 23.822,56 € de principal+ 1.501 € de gastos de devolución + 2.532 € presupuestados para intereses y costas. Total: 27.855,86 € | 27.855,86 € | Legalsur (si no se llega a acuerdo extrajudicial de pago) | No | Cerrado | |
| Gruponet Soluciones de Telecomunicación, S.L. | Instalaciones Inabensa, S.A. | Cambiaro | 04/08/2016 | Juzgado de 1ª Instancia número 10 de Sevilla. | 7.682,60 EUR (6.571,47€ principal, 410,29€ gastos, 700€ intereses y costas) | 7.682,60 € | En su caso, Legalsur | No | Cerrado | |
| Montajes Industriales y Mecánica Sevillana, S.L | Abener Energía / Teyma / Ute Helioenerg | Juicio Cambiaro | 17/05/2016 | Juzgado de 1ª Instancia 5 de Sevilla | 160.680.00 | 160.680.00 € | Legalsur | No | Cerrado | |
| Montajes Industriales y Mecánica Sevillana, S.L. | Abener Energía / Teyma / Ute Helioenerg | Juicio Cambiaro | 01/06/2016 | Juzgado de 1ª Instancia 5 de Sevilla | 108.202,67 | 108.202,67 € | Legalsur | No | Cerrado | |
| Gedesco Services Spain, S.A.U. | Abengoa Innovación | Monitorio | 26/04/2016 | Juzgado de Primera Instancia nº 8 de Sevilla | 107.690,24 € + 32.307,00 € presupuestados para intereses, gastos y costas. | 139.997,24 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> * Aunque la cuantía reclamada y notificada judicialmente es la expuesta, nuestra responsable del departamento de Administración nos manifiesta que el importe bloqueado a día de hoy en las cuentas es de cuantía superior, circunstancia que nos hace pensar que puede haber un nuevo embargo preventivo pendiente aún de sernos notificado. * Señalada vista para el 9 de mayo de 2017 * Celebrada vista el 9 de mayo de 2017. Recibida sentencia el 31 de mayo condenando a pagar a Abengoa Innovación con intereses y costas, ya que la nulidad argumentada por el procedimiento civil, el juez no la acepta, al tratarse las medidas cautelares impuestas (embargo de las cuentas) procedimiento declarativo y no ejecutivo. * Gedesco ha solicitado esta semana la entrega de la cantidad embargada por el juzgado, a lo cual se ha contestado presentado un escrito de oposición, ya que la sentencia establecía que no se podía ejecutar. * El juzgado nos da la razón y deniega la entrega de la cantidad. * Solicitaron de nuevo la entrega de cantidades alegando que Al ya no estaba en situación preconcursal y el Juzgado se lo ha denegado indicando que no consta el cambio de situación. |
| Gedesco Services Spain, S.A.U. | Abengoa Hidrógeno | Cambiaro | 01/06/2017 | Juzgado de Primera Instancia nº 10 de Sevilla | 98.265,20 € de principal + 29.479 € en concepto de intereses de demora, gastos y costas. | 127.744,20 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> * Novedades: Presentado escrito de oposición con fecha 15 de junio de 2016. * Celebrada la vista el día 13 de marzo de 2017 se interrumpió por impugnación nuestra de veracidad de fax acreditativo de deuda. Gedesco ha solicitado testifical de nuestra responsable de Administración para el día 7 de abril a las 10:00 * Celebrada la vista el día 13 de marzo de 2017, que se interrumpió por impugnación nuestra de veracidad de fax acreditativo de deuda. Gedesco solicitó testifical de nuestra responsable de Administración para el día 7 de abril a las 10:00. Recibida la sentencia, donde se condena al pago con intereses y costas, pues considera el juez que el pacto de no cederlo del contrato impediría la reclamación, pero ha considerado que se consintió por la firma de la responsable de administración. Cabe la posibilidad de apelar, para que no puedan utilizar la sentencia en el siguiente procedimiento. * Presentada la apelación el 29 de junio de 2017. Recibida el 05/09 la admisión a trámite de la apelación, dándose traslado de la misma a la otra parte. Recibida ayer la oposición a la apelación de Gedesco. * Proveedor con el que ha negociado Grupo 4. Se ha alcanzado el siguiente acuerdo: Reducción del Crédito a la cuantía de 55.000,00€. * Acuerdo extrajudicial firmado el 14/07/2016: se resuelve una deuda de 74.532,49 EUR a pagar con el embargo preventivo. * Importe atendido con el embargo preventivo. * Pde recuperar el pagari original. * Pde confirmar que el Juzgado ha ejecutado el embargo, pagado al proveedor y devuelto los intereses a Inabensa. |
| Ingeniería y Desarrollo Renovables, S.L. | Instalaciones Inabensa, S.A. | Cambiaro | 23/05/2016 | Juzgado de 1ª Instancia número 12 de Sevilla. | 74.532,49 euros de principal + 19.000 euros en concepto de intereses de demora, gastos y costas. | 93.532,49 € | n/a | No | Abierto | <ul style="list-style-type: none"> * Acuerdo extrajudicial firmado el 08/06/16 con la aseguradora: se resuelve una deuda de 16.818,60 EUR a pagar según un calendario de pagos hasta 2017. Emitidos pagos de Julio, Agosto, Diciembre-2016 y Junio-2017. Solicitada la terminación del procedimiento por satisfacción extraprocetal y levantamiento del embargo preventivo. * Pde recuperar pagarés originales. |
| Iturri, S.A. | Instalaciones Inabensa, S.A. | Cambiaro | 23/05/2016 | Juzgado de 1ª Instancia número 19 de Sevilla. | 11.174,74 euros de principal + 3.565,77 euros en concepto de intereses de demora, gastos y costas. | 14.740,51 € | n/a | No | Cerrado | <ul style="list-style-type: none"> * Acuerdo extrajudicial firmado el 08/06/16 con la aseguradora: se resuelve una deuda de 16.818,60 EUR a pagar según un calendario de pagos hasta 2017. Emitidos pagos de Julio, Agosto, Diciembre-2016 y Junio-2017. Solicitada la terminación del procedimiento por satisfacción extraprocetal y levantamiento del embargo preventivo. * Pde recuperar pagarés originales. |
| Bilfinger Industrial Services Spain, S.A. | Instalaciones Inabensa, S.A. | Cambiaro | 23/05/2016 | Juzgado de Primera Instancia nº13 de Sevilla | 15.707,98 euros +5.298,68 intereses, gastos y costas | 21.006,66 € | Legalsur | No | Cerrado | |
| Jose Mª Ucin, SA | Instalaciones Inabensa, S.A. | Cambiaro | 23/05/2016 | Juzgado de Primera Instancia nº13 de Sevilla | 15.707,98 euros +5.298,68 intereses, gastos y costas | 21.006,66 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> * Solicitan embargo preventivo (se solicita embargo de los créditos por devoluciones de Hacienda) Bienes de deudor a designar por Inabensa. * El demandante declaró el siniestro a su seguro. Desde Grupo 4 se va a averiguar si dicho seguro se encuentra entre los que se está negociando la deuda global del grupo. * Acuerdo extrajudicial firmado el 08/06/16 con la aseguradora: se resuelve una deuda de 26.985,31 EUR a pagar según un calendario de pagos hasta 2017. Emitidos pagos de Julio, Agosto, Diciembre-2016 y Junio-2017. Solicitada la terminación del procedimiento por satisfacción extraprocetal y levantamiento del embargo preventivo. |
| Elektrotim, S.A. | Instalaciones Inabensa, S.A. | Monitorio | 23/05/2016 | Audiencia Provincial-Sección de lo Mercantil | 390.340,50 zl (87.835 euros) +intereses y costas | 87,835 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> * De acuerdo con la información facilitada por la División no existirían motivos para oposición. Estaba pendiente de contactar por Grupo 4 y lo harán en estos días. * Firmado acuerdo de pagos. |
| Savia Financiación, S.A. | Eucomsa y Galvanizados, S.A. | Juicio Cambiaro (nº de autos 161/2016) | 09/06/2016 | Juzgado de Primera Instancia nº 4 de Alcalá de Henares | 2.898,01 euros de principal más 869,49 euros presupuestados para intereses y costas | 3.767,50 € | por ahora no hemos contactado con Legal Sur | No | Cerrado | |
| Savia Financiación, S.A. | Eucomsa y Ánodos Galvánicos, S.L. | Juicio Cambiaro (nº de autos 1864/2015) | 09/06/2016 | Juzgado de Primera Instancia nº 3 de Torrejón de Ardoz | 27.744,58 euros de principal más 8.341,03 euros presupuestados para intereses y costas. | 36,085.61 € | por ahora no hemos contactado con Legal Sur | No | Cerrado | |
| Savia Financiación, S.A. | Eucomsa y Ánodos Galvánicos, S.L. | Juicio Cambiaro (nº de autos 263/2016) | No nos han llegado a notificar formalmente desde el Juzgado | Juzgado de Primera Instancia nº 4 de Torrejón de Ardoz | 76.071,32 € de principal más 22.990,76 € presupuestados para intereses y costas | 99,062.08 € | n/a | No | Cerrado | |
| Proton Ingenieros, S.L.P.U. | Ute Ashalm y Ute Abener Teyma Atacar | Diligencias Preliminares | 01/06/2016 | Juzgado de 1ª Instancia 2 de Sevilla | 95.900,32 | 95,900.32 € | | No | Cerrado | |
| Gedesco Services Spain, S.A.U. | Abelma | Juicio Cambiaro | 01/06/2016 | Juzgado de 1ª Instancia 19 de Sevilla | 70.571,43 | 70,571.43 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Número de procedimiento 558/2016 * 16.06.2016 Presentada oposición. * 27.06.2016 Admitida a trámite la solicitud de nulidad de actuaciones por el standstill de Abengoa dando plazo de oposición a Gedesco * 04.10.2016 Notificado escrito de oposición de Gedesco a nulidad, solicitando la continuación del procedimiento. * 17.10.2016 Notificado Auto que estima la nulidad propuesta por Abelma con el levantamiento del embargo practicado, que ascienden a 70K. * 08.11.2016 Se presenta escrito instando la solicitud de levantamiento de los embargos practicados en Abelma a cuenta del principal demandado. * 21.11.2016 Notificado Dior de libramiento de mandamiento de pago de la cantidad trabada de 70.571,43€. * Pendiente ingresar el mandamiento. * 02.03.2017 Se empieza a Gedesco a contestar la oposición cambiaria * 23.03.2017 Se presenta por Gedesco la impugnación de la oposición cambiaria de Abelma. * 28.03.2017 Se notifica Dior para manifestar si Abelma desea que se celebre vista. * 06.07.2017 Se señala vista para el 07/09/2017 a las 10,40h. * 11.10.2017 Se notifica sentencia contraria a los intereses de Abelma. * 09.11.2017 Se presenta apelación de Abelma a la sentencia. * 15.11.2017 Se abona el depósito obligatorio para recurrir y se presenta justificación y escrito. |
| Moncuerdo S.L. | Abengoa Innovación | Monitorio | 16/06/2016 | Juzgado de Primera Instancia nº 20 de Sevilla | 23.168,11 | 23,168.11 € | Legalsur | No | Cerrado | |

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| Técnicas Industriales Servicios TMS | Instalaciones Inabensa, S.A. | Cambiarlo | 01/07/2016 | Juzgado de Primera Instancia Nº 8 de Sevilla | Principal: 11.638,40 euros correspondientes a 1 pagaré impagado. Gastos de devolución: 523,73 euros. Además calcula 2500€ como intereses y costas. | 14662,13 | 14.662,13 € | pendiente de ver si, al tratarse de un procedimiento cambiario, existen fondos para hacer frente al mismo y de este modo evitar incurrir en gastos adicionales. | No | Abierto | <ul style="list-style-type: none"> En la demanda incluye el pagaré vencido. El Grupo 4 contactó con el proveedor pero se negaron a la quita. Aparece en el excel que maneja Compras como proveedor en concurso de acreedores. El suplico tiene un error al nombrar al demandado ya que se refiere como Frutas Joseabatl. Alcanzado acuerdo pero incumplido. A la espera de reactivación. |
| Conectividad Industrial Valladolid, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo | 01/07/2016 | Juzgado de Primera Instancia Nº 4 de Valladolid | Principal: 7.308,84 Eur (correspondiente a un pagaré) Nº Documento: 1080034295 ZP Intereses y costas: 2.302,28 Eur Gastos de devolución de pagarés: 365,44 Eur | 12.827,60 | 9.976,56 € | | No | Cerrado | |
| Bilfinger Industrial Services Spain, S.A. | Abengoa Solar New Technologies, S.A. | Monitorio | 20/06/2016 | Juzgado PI Nº 5 Sevilla. | | 12.827,60 | 12.827,60 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Pendiente presentar oposición. Firmado acuerdo de novación de deuda. |
| Construcciones Roygran, S.L. | Abengoa Solar España, S.A. | Monitorio | 08/06/2016 | Juzgado PI Nº 12 Sevilla. | | 10.194,00 | 10.194,00 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Presentada oposición. |
| Fischer Scientific, S.L.U | Abengoa Bioenergía Nuevas Tecnologías, S.A. | Ordinario | 19/01/2016 | Juzgado de Primera Instancia Nº1 de Sevilla | | 83.073,17 | 83.073,17 € | LegalSur Abogados | No | Abierto | <ul style="list-style-type: none"> Admitida contestación 04.03.2016 y audiencia previa fijada para el 18/10/2016. Suministros equipos de laboratorio. Vista previa (tras suspensión) 03.11.16 tras la que se señaló vista para el 01.06.17 Celebrada vista previa, a la que tuvo lugar interrogatorio testigo de ABNT y tras la cual y el desarrollo de la misma no se espera sean considerados argumentos por Juez (de hecho había una factura de aprox. 1/3 del principal que no procedía al haberse entregado un equipo distinto al contratado y que no se pudo acreditar documentalmente al no localizarse documentación y/o correos por ABNT. Hay que tener muy en cuenta en otros procedimientos de ABNT y AR que están reclamando todas las facturas y muchas no son conformes por lo que se ha verificado en este caso, aunque sin detalle por los departamentos que cursaron los pedidos/órdenes) Pendiente de Sentencia Recibida sentencia condenatoria de 80.810,99 euros más intereses legales sin expresa condena en costas. Pagada la sentencia. Recibida liquidación de intereses por los abogados. El Juzgado nos dará traslado de los mismos próximamente. Han aplicado el interés legal del dinero en vez del de morosidad. |
| Fischer Scientific, S.L.U | Abengoa Bioenergía Nuevas Tecnologías, S.A. | Ordinario | 28/11/2016 | Juzgado de Primer Instancia Nº16 de Sevilla | | 17.397,27 | 17.397,27 € | LegalSur Abogados | No | Abierto | <ul style="list-style-type: none"> 31.01.2017 admitida a trámite contestación y emplazados para audiencia previa a celebrar el 29.09.17 Celebrada vista el 28-11-2017 y visto para sentencia. Recibida sentencia condenatoria donde nos condenan a pagar 17.397,27 euros más intereses y costas. Abonada esta cantidad. Fisher ha solicitado tasación de intereses y costas. Recibida la tasación de costas: 3215,27 euros. Hemos recibido una rectificación de la tasación para incluir la tasa: 3515,27 euros. Pagados estos intereses. |
| Grupo Conector, SA | Instalaciones Inabensa, S.A. | Monitorio | 19/07/2016 | Juzgado de 1ª Instancia número 1 de Sevilla | 21.295,15 EUR de principal, más intereses | 21.295,15 | 21.295,15 € | En su caso, LegalSur | No | Abierto | <ul style="list-style-type: none"> Contactaremos con la división para ver si procede o no el pago de la deuda. En caso de proceder el pago de la deuda veremos si hay posibilidad de llegar a un acuerdo con ellos. En ejecución. |
| Maquinas para agua envasada AcquaJet, SL | Instalaciones Inabensa, S.A. | Monitorio | 19/07/2016 | Juzgado de 1ª Instancia número 11 de Sevilla. | 622,29 EUR de principal, más intereses | 622,29 | 622,29 € | En su caso, LegalSur | No | Cerrado | |
| Gruponet Soluciones de Telecomunicación, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo | 19/07/2016 | Juzgado de 1ª Instancia número 2 de Sevilla. | 23.781,97 EUR (20.150,12EUR de principal, 1.481,85 EUR de gastos y 2.150 EUR por intereses de demora y costas) | 23.781,97 | 23.781,97 € | En su caso, LegalSur | No | Cerrado | |
| Instrumentación Control y Automatizaciones de Procesos, SL | Instalaciones Inabensa, S.A. | Monitorio | 19/07/2016 | Juzgado de 1ª Instancia número 1 de Sevilla. | 1.970,26 EUR | 1.970,26 | 1.970,26 € | En su caso, LegalSur | No | Cerrado | |
| Montajes Industriales y Mecánica Sevillana, S.L. | Abener Energía / Teyma / Ute Helienergía | Juicio Cambiario | 18/07/2016 | Juzgado de 1ª Instancia 13 de Sevilla | 31.144,00 | 31.144,00 | 31.144,00 € | Legalsur | No | Cerrado | |
| Silvia Marta Brown Lirola | Abensa EPC | Ordinario | 18/07/2016 | Juzgado de 1ª Instancia 16 de Sevilla | | 11.691,80 | 11.691,80 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Número de procedimiento 987-2016. 16.09.2016 Presentado contestación y oposición a la demanda. 02.11.2017 Notificado Decreto de admisión de la contestación y señalamiento de Audiencia Previa para el 07.03.2017 a las 10.00h. 07.03.2017 Se fija la vista del juicio para el 12/06/2017 a las 12.00h. 23.03.2017 Se notifica Dior de citación en Palmas Altas de 3 ex empleados de Abengoa como testigos de la parte actora. 26.04.2017 Se recibe diligencia negativa de citación de testigos. 22.06.2017 Se recibe escrito de parte de la actora aportando domicilio de un testigo e interesando la suspensión del procedimiento. 29.06.2017 Se recibe Decreto de suspensión del procedimiento por sesenta días a efectos de llegar a acuerdo. 25.09.2017 Se presenta escrito de contrario solicitando la reanudación del procedimiento por no llegar a acuerdo con AEPIC. Celebrada la vista. En ella se ha expuesto el pago y ha quedado cerrado el asunto. |
| Gabitel Ingenieros, S.L. | Aberna | Juicio Cambiario | 18/07/2016 | Juzgado de 1ª Instancia 3 de Sevilla | | 41.895,65 | 41.895,65 € | AJ | No | Abierto | <ul style="list-style-type: none"> Número de procedimiento 868/2016 En estudio. 01.09.2016 Alcanzado acuerdo extrajudicial de refinanciación de deuda con quita y espera, con retirada de acciones judiciales por parte de Gabitel. 26.09.2016 Presentado en el Juzgado transaccional solicitando la homologación judicial. 10.11.2016 Se presenta escrito conjunto de las partes en el sentido requerido por el Juzgado. 24.11.2016 Se notifica Auto que homologa judicialmente el acuerdo de novación alcanzado entre las partes y se declara finalizado el procedimiento. Cerrado Acuerdo homologado judicialmente Hitos de pago del acuerdo: Quita del 10% 10% (3229,57): 30/11/2016 Pagado 5% (1614,78): 31/12/2016 5% (1614,78): 31/01/2017 70% (22806,96): 31/12/2017 Próximo hito: 31/12/2016: 5% (1614,78) 31/01/2017: 5% (1614,78) Hito: 31/12/2017: 70% (22.806,96) |
| Gabitel Ingenieros, S.L. | Codesa | Monitorio | n/a | Juzgado de 1ª Instancia 8 de Sevilla | | 12.471,00 | 12.471,00 € | AJ | No | Abierto | <ul style="list-style-type: none"> Número de procedimiento 843/2016 01.09.2016 Alcanzado acuerdo extrajudicial de refinanciación de deuda con quita y espera, con retirada de acciones judiciales por parte de Gabitel. 26.09.2016 Presentado en el Juzgado transaccional solicitando la homologación judicial. 27.10.2016 Se notifica Dior que solicita a Gabitel el abono de la tasa de procedimiento. 14.11.2016 Se notifica escrito de Gabitel comunicando al Juzgado el pago de la tasa. Hitos de pago del acuerdo: Quita del 10% 10% (1247,11): 30/11/2016 Pagado 5% (623,56): 31/12/2016 5% (623,56): 31/01/2017 70% (8729,74): 31/12/2017 Próximo hito: 31/12/2016: 5% (623,56) 31/01/2017: 5% (623,56) 31.11.2016 Se produce el pago del primer hito 1247 del acuerdo homologado. 19.04.2017 Se notifica Dior de tener por aportada la tasa. 19.04.2017 Se notifica Dior requiriendo firma digital a los escritos de Gabitel. 26.04.2017 Se notifica escrito de Gabitel con firma digital. Próximo Hito: 31/12/2017: 70% (8.729,74) |
| Natix Lease, S.A. (sucursal en España) | Simosa Servicios Integrales de Mantenimiento y Operación SA Abengoa, S.A. | Ordinario | 24/06/2016 | Juzgado de primera instancia Nº 3 de Sevilla | | 226.951,43 | 226.951,43 € | | No | Abierto | <ul style="list-style-type: none"> Con fecha 24/10/2016 se dicta auto de homologación judicial de acuerdo de pago aplazado (12.532,64 euros a 12 meses) |
| Compañía Española de Seguros y Reaseguros de Crédito y Caución, S.A. | Biocarburantes de Castilla y León, S.A. (compañía íntegramente transmitida a tercero el 01/02/2017) / Cajamar Caja Rural Sociedad Cooperativa de Crédito | Ordinario | 12/09/2016 | Juzgado de Primera Instancia e Instrucción Nº1 de Peñaranda de Bracamonte (Salamanca) | Cuantía indeterminada | Cuantía indeterminada | Cuantía indeterminada | Cortes Abogados | No | Abierto | <ul style="list-style-type: none"> Procedimiento ordinario en relación a Standstill contra BCYL (Salamanca) y Cajamar por Crédito y Caución en relación a contrato de reverse factoring con el proveedor de grano Antonio González Mendoza, S.A., solicitando su declaración como crédito comercial y no financiero. Presentada Declinatoria por Cortes, y admitida por el Juzgado Mercantil de Sevilla. 28.03.17 tras recurrir la admisión de la declinatoria, la Audiencia Provincial de Salamanca ha señalado el 6 de abril para votación y fallo del recurso de apelación de CyC contra el auto que estimó la declinatoria. Pendiente confirmación Cortes, que se le vuelve a requerir. Interpuesta declinatoria, alegando la competencia de los juzgados de lo mercantil, y particularmente los de Sevilla. La interposición de la declinatoria suspende el plazo para contestar la demanda hasta que se resuelva sobre la competencia de uno u otro tribunal. 29.11.16 Auto notificado por el que estiman la declinatoria, remitiendo las actuaciones al Juzgado de Sevilla. Cortes Abogados confirma aporta este auto en el resto de procedimientos similares en los que se está personado. El Auto nº. 99/16, de 28 de noviembre, por el que se estimó en primera instancia la declinatoria interpuesta por Biocarburantes, ha sido confirmado por el Auto nº. 88/17, de 15 de mayo, dictado por la Secc. 1ª de la AP de Salamanca, notificado con fecha 19 de mayo de 2017. 24.01.2018 La declinatoria ha sido estimada mediante Auto de 17 de enero de 2018, notificado el día 23 de enero. No es firme ya que contra dicha resolución puede interponerse recurso de apelación. 26.02.2018 Confirmado por Cortes Abogados que transcurridos más de 20 días desde dicha notificación, sin que Crédito y Caución haya interpuesto recurso de apelación, por lo que el Auto estimando la declinatoria es firme y podemos dar el proceso por concluido. Aunque no sea necesario, pediremos la declaración de firmeza. |
| D. José Puente González | Abengoa Bioenergía, S.A. | Monitorio | 13/09/2016 | Juzgado de Primera Instancia Nº11 de Sevilla | 2.159,47 | 2.159,47 | 2.159,47 € | LegalSur Abogados | No | Cerrado | |
| Erhardt Transitarios, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo | 12/09/2016 | Juzgado de Primera Instancia nº 13 de Sevilla | 6.292,38 euros de principal + 1.887,71 euros presupuestados para intereses, gastos y costas = 8.180,09 € | 8.180,09 | 8.180,09 € | n/a | No | Cerrado | |
| Mabel Solutions, SLU | Instalaciones Inabensa, S.A. | Cambiarlo | 12/09/2016 | Juzgado de Primera Instancia nº 4 Sevilla | 35.384,54 euros (pagarés, gastos financieros así como intereses y costas) | 35.384,54 | 35.384,54 € | n/a | No | Cerrado | |
| Comficia Soluciones Integrales, S.L. | Instalaciones Inabensa, S.A. | Monitorio | 12/09/2016 | Juzgado de Primera Instancia nº 11 Sevilla | 20.267,36 (retenciones de garantía)+ intereses y costas. | 20.267,36 | 20.267,36 € | n/a | No | Abierto | <ul style="list-style-type: none"> Vamos a intentar alcanzar acuerdo extrajudicial. Celebrada vista el 27/06/2017. Pendiente de sentencia. |
| Bernardino Abad, S.L. | Abencor Suministros, S.A. | Cambiarlo | 13/09/2016 | Juzgado de Primera Instancia nº19 de Sevilla | 136.655,75 | 136.655,75 | 136.655,75 € | Garrigues | No | Cerrado | |

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| Ensepatec Germany GmbH | Abencor Suministros, S.A. | Ordinario 1812/2016 | 20/12/2016 | Juzgado de Primera Instancia nº22 de Sevilla | 132,400.00 | 132,400.00 € | Legalsur | No | Abierto | <p>Monitorio 1109/2016</p> <ul style="list-style-type: none"> Presentado escrito de oposición al monitorio. Recibida diligencia de ordenación por la que se requiere a Ensepatec para que en un mes presente la demanda de ordinario. Tras nuestra oposición y emplazamiento a la otra parte para presentar su demanda, así lo ha hecho (te la adjunto), de modo que el Juzgado le ha dado número de Procedimiento Ordinario 1812/2016 y ha decretado el archivo del Monitorio 1109/16. Ordinario 1812/2016 Contestada a 20 de enero Admiten a trámite nuestra contestación. En la primera vista de la Audiencia Previa, de 10 de julio de 2017, ha quedado cuestionada la representación y postulación de Ensepatec, por lo que el Juez ha dado 10 días para subsanar los poderes. Ha quedado fijada la Audiencia Previa para el 24 de julio de 2017. Con fecha 18/07/2017 nos notifican escrito de contrario aportando el poder. Hemos presentado un escrito de alegaciones manifestando que no se ha subsanado correctamente su defecto de representación procesal. En la Audiencia Previa del 24/07/2017 han sido admitidas todas las documentales y testificales solicitadas por las partes, además de la subsanación del poder presentado por Ensepatec. La vista ha quedado señalada para el 23 de abril de 2018 a las 9.30. |
| Viva Agua Service Spain, S.A. | Abener Energía / Teyma / Ute Helleoers | Monitorio | 13/09/2016 | Juzgado de 1a Instancia 22 de Sevilla | 404.59 | 404.59 € | AJ | No | Cerrado | |
| Tecnove Security, S.L. | Ute Abener Teyma Upington | Juicio Cambiario | 13/09/2016 | juzgado de 1a Instancia 14 de Sevilla | 14.795,8 | 14.795,80 € | Legalsur | No | Abierto | <p>Número de procedimiento 846/2016</p> <ul style="list-style-type: none"> 28.09.2016 Presentada oposición planteando declinatoria, nulidad. 18.10.2016 Recibida Dior de admisión a trámite de la declinatoria, con suspensión del procedimiento y dando plazo a la demandante para alegar. 24.10.2016 Se notifica la contestación de Tecnove oponiéndose a la declinatoria, nulidad y oposición planteadas por Ute. 28.10.2016 Se notifica Dior requiriendo la traducción al castellano de la prueba aportada por las partes. 11.11.2016 Se notifican las traducciones aportadas por Tecnove al procedimiento. 14.11.2016 Se presenta traducción privada de AJ de acuerdo a lo requerido por el Juzgado. 23.11.2016 Se notifica Dior que requiere a Tecnove que aporte todos los documentos de su demanda traducidos al castellano. 19.12.2016 Dior de tener por aportadas las traducciones completas y traslado a la Ute. 19.01.2017 Notificado Auto que desestima declinatoria y nulidad alegadas por Ute. 26.01.2017 Se presenta recurso de reposición contra desestimación de declinatoria. 02.02.2017 Se notifica Dior de requerimiento de depósito de 25€ por recurso de reposición. 15.02.2017 Se notifica escrito de oposición de Tecnove a recurso de Ute contra desestimación de declinatoria. 08.03.2017 Se notifica Auto de desestimación de recurso de reposición de Ute contra la desestimación de la declinatoria. 10.03.2017 Se notifica Decreto de archivo de juicio cambiario. 10.03.2017 Se notifica Dior de destino de depósito de rec. de reposición y el embargo de cuentas. 10.03.2017 Se transforma en juicio verbal 334/17 y se emplaza a Tecnove a impugnar la oposición de Ute. 14.03.2017 Se embarga de las cuentas de la Ute el importe de 14.795,80€. 16.03.2017 Senotifica Dior de tener por embargada la cantidad del cambiario. 16.03.2017 Se notifica escrito de impugnación de Tecnove a oposición de Ute. 17.03.2017 Se presenta recurso de reposición contra el embargo. 23.03.2017 Dior de admisión a trámite del rec de reposición y emplazamiento a actora para impugnarlo. |
| Tecnove Security, S.L. | Abener Energía / Teyma Gestión de Con | Ordinario | 13/09/2016 | juzgado de 1a Instancia 14 de Sevilla | 10,097.45 | 10,097.45 | Legalsur | No | Abierto | <p>Número de procedimiento 1251/2016</p> <ul style="list-style-type: none"> 13.10.2016 Presentado contestación a la demanda. 29.12.2016 Dior de admisión de contestación y emplazamiento para la Audiencia Previa. 16.01.2017 Dior de señalamiento de Audiencia Previa para el 28/03/2017 a las 11.00 h. 12.04.2017 Se aporta por Tecnove traducción del pedido. 19.04.2017 Se notifica Dior de emplazamiento a formular alegaciones a la traducción del pedido. 19.04.2017 Se notifica escrito de Tecnove en el que sustituye al letrado. 28.06.2017 Se recibe Sentencia a favor de Ute, con condena en costas de Tecnove. |
| Tecnove Security, S.L. | Abener Energía / Teyma Gestión de Con | Cambiario | 26/10/2016 | Juzgado de 1a Instancia 19 de Sevilla | 74,208.96 | 74,208.96 € | Legalsur | No | Abierto | <p>Número de procedimiento 826/2016</p> <ul style="list-style-type: none"> 11.11.2016 Presentada contestación instando declinatoria, nulidad y oposición. 30.11.2016 Dior de traslado de oposición a Tecnove para impugnación. 07.12.2016 Se presenta escrito solicitando rectificación al Juzgado por no respetarse el procedimiento ni tramitar con carácter preferente la declinatoria y nulidad propuesta por Ute. 09.12.2016 Se presentan las alegaciones de Tecnove a la oposición planteada por Ute instando declinatoria, nulidad y oposición. 15.12.2016 Se presenta escrito de Ute subsanado errata en nuestra contestación. 02.03.2017 Se notifica Auto que estima la cuestión de competencia por declinatoria formulada por Ute. 28.03.2017 Se presenta recurso de apelación de Tecnove contra la estimación de la declinatoria a favor de Ute. 12.04.2017 Se notifica Providencia que emplaza a Ute a presentar oposición al rec. de apelación de Tecnove. 26.04.2017 Se presenta por Ute escrito de oposición a la apelación formulada por Tecnove. 18.05.2017 Se notifica Dior que admite a trámite la oposición apelación y emplaza a personarse ante la Audiencia Provincial. 18.05.2017 Se notifica Cédula de emplazamiento ante la AP. 31.05.2017 Se persona la Ute ante la AP. 14.06.2017 Se notifica Dior de incoación de la apelación. |
| Tecnove Security, S.L. | Ute Abener Teyma Upington | Ordinario | 18/10/2016 | Juzgado de 1a Instancia 20 de Sevilla | 74,352.49 | 74,352.49 € | Legalsur | No | Abierto | <p>Número de procedimiento 1272/2016</p> <ul style="list-style-type: none"> 02.11.2016 Interpuesta declinatoria por excepción y sumisión a Arbitraje Internacional de conformidad con el contrato entre las partes. 09.11.2016 Notificada Dior de admisión de declinatoria instando a Tecnove a contestar en plazo de 5 días. 15.11.2016 Se presenta escrito de alegaciones de Tecnove a declinatoria interpuesta por UTE. 22.11.2016 Notificado Dior en el que el Juzgado requir informe del Fiscal para resolver sobre la declinatoria. 14.12.2016 Notificado Dior que traslada a Ute Informe del Fiscal favorable a la Declinatoria promovida por Ute. 14.06.2017 Auto estimatorio de la Declinatoria que impone las costas del incidente y las del juicio ordinario. |
| Riegos Lebrija, S.L. | Ute Marismas Construcción | Monitorio | 13/09/2016 | juzgado de 1a Instancia 16 de Sevilla | 192,684.02 | 192,684.02 € | Legalsur | No | Cerrado | |
| Trabajos y Servicios Eléctricos y de la Comunicación, S.L. (TYSEC) | Instalaciones Inabensa, S.A. | Cambiario | 03/10/2016 | Juzgado de Primera Instancia nº 10 de Sevilla | 5.872,72 euros de principal + 234,91 euros de costas + 71,40 € de intereses = 6.179,03 euros | 6,179.03 € | Por determinar (seguramente Legalsur) | No | Cerrado | |
| Generadores Europeos, S.A.L. | Instalaciones Inabensa, S.A. | Cambiario | 03/10/2016 | Juzgado de Primera Instancia nº 14 de Sevilla | 950,84 € de principal + 19,44 € de gastos de devolución + 17,35 € de intereses + 296,4 euros presupuestados para intereses y costas = 1.284,1 euros | 1,284.10 € | Por determinar (seguramente Legalsur) | No | Cerrado | |
| Vertical Gas, S.L. | Instalaciones Inabensa, S.A. | Cambiario | 03/10/2016 | Juzgado de Primera Instancia nº 19 de Sevilla | 8.571,73 € de principal + 31 € de intereses + 2.571,51 euros presupuestados para intereses y costas = 11.174,24 euros | 11,174.24 € | Por determinar (seguramente Legalsur) | No | Cerrado | |
| Ecco Freight Transport Services SL | Abencor Suministros, S.A. | Monitorio | 06/10/2016 | Juzgado de Primera Instancia nº10 de Madrid | 1,532.01 | 1,532.01 € | x | No | Cerrado | |
| Electromechanical Integral Service RS SL | Abencor Suministros, S.A. | Cambiario | | Juzgado de Primera Instancia nº9 de Sevilla | 75.502,80€ de principal, más 22.000€ de intereses y costas. | 97,502.80 € | Legalsur | No | Abierto | <p>Cambiario 375/16 -JPI nº 9)-</p> <p>Trabados los siguientes embargos:</p> <ol style="list-style-type: none"> Embargo del saldo en cuenta bancaria de Abencor por importe de 75.502,80 € más 22.000 € (97.502,80 €), que se ha hecho efectivo sin aviso. Embargo del crédito de Abencor frente a Abeinsa por importe de 75.502,80 € más 22.000 € que se ha decretado y nos han notificado. Embargo del crédito de Abencor frente a Inabensa por importe de 75.502,80 € más 22.000 € que se ha decretado y nos han notificado. <p>Presentado escrito de oposición al cambiario.</p> <p>Emittedo oficio de alzamiento de embargos</p> <p>Desestimada solicitud de nulidad, continúan con el trámite de la oposición. Admiten a tramite la impugnación por Elinser de nuestra oposición cambiaria y abren la pieza separada. Y dictan Decreto iniciando la pieza separada, admitiendo a tramite la oposición y emplazando para la vista el 8 de marzo de 2017 a las 11.30 horas.</p> <p>Homologado judicialmente el acuerdo transaccional. Emitido mandamiento de devolución para el reembolso de 18.730 €. Recibido el ingreso en la cuenta bancaria.</p> |
| Electromechanical Integral Service RS SL | Abencor Suministros, S.A. | Cambiario | 28/11/2016 | Juzgado de Primera Instancia nº12 de Sevilla | 118.768€ de principal, más 35.630,40€ de intereses. | 154,398.40 € | Legalsur | No | Abierto | <p>Cambiario 755/16</p> <ul style="list-style-type: none"> Embargo del crédito de Abencor frente a Abeinsa por importe de 118.768€ de principal, más 35.630,40€ de intereses. Embargo del saldo en cuenta bancaria de Abencor por importe de 154.398,4€. Presentada nulidad y subsidiariamente oposición al cambiario. Conseguido el levantamiento de los embargos de créditos, junto a la admisión a tramite de la solicitud de nulidad y emplazamiento para alegaciones. Presentado escrito de oposición a nuestra solicitud de nulidad y emitida diligencia por la que quedan los autos para resolver el Juez sobre dicha nulidad. Desestimada la nulidad, se ha emplazado a la contra parte para la oposición al cambiario. Homologado judicialmente acuerdo transaccional. Emitido mandamiento de devolución para el reembolso de 10.062,84 €. Recibido el ingreso en la cuenta bancaria. |
| Progen Ingeniería | Instalaciones Inabensa, S.A. | Monitorio | 26/10/2016 | Juzgado de Primera Instancia nº5 de Sevilla | 31.311,90€ de principal más intereses y costas | 31,311.90 € | Por determinar | No | Abierto | <ul style="list-style-type: none"> Estos pagares creemos que estan cedidos a Gedecco, por eso no ponen un cambiario y dicen que no quieren entregar los originales, lo estamos comprobando con Compras. Admitida nuestra oposición y pasan el pleto al un ordinario. Contestada la demanda. A la espera de nueva notificación. celebrada Audiencia previa. Ha quedado vista para sentencia. declaran firme sentencia condenatoria recaída. Pueden instar ejecución en cualquier momento. Reibida tasación de costas el 215/10/2018 por importe de 2.722.565 euros. La demanda realmente es del Banco con nuestro proveedor Expor Spain Meserir por insolvencia del pagador. Admitida nuestra oposición y pasan el pleto al un ordinario, a la espera de recibir demanda. No se presentó oposición. A la espera de ejecución. en este asunto nos ejecutaron los 30.542,95 €, por lo que solo quedaría la tasación de costas y posterior liquidación |
| Cajamar | Instalaciones Inabensa, S.A. y Export Sp | Monitorio | 26/10/2016 | Juzgado de Primera Instancia nº 10 de Murcia | 375.501,62€ más intereses y costas | 375,501.62 € | Por determinar | No | Abierto | |
| Roo Montajes Eléctricos, S.L. | Instalaciones Inabensa, S.A. | Cambiario | 26/10/2016 | Juzgado de Primera Instancia nº 16 de Sevilla | 30.642,95€ de los cuales 22.623,61€ es de principal y 8.019,34€ de intereses y costas. | 30,642.95 € | Por determinar | No | Abierto | |

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| Gedeco Services Spain, S.A.U. | Instalaciones Inabensa, S.A. | Cambiarlo 1164/2016 | 26/10/2016 | Juzgado de Primera Instancia nº13 de Sevilla | 158.877,29 euros de principal + 47.663 euros presupuestados por intereses, gastos y costas | 206,540.29 € | Legalsur | No | Abierto | * Son pagará de varios proveedores no a la orden, cedidos a Gedeco. Han embargado varias cuentas (saldo embargado hoy en día: 126.762 euros). Aparte, se solicita el embargo de los saldos a devolverse de AEAT, los créditos que tengamos con un par de clientes, más el 45% de un finca en La Nucia (de todo esto, pendiente de confirmar porque no se acompaña en la notificación de la demanda el Auto con los embargos acordados y se van a solicitar al Juzgado). Sentencia condenatoria. Se ha abonado el principal. Queda pendiente el abono de costas. |
| Procuradora Ana Marco Urquijo | Instalaciones Inabensa, S.A. | Jura de Cuentas | 26/10/2016 | Juzgado Contencioso Administrativo nº3 de Pamplona | 1.030,18 euros de principal más 309 euros que se calculan de costas adicionales | 1,339.18 € | Legalsur en su caso | No | Cerrado | |
| Electricidad Santiago Martín, S.L. | Abengoa Bioenergía Inversores, S.A. | Monitorio | 18/10/2016 | Juzgado de Primera Instancia Nº24 de Sevilla | 19,552.22 | 19,552.22 € | LegalSur Abogados | No | Abierto | Tenemos 20 días para pagar o para contestar. Se propone internamente que sea efectuado el ingreso íntegro con anterioridad para evitar la segura condena en costas y demás gastos, dados los antecedentes y alegaciones del monitorio anterior, la realidad del proyecto y la falta de argumentos de defensa tras utilizarlos en el anterior procedimiento (Fila 91) En preparación contestación a la demanda por ABNT/ABISA para el 02/10/2017 Presentada contestación a la demanda según lo previsto. 13/10/2017 Admitida contestación a la demanda, emplazando para la audiencia previa el 10/10/2018. En consecuencia hay plazo para proponer un acuerdo ABNT/ABISA y cerrarlo en base al beneficio de la venta del proyecto de Butanol (donde se produjeron estas contrataciones sobre las que ha habido incidencias en facturaciones) a ABNT. 10/10/2018 Antes de la celebración de la audiencia previa el letrado habló con el letrado contrario y detectó que no verían mal llegar a un acuerdo si fuera posible, así que asintió a la posibilidad (sin compromiso alguno) y le propuso solicitar suspensión para intentarlo, así que lo transmitieron en la audiencia al juez y lo ha acordado por un mes. * A la salida ha hablado con su cliente y éste le ha comentado sobre una maquinaria que está en la planta de Babilaente y podría servir para cerrar un acuerdo. El letrado nos lo transmitirá y le dirá el nombre de la persona con la que pudiera hablar. Pendiente de confirmar por dirección Innovación. * Indicar que la suspensión (aún sin acuerdo) implicar prolongar el proceso, y el Juzgado debe volver a señalar la audiencia. Debe aplicarse mismo criterio que en asunto Amtech en cuanto a ABISA (el beneficio de Butanol va a ABNT, independientemente de la confusión de facturación que ha involucrado a ABISA). Pendiente de actuación en función actuaciones de ABNT con respecto a equipos en planta BCYL (que pudieran interesar al proveedor pero debe de contactarse con responsables de Vertex para poder acceder a las instalaciones y a los equipos que pudieran mantenerse aún en la misma y no hubiera recogido en el plazo dado por ésta última, por ejemplo transformadores instalados por proveedor y no utilizados ni puestas en marcha) o venta paquete butanol. Descartada posibilidad, se ha propuesto ofrecerles algún equipo localizado en el laboratorio de Sevilla por si fuera de su interés. |
| Sistemas Genómicos, S.L. | Abengoa Bioenergía Inversores, S.A. | Monitorio | 25/10/2016 | Juzgado de Primera Instancia Nº20 de Sevilla | 1,064.80 | 1,064.80 € | n/a | No | Cerrado | |
| Gandulfo Impresores, S.L. | Abensia Business Development | Ordinario | 18/10/2016 | Juzgado de 1a Instancia 16 de Sevilla | 22.881.10 | 22.881.10 € | AJ | No | Cerrado | |
| Procurador Luis Pablo Lopez-Abadia Rodrigo | Abelma | Cuenta de Procurador | 26/10/2016 | Juzgado de 1a Instancia 1 de Barakaldo | 2,049.18 | 2,049.18 € | AJ | No | Cerrado | |
| Virgosa, S.L. | Abelma | Arbitraje | 13/09/2016 | Cámara de Comercio de Sevilla | 20,633.21 | 20,633.21 € | Legalsur | No | Abierto | Número de procedimiento 07/2016 13.10.2016 Citación para comparencia el 21/10. 18.10.2016 Presentado escrito ante la Cámara de Comercio en el que se pone de relieve que carece de competencia por serlo un arbitraje ad hoc y se solicita el archivo del expediente. 13.12.2016 Recibida notificación de la Cámara de fijación de corte de arbitraje y requerimiento de provisión de fondos. 15.12.2016 Se presenta escrito a la Cámara destacando su falta de competencia y rechazo de la misma. 16.12.2016 Se notifica diligencia de traslado de escrito de Abelma a Virgosa. 10.01.2017 Se notifica requerimiento de pago de arbitraje. |
| Riojana de Asfaltos, S.A. | Abelma | Arbitraje de derecho | 21/10/2016 | Sala de lo Civil y Penal del Tribunal Superior de Justicia de Andalucía | 17,580.16 | 17,580.16 € | Legalsur | No | Abierto | Número de procedimiento 33/2016 * 07.11.2016 Se presenta nuestra personación y contestación a la demanda. * 09.11.2016 Se notifica Dlor de admisión de nuestra personación ante el TSJA. * 02.12.2016 Se notifica sentencia que designa árbitro propuesto por Abelma y que se proceda a sorteo del árbitro de Riojana. * 07.12.2016 Se notifica Dlor que señala el sorteo de árbitro de Riojana para el 15/12 a las 10,00h. * 15.12.2016 Se celebra el sorteo de árbitro resultando recasar el Rosa Ma Diez Castro. * 09.02.2017 Se notifica diligencia en la que la letrada designada acepta su nombramiento. |
| Mantenimientos Garal, S.L. | Instalaciones Inabensa, S.A. | Monitorio | 09/11/2016 | Juzgado de Primera Instancia nº 18 de Sevilla | 6,678,26€ más intereses y costas | 6,678.26 € | Por determinar | No | Cerrado | * Empresa de alquiler de vehículos (renting) que nos reclama: |
| Leaseplan Servicios, S.A. | Instalaciones Inabensa, S.A. | Ordinario 1438/2016/ Preza separada medidas cautelares: 1438.01/2016 | 09/11/2016 | Juzgado de Primera Instancia nº5 de Sevilla | 58,263,95 euros + intereses + costas | 58,263.95 € | Legalsur | No | Abierto | a) Deuda total: 310.727,26 €, de los cuales, 252.463,31 € corresponden a pagarés impagados por los que han presentado cambiario (aún no notificado) y 58.263,95 € corresponden a facturas impagadas, objeto y cuantía de este procedimiento. b) Aparte, interesan que se acuerde también el pago de 68.388,77 € de facturas no vencidas aún, a medida que vayan venciendo. c) Se condene a devolver 15 vehículos que dicen que siguen en nuestro poder, pese a habernos requerido su devolución (Estamos comprobando este extremo, porque no nos consta) d) Abonar en concepto de daños y perjuicios, el importe de las rentas mensuales de alquiler dejadas de percibir por la actora desde que se requirió la devolución (5/6/16) hasta que los recupere e) Se solicitan medidas cautelares consistentes en el depósito en poder de la actora de los 15 vehículos y se convoca a vista para el 15 de diciembre de 2016 * Recibida sentencia. A la espera de firmeza para pagar (en septiembre). Abonado principal e intereses. |
| Ecco Freight Transport Services SL | Abencor Suministros, S.A. | Cambiarlo | 17/11/2016 | Juzgado de Primera Instancia nº84 de Madrid. | 168.484,79€ de principal, más 50.542€ de intereses y costas. | 219,026.78 € | Legalsur | No | Abierto | Cambiarlo 743/16 * embargo del saldo en cuenta bancaria de Abencor por importe de 165.946,45 euros. * Ha quedado presentada nulidad y oposición al cambiario. * El Juzgado ha dictado Diligencia en la que, diciendo que ninguna de las partes solicitó la celebración de vista, dejan los autos para que resuelva. Esta afirmación es incorrecta porque en nuestro escrito de oposición cambiario sí solicitamos la celebración de vista en el Suplico, por lo que hemos presentado escrito de rectificación y, subsidiario, recurso de reposición. * Alcanzadas las bases para la firma de un acuerdo transaccional. Estamos en proceso de redacción del acuerdo a homologar ante el Juez. * firmado acuerdo transaccional y pendiente de homologación judicial. * Admitido el allanamiento parcial formulado por Abencor, acordándose la entrega de la cantidad y quedando pendiente de resolver intereses y costas. Emitido el decreto de suspensión del procedimiento por petición de las partes. Acuerdo incumplido. * Eccofright ha presentado escrito ante el Juzgado solicitando la reanudación del procedimiento por intereses y costas. |
| Procurador Luis Pablo Lopez-Abadia Rodrigo | Abelma | Cuenta de Procurador | 15/11/2016 | Juzgado de 1a Instancia 4 de Barakaldo | 30.60 | 30.60 € | AJ | No | Cerrado | |
| Procurador Luis Pablo Lopez-Abadia Rodrigo | Abelma | Cuenta de Procurador | 15/11/2016 | Juzgado de 1a Instancia 4 de Barakaldo | 22.73 | 22.73 € | AJ | No | Cerrado | |
| Procurador Luis Pablo Lopez-Abadia Rodrigo | Abelma | Cuenta de Procurador | 28/11/2016 | Juzgado de 1a Instancia 9 de Barakaldo | 22.73 | 22.73 € | AJ | No | Cerrado | |
| SVQ Integral, S.L.U. | Abener Energía / Teyma / Ute Heloenerg | Ejecución TR 1479/2018 (Juicio Cambiarlo 1820/2017) | n/a | n/a | 49.907,29 +16.329,06 | 70,759.26 € | AJ | No | Abierto | Procedimiento 1343/2016 * 03.10.2016 Se negocia y firma un nuevo acuerdo de novación con el proveedor tras comunicar la presentación de demanda de juicio cambiario, aún no notificada a UTE por el Juzgado, en el que se recoge el desistimiento producido el primer pago. * 02.11.2016 Se paga al proveedor el primer pago. * 22.11.2016 Se presenta por SVQ Integral escrito comunicando acuerdo extrajudicial de transacción solicitando el archivo del procedimiento. Cerrado Hitos de pago acuerdo de novación: Quita del 20% 31/10/2016 40% Pagado 31/03/2017 10% 30/06/2017 10% 30/09/2017 10% 31/12/2017 10% Próximo hito: 30/06/2017 10% * presentada contestación al cambiario (RM) * Señalada vista para el 28 de junio. * Celebrada vista el 28/6/2017. Única opción es que se estime por el juez que no quedó acreditado qué pagarés ni facturas estaban abonados y cuales impagos. * Dictada sentencia condenatoria al pago de 49.907,29 euros más gastos y costas. El plazo para apelación vence el 11/9. No vemos opción para esto. El embargo preventivo se decretó en enero 2018. * 23/10/2018 se notifica despacho de ejecución general * 15/11/2018 DIOR ordenando averiguación patrimonial y reiteración de embargos * 16/11/2018 contraparte presenta solicitud de embargo en cuanta de Banco Santander así como solicit se proceda al embargo de derechos de créditos que esta la ejecutada tuviera contra Abengoa, Acciona, ACS, Gamesa, Iberdrola, Naturgy y Urbaser. * El 22/11/2018 se recibe notificación decreto de mejora otorgando lo solicitado por la parte el 16/11 (ver anterior) * El 27/11 se notifica decreto de mejora de embargos sobre los créditos que las ejecutadas tenían sobre |
| Dña. Inmaculada Montaldo López | Abengoa Bioenergía Nuevas Tecnologías | Monitorio | 14/11/2016 | Juzgado de Primera Instancia Nº4 de Sevilla | 593.60 | 593.60 € | n/a | No | Cerrado | |
| Oca Inspección y Control y Prevención SA | Instalaciones Inabensa, S.A. | Monitorio | 02/12/2016 | Juzgado de Primera Instancia nº2 de Sevilla | 80,946.01 | 80,946.01 € | LegalSur | No | Abierto | * 02/12/2016 Nos oponemos puesto que no estamos de acuerdo con la deuda reclamada. * Contestada demanda. Señalada audiencia previa. Recibida sentencia condenatoria (sin costas). Inabensa ha apelado la sentencia por entender que existen motivos de fondo. El 06/11/2018 se ha recibido sentencia desestimando nuestra apelación. |
| Soluciones Integrales de Andalucía, SL | Instalaciones Inabensa, S.A. | Monitorio notarial (acta de reclamación de deudas dinerarias no contradichas) | 02/12/2016 | n/a | 524,329.38 | 524,329.38 € | LegalSur | No | Abierto | * 02/12/2016 Se ha incumplido el acuerdo de pagos firmado en mayo de 2016. * Firmado acuerdo de pagos. Se elevó a público. * 02/12/2016 Empresa de alquiler de vehículos (renting) que nos reclama un pagaré de 70.021,17 euros de principal más intereses y costas. Aunque se solicita embargo preventivo, no se acuerda en el Auto de incoación del procedimiento. * Presentada oposición. Sin novedades desde febrero de 2017. |
| Leaseplan Servicios, S.A. | Instalaciones Inabensa, S.A. | Cambiarlo 1487/2016 | 02/12/2016 | Juzgado de Primera Instancia nº3 de Sevilla | 70.021,17 euros + 1.362,06 euros de intereses devengados + 21.006,35 euros presupuestados por intereses y costas (total, 92.389,58 euros) | 92,389.58 € | LegalSur | No | Abierto | |
| Ancartel Instalaciones, S.L. | Instalaciones Inabensa, S.A. | Conciliación 1751/2016 | 02/12/2016 | Juzgado de Primera Instancia nº20 de Sevilla | 189.985,10 €, correspondientes a 3 pagarés: 106.774,03 € - gastos financieros: 7.082,71 € - 1 factura: 76.128,36 € iva incluido | 189,985.10 € | n/a | No | Cerrado | |

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|---|--|--|------------|---|--|----------------------|--|----|---------|---|
| Bernardino Abad, S.L. | Abencor Suministros, S.A. | Cambiarlo | 28/11/2016 | Juzgado de Primera Instancia nº4 de Sevilla. | 75.761.386 de principal, más 22.728.41€ de intereses y costas. | 98.489.79 € | Legalsur | No | Abierto | <p>Procedimiento 970/2016</p> <ul style="list-style-type: none"> Presentada declinatoria, nulidad y oposición. Admiten a trámite la declinatoria en el Cambiario de Bernardino Abad, con suspensión de la oposición cambiaria, y les emplazan por 5 días para alegaciones. Nos dan traslado de las alegaciones de contrario frente a la declinatoria que interpusimos Dan traslado al juez para resolver sobre la declinatoria. Embargos 98.489.79€ de la cc. Solicitada la nulidad del embargo por considerarse suspendido el procedimiento en base al art. 64.1 LEC que declara la suspensión del procedimiento en caso de admisión a trámite de la declinatoria hasta su resolución. Desestimada la declinatoria planteada, declarándose la competencia del JPI para conocer del cambiario promovido. El Juez indica que el acreedor ha optado por ejercitar la acción cambiaria y, en este sentido, la cambiaria es una materia que la Ley no atribuye al Juzgado mercantil y no siendo una de las cuestiones comprendidas entre sus competencias corresponde conocer al JPI. Desestimada nulidad. Admiten a trámite la oposición cambiaria Nos dan traslado de la impugnación de la parte contraria a nuestra oposición cambiaria. A la espera de recibir citación para la celebración de la vista. Retenidos 2.524.41 euros de la cuenta de Liberbank, afectando a una previa pignoración de dicho saldo por un tercero. Se ha presentado un escrito ante el Juzgado solicitando el levantamiento de todos los embargos, dado que ya está consignada la cantidad total objeto del embargo acordado. Presentado escrito de desestimación a la oposición en el cambiario, para evitar que tenga lugar la vista del 10/01/2017 y así reducir las costas. Admitido nuestro desistimiento de la oposición cambiaria, con costas, y entregan el principal embargado |
| Ingeniería Proyectos y Consulting Lanza S.L. | Abener Energia | Cambiarlo | 28/11/2016 | Juzgado de 1a Instancia 13 de Sevilla | 352.888.33 | 352.888.33 € | Legalsur | No | Abierto | <p>Procedimiento 1478/2016</p> <ul style="list-style-type: none"> 14.12.2016 Presentado escrito de oposición de Abener instando declinatoria, nulidad y oposición. 03.01.2017 Se notifica Dior que suspende el procedimiento por la declinatoria y emplaza a Lanza a formular alegaciones. 08.03.2017 Se notifican alegaciones de Lanza frente a declinatoria. 08.03.2017 Se notifica Dior de tener por formuladas las alegaciones y pendiente de resolver. 08.03.2017 Se notifica Auto que desestima la declinatoria. 31.03.2017 Se notifica Autoque desestima la nulidad. 04.04.2017 Se notifica escrito de Lanza de solicitud de aclaración y complemento de Auto para imponer costas a Abener. 05.04.2017 Se presenta escrito de alegaciones de Abener aduciendo la invariabilidad de las resoluciones y que no cabe modificación. 08.05.2017 Se notifica Auto de aclaración que confirma el Auto y rechaza la inclusión de las costas a cargo de Abener. 14.06.2017 Se notifica Dior de traslado de oposición cambiaria de Abener a Lanza para su posible impugnación. 16.06.2017 Se notifica escrito de impugnación de Lanza a la oposición cambiaria de Abener. 10.07.2017 Se notifica escrito de Lanza en el que solicita reterner los embargos. 11.07.2017 Se presenta escrito de alegaciones a la solicitud de Lanza. 05.09.2017 Se notifica Dior que comunica resultado de últimos embargos: Popular (108,68€) y Santander (482,81€). Desestima oposición y manda despachar ejecución para el cobro de 267.975,79 euros más intereses más costas. Sentencia condenatoria en marzo 2018. En mayo se requirió manifestación de bienes y derechos suficientes con apercibimiento de imposición de multas y averiguación de bienes del ejecutado a través del Punto Neutro Judicial. 17-12-2018 solicitan se reterner ambos requerimientos así como se libre oficio a la Agencia Estatal de la Administración Tributaria a fin de solicitar el Libro registro de facturas emitidas por Abener enviado a la Agencia Tributaria a través del Suministro Inmediato de Información. |
| Procurador Luis Pablo Lopez-Abadia Rodrigo | Abelma | Cuenta de Procurador | 28/11/2016 | Juzgado de 1a Instancia 4 de Barakaldo | 1.672.80 | 1.672.80 € | AJ | No | Cerrado | |
| Siderúrgica de Tubo Soldado Tubular Group, S.A. | Ute Retortillo / Codesa / Befesa Construc | Ordinario | 28/11/2016 | Juzgado de 1a Instancia 16 de Sevilla | 116757.00 | 116.757.00 € | AJ | No | Abierto | <p>Procedimiento 1476/2016</p> <ul style="list-style-type: none"> En estudio 29.12.2016 Se presenta escrito de contestación a la demanda. 17.01.2017 Se notifica Dior de admisión a trámite y señalamiento de AP para el 16-05-17 a las 10,30h. 19.05.2017 Se notifica Dior de señalamiento de vista del juicio para el 31-10-2017 a las 10,30h, admitiendo testificales de ALB, CAM y los representantes legales de Ute y Boru. 08.11.2017 Se notifica Auto de homologación de acuerdo transaccional. |
| Compañía Española de Seguros y Reaseguros de Crédito y Caución, (compañía íntegramente transmitida a tercero el 01/02/2017) | Bioetanol Galicia, S.A. | Ordinario | 14/11/2016 | Juzgado de Primera Instancia e Instrucción Nº3 de Betanzos (A Coruña) | Cuánta indeterminada | Cuánta indeterminada | Cortes Abogados | No | Cerrado | |
| Matelec, S.A. | Eco carburantes Españoles, S.A. | Monitorio | 01/12/2016 | Juzgado de Primera Instancia Nº3 de Cartagena | 2.574.28 | 2.574.28 € | n/a | No | Cerrado | |
| Mecáux Servis, SA | Instalaciones Inabensa, S.A. | Verbal | 13/01/2017 | Juzgado de Primera Instancia nº26 de Madrid | 4.534.90 | 4.534.90 € | Legalsur | No | Cerrado | |
| Compañía Española de Seguros y Reaseguros de Crédito y Caución, (compañía íntegramente transmitida a tercero el 01/02/2017) | Ecoagricola, S.A. | Ordinario | 18/01/2017 | Juzgado de Primera Instancia Nº5 de Cartagena (Murcia) | Cuánta indeterminada | Cuánta indeterminada | Cortes Abogados | No | Abierto | <p>Procedimiento ordinario en relación a Standstill contra EA (Cartagena) y Bankia (a diferencia dos casos anteriores de BG y BCL que era con Cajamar) por Crédito y Caución en relación a contrato de reverse factoring con el proveedor de grano Antonio González Mendoza, S.A., solicitando su declaración como crédito comercial y no financiero. A presentar Declinatoria por Cortes en los mismos términos casos previos con mismo objeto (pendiente recibir confirmación y documentación). Interpuesta declinatoria, alegando la competencia de los juzgados de lo mercantil, y particularmente los de Sevilla. La interposición de la declinatoria suspende el plazo para contestar la demanda hasta que se resuelva sobre la competencia de uno u otro tribunal. Aportado Auto de 29.11.16 estimando declinatoria BCL. El 17 de mayo de 2017 fue notificado el escrito de oposición a la declinatoria presentado por CVC. Antes de que el Juzgado resolviera, deberá informar el Ministerio Fiscal.</p> |
| Turbacero, SL | Instalaciones Inabensa, S.A. | Cambiarlo | 16/01/2017 | Juzgado de Primera Instancia nº19 de Sevilla | 4.090.22 euros + intereses de demora | 4.090.22 € | Legalsur | No | Cerrado | |
| Ancartel Instalaciones, S.L. | Instalaciones Inabensa, S.A. | Monitorio 1772/2016 | 16/01/2017 | Juzgado de Primera Instancia nº2 de Sevilla | 98.987.26 €, correspondientes a 5 facturas | 98.987.26 € | Pendiente de decidir si Legalsur, o si vamos a negociarlo desde AJ | No | Cerrado | |
| AES Ingenieros de Aplicaciones, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo 1667/2016 | 16/01/2017 | Juzgado de Primera Instancia nº3 de Sevilla | 3.491.15 €, correspondientes a 2 pagarés 2.719.15 € y 772 € presupuestados para intereses y costas. | 3.491.15 € | No vamos a oponernos | No | Cerrado | |
| Procurador Luis Pablo Lopez-Abadia Rodrigo | Abelma | Cuenta de Procurador | 16/01/2017 | Juzgado de 1a Instancia 1 de Barakaldo | 818.31 | 818.31 € | AJ | No | Cerrado | |
| Procurador Luis Pablo Lopez-Abadia Rodrigo | Abelma | Cuenta de Procurador | 16/01/2017 | Juzgado de 1a Instancia 9 de Barakaldo | 2.091.00 | 2.091.00 € | AJ | No | Cerrado | |
| Kappa Vigilancia y Protección, S.L. | Abelma | Ordinario 469/2017 (proviene de Monitorio 1796/2016) | 16/01/2016 | Juzgado de 1a Instancia 24 de Sevilla | 20.386.08 | 20.386.08 € | Legalsur | No | Cerrado | |
| Ecco Freight Transport Services SL | Abencor Suministros, S.A. | Cambiarlo | 18/01/2017 | Juzgado de Primera Instancia nº40 de Madrid. | 167.990,04 euros de principal y 50.937 euros de intereses | 218.927,04 € | Legalsur | No | Abierto | <p>Procedimiento 741/16</p> <ul style="list-style-type: none"> Presentado el escrito de declinatoria, solicitud de nulidad y oposición. Se adjunta el documento. Alcanzadas las bases para la firma de un acuerdo transaccional. Estamos en proceso de redacción del acuerdo a homologar ante el Juez. Admiten a trámite la declinatoria, con suspensión del procedimiento. Firmado acuerdo transaccional y pendiente de homologación judicial. El Juzgado ha solicitado aclaraciones al acuerdo transaccional y hemos presentado un escrito firmado por ambas partes dando respuesta y explicando el fondo y los detalles del acuerdo transaccional. Nos notifican la homologación del acuerdo transaccional en el Cambiario de Ecofreight. Pago no atendido, por lo que esperamos la ejecución del título judicial por el proveedor más la reclamación de los intereses y costas, tanto de este cambiario como del 743/2016. Recibida demanda de ejecución de título judicial (221/2017), y el auto despachando su ejecución, en reclamación de 167.990,07 euros de principal, más 6.013,20 euros de intereses calculados según términos del acuerdo y 52.200 euros provisionales como intereses y costas. Así mismo, se ha emitido decreto acordando: i) el embargo de las cantidades pendientes de ejecución por la Agencia Tributaria y ii) el embargo de los saldos en cuenta corriente. Embargados 4000 euros aprox de la cc de Cajamar, en virtud de la orden de embargo contra Abencor por 226.203,24 euros. Nos notifican la tasación de costas que asciende a 16.713,93 euros. El 01/02/18 nos notifican Decreto aprobando la tasación de costas practicada. El 05/04/2018 nos notifican requerimiento para que el representante legal de la compañía comparezca el 20/04/2018 en el Juzgado para la designación de bienes. Se ha contestado antes de la fecha de la citación, indicándose que no se ha podido proceder con la designación de bienes mencionada, pues el 28/03/2018 se ha presentado por parte de Abencor escrito de solicitud de concurso voluntario, encontrándose a la espera de ser admitido a trámite. El 25/05/2018 se emite Decreto en virtud del cual, habiéndose declarado en Concurso el ejecutado, se procede a la suspensión de la ejecución en el estado en que se halla. |
| Audiotec Ingeniería Acústica, S.A. | Biocarburantes de Castilla y León, S.A. (compañía íntegramente transmitida a tercero el 01/02/2017) | Monitorio | 25/01/2017 | Juzgado de Primera Instancia Nº2 de Salamanca | 3558.85 | 3.558.85 € | n/a | No | Cerrado | |
| Stone Crushers Ltd. | Instalaciones Inabensa, S.A. (Kenya) | Reclamación de cantidad. Requerimiento para personarnos. | 23/01/2017 | Juzgado de Kikamega. Autos 442/2016 | 3.892.201,40 KES (34.952 €) + intereses+ costas | 34.952.00 € | Kaplan & Straton | No | Abierto | <ul style="list-style-type: none"> Por la documentación adjunta a la demanda, la deuda está reconocida en varios emails, por lo que es probable que haya condena en dicha cantidad. Valoraremos la opción de negociar forma de pago. El 18/07/2017 nos darán fecha de vista. Asistimos a la vista el 31/7/18 y decimos a la Corte que seguimos negociando y se señala nueva vista el 30/10/18 para ver status de las negociaciones. |
| Eldo Electroaplicaciones, S.A. | Instalaciones Inabensa, S.A. | Procedimiento Ordinario y Pleza separada Medida Cautelar | 08/02/2017 | Juzgado de 1ª Instancia nº 84 de Madrid. Autos 87/2017 | 480.276,63 euros + intereses+ costas | 480.276.63 € | Por determinar | No | Cerrado | |
| Kapsch Trafficom Transportation, SAU | Simosa, S.A. | monitorio | 15/02/2017 | Juzgado de Primera instancia nº 13 de Sevilla | 5.126.35 | 5.126.35 € | Por determinar | No | Cerrado | |
| Andas SLU | Simosa, S.A. | monitorio | 15/02/2017 | Juzgado de Primera instancia nº 10 de Sevilla | 230.361.52 | 230.361.52 € | Por determinar | No | Abierto | <ul style="list-style-type: none"> Presentada contestación a la demanda de juicio ordinario el 02/10/2017. admiten a trámite nuestra contestación a la demanda. Señalan Audiencia Previa para el 28/05/2018. presentado allanamiento por Simosa. |
| Gevinsa, S.A. | Instalaciones Inabensa, S.A. | Monitorio | 13/02/2017 | Juzgado de 1ª instancia nº 11 de Sevilla | 774.40€ de principal y 74.09€ intereses | 848.49 € | Por determinar | No | Cerrado | |
| Sinelec, SL | Instalaciones Inabensa, S.A. | Cambiarlo | 13/02/2017 | Juzgado de 1ª instancia nº 18 de Sevilla | 38109,06€ de principal y 11.432,72€ de intereses | 49.541.78 € | Por determinar | No | Abierto | <ul style="list-style-type: none"> Los créditos que reclaman están cedidos a crédito y caución con los que estamos llegando un acuerdo con ellos, desde el corporativo se han puesto en contacto con crédito y caución para que lo advierta al proveedor. Acuerdo extrajudicial firmado el 19/04/2017: se resuelve una deuda de 125.137,50 EUR, a pagar según un calendario de pagos hasta 2020. Presentada solicitud de terminación del proceso judicial. |
| Asemas Mutua de Seguros y Reaseguros a prima fija | Instalaciones Inabensa, S.A. y Construcciones y obras Pagozelay, SL como miembros de la UTE Inabensa-Pagozelay | Ordinario | 13/02/2017 | Juzgado de 1ª instancia nº 2 de Pamplona | 37.397,81€ de principal | 37.397,81 € | Galiano y Bñanes | No | Cerrado | |
| Nuevo Sistema Modular, S.L. | Instalaciones Inabensa, S.A. | Juicio Monitorio 139/2017 Negociado 1S | 02/03/2017 | Juzgado de Primera Instancia nº1 de Sevilla | 174,240 | 174.240,00 € | Pendiente de ver si podemos oponernos. | No | Abierto | <ul style="list-style-type: none"> En estudio. Demanda consecuencia del impago de acuerdo de novación de deuda. Acuerdo extrajudicial firmado el 06/04/2017: se resuelve una deuda de 174.240,00 EUR, quita del 10% y tres pagos en 2017. Emitido pago de Abril 17. Acuerdo homologado judicialmente. |

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|---|--|---|------------|---|--|--------------|--|----|---------|--|
| Campbell Scientific Spain, S.L. | Instalaciones Inabensa, S.A. | Procedimiento de Juicio Cambiario 1887/2016 | 02/03/2017 | Juzgado de 1ª instancia nº 27 de Sevilla | 53.155,34 euros en concepto de principal + 15.000 euros de intereses, gastos y costas. Total: 68.155,34 euros | 68.155,34 € | Por determinar | No | Abierto | Desglose de la demanda: • Pagará nº PA 1.851.578-4 de 9/10/15, por importe de 50.865,92 € en pago de Factura ICSS00000491 de 4 de agosto de 2015. • Gastos de devolución y correos: 2.289,42 € • 15.000 presupuestados por intereses, gastos y costas. • Total: 68.155,34 euros. • Nota: El Juzgado se equivoca porque en el Auto suma 2 veces los 15.000 euros. Se ha acordado el embargo preventivo de: • Cuenta de Bankinter: ES27-0128-9471-8101-0149-9104 • Créditos por compensación/devolución de Hacienda y Seguridad Social • Acuerdo extrajudicial firmado el 12/04/2017: se resuelve una deuda de 58.064,24 EUR, a pagar en tres hitos a lo largo del 2017. Emittedo pago de Abril/17. |
| Fco Sarría S.L. | Instalaciones Inabensa, S.A. | Juicio Cambiario 1871/2016 | 02/03/2017 | Juzgado de Primera Instancia nº18 de Sevilla | 70.622,19 de principal y 21.186,65€ de intereses | 91.808,84 € | Pendiente de ver si podemos oponernos | No | Abierto | • En estudio. Demanda consecuencia del impago de acuerdo de novación de deuda. • Acuerdo extrajudicial firmado el 16/03/2017: se resuelve una deuda de 83.579,78 EUR y tres pagos. Emittedo pago de Marzo/2017. |
| Randstad Consultores y Soluciones de Recursos Humanos, S.L. | Abensa EPC | Monitorio | 15/02/2017 | Juzgado de 1a Instancia 20 de Sevilla | 19.438,85 | 19.438,85 € | Legalsur | No | Cerrado | |
| Eulabor Suministro de Material de Laboratorio S.L. | Abensa EPC / UTE Uppington | Monitorio 29/2017 - Ordinario 808/2017 | 23/02/2017 | Juzgado de 1a Instancia 1 de Sevilla | 51.247,32 | 51.247,32 € | Legalsur | No | Abierto | Procedimiento: 29/2017 • En estudio. • 23.03.2017 Se presenta escrito de contestación al monitorio. • 13.07.2017 Se notifica demanda, con plazo para contestar. • 12.09.2017 Se presenta contestación a la demanda de la Ute. • 03.10.2017 Dior que admite la contestación a la demanda y señala AP para el 20/03/2018 a las 12.30h. • Celebrada AP y señalado juicio para el 22/11/2018 • 22/11/2018 Celebrada vista queda visto para sentencia • Recurso de reposición presentado el 04 de enero de 2017 • Desestimado el recurso de reposición (por falta de jurisdicción porque el contrato tenía sumisión a arbitraje) porque sostiene que el juicio cambiario es independiente al pacto entre las partes. • Se presentó escrito por nuestra parte solicitando la nulidad de actuaciones por defectos de forma que causaban indefensión, a lo que el juez ha desestimado nuestra solicitud. El siguiente paso es señalar fecha para la vista de oposición. |
| Gedesco Services Spain, S.A.U. (773-16) | Abengoa Innovación | n/a | n/a | Juzgado de Primera Instancia nº 24 de Sevilla | 85.648,95 de principal + 25.694,00 de intereses | 111.342,95 € | Legalsur | No | Abierto | • Se está tratando de negociar un acuerdo con un calendario de pagos que elimine los intereses de la deuda. • Se va a firmar un acuerdo de novación de deuda. • Firmado un acuerdo de novación de deuda y presentado en el Juzgado. |
| Cian Tecnológica | Abengoa Innovación | Monitorio | 28/11/2016 | Juzgado de Primera Instancia nº 8 de Sevilla | 71.349,17 | 71.349,17 € | Legalsur | No | Abierto | • Se tiene constancia de reactivación de proceso monitorio. A la espera de recepción. • Se ha llegado a un acuerdo extrajudicial con Bilfinger. |
| Gea Quality | Abengoa Innovación | Monitorio | n/a | Juzgado de Primera Instancia nº 20 de Sevilla | 1.917,85 | 1.917,85 € | Legalsur | No | Cerrado | |
| Bilfinger Industrial Services Spain, S.A. | Abengoa Solar New Technologies, S.A. | Monitorio | n/a | n/a | 14.071,48 | 14.071,48 € | n/a | No | Abierto | |
| Reclamación GESICO (Oxford) | Abengoa Solar New Technologies, S.A. | n/a | n/a | Juzgado de Primera Instancia nº 16 de Sevilla | 4.068,03 | 4.068,03 € | n/a | No | Cerrado | |
| Leica Microsistemas | Abengoa Solar New Technologies, S.A. | Juicio Verbal | 23/02/2017 | Juzgado de Primera Instancia N. 22 de Sevilla | 3.628,79 | 3.628,79 € | Legalsur | No | Cerrado | |
| Tecnología de Vacío | Abengoa Research, S.L. | Ordinario. Juicio Verbal | 18/07/2016 | Juzgado de Primera Instancia N 24 de Sevilla | 867,90 | 867,90 € | n/a | No | Abierto | • Se ha consignado el pago. Recibido decreto donde se aprueba la tasación de costas por importe de 427,29 euros e intereses de 85,85 euros, a pagar por AR. Recibido el 19/10/2017 auto y decreto de despacho de ejecución para el pago de 513,14 euros más 100 euros de costas e intereses. |
| Fischer Scientific, S.L.U | Abengoa Research, S.L. | Ordinario | 18/07/2016 | Juzgado de Primera Instancia N 13 de Sevilla | 43.589,79 | 43.589,79 € | Legalsur | No | Abierto | • Audiencia previa para el 28/06/17 • Visto para sentencia. • Recibida sentencia condenatoria el 05/09, donde nos condenan al pago de 43.589,79 euros más intereses y costas. |
| Bonsai Advanced Technologies, S.L. | Abengoa Research, S.L. | Ordinario. Juicio Verbal | 31/08/2016 | Juzgado de Primera Instancia N 9 de Sevilla | 1.638,28 | 1.638,28 € | n/a | No | Cerrado | |
| Suministros Bezabala, SA | Instalaciones Inabensa, S.A. | Monitorio 265/2017 | 06/04/2017 | Juzgado de Primera Instancia nº2 de Sevilla | 198.128,85 | 198.128,85 € | Legalsur | No | Abierto | • Hemos incumplido un acuerdo de novación firmado con la demandada. Compras va a contactar con ellos para ofreceres un plan de pagos. • Acuerdo extrajudicial firmado el 27/04/17. Pagos pendientes. |
| Maquinaria Conservera del Seguro, S.A. (Macones SA) | Instalaciones Inabensa, S.A. | Ordinario | 06/04/2017 | Juzgado de 1ª Instancia número 27 de Sevilla. | 130.395,19 | 130.395,19 € | En su caso, LegalSur | No | Cerrado | |
| Talleres Mecánicos del Sur, S.A. | Instalaciones Inabensa, S.A. | Cambiario 9/2017 | 06/04/2017 | Juzgado de Primera Instancia nº13 de Sevilla | 2.906,29€ de principal y 781,88€ en intereses y costas. | 3.388,16 € | En su caso, Legalsur | No | Cerrado | |
| Indika Auditoría e Inspección, S.L. | Instalaciones Inabensa, S.A. | Monitorio 255/2017 | 06/04/2017 | Juzgado de Primera Instancia nº 18 de Sevilla | 3.850,73 | 3.850,73 € | En su caso, LegalSur | No | Cerrado | |
| Gestión, Verificación e Inspecciones S.A. | Instalaciones Inabensa, S.A. | Monitorio 1895/2016 | 06/04/2017 | Juzgado de Primera Instancia nº 16 de Sevilla | 3.702,60 | 3.702,60 € | En su caso, LegalSur | No | Cerrado | |
| Perfiles y Placas, S.L. | Instalaciones Inabensa, S.A. | Cambiario 162/2017 | 06/04/2017 | Juzgado de Primera Instancia nº 18 de Sevilla | 73.172,69€ de principal más 21.951,80€ para intereses y costas. | 95.124,49 € | En su caso, LegalSur | No | Abierto | • Estudiando una posible negociación las facturas son correctas, y acordamos con Ekipa (Cliente de la obra) que le pagariamos. • Presentada oposición. • Recibida demanda de ejecución. Recibida solicitud de embargo. Procedimiento: 05/2017 • El proveedor demanda el pago de una serie de facturas derivadas de unos pedidos. • 28.04.2017 Se celebra la comparecencia ante la Cámara de Comercio de Sevilla. • 06.06.2017 Se recibe notificación de la Corte en la que aceptan su competencia, fijan un árbitro y en la persona de Jesús Bores, que actuará en arbitraje de Derecho, y requieren el pago de honorarios (3.432,80€ + IVA). • 27.06.2017 Se recibe escrito de aceptación de árbitro en la persona del abogado Jesús Bores Saiz. • 27.06.2017 Se notifica diligencia de la Corte que señala comparecencia para fijar el litigio para el 19/07/2017 a las 12.00h. • 07.09.2017 Se notifica demanda de arbitraje de Iberfluid. • 12.09.2017 Se notifica diligencia para contestar a la demanda en quince días hábiles. • 04.10.2017 Se contesta a la demanda por parte de la Ute. • 13/10/2017 Se notifica diligencia de admisión a trámite de la contestación a la demanda de la Ute, otorgando un plazo de 7 días hábiles para proponer pruebas. • 24/10/2017 Se presenta escrito de proposición de pruebas. • 13/11/2017 Se recibe diligencia de rectificación de prueba de la parte demandante. |
| Iberfluid Instruments, S.A. | Ute Abener Teyma Uppington | Arbitraje | 06/04/2017 | Cámara de Comercio de Sevilla | 106.605,26 | 106.605,26 € | AJ | No | Abierto | • Preparando contestación • Oposición presentada el 26 de abril de 2017 • Monitorio transformado en ordinario. Recibida el 12 de junio demanda de procedimiento ordinario. Tenemos 20 días hábiles para comparecer. Presentada contestación el 10 de julio de 2017. • Allamamiento presentado el 26/02. Recibida sentencia condenatoria por importe de 20.116,49 euros). • Nos han dado traslado de la demanda de ejecución y solicitan tasación de intereses y costas. • Se firmó un acuerdo con la empresa sudáfricana FHC para la realización de los trabajos de topografía y geotecnia para el estudio de un proyecto PV en Zimbabwe. El acuerdo era por un importe de 90.000 USD. La idea era que el cliente/promotor Sinogy aceptaba que le traspasáramos el coste de dichos trabajos, así como las condiciones en nuestro acuerdo con FHC, aunque solo existe una carta. La factura posterior recibida de FHC ascendía a 202.000 USD justificándose en extractos en los trabajos, aunque se rechazó. Nuestra postura fue que el proyecto seguía en marcha (aunque en stanby) y por tanto dicha factura no nos correspondía. • Contestada la demanda. Pendiente de ver cómo le afecta el tema de la liquidación de la filial, que se acaba de poner en marcha. |
| Fundación Gómez Pardo | Abengoa Solar New Technologies, S.A. | Monitorio-Ordinario | 03/04/2017 | Juzgado de Primera Instancia 11 de Sevilla | 20.116,49 | 20.116,49 € | Legalsur | No | Abierto | • Se ha estado negociando el acuerdo de homologación entre las partes. Como condición para firmar el acuerdo de homologación, Euomsa pagó el 03/02/2017 el importe de 27.895,97 euros en concepto del principal e intereses y costas devengados hasta el momento de la realización de dicho pago. Cerrado el borrador de acuerdo de homologación y firmado con fecha 27/04/2017. A la espera de que la parte demandante lo presente en el Juzgado. • El 18/05/2017 queda presentado el acuerdo de homologación en el Juzgado. |
| Full House Construction (Pty) Ltd | Instalaciones Inabensa (Pty) Ltd. | Reclamación de cantidad | 25/04/2017 | High Court of South Africa (Case 14439/2016) | 202.314,00 USD + intereses al 10.5%+ costas | 177.696,80 € | Fluxmans | No | Abierto | • Recibida demanda de juicio declarativo. Pendiente contestación demanda (en negociación para el pago del principal sin costas ni intereses). Ha quedado homologado el acuerdo extrajudicial. • Recibida demanda de juicio declarativo. Pendiente contestación demanda (en negociación para el pago del principal sin costas ni intereses). Ha quedado homologado el acuerdo extrajudicial. |
| Jesús Oñate y Hermanos, S.A. | Euomsa | Juicio Cambiario (nº de autos 165/2016) | 23/01/2017 | Juzgado de Primera Instancia e Instrucción nº 4 de Utrera | 24.895,98 euros de principal más 1.683,51 euros presupuestados para intereses y costas. | 26.579,49 € | por ahora no hemos contactado con Legal Sur y en principio no haría falta contactar con ellos. | No | Abierto | • Recibida demanda de juicio declarativo. Pendiente contestación demanda (en negociación para el pago del principal sin costas ni intereses). Ha quedado homologado el acuerdo extrajudicial. • Recibida demanda de juicio declarativo. Pendiente contestación demanda (en negociación para el pago del principal sin costas ni intereses). Ha quedado homologado el acuerdo extrajudicial. |
| Oxford University Press España, S.A. | Abengoa Solar España, S.A. | Monitorio (nº autos 327/2017) | 03/04/2017 | Juzgado de Primera Instancia nº 1 de Sevilla | 11.752,08 euros. | 11.752,08 € | Legalsur | No | Abierto | |
| Construcciones Roygran, S.L. | Abengoa Solar España, S.A. | Monitorio (nº autos 1648/2016) | 03/04/2017 | Juzgado de Primera Instancia nº 12 de Sevilla | 10.194 euros. | 10.194,00 € | Legalsur | No | Abierto | |
| Talleres y Carrocieras Castro SC | Instalaciones Inabensa, S.A. | Cambiario 168/2017 | 09/05/2017 | Juzg. 1ª Instancia nº 2 de Sevilla | 113.740,00€ de principal y 34.122€ en concepto de intereses y costas. | 147.862,00 € | Por determinar | No | Cerrado | |
| Ibercable Network SLU | Instalaciones Inabensa, S.A. | Monitorio 357/2017 | 09/05/2017 | Juzg. 1ª Instancia nº 9 de Sevilla | 1537,61€ más intereses y costas. | 1.537,61 € | Por determinar | No | Cerrado | |
| Bostran 21, S.L. | Instalaciones Inabensa, S.A. | Monitorio 369/2017 | 09/05/2017 | Juzg. 1ª Instancia nº 1 de Sevilla | 18.904,13€ más intereses y costas. | 18.904,13 € | Por determinar | No | Abierto | |
| API Movilidad, S.A. | Biocarburantes de Castilla y León, S.A. (compañía íntegramente transmitida a tercero el 01/02/2017) | Monitorio | 05/05/2017 | Juzgado de Primera Instancia e Instrucción Nº1 de Peñaranda de Bracamonte (Salamanca) | 12.319,16 | 12.319,16 € | n/a | No | Cerrado | |
| Eulabor Suministro de Material de Laboratorio S.L. | Abener Energía / Teyma Gestión de Contratos de Construcción e Ingeniería, S.A. / Ute Abener Teyma Paulputs | Monitorio 267/2017 - Ordinario 1071/2017 | 25/04/2017 | Juzgado de 1a Instancia 4 de Sevilla | 51.663,92 | 51.663,92 € | Legalsur Abogados. Eduardo Glez-Santiago Gragera | No | Abierto | Procedimiento: 267/2017 • 24/05/2017 Se presenta escrito de oposición de Ute al procedimiento. • 01/09/2017 Decreto de terminación del monitorio y admisión a trámite de demanda. • 12/09/2017 Se notifica Decreto de admisión de la demanda y emplaza a Ute a contestar. • 12/09/2017 Se notifica demanda de Eulabor. • 11/10/2017 Se presenta contestación a la demanda. • 7/9/2018 se ha celebrado la audiencia previa. Admitida prueba testifical por ambas partes (Ignacio Pérez ntra y ellos, Gonzalo del Valle). Señalada vista el 14 de febrero de 2019. |
| Manufacturas Vilassar, S.L. | Ute Abener Teyma Paulputs / Ute Abener Teyma Xina | Ordinario | 11/05/2017 | Juzgado de 1a Instancia 21 de Sevilla | 253.257,10 | 253.257,10 € | Legalsur Abogados. Eduardo Glez-Santiago Gragera | No | Abierto | Procedimiento: 389/2017 • 25/05/2017 Se presenta Declinatoria de jurisdicción por existencia de convenio arbitral en los contratos entre las partes. • 28/06/2017 Se notifica escrito de oposición a declinatoria por parte de Maivisa. • 18/07/2017 Se notifica Dior que requiere a la parte actora a aportar traducciones a los documentos conforme al art. 144 LEC. • 24/07/2017 Se notifica escrito de Maivisa que solicita aclaración del art. 144 LEC. • 15/09/2017 Se notifica Dior que da por realizado el requerimiento y pasa los autos para resolver por el juez. • 25/10/2017 Se notifica Auto que desestima declinatoria, además de escrito de solicitud de contrario de aclaración de Auto. • 23/11/2017 Se notifica Auto que aclara y rectifica el Auto de desestimación de la declinatoria. • Presentadas oposición por Maivisa a entrega contratos traducidos y auto dictado. • 21/11/2018 presentada contestación a la demanda después de denegación declinatoria y recurso |

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|--|---|-------------------------------------|------------|---|--|--------------|--|----|---------|--|
| ECB Engineering Firm, S.L. | Abengoa Water, S.L. | monitorio 740/2017 | 02/06/2017 | 1ª Instancia 14, Sevilla | 14,5KEUR | 14,500.00 € | Legalsur | No | Abierto | Nos opondremos para convertir en ordinario. Ha habido un incumplimiento del contrato de novación. Gestión de proveedores está informada + Vista ordinario para el 12/11/2018 + Realizada vista con proposición de prueba. Se admite más documental de la otra parte consistente en exhibición de la contabilidad del 2015 en la parte referente a ECB y del modelo 347. Se emplaza para exhibición documental en un mes. Nosotros hemos propuesto documental y declaración de testifical de un empleado de ECB (Humberto Bachi) para que pueda acreditarse si el pedido que apartamos era el que figura entre las partes ya que no lo habían reconocido, y la declaración también de Javier Pariente en cuanto a los términos del acuerdo de pagos. Ha sido admitido. Señalada vista para el 12 de noviembre de 2018 + Presentada documental requerida por parte de AW en plazo, la contraparte solicita ampliación. +Mismo 15-6-2018 se presente escrito en oposición por AW. +12/11/2018 presentado alegamiento +26/11/2018 notificada sentencia condenatoria |
| Manuel Gómez Martín (Taxi Alba de Tormes) | Abengoa Bioenergía Inversiones, S.A. | Monitorio | 22/05/2017 | Juzgado de Primera Instancia Nº18 de Sevilla | 11.137,45 (940 correspondientes a Abengoa Bioenergía Inversiones, S.A. y el resto a otra sociedad, en concreto Abengoa Bioenergía Nuevas Tecnologías, S.A. | 11,137.45 € | En estudio | No | Cerrado | |
| Gestion de la formación y la salud, S.L. | Abengoa Solar New Technologies, S.A. | Monitorio | 02/06/2017 | Juzgado de Primera Instancia nº 9 de Sevilla | 677.60 | 677.60 € | n/a | No | Cerrado | |
| Navarcable, SL | Instalaciones Inabensa, S.A. | Monitorio | 05/06/2017 | Juzgado de Primera Instancia nº16 de Sevilla | 74.771,14 eu de principal más 8.881 en concepto de intereses de demora | 83.652.14 € | Legalsur | No | Cerrado | Acuerdo satisfacción extraprocesal. Desistimiento. |
| AMV Sistemas de Alimentación Electrónica, SL | Instalaciones Inabensa, S.A. | Monitorio | 05/06/2017 | Juzgado de Primera Instancia nº24 de Sevilla | 266.238,17 eu de principal más intereses de demora | 266.238.17 € | LegalSur (en su caso) | No | Cerrado | Acuerdo satisfacción extraprocesal. Desistimiento. |
| Automatización y Control R2V SL | Instalaciones Inabensa, S.A. | Monitorio | 05/06/2017 | Juzgado de Primera Instancia nº22 de Sevilla | 2.613,60€, de principal más intereses y costas | 2.613.60 € | LegalSur (en su caso) | No | Cerrado | |
| Prodiel de Instalaciones Eléctricas, S.L. | Instalaciones Inabensa, S.A. | Cambiaro | 05/06/2017 | Juzgado de Primera Instancia nº 4 de Sevilla | 19.684 de principal + 5.905 de intereses de demora, gastos y costas | 25.589.00 € | LegalSur (en su caso) | No | Cerrado | Acuerdo satisfacción extraprocesal. Desistimiento. |
| Ana María Carrasco Martín | Instalaciones Inabensa, S.A. | Monitorio | 05/06/2017 | Juzgado de Primera Instancia nº11 de Sevilla | 19.470,38 €, de principal más intereses y costas | 19.470.38 € | LegalSur (en su caso) | No | Cerrado | Acuerdo satisfacción extraprocesal. Desistimiento. |
| Ámbito Arquitectura Sevilla, S.L.P. | Instalaciones Inabensa, S.A. | Cambiaro | 06/06/2017 | Juzgado de 1ª Instancia número 25 de Sevilla. | 63.022,88 EUR (57.520,46 € principal + 2.619,94 gastos devolución + 2882,48 de intereses de demora) | 63.022.88 € | LegalSur (en su caso) | No | Cerrado | |
| Gedesco Services Spain, S.A.U. (393-16) | Abengoa Innovación | Cambiaro | 01/06/2016 | Juzgado de Primera Instancia nº 10 de Sevilla | 98.265,20 € de principal + 29.479 € en concepto de intereses de demora, gastos y costas. | 127.744.20 € | Legalsur | No | Abierto | Celebrada la vista el día 13 de marzo de 2017, que se interrumpió por impugnación nuestra de veracidad de fax acreditativo de deuda. Gedesco solicitó testifical de nuestra responsable de Administración para el día 7 de abril a las 10.00. Recibida la sentencia, donde se condena al pago con intereses y costas, pues considera el juez que el pacto de no cederlo del contrato impediría la reclamación, pero ha considerado que se consintió por la firma de la responsable de administración. Cabe la posibilidad de apelar, para que no puedan utilizar la sentencia en el siguiente procedimiento. Se ha decidido apelar. + Presentada la apelación el 29 de junio de 2017. + Recibida el 05/09 la admisión a trámite de la apelación, dándose traslado de la misma a la otra parte. |
| Gestion de la formación y la salud, S.L. | Abengoa Solar España, S.A. | Monitorio (nº autos 519/2017) | 12/06/2017 | Juzgado de Primera Instancia nº 11 de Sevilla | 8.542,62 | 8,542.62 € | ninguno. | No | Cerrado | |
| Sedical, S.A. | Abener Energía S.A. Abener Energía / Teyma Gestión de Contratos de Construcción e Ingeniería, S.A. / Ute Abener Teyma Xina | Monitorio 007/2017 | 02/06/2017 | Juzgado de 1a Instancia 11 de Sevilla | 45.724,00 | 45.724.00 € | Legalsur Abogados. Julián Aguilar. | No | Abierto | + 03.07.2017 Se presenta por Ute escrito de oposición al monitorio. + 13.07.2017 Se notifica Dior que tiene por admitida la oposición y emplaza a la actora a presentar demanda. +20/09/2017 Se notifica solicitud de arbitraje de Sedical. +20/09/2017 Se notifica escrito de subsanación de Sedical aportando traducciones de la cláusula arbitral. +20/09/2017 Se notifica diligencia de la CCS en la que emplaza a comparecencia de las partes el 6 de octubre de 2017 a las 11.00h. +06/10/2017 Se produce la comparecencia preliminar. +16/10/2017 Diligencia de constitución de tribunal designando árbitro a Alberto Díaz Moreno y requerimiento costas arbitraje a las partes. + 26/10/2017 Se notifica segundo requerimiento de pago de la Cámara de los costes de arbitraje a las partes o a una sola. + Notificado el 23.5.2018 Laudo 7/2017 de fecha 22.05.2018 emitido por la Corte Arbitral de la Cámara de Comercio de Sevilla. Se condena solidariamente a las tres demandadas (Abener, Teyma y UTE Xina) al pago de 45.724,00 euros + interés legal del dinero desde la fecha de solicitud del arbitraje (4-9-2017). Las costas cada parte las suyas y las comunes por mitad por lo que nos condena también a pagar a Sedical 1.599 euros + IVA por honorarios de arbitro + 288,13 + IVA por gastos de administración que Sedical pagó por nosotros. La demandante anuncia que agilizará al máximo la tramitación para iniciar formalidades necesarias para ejecución. |
| Crecenta, S.L. | Abensa Business Development | Monitorio | 12/06/2017 | Juzgado de 1a Instancia 11 de Sevilla | 319,52 | 319.52 € | Legalsur Abogados Eduardo Glez-Santiago Gragera | No | Cerrado | |
| Manufacturas Vilassar, S.L. | Ute Abener Teyma Paulputs / Ute Abener Teyma Xina | Juicio Cambiaro | 12/06/2017 | Juzgado de 1a Instancia 11 de Sevilla | 87.725,25 | 87.725.25 € | Legalsur Abogados Eduardo Glez-Santiago Gragera | No | Abierto | + 28/06/2017 Se presenta escrito de contestación al cambiaro formulado declinatoria, nulidad y oposición a la acción. + 20/07/2017 Se notifica Dior de admisión a trámite de declinatoria y emplazamiento a Mavis a formular impugnación. + 20/07/2017 Se notifica impugnación de Mavis a la declinatoria formulada. +05/09/2017 Auto que desestima la declinatoria. +22/09/2017 Se notifica Dior que declara la firmeza de la desestimación de la declinatoria y da traslado a Mavis para alegaciones a la solicitud de nulidad. +28/09/2017 Se notifica escrito de alegaciones de Mavis a la nulidad. +15/10/2017 Se notifica Auto que desestima la nulidad. + 03.11.2017 Se notifica Dior de señalamiento de vista para el 23/11/2017 a las 12.00h. |
| ECB Engineering Firm, S.L. | Abensa Business Development | Monitorio | 12/06/2017 | Juzgado de 1a Instancia 25 de Sevilla | 15.660,55 | 15.660.55 € | Legalsur Abogados Eduardo Glez-Santiago Gragera | No | Abierto | + 10.07.2017 Se presenta escrito de oposición al procedimiento monitorio. + 28/09/2017 Se notifica Dior que admite oposición de Abg y emplaza a ECB a presentar demanda ordinaria. + 23/11/2017 Se notifica decreto admisión demanda y emplazamiento a contestar. Comentario: se reduce la cantidad del litigio al haberse producido un pago al proveedor. + Audiencia previa para el 9/10/2018. Celebrada AP se señala vista para el 10/6/2019 |
| Edyre Nova, S.L. | Abengoa Solar New Technologies, S.A. | Ordinario | | Juzgado de Primera Instancia nº 10 de Sevilla | 14,153.82 | 14,153.82 € | Legalsur | No | Cerrado | |
| Schindler, S.A. | Abengoa Solar New Technologies, S.A. | Monitorio | 27/06/2017 | Juzgado de Primera Instancia nº 14 de Sevilla | 5,377.09 | 5,377.09 € | Legalsur | No | Abierto | + Tenemos 20 días para pagar o para contestar. Contestada el 19 de julio de 2017. + Recibido el 04/09 decreto donde archivan el procedimiento por no comparecencia por nuestra parte y dan traslado a la actora para que presente demanda de ejecución. El 05/09 se presentó recurso de reposición por error material, ya que la demanda se contestó pero por error se puso un juzgado distinto (en vez de dirigido al nº 14 se dirigió al 10). + Admitida a trámite la solicitud del escrito presentado el 13 de septiembre. + Recibida la impugnación de la otra parte a nuestra oposición. + Admiten a trámite la impugnación (24/01/2018) y fijan la vista el 10 de abril de 2018 a las 10.45 horas. + Han cambiado la vista para el 12 de junio de 2018 a las 9.00. |
| Crecenta, S.L. | Abengoa Research, S.L. | Monitorio | 27/06/2017 | Juzgado de Primera Instancia nº 14 de Sevilla | 2,148.57 | 2,148.57 € | Pendiente | No | Abierto | + Tenemos 20 días para pagar o para contestar. + Presentada contestación el 26 de julio de 2017. + Notificación recibida del juzgado de monitorio y transformación en verbal. Crecenta ha impugnado la oposición de AR. + Admiten la impugnación de la oposición hecha por Crecenta (24/01/2018) y fijan la vista el 20 de marzo de 2018 a las 10.00 horas. |
| Condorchem Ervtech, S.L. | Abengoa Bioenergía Nuevas Tecnologías | Monitorio transformado en ordinario | 27/06/2017 | Juzgado de Primera Instancia Nº27 de Sevilla | 88,639.76 | 88,639.76 € | LegalSur Abogados | No | Abierto | + Tenemos 20 días para pagar o para contestar. Contestada el 13 de julio de 2017. + Recibida el 20 de julio diligencia de ordenación con la admisión a trámite de nuestra oposición al monitorio, y dando plazo a la actora para que presente demanda ordinaria. + Se recibió diligencia pasando a ordinario, pero no se entregó la demanda. el día 13/12 recibimos una diligencia declarando la caducidad y citando a las partes a juicio el 25/04/2018. Por ello, el 21/12 se presentó un escrito solicitando la nulidad. + Admitido a trámite el recurso presentado y le dan traslado a la otra parte para que presente oposición. Recibida la oposición de la otra parte al recurso de reposición presentado. + Admiten la falta de traslado de la demanda, de modo que nos la han entregado el 08-02-2018 a través del Colegio de Procuradores. Presentada contestación el 09/03/2018. El día 25/04 había audiencia previa. Se acordó con la otra parte pagar el principal y costas y la mitad de los intereses en un plazo de 30 días. El lunes recibimos el auto con la homologación judicial del acuerdo transaccional. Recibida la tasación del 50% de intereses y costas. Total a pagar: 107.252.48 euros. |
| División de Transportes J.L. Pantoja | Abengoa Water, S.L. | Ejecución forzosa de Laudo Arbitral | 27/06/2017 | Juzgado de Primera Instancia Nº4 de Sevilla | Principal objeto de reclamación: 3.375,9 Presupuesto para intereses y costas: 1.012,77 | 4,388.67 € | n/a | No | Cerrado | |
| Diseños y Proyectos Técnicos, S.A. | Abener Energía / Teyma Gestión de Contratos de Construcción e Ingeniería, S.A. / Ute Abener Teyma Paulputs | Juicio Cambiaro | 27/06/2017 | Juzgado de 1a Instancia 18 de Sevilla | 206.560,02 | 206.560.02 € | Legalsur Abogados Eduardo Glez-Santiago Gragera | No | Abierto | + 14/06/2017 Se traba embargo en la cuenta de Teyma en Bankinter por importe de 1.409,52€. +14/06/2017 Se traba embargo en la cuenta de Ute Paulputs por importe de 159,14€. +14/06/2017 Se traban embargos en las cuentas de Abener en Santander (5,64€), CaixaBank (16,75€), y Bankinter (547,36€). +12.07.2017 Se presenta por Ute escrito de contestación al juicio cambiaro formulado declinatoria, nulidad y oposición a la acción cambiaria. +28/09/2017 Se notifica Dior que admite declinatoria y suspende el proced. con traslado a Ditecsa a la MF para alegaciones. +15/10/2017 Se notifica escrito de oposición de Ditecsa a la declinatoria. + 24/10/2017 Se notifica Auto que estima la declinatoria promovida por Ute. + 23/11/2017 Se notifica recurso de apelación de Ditecsa. |
| ECB Engineering Firm, S.L. | Abensa EPC | Monitorio | 27/06/2017 | Juzgado de 1a Instancia 1 de Sevilla | 98,408.64 | 98,408.64 € | Legalsur Abogados Eduardo Glez-Santiago Gragera | No | Abierto | + 25.07.2017 Se presenta escrito de oposición al procedimiento monitorio. + 20.09.2017 Se notifica Dior que admite oposición y emplaza a ECB a formular demanda ordinaria. + Vista ordinario para el 28/6/2018 + Celebrada audiencia previa el 28/6. Admitido por el juez la fase de proposición de prueba. Se solicitó por ECB exhibición de contabilidad (modelos 340 incluyendo facturas). Llegará en breve requerimiento judicial al respecto. Admitidas testificales por propuestas por ambas partes. Señalada vista para el 7 de marzo de 2019. |
| Sediver Insulators | Instalaciones Inabensa, S.A. Abencor Suministros, S.A | Monitorio | 07/07/2017 | Juzgado de Primera Instancia nº 1 de Sevilla | 384,008.83 | 337,322.38 € | Legalsur si hay oposición. | No | Abierto | + se trata de deuda de la Ute Machu Pichu Tinifay. Nos coordinaremos con la AJ de Abencor para ver las acciones que se deben adoptar, pues la participación de Inabensa fue objeto de cesión. No se ha recibido la demanda de juicio ordinario. |

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| Oficina Técnica Grupo Alta Tensión, S.L. | Instalaciones Inabensa, S.A. | Monitorio | 07/07/2017 | Juzgado de Primera Instancia nº 22 de Sevilla | 24,200 | 24,200.00 € | Legalsur si hay oposición. | No | Abierto | <ul style="list-style-type: none"> En estudio las posibilidades de presentar oposición. recibida demanda de ordinario que vive del monitorio. Vence fecha para contestación el 18/12/17 presentada contestación a la demanda. Monitorio transformado en Ordinario. recalida sentencia condenatoria. A la espera de ver si recurrimos. Recibida ejecución de sentencia + solicitud de tasación de costas del organario. El 18/12/2018 se ordena transferencia a la cuenta de consignaciones del Juzgado por importe de 25.988,55 € |
| Leaseplan Servicios, S.A. | Instalaciones Inabensa, S.A. | Cambiaro | 07/07/2017 | Juzgado de Primera Instancia nº 21 de Sevilla | 182.442,14 € + 2.957,10 de intereses de demora + 54.732,64 € presupuestadas para intereses y costas | 240,131,88 € | Legalsur si hay oposición. | No | Abierto | <ul style="list-style-type: none"> De Leaseplan ya han llegado un Ordinario y otro Cambiaro previos. Hay que comprobar que no hayan duplicado pagarés. Se ha acordado embargo preventivo de cuentas y de créditos de AEAT. Ya se han practicado retenciones por 14.084 euros en varias cuentas. Se ha declarado la nulidad de los embargos y se ha procedido a la devolución de los importes a Inabensa. Se está tratando de alcanzar acuerdos con este proveedor. tiene deudas con otras sociedades de Agua (Ute Nungua) Energía (Sudfrica) que hasta la fecha no ha recibido nada. Se presentará, vía procurador, la doc de la Ute en el Juzgado que es lo que pide para presentar cambiario. Pendiente confirmar estado de litigio Tenemos 20 días para pagar o para contestar. Contestada el día 11 de septiembre de 2017. Recibido el 10 de octubre decreto dando traslado a la otra parte para que presente demanda ordinaria. Sabemos que han presentado la demanda ordinaria, por traslado entre procuradores. Notificada la demanda de procedimiento ordinario. Tenemos hasta el 11 de abril para contestar. Presentada contestación de la demanda el 11/04. Admiten contestación de demanda y fijan audiencia previa el 21 de noviembre a las 9:30. |
| Industrias Electromecánicas GH | Abelma/Codesa/Ute Tenés (Constructora) | Diligencias Preliminares 919/2017 | 27/06/2017 | Juzgado de Primera Instancia 1ª Instancia 4, Sevilla | Dos pagarés por importe de 142.963,02 € + 35.740,76 € | 178,703,78 € | AJ | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para pagar o para contestar. Contestada el día 11 de septiembre de 2017. Recibido el 10 de octubre decreto dando traslado a la otra parte para que presente demanda ordinaria. Sabemos que han presentado la demanda ordinaria, por traslado entre procuradores. Notificada la demanda de procedimiento ordinario. Tenemos hasta el 11 de abril para contestar. Presentada contestación de la demanda el 11/04. Admiten contestación de demanda y fijan audiencia previa el 21 de noviembre a las 9:30. |
| Biogen Científica, S.L. | Abengoa Bioenergía Nuevas Tecnologías | Monitorio | 13/07/2017 | Juzgado de Primera Instancia nº 18 de Sevilla | | 48,400 | Legalsur | No | Abierto | <ul style="list-style-type: none"> Presentado escrito de oposición al Juicio Cambiaro con fecha 28/04/17. El 18/05/2017 nos notifican el emplazamiento del Juzgado a Gedesco para que se pronuncien sobre nuestra solicitud de nulidad. Con fecha 10/07/2017 nos notifican la oposición de la parte actora a nuestra solicitud de nulidad de actuaciones. Estamos a la espera de recibir citación para la celebración de la vista. |
| Gedesco Services Spain, S.A.U. | Eucomsa | Juicio Cambiaro (nº de autos 462/2016) | A la espera de nueva notificación | JPI nº 2 de Utrera | 45.701,79€ de principal y 13.710€ presupuestados provisionalmente para intereses y costas | 59,411,78 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Presentado escrito de oposición al Juicio Cambiaro con fecha 28/04/17. El 18/05/2017 nos notifican el emplazamiento del Juzgado a Gedesco para que se pronuncien sobre nuestra solicitud de nulidad. Con fecha 10/07/2017 nos notifican la oposición de la parte actora a nuestra solicitud de nulidad de actuaciones. Estamos a la espera de recibir citación para la celebración de la vista. |
| Bernardino Abad, S.L. | Abencor Suministros, S.A. | Cambiaro 26/2017 | 27/06/2017 | Juzgado de lo Mercantil nº2 de Sevilla | 140.770,23 € de principal más 42.231 € presupuestados provisionalmente para intereses y costas. | 183,001,23 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Se trata del mismo principal reclamado anteriormente en el Juicio Cambiaro 787/2016 y cuyo archivo fue decretado tras la estimación de la declinatoria de competencia planteada a favor de los Juzgados de lo Mercantil. Presentado escrito de nulidad y oposición. Con fecha 18/07/2017 nos notifican que el Juzgado de lo Mercantil tiene por presentado nuestro escrito y emplaza a la parte contraria para posible impugnación. El 31/07/2017 nos dan traslado de la impugnación por Bernardino Abad de nuestra solicitud de nulidad y oposición cambiaria. Nos notifican Auto desestimando la nulidad solicitada. Trabado embargo sobre las cuentas bancarias cuyo origen está en este procedimiento. admiten nuestro desistimiento de la oposición cambiaria, con costas, y entregan el principal embargado. Nos dan traslado de la solicitud de tasación de costas y liquidación de intereses de Bernardino Abad. Si el Juzgado termina confirmando dicha tasación impugnaremos dado que solicitan la minutación sobre hechos no tramitados. |
| Instalaciones y Montajes Mondaca Rosado, S.L. | Simosa, S.A. | Procedimiento Ordinario 331/2017. neg. 3T | 13/07/2017 | Juzgado de Primera Instancia 16 de Sevilla | | 64,300,98 | aún no hemos contactado con ninguno. | No | Abierto | <ul style="list-style-type: none"> El 13/07/2017 nos notifican demanda de juicio ordinario y nos dan plazo de 20 días para contestar. Vence el 12/09/2017 Celebrada Audiencia Previa el 22/01/2018. Señalado Juicio el 09/07/2018 a las 12:30 horas |
| Sediver Insulators | Abencor (codemandado Inabensa) | Juicio Monitorio 517/2017 | 13/07/2017 | Juzgado de Primera Instancia nº 1 de Sevilla | | 384,008,83 | De momento ninguno | No | Abierto | <ul style="list-style-type: none"> Abencor e Inabensa han sido codemandados, de forma solidaria, como socios de la UTE Macchu Picchu. El 05/09/2017 ha quedado presentado escrito de oposición. |
| Sinergia Soluciones, S.L. | Instalaciones Inabensa, S.A. | Cambiaro | 13/07/2017 | Juzgado de 1ª Instancia número 14 de Sevilla. | 44.756 € principal + 310 € gastos + 2.975,97 € presupuestados para intereses + 5.787,38 € presupuestados para costas= 53.829 € | 58,829,00 € | En su caso, LegalSur | No | Cerrado | <ul style="list-style-type: none"> Pagaré no atendido emitido en USD. Nos han ejecutado en la cuenta de Banca March el embargo preventivo y nos han retenido en BNP. Podría haber causa de oposición porque parte de los trabajos no están realizados (pruebas). Celebrada la vista. A la espera de sentencia. recalida sentencia condenatoria el 25/01/2018. Presentada tasación de costas. Entrega del importe del principal embargado. Tasación de intereses recibida en junio de 2018. Se realiza el pago. Se solicita terminación del procedimiento y levantamiento de embargos. |
| ECB Engineering Firm, S.L. | Abelma | Juicio Monitorio | 13/07/2017 | Juzgado de primera instancia nº1 Sevilla | 15,026,27 euros | 15,026,27 € | | No | Abierto | <ul style="list-style-type: none"> admitida a trámite nuestra contestación a la demanda. Señalan Audiencia Previa para el 21/06/2018. Celebrada AP se señala vista para 22/11/2018 |
| Tecnología de Vacío | Abengoa Solar New Technologies, S.A. | Ordinario | | Juzgado de Primera Instancia nº 2 de Sevilla | | 30,856,85 | Legalsur | No | Abierto | <ul style="list-style-type: none"> Audiencia previa fijada para el 26 de julio de 2017. Celebrada la audiencia previa, queda visto para sentencia. Recibida sentencia condenatoria por importe de 30.856,85 euros más intereses y costas. Pagada esta cantidad. Recibida diligencia con el pago del principal, pasando ahora a tasación de costas y liquidación de intereses. Nos han pasado la propuesta de tasación de costas y liquidación de intereses. Aprobada la liquidación de intereses y costas por el Juzgado. Abonados los intereses y costas. |
| Electricidad Santiago Martín, S.L. | Abengoa Bioenergía Inversiones, S.A. y Abengoa Bioenergía Nuevas Tecnologías, S.A. (codemandadas) | Ordinario | 04/09/2017 | Juzgado de Primera Instancia nº 13 de Sevilla | Reclamación de 3 facturas del mismo proyecto (Butanol) por 19.552,22 Euros que por la gestión interna dada en su día al proyecto corresponden a 2 facturas emitidas a nombre de ABISA (14.275,37 Euros) y una de ABNT (5.276,85) | 19,552,00 € | LegalSur (no asignado aunque llevó el previo) / Propuesta cierre por AJ Abengoa. Finalmente asignado LegalSur por imposibilidad cierre acuerdo. | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para pagar o para contestar. Se propone internamente que sea efectuado el ingreso íntegro con anterioridad para evitar la segura condena en costas y demás gastos, dados los antecedentes y alegaciones del monitorio anterior, la realidad del proyecto y la falta de argumentos de defensa tras utilizados en el anterior procedimiento (Fila 91) En preparación contestación a la demanda por ABNT/ABISA para el 02/10/2017 Presentada contestación a la demanda según lo previsto. 13/10/2017 Admitida contestación a la demanda, emplazando para la audiencia previa el 10/10/2018. En consecuencia hay plazo para proponer un acuerdo ABNT/ABISA y cerrar en base al beneficio de la venta del proyecto de Butanol (donde se produjeron estas contrataciones sobre las que ha habido incidencias en facturaciones) a ABNT. 10/10/2018 Antes de la celebración de la audiencia previa el letrado habló con el letrado contrario y detectó que no verían mal llegar a un acuerdo si fuera posible, así que asintió a la posibilidad (sin compromiso alguno) y le propuso solicitar suspensión para intentarlo, así que lo transmitieron en la audiencia al juez y lo ha acordado por un mes. A la salida ha hablado con su cliente y éste le ha comentado sobre una maquinaria que está en la planta de Babilafuente y podría servir para cerrar un acuerdo. El letrado nos lo transmitiría y le daría el nombre de la persona con la que pudiera hablar. Pendiente de confirmar por dirección Innovación. Indicar que la suspensión (aún sin acuerdo) implicar prolongar el proceso, y el Juzgado debe volver a señalar la audiencia. Debe aplicarse mismo criterio que en asunto Amtech en cuanto eximir a ABISA (el beneficio de Butanol va a ABNT, independientemente de la confusión de facturación que ha involucrado a ABISA). Pendiente de actuación en función actuaciones de ABNT con respecto a equipos en planta BCYL (que pudieran interesar al proveedor pero debe contactarse con responsables de Vertex para poder acceder a las instalaciones y a los equipos que pudieran mantenerse aún en la misma y no hubiera recogido en el plazo dado por ésta última, por ejemplo transformadores instalados por proveedor y no utilizados ni puestos en marcha) o venta paquete butanol. |
| FCC Aqualia SA | Abelma | Juicio Monitorio 684/2017 | 04/09/2017 | Juzgado de primera Instancia número 15 de Sevilla | | 707,36 | Legalsur (no asignado aunque llevó el previo) / Propuesta cierre por AJ Abengoa. Finalmente asignado LegalSur por imposibilidad cierre acuerdo. | No | Abierto | <ul style="list-style-type: none"> Si procede vamos a tratar de pagar, estamos viendo. |
| Iberfluid Instruments, S.A. | Abencor Suministros, S.A. | Ordinario 1123/2017 / Ejecutivo 798/2018 | 13/10/2017 | JPI Nº18 de Sevilla | 51.086,20 euros de principal, más 15.300 euros de intereses y costas | 66,386,20 € | Legalsur (no contratado finalmente) Para el ejecutivo, se traslada a Cortés para gestionarlo con el AC. | No | Abierto | <ul style="list-style-type: none"> Notificado el escrito de demanda el 14/09/2007. Se ha tomado la decisión de no evacuar el escrito de contestación, al no tener argumentos de oposición, y de este modo evitar incurrir en costas adicionales. Recibida el 18/12/2017 diligencia en la que se declara a Abencor en rebeldía procesal y se señalaba la Audiencia Previa para el pasado 13/12/2017. Auto anulando ejecución por ser posterior su solicitud a la declaración de concurso. |
| Arrow Iberia Electronica, SLU | Instalaciones Inabensa, S.A. | Cambiaro | 20/09/2017 | Juzgado de 1ª Instancia 10 de Sevilla | 190.075,05 de principal + 6648,321 intereses + costas | 196,723,37 € | En su caso, Legalsur | No | Cerrado | <ul style="list-style-type: none"> Se va a intentar negociar quita. Se ha solicitado suspensión del procedimiento, ya que se quiere lograr un acuerdo a nivel de grupo. alcanzado acuerdo. Se ha homologado judicialmente. |
| Electronic Product International Representatives, S.(Epirsa) | Instalaciones Inabensa, S.A. | Monitorio | 20/09/2017 | Juzgado de 1ª Instancia 21 de Sevilla | 42,006,73 € | 42,006,73 € | En su caso Legalsur | No | Abierto | <ul style="list-style-type: none"> Se va a intentar negociar quita. recibida diligencia de ordenación admitiendo a trámite nuestra oposición y dando plazo para demanda ordinaria. seguimos a la espera de demanda ordinaria finalizado monitorio y transformado en ordinario. Recibido archivo de monitorio y abriendo ordinario. Recibida demanda de juicio ordinario. Presentada contestación. |
| Ferretería Jerr Suministros Industriales, S.L | Instalaciones Inabensa, S.A. | Monitorio | 20/09/2017 | Juzgado de 1ª Instancia 12 de Sevilla | 62,194,03 € | 62,194,03 € | En su caso Legalsur | No | Cerrado | <ul style="list-style-type: none"> recibida diligencia de ordenación con la admisión de la oposición al monitorio y dando plazo a la actora para presentar la demanda ordinaria. alcanzado acuerdo transaccional. Presentado del escrito en el Juzgado solicitando el archivo. |
| Carpintería Juplan, S.L. | Instalaciones Inabensa, S.A. | Ordinario | 20/09/2017 | Juzgado de 1ª Instancia 16 de Sevilla | 13,953,79 | 13,953,79 € | En su caso Legalsur | No | Cerrado | <ul style="list-style-type: none"> Se va a intentar negociar quita. admiten nuestra contestación a la demanda y señalan la audiencia previa para el 06/03/2018 a las 10:30 horas. Celebrada Audiencia Previa y alcanzado acuerdo: pago de principal + 400 euros por costas e intereses. Según el acuerdo alcanzado judicialmente el pasado 6/3/18, con Carpintería Juplan, nos llega el Auto del Juzgado que lo homologa. |
| Interlegals, D.O.O | Instalaciones Inabensa, S.A. | Monitorio | 20/09/2017 | Juzgado de 1ª Instancia 14 de Sevilla | 28,946,90 € | 28,946,90 € | En su caso Legalsur | No | Cerrado | Satisfacción extraprocesal. Desistimiento. |
| Ferretería Jerr Suministros Industriales, S.L | Instalaciones Inabensa, S.A. | Monitorio | 20/09/2017 | Juzgado de 1ª Instancia 12 de Sevilla | 62,194,03 | 62,194,03 € | En su caso Legalsur | No | Cerrado | Se va a intentar quita. Presentada oposición al monitorio. Acuerdo de satisfacción extraprocesal. Recibido decreto de archivo el enero de 2018. |
| Casas Asín, S.L. | Abengoa Research, S.L. | Monitorio | 21/09/2017 | Juzgado de Primera Instancia nº 20 de Sevilla | | 1,446,89 | | No | Abierto | Tenemos 20 días para contestar o pagar. |
| Universitat Politècnica de Valencia | Abengoa Solar New Technologies, S.A. | Ordinario | 20/09/2017 | Juzgado de Primera Instancia nº 52 de Madrid | | 10,501,00 | | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar. Presentada contestación el 18/10/2017. Admitida a trámite la contestación y fijada audiencia previa para el 15 de marzo de 2018 a las 13.30. Celebrada audiencia previa el 15/03/2018. Han fijado el juicio para el 14/11/2018 a las 13.00. |
| Universitat Politècnica de Valencia | Abengoa Research, S.L. | Ordinario | 18/09/2017 | Juzgado de Primera Instancia nº 21 de Sevilla | 43,842,03 | 43,842,03 € | | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para comparecer. Se ha decidido no contestar. Recibido el 09/03/2018 decreto por el que se declara en rebeldía a Abengoa Research y convocan a audiencia previa el 2 de julio de 2018 a las 12:20 horas. |
| Agilent Technologies Spain, S.L. | Abengoa Bioenergía Inversiones, S.A. | Ordinario | 25/09/2017 | Juzgado de Primera Instancia nº 16 de Sevilla | Reclamación de 36.541,37 Euros correspondiente a 2 facturas por suministro de equipo de análisis (35.071,22 Euros) y curso de formación para utilización del mismo (1.470,15 Euros) para laboratorios de Babilafuente de Abengoa Bioenergía Nuevas Tecnologías, S.A. (ABNT). | 36,541,37 € | LegalSur | No | Cerrado | |
| Labygema, S.L. | Abengoa Solar España, S.A. | Monitorio 1290/2016 | 02/10/2017 | Juzgado de Primera Instancia nº 3 de Sevilla | 24.736,85 euros de principal, más 698,10 euros de costas | 25,434,95 € | n/a | No | Cerrado | |

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| Alonso Construcciones Túneles y obras del Norte, S.I. | Abelma | Ordinario 1035/2017 | 18/09/2017 | Juzgado 1 Instancia número 9 de Sevilla | 164.723EUR+intereses+costas | 164.723,00 € | LegalSur | No | Abierto | <ul style="list-style-type: none"> Intento de Arbitraje por retenciones vencidas de las obras de Canal de Vinar (Sevilla). Deuda contabilizada. Sin pagarés. Celebrada comparecencia el 3/03 oponiéndose a que el Arbitraje sea conforme a las normas de la Cámara de Comercio de Sevilla. A la espera de que presenten demanda. Recibido burofax solicitando pago bases CII (21/06/17). Tras consultar las retenciones están vencidas y, en principio, había poco que alegar. Analizar contestación/oposición al haberse pactado Arbitraje CCI, Sevilla en pedido. Parece recomendable a primera vista no presentar declinatoria de jurisdicción por coste y plazos Arbitraje CCI. Presupuestado cerrado con Legalsur, 10,5KEUR. 18/09/2017 Se notifica demanda y empieza a contestar. 17/09/2017 Se presenta la contestación a la demanda. Celebrada hoy Audiencia Previa. Se propondrá a Jzgado que solicite de CHG que certifique si ha habido Recepción Definitiva. El Juez desestima toda proposición de prueba y ha dejado el asunto visto para Sentencia. Notificada con fecha 1.6.2018 sentencia condenatoria en contra de Abelma que resulta obligada al pago de 164.7337 euros de principal, más intereses legales desde la fecha del emplazamiento y costas procesales. El 23/2/2018 se notifica firmeza de la sentencia condenatoria. |
| Arcofoto, S.L. | Ute Abastecimiento Cáceres / Befesa Agua, S.A.U. / Cosrucciones Sánchez Domínguez Sando, S.A. | Monitorio 1313/2015 | 25/09/2017 | Juzgado 1 Instancia número 5 de Sevilla | 14,505.15 | 14,505.15 € | Legalsur Abogados. Julián Aguilar | No | Abierto | <ul style="list-style-type: none"> Analizar deuda conjuntamente con Sando. Esta deuda parece no estar contabilizada. 25/09/2017 Se notifica demanda y empieza a contestar. |
| SIEF 2, S.L. | Abelma | Monitorio | 19/10/2017 | Juzgado de Primera Instancia nº 13 de Sevilla | 13,954.20 | 13,954.20 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Segundo monitorio interpuesto por esta empresa. En estudio posibilidades de oposición y declinatoria. Recibida demanda de juicio ordinario el 07/02/2018. Presentamos contestación a la demanda en tiempo y forma. Celebrada AP en julio de 2018 SIEF 2 ha aportado aval por anticipo de retenciones e informes GEI (as los remito si queréis en cuanto los pasemos a pdf). Y ha solicitado interrogatorio de parte (nuestro representante legal) y la declaración como testigo de un empleado propio para acreditar la realización de los servicios. El Juez lo ha admitido todo. Nuestros hemos propuesto la exhibición de pago por OCIDE a SIEF, así como la testifical de Eduardo Alcazar y de María José García Cozón, Directora de Producción de OCIDE (esta por si acaso no resulta bien la exhibición, para que aclare entonces la razón de confirmar el pago en su correo -aunque podremos renunciar si dicha exhibición es concluyente, y así se le puede explicar si os preguntara-). El Juez también lo ha admitido todo. Ha quedado señalada la vista para el 5 de marzo de 2019 a las 11.00. Pagar en periodo voluntario. |
| Electricidad Agua y Gas, S.I. | Abelma | Verbal, notificada Sentencia | 25/09/2017 | Juzgado 1 Instancia número 24 de Sevilla | 1,198.73 | 1,198.73 € | LegalSur | No | | <ul style="list-style-type: none"> Pagar en periodo voluntario. |
| Industrias Electromecánicas GH | Abelma/Codesa/Ute Tenés (Constructora) | Cambiarlo (nº de autos 1120/2017) | 21/09/2017 | Juzgado de Primera Instancia Número 22 de Sevilla | 178.000EUR + 40.000 EUR de interes | 218.000,00 € | n/a | No | Abierto | <ul style="list-style-type: none"> Cuenta embargada. |
| Ingeniería de Aguas del Sur | Abengoa Water, S.L. | Ordinario (número de autos 728/2017) | 15/03/2017 | Juzgado de Primera Instancia Número 25 de Sevilla | 201,922.38 | 201,922.38 € | Por determinar | No | Abierto | <ul style="list-style-type: none"> Deuda reconocida de 201.922 euros. (472.904 es el importe de uno de los pedidos, parcialmente pagado) En análisis con el equipo de proveedores presentada contestación a la demanda de juicio ordinario. Cambian la AP para enero de 2019. En próximo vencimiento pon 23/01/2019 |
| ECB Engineering Firm, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo | 06/10/2017 | Juzgado de Primera Instancia nº 4 de Sevilla | 14.856,65 euros principal + 4456,99 euros intereses y costas. | 19,313.64 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Solicita embargo preventivo de cuentas corrientes y devoluciones de Hacienda. Dado que ya se ha trabado embargo en las cuentas de Inabensa, se ha decido no oponerse al cambio. No se contestó por haberse trabado el embargo. Pendiente de tasación de costas. Se despacha ejecución por 19.313,64 €, ya embargados, pendiente de liquidación de intereses y costas. En su día nos embargaron por intereses y costas 4.456.99. Pendiente de recibir mandamiento de devolución por importe de 641,93 euros. |
| Saucin Galicia | Instalaciones Inabensa, S.A. | Monitorio que pasa a ordinario | 06/10/2017 | Juzgado de Primera Instancia nº 14 de Sevilla | 120,139 | 120,138.98 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Presentada oposición al monitorio en tiempo y forma. monitorio que pasa a ordinario. Recibida demanda - Venca el 14/03/2018 Admitida a trámite contestación a la demanda. Señalada AP para 24/09/2018. Celebrada Audiencia Previa sin mayores incidencias. Vista señalada para el 5 de febrero de 2019. |
| RSG Pack, S.A. | Instalaciones Inabensa, S.A. | Monitorio | 06/10/2017 | Juzgado de Primera Instancia nº5 de Sevilla | 30.525,30 euros | 30,525.30 € | Legalsur | No | Cerrado | <ul style="list-style-type: none"> Presentada oposición al monitorio en tiempo y forma. Recibida diligencia de Ordenación admitiendo nuestra oposición y dando plazo a la actora para que interponga demanda ordinaria. Presentada contestación a la demanda en tiempo y forma. Terminado. Ordinario contemplado en línea 292 de este excel. |
| Roo Montajes Eléctricos, S.L. | Instalaciones Inabensa, S.A. | Ejecución de Títulos judiciales. | 06/10/2017 | Juzgado de Primera Instancia nº16 de Sevilla | 23.642,95 principal+ 6.900 intereses de demora, gastos y costas. | 30,542.95 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Se declaran embargados : devoluciones pendientes de hacienda y cuentas corrientes. |
| Bostran 21, S.L | Instalaciones Inabensa, S.A. | Ordinario | 06/10/2017 | Juzgado de Primera Instancia nº 1 de Sevilla | 18,904.13 | 18,904.13 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Procedimiento que procede de monitorio. Presentada oposición al monitorio en tiempo y forma. admitida nuestra contestación. Señalan la Audiencia Previa para el 22/05/2018. Señalada vista para el 14 de marzo de 2019. |
| Domutel, CB | Instalaciones Inabensa, S.A. | Monitorio | 06/10/2017 | Juzgado de Primera Instancia nº9 de Sevilla | 26.346,07 euros | 26,346.07 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Presentada oposición al monitorio en tiempo y forma. Admiten nuestra oposición a la demanda y dan traslado a Domutel para presentar demanda ordinaria. recibida demanda de ordinario. Plazo para contestar vence el 07/02/2018. Presentado escrito de contestación presentada oposición a monitorio en tiempo y forma. Admitida a trámite contestación a la demanda. Señalada AP para 27/09/2018. Celebrada AP, en la que este asunto quedó visto para stc. Recibida sentencia condenatoria. La parte contraria ha presentado solicitud de tasación de costas en el Juzgado. Parece que la tasación de costas no es lía correcta. La solicitud de tasación fue de 3.647,83 €, pero el Juzgado aprueba 3.827,83 €, porque han sumado la tasa judicial dos veces (180 €). Hemos solicitado que se corrija. El 18/12/2018 se ordena transferencia para consignación del principal (26346,07 euros) en la cuenta del consignaciones del Juzgado. |
| Gestión Técnica de Instalaciones y Proyectos, S.L (Getisa). | Instalaciones Inabensa, S.A. | Monitorio | 06/10/2017 | Juzgado de Primera Instancia nº20 de Sevilla | 22.119,27 euros | 22,119.27 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Este subcontratista presentó solicitud de concurso necesario en 2016. Se le abonó parte de la deuda. El importe reclamado es el correspondiente a unas retenciones de garantía, de las que se ha hecho uso por mala ejecución de los trabajos. Hay causa de oposición. Presentada oposición al monitorio en tiempo y forma. recibida diligencia estableciendo plazo para que presente demanda de juicio ordinario Getisa. presentada oposición a la demanda de ordinario el 13/02/2018. señalada AP para el 10/04/2018. suspensiva AP prevista para el 10/04/2018. Se señala de nuevo para el 30/04/2018. Celebrada AP. Señalada vista el 18/06/2018. Celebrada vista. A la espera de sentencia. |
| Plasacar, S.L. | Instalaciones Inabensa, S.A. | Monitorio | 06/10/2017 | Juzgado de Primera Instancia nº 9 de Sevilla | 12.381,08 euros | 12,381.08 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Presentada oposición al monitorio en tiempo y forma. recibida demanda de juicio ordinario. Venca 21/03/2018. no se ha contestado a la demanda, pues el plazo ha quedado en suspenso en tanto la contraparte aporte parte de la documentación contestación de ordinario para el 07/06/2018. Señalada AP para el 12/12/2018. Celebrada AP y visto para sentencia. Recibida sentencia condenatoria. |
| Inprocess Technology and Consulting Group S.L. | Abengoa Bioenergía Nuevas Tecnologías, S.A. | Monitorio Transformado en ordinario (1837/2017) | 14/12/2017 | Juzgado de Primera Instancia número 16 de Sevilla | 74,015.66 | 74,015.66 € | | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar o pagar. Contestado el 31/10/2017 y recibida diligencia donde se requiere a la parte actora para que presente demanda de procedimiento ordinario. Monitorio notificado el 02/10/2017 - Ordinario notificado el 14/12/2017. Tenemos 20 días hábiles para contestar el ordinario. Presentada la contestación el 15/01/2017. Admiten a trámite la contestación y fijan la audiencia previa para el 28 de mayo de 2018 a las 10.00. Se ha modificado la audiencia previa al 11 de junio de 2018 a las 10.00. Cerrado acuerdo transaccional para el pago del principal y costas, renunciando a intereses, a pagar hasta el 31 de julio. Recibida mediante abogados la demanda de procedimiento ejecutivo el 6 de septiembre de 2018. |
| Mabor Limpiezas Industriales, SLU | Abengoa Solar New Technologies, S.A. | Monitorio (1127/2017) | 19/10/2017 | Juzgado de Primera Instancia nº 21 de Sevilla | 6,949.00 | 6,949.00 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar o pagar. A la espera de ver si podemos pagar. |
| SIEF 2, S.L. | Abelma | Juicio Monitorio 1239/2017 | 21/09/2017 | Juzgado de Primera Instancia nº 19 de Sevilla | 21,821.13 | 21,821.13 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Presentada oposición al monitorio en tiempo y forma. Recibida diligencia de ordenación admitiendo nuestra oposición y dando plazo a Sief 2 para presentar demanda ordinaria. admitida a trámite nuestra contestación. La vista ha quedado señalada para el 10/07/2018. |
| Praxair España, SL | Abengoa Solar España, S.A. | Monitorio 887/2017 | 19/10/2017 | JPI nº4 de Sevilla | 17.541,66 euros de principal | 17,541.66 € | n/a | No | Abierto | <ul style="list-style-type: none"> Se está estudiando junto a Compras la posible oposición. Firmado acuerdo de pago con una quita de 3120 euros, junto a la renuncia a intereses y costas, y mediante el cual se acuerda el desistimiento del proveedor en el procedimiento una vez recibido el justificante del pago. |
| Iberfluid Instruments, S.A. | Ute Abener Ghenova Ingeniería, S.L. / Abener, Abainsa | Ejec Titulo Judicial 1222/2018 (proviene de Ordinario 1031/2017) | 04/09/2017 | Juzgado de 1a Instancia 9 de Sevilla | 142,868.57 € | 142,868.57 € | AJ | No | Abierto | <ul style="list-style-type: none"> 04/09/2017 Se recibe emplazamiento para comparecer y costear en plazo de 20 días. 02/10/2017 Se presenta contestación a la demanda. 15/11/2017 Se notifica decreto de admisión de contestación a la demanda y señala AP para el 10/05/2018 a las 10.00h. Celebrada vista. No nos ha admitido la prueba testifical y queda visto para sentencia. 21.5.2018 se notifica la sentencia condenatoria en el procedimiento Ordinario 1031/2017 seguido contra Abainsa Engineering, Abener Energía y UTE Abener Ghenova Ingeniería por Iberfluid Instruments. Se condena al pago, solidariamente, de la totalidad de la cantidad reclamada 109.968,57 euros más los intereses desde la fecha de emplazamiento más las costas procesales causadas. El 5/7 notificada firmeza de la sentencia recaída. 20/7/2018 se presenta demanda en ejecución de sentencia firme condenatoria al pago de 109.968,57 euros de principal + 32.900 de intereses y costas. |
| Juan Torrado Zahinos | Abener Energía S.A. / Teyma S.A. / Ute Abener Teyma Solaben Logrosan VI / Ute Abener Teyma Solaben Logrosan I | Monitorio 995/2017 | 18/09/2017 | Juzgado de 1a Instancia 19 de Sevilla | 10,177.48 | 10,177.48 € | AJ | No | Abierto | <ul style="list-style-type: none"> 18/09/2017 Se recibe requerimiento para oposición al pago. 18/10/2017 Se presenta escrito de Teyma y de Abener para oponerse por no tener representación procesal la actora. Las Utes no contestan por estar disueltas. |
| Cimbra, Estructuras y Ferralla, S.L.U | Instalaciones Inabensa, S.A. | Monitorio 1082/2017 | 02/11/2017 | Juzgado de Primera Instancia nº14 de Sevilla | 13,242 euros | 13,242.00 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> En estudio posibilidades de oposición. presentada oposición en tiempo y forma. recibida diligencia de ordenación con la admisión a trámite de la oposición y dando plazo a la actora para presentar demanda ordinaria. recibida demanda ordinaria el 08/02/2018. presentamos contestación a la demanda en tiempo y forma. Admitida a trámite contestación a la demanda. Señalada AP 25/09/2018. Señala nueva Audiencia Previa para el 21/01/2019. Ojo que Legalsur ya ha facturado AP de sept. que no nos vuelvan a facturar |
| Oficina Técnica Grupo Alta Tensión, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo 727/2017 | 02/11/2017 | Juzgado de Primera Instancia nº3 de Sevilla | 48.393,64 euros de principal + 14.518,09 en concepto de intereses de demora, gastos y costas. | 62,911.73 € | Sin decidir | No | Abierto | <ul style="list-style-type: none"> En estudio posibilidades de oposición pues esta empresa ya presentó otra demanda. Problema en este caso: solicitan embargo preventivo de cuentas. Pendiente de verificar si el embargo preventivo se ha trabado. No vamos a oponernos ya que se ha trabado el embargo. Transformado en ordinario. Presentada contestación a la demanda. Admitida contestación y señalada Audiencia Previa el 11/04/2018 a las 10:50 horas. ha quedado visto para sentencia. Recibida tasación de costas y recibido mandamiento de pago de devolución de BK aprox. A la espera de recibir decreto de terminación del procedimiento. |

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|---|--|---|------------|--|---|--------------|---|----|---------|--|
| Servicios Topográficos y Urbanismo, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo 935/2017 | 02/11/2017 | Juzgado de Primera Instancia nº10 de Sevilla | 2.722,50 euros de principal + 816,75 euros en concepto de intereses de demora, gastos y costas. | 3.539,25 € | Sin decidir | No | Abierto | <ul style="list-style-type: none"> En estudio posibilidades de oposición. Solicitan embargo preventivo de cuentas. Pendiente de verificar si el embargo preventivo se ha trabajado. no se ha contestado el cambio. Se queda a la espera de recibir el embargo. Recibida Tasación de costas por importe de 671 euros. Ejecución de títulos judiciales 1893/2017, que dimana del procedimiento cambiario 935/2017, por 799 € de costas y 2.985 € de intereses. Abonado principal, costas e intereses de primera instancia. A la espera de recibir costas de ejecución. |
| Edas Ingenieros, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo 900/2017 | 02/11/2017 | Juzgado de Primera Instancia nº13 de Sevilla | 55.190,82 euros de principal + 2.515,63 euros de gastos +9.500 euros en concepto de intereses de demora, gastos y costas. | 67.206,45 € | Sin decidir | No | Abierto | <ul style="list-style-type: none"> En estudio posibilidades de oposición. No solicitan embargo preventivo Presentada oposición al procedimiento cambiario en tiempo y forma. recibido auto en el que se acuerda el embargo preventivo y por tanto, retención en cuenta del importe total reclamado. Presentado albanamiento antes de la vista. A la espera de sentencia. Recibida sentencia. El 19/06/2018 el Juzgado acuerda entregar la cantidad embargada al demandante. Entregan a cuenta del principal 17.582,37 euros. Quedan 40.124,08 euros pendientes de pago. |
| Framaval, S.A. | Instalaciones Inabensa, S.A. | Ordinario 1249 /2017 | 02/11/2017 | Juzgado de Primera Instancia nº18 de Sevilla | 12.238,56 | 12.238,56 € | Sin decidir | No | Abierto | <ul style="list-style-type: none"> En estudio posibilidades de oposición. Proviene de una oposición a un monitorio. Admiten a trámite nuestra contestación a la demanda de Framaval y señalan la audiencia previa para el 4 de junio de 2018 a las 9.30. nos hemos allanado en la audiencia previa. A la espera de sentencia. Notificada sentencia condenatoria el 13/06/2018. Recibida sentencia condenatoria. Llegó Sentencia. 13/06/18. Recibida sentencia condenatoria. Son 20 días hábiles para firmeza y otros 20 de cumplimiento voluntario, antes de ejecución. Recibida tasación de costas del procedimiento ordinario por importe de 3.121,72 euros. Recibida demanda de ejecución de sentencia. El 23/10/2018 recibida aprobación de tasación de costas por importe de 3.121,72 euros. El 07/11/2018 Recibido decreto y auto de ejecución por importe de 12.238,56 de principal + 3.600 de intereses y costas. Abonado 15.838,56 € en la cuenta de consignaciones del Juzgado. |
| Auxiliar de Montajes Alfa, S.L. | Instalaciones Inabensa, S.A. | Monitorio 740/2017 | 02/11/2017 | Juzgado de Primera Instancia nº5 de Madrid | 305.365,40 euros | 305.365,40 € | Sin decidir, probablemente Ramón y Cajal salvo que proceda declinatoria de competencia. | No | Abierto | <ul style="list-style-type: none"> En estudio posibilidades de oposición. presentada oposición en tiempo y forma. Admitida a trámite oposición. Dan plazo al proveedor para presentación de demanda ordinaria. Presentada demanda de juicio ordinario. Presentada contestación a la demanda en tiempo y forma. Audiencia previa señalada para el 06/11/2018. El 06/11/2018 se ha celebrado la AP en Madrid. La parte contraria, ha solicitado la declaración de Paula Moreira y Manuel Guerrero. La vista ha quedado señalada para el 21/02/2019. |
| Leonidus | Instalaciones Inabensa, S.A. | Cambiarlo 354/2017 | 07/11/2017 | Juzgado de Primera Instancia nº2 de León | 3.206,42 de principal +961,02 en concepto de intereses, gastos y costas. | 4.168,34 € | Legalsur, pues ya conció de otro asunto con este proveedor. | No | Cerrado | <ul style="list-style-type: none"> Pagado. |
| Construcciones Aval, S.L. | Instalaciones Inabensa, S.A. | Cambiarlo 1303/2017 | 24/11/2017 | Juzgado de Primera Instancia nº 20 de Sevilla | 20.115,40 euros principal (18.134,00 € de pagarés+ 624,35 € de gastos+1.357,05 € intereses hasta demanda) + 5.000 euros presupuestados para intereses y costas. | 25.115,40 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> No se acuerda el embargo preventivo, aunque se solicitó. Presentada oposición al procedimiento y declinatoria de competencia en tiempo y forma. El 08/11/2018 nos notifican impugnación a nuestra oposición cambiaria. Señalada vista para 14/01/2019. |
| Comsa Service Facility, S.A. | Instalaciones Inabensa, S.A. | Ejecución de títulos judiciales 1024/2016 | 24/11/2017 | Juzgado de Primera Instancia nº 2 de Sevilla | n/a | 0,00 € | AJ | No | Cerrado | <ul style="list-style-type: none"> No nos consta procedimiento abierto con este proveedor y en SAP no aparece deuda. Nos emplazan para que en 5 días (antes del 11/12/17) designemos bienes no afectos a la actividad sobre los que despachar la ejecución, o en caso contrario, se embarguen cuentas bancarias y devoluciones de AEAT. Vamos a intentar averiguar en el Juzgado de qué asunto se trata. Este asunto es el mismo que el de Emte Services (se ha producido un cambio de denominación social en el demandante). Por lo que lo actualizamos en el asunto de Emte Services. Hemos recibido demanda de ejecución. en nov de 2018. A la espera de conocer si procede o no la deuda. Probablemente presentemos oposición al monitorio. presentada oposición al monitorio en tiempo y forma. recibida diligencia de ordenación admitiendo nuestra oposición y otorgando plazo a la demandante para presentar demanda en el plazo de un mes. recibida demanda de juicio ordinario. Venzo plazo para la contestación el 07/05/2018. Presentada contestación en tiempo y forma. Señalada AP el 29/01/2019. |
| Clinica Esperanza de Triana, S.A. | Instalaciones Gestión Integral de Recursos Humanos, S.A. | Monitorio 1138/2017 | 27/11/2017 | Juzgado de Primera Instancia nº 1 de Sevilla | 177.475 euros | 177.475,00 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Se acuerda embargo preventivo de bienes. A la espera de que confirmen desde la sociedad si lo han trabajado sobre las cuentas. presentada declinatoria de competencia y oposición cambiaria en tiempo y forma. |
| Movicontex S.L. | Abengoa Infraestructuras y Medio Ambiente, S.A. (Abeima) | Cambiarlo 1306/2017 | 28/11/2017 | Juzgado de Primera Instancia nº 4 de Sevilla | 18.234,22€ de principal + 820,54 € de gastos bancarios + 6.000 euros de intereses y costas | 25.054,76 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar. Contestada el día 28 de diciembre de 2017. Admiten a trámite la contestación y fijan audiencia previa para el 16 de mayo de 2018 a las 12.25 horas. Albanamiento presentado el 14/05 y suspendida la vista. Recibida sentencia condenatoria por 68.771,78 euros. |
| Soluciones Integrales de Andalucía | Abengoa Solar New Technologies, S.A. | Ordinario (1545/2017) | 27/11/2017 | Juzgado de Primera Instancia nº 27 de Sevilla | 68.771,78 | 68.771,78 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar o pagar. Abonado el 28 de diciembre de 2017. |
| Servicio de Contenedores Higiénicos Sanitarios (Serkonten) | Abengoa Solar New Technologies, S.A. | Monitorio (1432/2017) | 27/11/2017 | Juzgado de Primera Instancia nº 22 de Sevilla | 807,43 | 807,43 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar o pagar. Abonado el 28 de diciembre de 2017. |
| Elektra Andalucía XXI | Abengoa Solar New Technologies, S.A. | Monitorio (1629/2017) | 27/11/2017 | Juzgado de Primera Instancia nº 14 de Sevilla | 3.327,72 | 3.327,72 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar o pagar. Abonado el 28 de diciembre de 2017. |
| Euro-Funding Advisory Group | Abengoa Innovación, S.A. | Ordinario (1630/2017) | 27/11/2017 | Juzgado de Primera Instancia nº 3 | 133.591,53 | 133.591,53 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar. Contestada el día 28 de diciembre de 2017. Admiten a trámite nuestra contestación y señalan la audiencia previa para el 27 de febrero de 2019 a las 10.30 horas. (22/01/2018). |
| Recons Aljarafe S.L. | Abengoa Solar New Technologies, S.A. | Monitorio (1042/2017) | 05/12/2017 | Juzgado de Primera Instancia nº 13 de Sevilla | 26.869,26 € | 26.869,26 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar. Contestada el día 28 de diciembre de 2017. Recibida diligencia (el 23/01/2018) para requerir a la actora a que en el plazo de un mes presente demanda de procedimiento ordinario. Han presentado la demanda de procedimiento ordinario. Tenemos hasta el 29/05 para contestarla. |
| Portillo Telecomunicaciones, S.L. | Instalaciones Inabensa, S.A. | Juicio Cambiarlo 1712/2017 | 20/12/2017 | Juzgado de Primera Instancia nº 5 de Sevilla | 4.750€ de principal y 1425,15€ intereses, gastos y costas. | 6.175,15 € | Legalsur | No | Cerrado | <ul style="list-style-type: none"> El juzgado ha ejecutado embargo por importe de 6.175,65€ sobre una cuenta de Inabensa en el Santander. no vamos a presentar oposición al cambiario pues ya se ha trabajado embargo preventivo del importe de la reclamación + intereses y costas. Estaremos pendientes de tasación de costas para solicitar el sobrante del embargo trabajado. Recibida tasación de costas. Recibido el 02/07/2018 mandamiento de pago a favor de Inabensa por sobrante por importe de 346 euros y archivo de actuaciones. |
| Gallega Mecánica SLU | Instalaciones Inabensa, S.A. | Juicio Ordinario 1457/2017 | 20/12/2017 | Juzgado de Primera Instancia nº 10 de Sevilla | 413.431,87€ de principal más intereses y Costas | 413.431,87 € | Legalsur | No | Cerrado | Satisfacción extraprocesal. Desistimiento. |
| 4 Plus Ingenieros y Arquitectos SL | Instalaciones Inabensa, S.A. | Juicio Monitorio 1008/2017 | 21/12/2017 | Juzgado de Primera Instancia nº 43 de Madrid | 1.936,00€ de principal y más intereses, gastos y costas. | 1.936,00 € | Legalsur | No | Cerrado | Satisfacción extraprocesal. Desistimiento. |
| Alicia | Abengoa Research, S.L. | Monitorio notarial | 10/01/2018 | Notario José Luis Lledó González | 235.089,69 más 33.798,10 de intereses | 268.887,79 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para pagar o contestar. |
| Alicia | Abengoa Bioenergía Nuevas Tecnologías, S.A. | Monitorio notarial | 10/01/2018 | Notario José Luis Lledó González | 139.909 más 20.358,73 de intereses | 160.267,73 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para pagar o contestar. |
| Reimpar Geoinstalaciones S.L.(antes Restauraciones Paradas, S.L.) | Instalaciones Inabensa, S.A. | Monitorio | 17/01/2018 | Juzgado de Primera Instancia nº 21 de Sevilla | 27.580,02 euros | 27.580,02 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> presentada oposición al monitorio en tiempo y forma. A la espera de recibir demanda de juicio ordinario. Recibida demanda de juicio ordinario. El 12/12/2018 vence el plazo para presentar contestación. Celebrada AP el 14/02/2018. Ha quedado fijada para el 20/01/2019. |
| Tamos, S.A. | UTE Abeima Agadir I | | 08/01/2018 | Arbitraje CCI. Sede Madrid. Ley española | 117.318,50 euros + intereses demora + costas | 117,318,50 € | Pendiente | No | Cerrado | |
| Isotrón, S.A. | Abengoa Water | Ordinario 1908/2017 | | Juzgado de Primera Instancia nº 19 de Sevilla | 119.316,09 de principal | 119,316,09 € | | No | | <ul style="list-style-type: none"> Sentencia condenatoria de fecha 11-9-2018 condena al pago de 119.346,09 de principal + intereses y costas |
| Isotron, S.A. | UTE Paulputs | | 18/01/2018 | Arbitraje Corte de la Cámara de Comercio de Sevilla. Ley española. | 6.888,58 euros más intereses y gastos más 275,55 euros por gastos de devolución pagados devueltos más sus intereses. | 7,164,13 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> En estudio. 6.888,58 euros más intereses y gastos más 275,55 euros por gastos de devolución pagados devueltos más sus intereses. Notificado el 16-5-2018 plazo hasta el 22/5 para proceder al pago de 1.081,80 euros por honorarios provisionales + 180,35 por gastos administrativos (IVA no incluido). Idem para la contraparte. Si no procedemos al pago es previsible que la contraparte asuma el pago por las dos partes. Pendiente de que equipo de compras. Notifica que se establece el día 15/6/2018 a las 10.00, previa aceptación el 30/5 de la designación de Jesús Boreas como árbitro, para fijar los puntos que se someten a la decisión arbitral. Notificación del laudo condenatorio el 23/10/2018. Ver posibilidades de negociar un acuerdo de pagos. En el caso de que no sea posible, presentaremos oposición. |
| Estudio de Comunicación, S.A. | Abengoa, S.A. | Monitorio | 24/01/2018 | Juzgado de Primera Instancia nº 9 de Sevilla | 193.600 euros | 193.600,00 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Ver posibilidades de negociar un acuerdo de pagos. En el caso de que no sea posible, presentaremos oposición. |
| Impuestalia, S.L. | Abengoa, S.A. | Ordinario | 24/01/2018 | Juzgado de Primera Instancia nº 13 de Sevilla | 76.863,33 euros | 76.863,33 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Ver posibilidades de negociar un acuerdo de pagos. En el caso de que no sea posible, presentaremos oposición. |
| Auxer Servicios Auxiliares | Instalaciones Inabensa, S.A. y Asignia Infraestructuras, S.A | Ordinario | 24/01/2018 | Juzgado de Primera Instancia nº 35 de Madrid | 24.928,13 euros | 24.928,13 € | Ver si Legalsur o Ricardo Mtez. | No | Cerrado | <ul style="list-style-type: none"> Ver con la sociedad, al estar relacionado con Ute Hospital Costa del Sol. Acuerdo de satisfacción extraprocesal. Desistimiento. |
| Johnsons Controls España, S.L. | Instalaciones Inabensa, S.A | Monitorio | 24/01/2018 | Juzgado de Primera Instancia nº 15 de Sevilla | 332.754,82 euros | 332.754,82 € | Legalsur | No | Cerrado | Acuerdo de satisfacción extraprocesal. Desistimiento. |
| RGS Pack | Instalaciones Inabensa, S.A | Ordinario 1856/2017 procedente de monitorio | 23/01/2018 | Juzgado de Primera Instancia nº 5 de Sevilla | 28.700,31 euros | 28.700,31 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Ver con la sociedad si es posible negociar. Presentada contestación a la demanda en tiempo y forma. Celebrada Audiencia previa. Señalada vista para el 29/05/2019. |
| Pedro Gil Construcciones Mecánicas, S.L. | Abeima | Ejec. Tit Judicial 561/2018 (proviene de Monitorio) | 24/01/2018 | Juzgado de Primera Instancia nº 10 de Sevilla | 89.094,60 euros | 115.094,60 € | Ricardo Mtez. | No | Abierto | <ul style="list-style-type: none"> Ver con la sociedad si es posible negociar. Quedó presentada oposición monitorio (RM) 3-5-2018 Auto desestimando recurso de reposición y recurso de revisión. Presentado escrito de la contraparte sobre pronunciamiento costas. Presentado escrito contralegado. Auto 28-6-2018 con imposición de costas en ambos recursos 19/9/2018 solicitada ejecución 19/9/2018 embargados 328,99 euros |
| Electricidad Agua y Gas | Abeima | liquidación de intereses derivados de la aprobación de la tasación de costas. | 24/01/2018 | Juzgado de Primera Instancia nº 24 de Sevilla | 216,52 euros | 216,52 € | n/a | No | Abierto | n/a |
| Atlas Copco, SAE | Abeima | Monitorio | 24/01/2018 | Juzgado de Primera Instancia nº 2 de Sevilla | 47.473,29 euros | 47.473,29 € | Ricardo Mtez | No | Abierto | <ul style="list-style-type: none"> Ver con la sociedad si es posible negociar. Quedó presentada oposición monitorio (RM) |
| Virton, S.A. | Abeima | Monitorio | 24/01/2018 | Juzgado de Primera Instancia nº 2 de Sevilla | 412.090,71 euros | 412.090,71 € | Ricardo Mtez | No | Abierto | <ul style="list-style-type: none"> Ver con la sociedad si es posible negociar. presentada declinatoria de competencia. A la espera de resolución de la misma. monitorio presentada declinatoria de competencia. (RM) estimada la declinatoria de competencia. A la espera de que Virton presente recurso. |
| Industrias Electromecánicas, S.L | Ute Desaladora Temes, Codesa y Abeima | Ejecución de títulos judiciales dimanante de juicio cambiario. | 24/01/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 27.488,88 euros procedentes de la liquidación de costas e intereses. | 27.488,88 € | n/a | No | Abierto | <ul style="list-style-type: none"> No se trata de una nueva demanda, sino de aprobación de intereses y costas. Este supuesto se satisface con importe derivado de embargo preventivo. Sólo queda para cerrar este asunto recibir el sobrante. |
| Industrias Electromecánicas IGH | Abener Energía, S.A. y Teyma, Gestión de Contratos de Construcción y Energía, S.A. | Monitorio nº 1833/2017. | 24/01/2018 | Juzgado de Primera Instancia nº 5 de Sevilla | 154220,40 euros | 154.220,40 € | Ricardo Mtez | No | Abierto | <ul style="list-style-type: none"> Ver con la sociedad si es posible negociar. Quedó presentada oposición monitorio (RM) presentada oposición a monitorio. Rechazada oposición y se presentará recurso de apelación el día 3/4 Auto ejecución provisional. Recurso apelación presentado. 8-6-2018 trabajado embargo sobre cuenta de Abener por 1.400 eur |
| Instalaciones y Automatismos Valencia SLU | UTE Abeima y Teyma Contratos de Construcción y Energía, S.A. y Teyma, Gestión de Contratos de Construcción y Energía, S.A. | Ordinario nº 1807/2017. | 24/01/2018 | Juzgado de Primera Instancia nº 5 de Sevilla | 55.351,99 euros | 55.351,99 € | Ricardo Mtez | No | Abierto | <ul style="list-style-type: none"> Ver con la sociedad si es posible negociar. Señalada Audiencia Previa para el 31.10.2018 en ordinario. Celebrada AP y señalada de juicio el 11/09/2019 |
| Albor Translation Office, S.L. | Abengoa Solar España, S.A | Monitorio 8/2018 | 24/01/2018 | Juzgado de Primera Instancia nº 16 de Sevilla | 1.245,09 euros | 1.245,09 € | Legalsur | No | Cerrado | |
| TUV Rheinland Iberica Inspection certification & Testing, S.A. | Abengoa Solar España, S.A. | Monitorio 1749/2017 | 24/01/2018 | Juzgado de Primera Instancia nº 20 de Sevilla | 21.666,43 euros | 21.666,43 € | Legalsur | No | Cerrado | |
| Norske Veritas Business Assurance España SL | GIRH | Monitorio 1763/2017 | 24/01/2018 | Juzgado de Primera Instancia nº 10 de Sevilla | 1.622 euros | 1.622,00 € | Legalsur | No | Abierto | <ul style="list-style-type: none"> Ver posibilidades de negociar un acuerdo de pagos. En el caso de que no sea posible, presentaremos oposición. |

| | | | | | | | | | | |
|---|--|---|------------|--|--|--------------|----------------------------------|----|---------|---|
| DNV GL Business Assurance España, S.L. | Abengoa Innovación, S.A. | Monitorio (1868/2017) | 24/01/2018 | Juzgado de Primera Instancia nº 24 de Sevilla | 12.342,00 € | 12.342,00 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Firmado acuerdo extrajudicial. Una vez hecha la transferencia, se les remitirá copia del justificante y presentará desistimiento del procedimiento. |
| DNV GL Business Assurance España, S.L. | Abengoa Solar New Technologies, S.A. | Monitorio (1830/2017) | 24/01/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 33.822,00 € | 33.822,00 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para pagar o contestar. Contestado el 20 de febrero de 2018. Recibido auto en el que el juez admite la oposición de ASNT por falta de motivación. Oposición de ASNT por falta de motivación. Presentado recurso de apelación el 04/04/2018. Impugnado el recurso el 12/04. Recibido auto donde el juez deniega la ejecución solicitada por la otra parte. Recibida tasación de costas (5311,48 euros). |
| Soluciones Integrales de Andalucía | Abengoa Research, S.L. | Ordinario (1493/2017) | 24/01/2018 | Juzgado de Primera Instancia nº 10 de Sevilla | 29.274,21 € | 29.274,21 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para pagar o contestar. Contestado el 21 de febrero de 2018. Recibida diligencia de ordenación, donde dan traslado a la actora para que en el plazo de 5 días alegue lo que conenga, ya que hemos solicitado el archivo de las actuaciones. |
| Interlegalis D.O.O. | Instalaciones Inabensa, S.A | Ordinario (procede de monitorio) 1674/2017 | 31/01/2018 | Juzgado de Primera Instancia nº 14 de Sevilla | 28.946,902 euros | 28.946,90 € | Ver si Legalsur o Ricardo Mtnez. | No | Cerrado | Cerrado por satisfacción extraprocesal. |
| Det Norske Veritas Business Assurance España, S.L. | Instalaciones Inabensa, S.A | Monitorio 1841/2017 | 31/01/2018 | Juzgado de Primera Instancia nº 25 de Sevilla | 22.070,46 euros | 22.070,46 € | Ver si Legalsur o Ricardo Mtnez. | No | Abierto | <ul style="list-style-type: none"> Ver con la sociedad la procedencia de la deuda y las posibilidades de llegar a un acuerdo. presentado escrito de oposición al monitorio en tiempo y forma. admitida a trámite nuestra oposición. Se da traslado a la parte contraria para que presenten demanda de juicio ordinario. se ha procedido al archivo de monitorio. A la espera de demanda de procedimiento ordinario. Reclamación 22.070,46 euros. Vence plazo contestación el 31/7/2018. Presentada declinatoria de jurisdicción el 26/7/2018. Desestimada declinatoria. Presentada contestación a la demanda de juicio ordinario. |
| Industrias Mecánicas de Extremadura | Instalaciones Inabensa, S.A | Cambiarlo 1583/2016 | 31/01/2018 | Juzgado de Primera Instancia nº 12 de Sevilla | 13.054,46 Euros de principal + 4.186 Euros de intereses de demora. | 18.140,46 € | Ver si Legalsur o Ricardo Mtnez. | No | Abierto | Se decreta el embargo preventivo de las obligaciones pendientes de la AEAT así como de las fincas nº 29456 y nº 18384. Ver con la sociedad la procedencia de la deuda y las posibilidades de llegar a un acuerdo. |
| Ipsateq Consult SRL | Instalaciones Inabensa, S.A | Monitorio 946/2017 | 31/01/2018 | Juzgado de Primera Instancia nº 8 de Sevilla | 23.747 Euros. | 23.747,00 € | Ver si Legalsur o Ricardo Mtnez. | No | Cerrado | Satisfacción extraprocesal. Recibida terminación del procedimiento. |
| Biomed, S.L. | Abengoa Bioenergía Nuevas Tecnologías, S.A. | Ejecución Título Judicial 1486/2018 (proviene de Ordinario 686/2018 que proviene de Monitorio (75/2018) | 01/02/2018 | Juzgado de Primera Instancia nº 25 de Sevilla | 104.537 | 104.537,00 € | | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para pagar o contestar. Contestado el 01/03/2018. La otra parte ha presentado demanda de procedimiento ordinario. Tenemos hasta el 05/07 para contestarlo. Presentado allanamiento el 05/07/2018. Recibida sentencia de 27 de julio de 2018 en la que se nos condena en costas. 24/9/2018 se dicta sentencia condenatoria al pago Notificado el 3/12/2018 Dior con mandamiento de pago Solicitado el 13/12/2018: 1. mejora de embargo sobre cantidades pendientes de cobro de la AEAT (embargados 52.961,58 euros y declara pendiente de cobro 36.921,12 euros + 26.964,81 presupuestado para intereses y costas; 2. solicita mandamiento de pago por 29.480,22 euros ingresadas en la cuenta de consignaciones; |
| Algeco Construcciones Modulares, SLU | Abengoa Solar New Technologies, S.A. | Verbal (115/2018) | 07/02/2018 | Juzgado de Primera Instancia nº 16 de Sevilla | 4.699,64 | 4.699,64 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> Tenemos 10 días para comparecer. Contestado el 20 de febrero de 2018. Contestado el 07/03/2018. Solicitan la testifical de Marta Santana y fijan la vista para el 25/09/2018. Recibida diligencia para librar oficio a la policía nacional para averiguar el DNI de Marta Santana. Mantenido la vista el 25/09. La clave está en si el Juez entiende que el cruce de correos supone un reconocimiento de deuda o se trata de una negociación que no se materializó porque no se llegó a firmar el acuerdo. Recibida sentencia condenatoria donde nos condenan al pago del principal, intereses y costas. |
| Albor Translation Office, SL | Abengoa Solar New Technologies, S.A. | Monitorio (20/2018) | 07/02/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 5.181,84 | 5.181,84 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para pagar o contestar. Contestado el 07/03/2018. Han remitido el procedimiento a decanato para ser turnado como demanda de procedimiento ordinario. |
| Coordinadora Internacional de Cargas, S.A. | Abencor Suministros, S.A. | Ejecución de títulos judiciales. | 07/02/2018 | Juzgado de Primera Instancia nº 2 de Sevilla | 117.757,79 usd (95996,78 euros) + 30.028,24 euros presupuestados para intereses y costas + los hitos que se vayan incumpliendo del acuerdo de pagos homologado judicialmente: 57.655,11 usd (31/12/2017), 172.965,33 usd (30/06/2018) y 57.655,11 usd (31/12/2018) | 126.025,02 € | a especificar | No | Abierto | <ul style="list-style-type: none"> Fecha de contestación (en su caso): 21/02/2018 (para presentar oposición a la ejecución y relación de bienes y derechos ex artículo 589 LEC) Deuda reclamada procedente de incumplimiento de acuerdo de novación homologado judicialmente (viene de acuerdo transaccional con el que se puso fin a procedimiento ordinario y que se homologó judicialmente). |
| AMG Energía y Telecomunicaciones, S.L. | Instalaciones Inabensa, S.A. | Ordinario 610/2018 (proviene de monitorio 1884/2017 | 06/02/2018 | Juzgado de Primera Instancia nº 19 de Sevilla | 76.222 euros | 76.222,00 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> Comentar con la sociedad si procede o no la deuda. presentada oposición a monitorio en tiempo y forma. A la espera de recibir demanda de juicio ordinario. No se contesta y se recibe declaración de rebeldía. Señalada AP para 27/11/2018. Tras la AP ha quedado visto para sentencia. Notificada el 3/12/2018 sentencia condenatoria al pago de principal + intereses y costas |
| Isotrón, S.A. | Abengoa Water, S.L. | Ordinario 1908/2017 | 01/02/2018 | Juzgado Primera Instancia Nº 19 de Sevilla | 140.520,52 euros + intereses demora + costas | 140.520,52 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> señalada audiencia previa para el 5 de julio Interpuesto por Isotrón vs Abengoa Water. 5/7/2018 celebrada vista; entrada en poner en duda la tabla de intereses incorporada a la demanda. Ha quedado visto para sentencia. |
| Rojas y Valero, S.L | Instalaciones Inabensa, S.A. | Ordinario 1743/2017 | 20/02/2018 | Juzgado de Primera Instancia nº 13 de Sevilla | 69.560,87 euros (59.097,48 euros de principal+ 10.463,39 euros de intereses de demora) | 69.560,87 € | Ricardo Martínez | No | Abierto | Deuda reclamada procedente de incumplimiento de acuerdo de novación de todos incumplidos. Se adjuntan facturas, correos electrónicos, propuesta de acuerdo de novación. |
| Protón Ingenieros, S.L.P.U | Contratos de Construcciones e Instalaciones, S.A. | Monitorio 211/2018 | 16/02/2018 | Juzgado Primera Instancia Nº 20 de Sevilla | 4.319,70 EUR + intereses demora + costas | 4.319,70 € | Ricardo Martínez | No | Abierto | En estudio |
| Tradindgo, S.L. | Abengoa Water S.L. | Monitorio 1911/2017 | 16/02/2018 | Juzgado Primera Instancia Nº 3 de Sevilla | 6.352,35 EUR de los 5.404,30 EUR principal + 948,05 EUR intereses demora + costas | 6.352,35 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> Presentada nuestra oposición en monitorio 22/10/2018 Notificada demanda en ordinario 20/11/2018 Presentada contestación a la demanda en ordinario |
| Electrofil Andalucía, S.A. | Abengoa Water S.L. | Ordinario 721/2018 (proviene de Monitorio 1993/2017 | 16/02/2018 | Juzgado Primera Instancia Nº 18 de Sevilla | 8.616,71 EUR + intereses demora + costas | 8.616,71 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> Presentada nuestra oposición en monitorio. Recibida demanda de juicio ordinario. Presentado allanamiento por AW. A la espera de sentencia. Recibida sentencia condenatoria el 12/07/2018 contra Abengoa Water (incluye condena en costas) Solicitada el 19/9/2018 ejecución con investigación patrimonial + requiriendo al administrador único para que se entregue información al respecto. Recibido decreto acordando acordando la cuantía de las costas del procedimiento ordinario en 1.512,51 euros. |
| Electricidad Agua y Gas, S.L | Abelma | Verbal 86/2017 | 16/02/2018 | Juzgado Primera Instancia Nº 24 de Sevilla | liquidación de intereses 216,52 EUR. Obligada la condenada, a la espera de notific. de embargo | 216,52 € | - | No | Abierto | - |
| División de Transports J.L Pantja, S.L. | Abengoa Water | Ejecución Forzosa laudo arbitral 614/2017 | 16/02/2018 | Juzgado Primera Instancia Nº 4 de Sevilla | Tasación en costas 734,97 euros | 734,97 € | - | No | Abierto | - |
| Nissan Motor Co Ltd | Zero Emissions Technologies, S.A. | Ordinario 1181/2017 | 23/02/2018 | Juzgado de lo Mercantil nº 6 de Madrid | Solicitan la caducidad del nombre comercial Zeroemissions y la imposición de costas | - | - | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar. Tenemos hasta el 23/04 para contestar. Se ha decidido no contestar. Presentado escrito de allanamiento en el juzgado para que no nos condenen en costas. |
| Araoz, S.L. | Eucomsa | Monitorio 70/2018 | 22/02/2018 | Juzgado de Primera Instancia e Instrucción nº 2 Utrera | 507,72 euros | 507,72 € | n/a | No | Abierto | Se ha acordado suspensión del procedimiento y acuerdo de pagos. |
| Grupo Gametrans, S.L | Eucomsa | Monitorio 71/2018 | 22/02/2018 | Juzgado de Primera Instancia e Instrucción nº 2 Utrera | 1.149,50 euros | 1.149,50 € | n/a | No | Abierto | Se ha acordado suspensión del procedimiento y acuerdo de pagos. |
| Norteña de Comercialización Siderúrgica, S.A. | Eucomsa | Monitorio 74/2018 | 22/02/2018 | Juzgado de Primera Instancia e Instrucción nº 4 Utrera | 122.354,24 euros | 122.354,24 € | n/a | No | Abierto | Se ha acordado suspensión del procedimiento y acuerdo de pagos. |
| Logitek, S.A. | Abengoa Water SLU | Juicio monitorio 272/2018 | 05/03/2018 | Juzgado de Primera Instancia nº 11 de Sevilla | 30.810,47 euros | 30.810,47 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> A la espera de confirmación de procedencia por la sociedad. presentada oposición en tiempo y forma. |
| Instalaciones y Automatismos Valencia, S.A.U. | Abener Energía y Teyma (en relación con UTE Helienergy II) | Juicio verbal 1601/2017 | 05/03/2018 | Juzgado de Primera Instancia nº 8 de Sevilla | 928,31 euros | 928,31 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> Presentada contestación verbal Señalada Vista para el 8-4-2019 |
| Caja Rural de Navarra | Abener Energía, Teyma y UTE Abener Teyma Atacama I | Juicio Cambiarlo 235/2018 | 05/03/2018 | Juzgado de Primera Instancia nº 11 de Sevilla | 571.930,11 euros de principal (710.394,40 USD) + 2.428,74 euros de intereses y 170.000 euros presupuesto intereses demora, gastos y costas | 744.358,85 € | Ricardo Martínez | No | Cerrado | <ul style="list-style-type: none"> A la espera de confirmación de procedencia por la sociedad. Recibido embargo preventivo. Presentada nuestra oposición a cambio 30/04/2018 se recibe sentencia 108/2018 dictada por el Juzgado nº 11 de Sevilla. El fallo estima íntegramente la demanda y desestima nuestra oposición. Por tanto se condena al pago de 630.830,23 USD de principal (507.873,94 eur) + 2.428,74 USD por intereses devengados hasta el 31/12/2017 + intereses devengados por dichas sumas + 150.000 euros presupuestados para intereses y costas. Notificado el 29/6 mandamiento de pago por importe de 29.96 euros a cuenta del principal. Con fecha 3/9/2018 se presenta escrito, al Juzgado nº 11 de Sevilla, suscrito por las partes informando de satisfacción extraprocesal de la parte actora y solicitud de archivo del procedimiento. |
| Albor Translation Office S.L. | Abengoa Solar, S.A. | Juicio Monitorio 27/2018 | 05/03/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 51.589,36 euros de principal más intereses y costas | 51.589,36 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> Presentada oposición a monitorio El 18/7/2018 presentado allanamiento |
| Atlantic Iberica Sistemas de Climatización y Agua Caliente Sanitaria SAU (Atlantic Group SAU) | Instalaciones Inabensa, S.A. | Juicio Monitorio 2205/2017 | 07/03/2018 | Juzgado de Primera Instancia nº 4 de Sevilla | 109.786,49 (principal+ intereses) | 109.786,49 € | Ricardo Martínez | No | Abierto | Vamos a ver si procede la deuda con la sociedad. |
| Grenke Rent SLU | Nicsa | Procedimiento Ordinario 192/2018 | 09/03/2018 | Juzgado de Primera Instancia nº 11 de Madrid | 19.192,56 euros | 19.192,56 € | Ricardo Martínez | No | Abierto | Vamos a ver si procede la deuda con la sociedad. |
| Eyown Technologies, S.L. | Abengoa Bioenergía Nuevas Tecnologías, S.A. | Monitorio (1899/2017) | 05/03/2018 | Juzgado de Primera Instancia nº 16 de Sevilla | 24.000,01 | 24.000,01 € | Pendiente | No | Abierto | <ul style="list-style-type: none"> Tenemos 20 días para contestar o pagar. Presentada contestación el 02/04/2018. Recibida diligencia donde dan traslado a la otra parte diciendo que tiene un mes para la presentación de juicio ordinario. |
| Drops & Bubbles Tecnología, S.L. | Abengoa Innovación, S.A. | Ordinario (1857/2017) | 05/03/2018 | Juzgado de Primera Instancia nº 13 de Sevilla | 33.132,82 | 33.132,82 € | Pendiente | No | Abierto | Tenemos 20 días para contestar. |
| Wonderware Spain, S.L. | Abengoa Water, S.L. | Monitorio 258/2018 | 12/03/2018 | Juzgado de Primera Instancia nº 2 de Sevilla | 3.435,43 euros (2.642,64 euros principal + 792,79 euros intereses) | 3.435,43 € | Ricardo Martínez | No | Cerrado | Pagado y cerrado acuerdo. Presentado documento de suspensión y documento de desistimiento. |
| Pieralisi España, SLU | Abelma | Monitorio 288/2018 | 12/03/2018 | Juzgado de Primera Instancia nº 18 de Sevilla | 105.521,98 principal + 9.370,05 euros intereses. | 114.892,03 € | Ricardo Martínez | No | Abierto | Vamos a ver con la sociedad si procede el pago. |
| Top Cable, S.A. | Instalaciones Inabensa, S.A. | Ordinario 906/2018 (proviene de Monitorio 288/2018) | 14/03/2018 | Juzgado de Primera Instancia nº 5 de Sevilla | 179.132,70 principal + 53.739,81 euros intereses y costas. | 232.872,51 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> Presentada contestación a la demanda de juicio monitorio el 11/04/2018. Desestimada contestación de la parte actora. Señalada vista para el 24/04/2018. Vamos a ver con la sociedad si procede el pago. presentada oposición al procedimiento monitorio en tiempo y forma el 13/04/2018. Recibida demanda de juicio ordinario Plazo para contestación vence el 07/09/2018 Reclamación 179.132,10,46 euros. Vence plazo contestación el 7/9/2018. Presentado allanamiento. A la espera de sentencia. Notificada el 7/12/2018 sentencia condenatoria al pago de principal + intereses y costas |
| Instalaciones y Automatismos Valencia S.L.U | Teyma, Abener y UTE Abener Teyma Xina | Ordinario 1819/2017 | 12/03/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 58.997,70 euros principal + intereses. | 58.997,70 € | Ricardo Martínez | No | Abierto | Acuerdo de novación cumplido en hito 1 e incumplido. Pendiente revisar en detalle Jurisdicción. |
| Loxam Aquiler, S.A. | Instalaciones Inabensa, S.A. | Procedimiento monitorio 178/2018 | 21/03/2018 | Juzgado de Primera Instancia nº 14 de Sevilla | 8.617,84 euros en concepto de principal + 2.585,35 euros intereses y costas. | 11.203,19 € | Ricardo Martínez | No | Abierto | <ul style="list-style-type: none"> Señalada Audiencia Previa con la sociedad, las facturas se tienen en proyecto de campamentos. presentada oposición al procedimiento monitorio en tiempo y forma el 16/04/2018. Recibida demanda de liquidación de la deuda con la sociedad. |

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| Servicios Topográficos y Urbanismo. | Instalaciones Inabensa, S.A. | Procedimiento cambiario 1946/2017 | 21/03/2018 | Juzgado de Primera Instancia nº 16 de Sevilla | 17.467,64 euros en concepto de principal +5.240,29 euros en concepto de intereses y costas | 22.707,93 € | Ricardo Martínez | No | Abierto | * Se decretan embargos preventivos de devoluciones de IVA y de cuentas bancarias. * embargados preventivamente 11.000 euros aprox de los 16.000 euros aprox. reclamados. No presentamos oposición. A la espera de tasación de costas e intereses. |
| Esteban Fernández Misa | Instalaciones Inabensa, S.A. | Procedimiento monitorio 169/2018. | 21/03/2018 | Juzgado de Primera Instancia nº 4 de Sevilla | 12.898,60 euros | 12.898,60 € | Ricardo Martínez | No | Abierto | expresos firmados por Fernando Cao + propuesta de novación de créditos con quita del 10%. * presentada oposición al procedimiento monitorio en tiempo y forma. Recibida demanda de juicio ordinario. Vence plazo para contestación el 14/09/2018. Presentada contestación en tiempo y forma. * el 20/9 notificado AP para el 23-3-2019 |
| Fundación General de la Universidad Politécnica de Madrid | Abengoa Research, S.L. | Monitorio | 20/03/2018 | Juzgado de Primera Instancia nº 21 de Sevilla | 7.865,00 € | 7.865,00 € | Pendiente | No | Abierto | * Tenemos 20 días para pagar o contestar. Enviado al Administrador concursal para que presente escrito diciendo que la sociedad está en concurso. * Hemos 17 días hábiles para contestar |
| Flix Solar, S.L. | Abengoa Solar New Technologies, S.A. | Arbitraje (Corte de Arbitraje de Madrid) | 26/03/2018 | Corte de Arbitraje de Madrid | 261.351,28 | 261.351,28 € | Pendiente | No | Abierto | * Presentada contestación el 10/04. |
| Energietechnik-Energozruch S.A. | Abener Energía S.A. | Ejecución de Título Judicial Extranjero 1567/2017 | 05/12/2017 | Juzgado de 1ª Instancia 14 de Sevilla | 252.080,83 € | 252.080,83 € | RM&Asociados. Ricardo Martínez | No | Abierto | *05/12/2017 Se notifica demanda de ejecución de resolución de 10/08/2017 de la Audiencia Provincial de Gliwice (Polonia), Sala X de lo Mercantil. *22/12/2017 Se presenta por Abener oposición a demanda de ejecución. El día 2 de abril es la vista para tratar de la oposición frente a la ejecución presentada por nuestra parte. La deuda es de 252.080 euros y del embargo ordenado se han cobrado en enero 2018 las siguientes cantidades: 35,23 euros, 54,17 euros, 11,50 euros y 161,53 euros en distintas entidades financieras. * Celebrada vista en oposición a ejecución de título judicial extranjero * 30/04/2018 se recibe auto en el procedimiento 1567/2017, con estimación parcial a la oposición presentada en el procedimiento de ejecución de sentencia dictada por Tribunal polaco en favor de Energietechnik-Energozruch vs Abener Energía. Se decide continuar la ejecución por importe de 193.851 eur de principal + la cantidad presupuesta para intereses y costas de 58.172,50. No procede la imposición en costas derivada de la oposición. Lo anterior motiva que nos puedan llegar embargos del Juzgado nº 14 de Sevilla por importe de 252.024,00 euros. * 26.4.2018 estimado parcialmente oposición a embargo, queda la cantidad fijada en 193.851 euros. Sin costas. * 1-6-2018 Presentada solicitud embargo una vez obtenida información de las cuentas * 17/7/2018 se solicita la tasación de costas, no proceden por haberse estimado parcialmente nuestra oposición y haberse decretado su no procedencia. Nos oponemos una vez nos notifique el Jzgado. El 23/07/2018 presenta el contrario escrito reiterando embargo saldos cuentas bancarias * El 5-9-2018 trabado embargo cuenta de Abener en Bankinter por 0,78 eur y en CaixaBank por 39,23 (total 40,01) * El 21-9-2018 se decreta mejora de embargo sobre bienes del ejecutado así como mandamiento mediante agente judicial para el embargo de bienes muebles. |
| Cableven, S.L. | Instalaciones Inabensa, S.A. | Juzgado de Primera Instancia nº 5 de Sevilla | 20/04/2018 | Juzgado de Primera Instancia nº 5 de Sevilla | 59.350,28 euros | 59.350,28 € | Ricardo Martínez | No | Cerrado | Cerrado por satisfacción extraprocésal. Desistimiento. |
| Proton Ingenieros SLP | Abener Energía S.A., Teyma | Monitorio 211/18. Ahora verbal 538/2018 | | Juzgado de 1ª Instancia 20 de Sevilla | 4.319,70 | 4.319,70 € | RM&Asociados. Ricardo Martínez | No | Abierto | Litigio sobre deuda pendiente * 19/3/2018 presentada oposición. 24/04/2018Recibida Cédula de emplazamiento para contestar la demanda de juicio verbal. |
| Valoraciones Orgánicas Agrícolas | Abelma | Cambiario 282/2018 | 24/04/2018 | Juzgado de Primera Instancia nº 13 de Sevilla | 20.882,32 euros en concepto de principal + 6.264,69 euros en concepto de intereses y costas. | 27.147,01 € | Ricardo Martínez | No | Cerrado | |
| Ingeniería y Consultoría Mejora, S.L. | Abengoa Water SL | Ordinario 479/2018 | 24/04/2018 | Juzgado de Primera Instancia nº 5 de Sevilla | 7.260 euros | 7.260,00 € | Ricardo Martínez | No | Cerrado | |
| Trasandago, S.L. | Instalaciones Inabensa, S.A. | Monitorio 1741/2017 | 24/04/2018 | Juzgado de Primera Instancia nº 8 de Sevilla | 825,83 euros | 825,83 € | Ricardo Martínez | No | Cerrado | Cerrado por satisfacción extraprocésal. Desistimiento. |
| Juan Torrado Zahinos | Teyma, Abener y UTE Abener Teyma Solaben Logrosan I y UTE Abener Teyma Solaben Logrosan IV | Ordinario 245/2018 | 24/04/2018 | Juzgado de Primera Instancia nº 19 de Sevilla | 10.177,48 euros principal + intereses. | 10.177,48 € | Ricardo Martínez | No | Abierto | * Proviene de Monitorio 995/2017 por lo que ya está en el cuadro de proveedores. Las dos Utes están disueltas. |
| Servicio de Contenedores Higiénicos Sanitarios (Serkonten) | Abengoa Bioenergía Nuevas Tecnologías, S.A. | Monitorio (382/2018) | 24/04/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 450,62 | 450,62 € | pendiente | No | Abierto | * Tenemos 20 días para contestar o pagar. Pagado. |
| Andaluz de Estudios y Mantenimientos, S.L. | Abengoa Bioenergía Nuevas Tecnologías, S.A. | Monitorio (1769/2017). Ordinario 1104/2018 | 24/04/2018 | Juzgado de Primera Instancia nº 18 de Sevilla | 7843,81 | 7.843,81 € | pendiente | No | Abierto | * Tenemos 20 días para contestar o pagar. Contestado el 31/10/2017 y recibida diligencia donde se requiere a la parte actora para que presente demanda de procedimiento ordinario. Tenemos 20 días hábiles para contestar el ordinario. Presentada la contestación y recibida diligencia para requerir a la otra parte para que en un mes presente demanda de procedimiento ordinario. * Recibida el 5 de septiembre la demanda de procedimiento ordinario. Tenemos 20 días para contestar la demanda (03/10/2018). No contestamos. * Señalada AP para el 25/03/2019 a las 11:40 horas. |
| Fco Javier Iglesias | Instalaciones Inabensa, S.A | Juicio monitorio 176/2018 | 09/05/2018 | Juzgado de Primera Instancia nº 16 de Sevilla | 6.360 euros | 6.360,00 € | n/a | No | Cerrado | Cerrado por satisfacción extraprocésal. Desistimiento. |
| Expomedia Comunicación, S.L | Abensa Business Development, S.A. | Juicio Monitorio 625/2018. Procedimiento Ordinario 1165/20 | 03/05/2018 | Juzgado de Primera Instancia nº11 de Sevilla | 97.557,46 euros | 97.557,46 € | n/a | No | Abierto | * De la documentación que se adjunta a la demanda se desprende que se firmó un acuerdo de pago de deuda, respecto del que sólo se pagó una parte. Confirmado que no tenemos motivos de oposición. Se adjuntan documentos de la relación contractual. - El 23/10/2018 nos notifican demanda de juicio ordinario. Contestada la demanda, se señala la Audiencia Previa para el 11.07.2019 a las 10:35 horas. |
| Riojana de Asfaltos, S.A. | Abelma | Formalización Judicial del Arbitraje 10/2018 | 27/04/2018 | Sala Civil y Penal TSJ de Andalucía | 17.580,16 euros | 17.580,16 € | n/a | No | Abierto | * Este asunto deriva de otro procedimiento igual al presente en el que nos allanamos y designamos árbitro, con el que luego no contactamos para formalizar el arbitraje. Por ello la parte actora se ha visto obligada a instar un procedimiento nuevo. Se está intentando llegar a un acuerdo. Si no se firma acuerdo se ha decidido no contestar este requerimiento, pues los costes del futuro arbitraje van a ser desproporcionados a la cuantía reclamada. Recaida sentencia condenatoria en cuya virtud se estima la demanda presentada de contrario y se acuerda proceder al sorteo para la designación de árbitro, a cuyo efecto emplazan a las partes para que comparezcan el 19 de julio de 2018 a las 10:00 horas para que puedan estar presentes en el sorteo. Designado árbitro. A la espera de que Riojana impulse el arbitraje. |
| Much Soluciones, S.L. | Abensa EPC | Monitorio 565/2018 | 17/05/2018 | Juzgado de Primera Instancia nº 19 de Sevilla | 4.058,38 euros principal + intereses y costas. | 4.058,38 € | Ricardo Martínez | No | Abierto | * reparto de revista de Abensa, facturas impagas * Presentado desistimiento de Much Soluciones por acuerdo extraprocésal de pago. Se ha procedido al pago con quita. |
| Quest Global Engineering España SLUMuch Soluciones, S.L. | Abensa EPC | Monitorio 541/2018 Verbal 956/2018 | 17/05/2018 | Juzgado de Primera Instancia nº 15 de Sevilla | 5.248,20 euros | 5.248,20 € | Ricardo Martínez | No | Abierto | * Servicio de traducción. 4 facturas impagas. Carta pidiendo acuse de recibo de un pagaré; acuerdo de novación firmado por ambas partes, burofax reclamación del pago * 15-6-2018 presentado oposición en plazo a monitorio * 13/7/2018 notificado Decreto dando traslado de nuestra oposición y plazo para en 10 días contestar pudiendo solicitar celebración de vista. * Notificación el 26/7/2018 señalamiento de vista para el 7/11/2018 * 7/11/2018 celebrada vista queda para sentencia. * 12/11/2018 notificada sentencia condenatoria |
| Buala Comunicación Sociedad Civil | GIRH | Monitorio 728/2018 | 17/05/2018 | Juzgado de Primera Instancia nº 11 de Sevilla | 3.412,20 | 3.412,20 € | Ricardo Martínez | No | Cerrado | |
| Mecanizados Ogal, S.L. | Instalaciones Inabensa, S.A. | Monitorio 524/2018 | 23/05/2018 | Juzgado de Primera Instancia nº 1 de Sevilla | 121.774,11 euros | 121.774,11 € | Ricardo Martínez | No | Abierto | * Vamos a preparar oposición. Presentada oposición en tiempo y forma. A la espera de recibir demanda de juicio ordinario. Recibida demanda de juicio ordinario. Llegada la fecha de vencimiento, se ha decidido ante la falta d argumentos para preparar la contestación, no contestar y esperar a la declaración en rebeldía. En paralelo, el acreedor ha presentado una denuncia ante el juzgado de instrucción de Sevilla, y ésta ha sido admitida a trámite por el JInstrucción nº 13 de Sevilla. * 23/11/2018 Dicr declaración en rebeldía y señalamient de Audiencia Previa 18-6-2018 * reclamación de facturas impagas; pendiente de información. |
| Aplicaciones Renovables Integradas, S.L. | Abengoa Solar | Ordinario 1260/2018 (proviene de Monitorio 660/2018) | 29/05/2018 | Juzgado de Primera Instancia nº 14 de Sevilla | 116.623,96 euros de principal + intereses y costas | 116.623,96 € | Ricardo Martínez | No | Abierto | * Presentada el 26/6 oposición al monitorio 660/2018 * Declinatoria presentada el 15-10-2018. Se dicta Auto denegandola el 22-10-2018. Plazo contestación ordinario el 13-12-2018. * Presentada contestación al ordinario el 13-12-2018 |
| Vibrachoc SAU | Abencor Suministros, S.A. | Monitorio 517/2018 | Recibida en Corporativo | JPI nº 4 de Sevilla | 35.547,04 € | 35,547,04 € | Legalsur (no contratado finalmente) Para el ejecutivo, se traslada a Cortés para gestoriarlo con el AC. | No | Abierto | * La deuda es de Abencor México, no España. |
| Miranda Immoconsulting, S.L. | Instalaciones Inabensa, S.A. | Verbal 836/2017 | 08/06/2018 | Juzgado de Primera Instancia nº 16 de las Palmas de Gran Canaria. | 7.483,57 | 7.483,57 € | Pendiente de determinar. | No | Abierto | * Ver con la sociedad si procede el pago. Presentado escrito de contestación al juicio verbal. Celebrada audiencia. A la espera de sentencia. |
| El Corte Inglés, S.A. | Abengoa, Instalaciones Inabensa, Simosa, Abengoa Water, Abensa BD, Abengoa Research, Abengoa Solar y Abensa EPC. | Ordinario 1403/2018 (proviene de Monitorio 861/2018) | 11/06/2018 | Juzgado de Primera Instancia nº 5 de Sevilla | 75.319,26 euros de principal + intereses y costas. | 75,319,26 € | Ricardo Martínez | No | Abierto | * pendiente de información * El 9/7 presentada oposición a Monitorio * Recibida demanda de ordinario 4/10/2018. Reclamación de 161K * 5/11/2018 presentada contestación a demanda ordinaria. En paralelo abierta negociación. * 19/11/2018 se señala Audiencia Previa para el 13/11/2019; notificado el 11-12 un nuevo señalamiento de fecha para AP el día 20-11-2019. |
| Consorcio de Promoción Internacional de la Industria Española de Energías Renovables | Abengoa Solar | Ordinario 1364/2018 (proviene Monitorio 721/2018) | 09/07/2018 | Juzgado de Primera Instancia nº 13 de Sevilla | 12.698,55 euros de principal + intereses y costas. | 12,698,55 € | Ricardo Martínez | No | Abierto | * pendiente de información * El 6/7 presentada oposición a Monitorio * Decreto admisión demanda de ordinario notificada el 15/11/2018 * Vence plazo para contestación el 14/12/2018; se presenta contestación el 12-12-2018 |
| Airpes Sistemas Integrales de Mantenimiento y Pesaje, S.L. | UTE Abener Teyma Xina | Monitorio 56/2018 | 11/06/2018 | Juzgado de Primera Instancia nº 21 de Sevilla | 151.812,14 euros de principal + intereses y costas. | 151,812,14 € | Ricardo Martínez | No | Abierto | * pendiente de información * El 9/7 presentada oposición a Monitorio * 4/10/2018 diligencia dando plazo para presentación del ordinario * Notificado el 12/11/2018 decreto de admisión y emplazamiento para contestar. Vence plazo el 11/12/2018. * Escrito de contrario solicitando aclaración de cuantía indicada en decreto anterior. * 28/11/2018 Decreto corrigiendo cifra. Fija plazo contestación 2/12/2019 * 26/12/2018 presentada contestación a la demanda de ordinario. |
| Molec Mantenances, S.L. | Teyma, Abener y UTE Uington | Monitorio 366/2018 | 11/06/2018 | Juzgado de Primera Instancia nº 14 de Sevilla | 18.884,35 euros de principal + intereses y costas. | 18,884,35 € | Ricardo Martínez | No | Abierto | * pendiente de información * El 9/7 presentada oposición a Monitorio |
| Simmons & Simmons, S.LP | Abengoa, S.A | Ordinario 1361/2018 (derivado de Juicio Monitorio 807/2018) | 14/06/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 31.438,80 euros (25.500 euros de principal y 5.938,80 euros de intereses devengados hasta la interposición de la demanda) | 31,438,80 € | Pendiente | No | Abierto | Presentado allanamiento. Acordada la Medida Cautelar consistente en el embargo de bienes. Notificada sentencia condenatoria el 18/10/2018 |
| Delage Landen International B.V. Sucursal en España | Simosa y Abengoa S.A. | Ordinario 805/2018 | 15/06/2018 | Juzgado de Primera Instancia nº 20 de Sevilla. | 108.273,99euros. | 108,273,99 € | Por determinar | No | Abierto | * Hay que contestar la demanda al ser Abengoa, S.A. cotemandada. Presentada declinatoria de competencia. Admitida declinatoria a trámite. Se da traslado a Delage para que en el plazo de 5 días realice cuantas alegaciones estime precisas para oponerse a la delimitación de competencia.. * Notificado el 14/11/2018 auto denegando la aclaración. * El 11-12-2018 se presenta escrito solicitando acumulación y subsidiariamente nulidad |
| ECB Engineering | Abengoa Solar | Juicio Verbal 528/2018, dimanante de Monitorio 729/2017 | 18/06/2018 | | 7.429,05 euros en el Monitorio y se les pagó 4.952,70 €, por lo que sigue en el Verbal por el resto de 2.476,35 € más intereses y costas | 2,476,35 € | | No | Abierto | * Reclamaron 7.429,05 euros en el Monitorio y se les pagó 4.952,70 €, por lo que sigue en el Verbal por el resto de 2.476,35 € más intereses y costas. * Notificado el 18-6-2018 señalamiento de vista en Juicio Verbal 528/2018 para el 27 de noviembre de 2018. * 14/11/2018 aparecen petición de prueba anticipada * 21/11/2018 presentado allanamiento * 29/11/2018 notificada sentencia condenatoria pago principal + intereses moratorios y costas |
| World Talent Advertising and Communications | GIRH | Monitorio 156/2018 | 11/06/2018 | Juzgado de Primera Instancia nº 28 de Sevilla. | 115.863 euros. | 115,863,00 € | Ricardo Martínez | No | Abierto | * Vamos a oponernos. Recibida demanda de juicio ordinario. Presentada contestación el 26/10/2018. |

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| Iberfluid | Abener, Teyma y UTE Abener Teyma Uppington | Ejecución título no judicial 827/2018 | 02/07/2018 | | 110.758,45 euros de principal y los intereses devengados hasta la fecha de la demanda más 33.000 euros presupuestados de intereses y costas. | 143.758,45 € | No | Abierto | * 2/7/2018 se notifica auto despachando ejecución a instancia de en ejecución del laudo arbitral condenatorio dictado contra la UTE, y sus miembros condenando al pago de 110.758,45 euros de principal y los intereses devengados hasta la fecha de la demanda más 33.000 euros presupuestados de intereses y costas. | |
| Duchting Pumpen | Abengoa Water | Ejecución de Título Judicial 1436/2018 | 29/06/2018 | | 300.763,15 euros con intereses de demora y costas | 300.763,15 € | No | Abierto | * Notificada el 29/6 sentencia condenatoria contra AW obligándola al pago de la cantidad reclamada de 300.763,15 euros con intereses de demora y costas. * Notificada 3/7 solicitud de la contraparte de aclaración de la sentencia: el procedimiento no deriva de un monitorio anterior. * Recada sentencia condenatoria y devuelta firme. * 11/10/2018 Auto y decreto de ejecución. El 06/11/2018 cerrado acuerdo de pagos. Acordada la suspensión del procedimiento judicial. | |
| Optimiza Servicios de Administración y Soporte, S.L. | GIRH, S.L. | juicio monitorio 524/2018 | 02/07/2018 | Juzgado de Primera Instancia 15 de Sevilla | 18.776,40 euros. | 18.776,40 € | Ricardo Martínez | No | Abierto | * Preparar oposición. CJO: en el escrito de oposición de este asunto tendremos que realizar reserva de presentar declinatoria en el momento de la contestación de la demanda de juicio ordinario. * Notificado el 29-9-2018 presentación de escrito conjunto con pago y solicitud de archivo. |
| Euro Funding Innovation S.L. | Instalaciones Inabensa, S.A | Reclamación de deudas dinerarias no contradichas (monitorio notarial) | 09/07/2018 | n/a | 8.175,26euros. | 8.175,26 € | n/a | No | Abierto | * Se trata de un "monitorio notarial" que hay que responder en el plazo de 20 días para evitar que este requerimiento devenga título ejecutivo. No hay razones de oposición, por lo que se ha decidido no presentar escrito. Desde Inabensa se va a intentar llegar a un acuerdo con ellos antes de que presenten el procedimiento ejecutivo. |
| Euro Funding Advisory Group S.L. | Instalaciones Inabensa, S.A | Reclamación de deudas dinerarias no contradichas (monitorio notarial) | 09/07/2018 | n/a | 107.995,31 euros. | 107.995,31 € | n/a | No | Abierto | * Se trata de un "monitorio notarial" que hay que responder en el plazo de 20 días para evitar que este requerimiento devenga título ejecutivo. No hay razones de oposición, por lo que se ha decidido no presentar escrito. Desde Inabensa se va a intentar llegar a un acuerdo con ellos antes de que presenten el procedimiento ejecutivo. |
| Europa de Hincas Teledirigidas, S.A. | Abelma | juicio cambiario 277/2018. | 09/07/2018 | Juzgado de Primera Instancia 12 de Sevilla | 85.366,02 euros de principal + 25.000 euros en concepto de intereses y costas. | 110.366,02 € | Ricardo Martínez | No | Abierto | * Preparar oposición. * Con fecha 27/7 presentado escrito al Juzgado nº 12 de Sevilla, solicitando suspensión de cualquier medida en relación el procedimiento hasta el 10/9/2018. * Con fecha 17/10/2018 se decreta nueva suspensión mientras ninguna de las partes solicite su reanudación, se nos notifica el 24/10 * Vamos a oponernos. Presentada oposición en tiempo y forma. |
| Eleko Galicia SL | Instalaciones Inabensa, S.A | monitorio 434/2018 | 12/07/2018 | Juzgado de Primera Instancia nº 13 de Sevilla | 210.684,04 euros. | 210.684,04 € | Ricardo Martínez | No | Abierto | * Alcanzado acuerdo y pagado. Pendiente de recibir desistimiento. |
| Félix García y Manuel Viñas, S.L. | Instalaciones Inabensa, S.A | monitorio 424/2018 | 12/07/2018 | Juzgado de Primera Instancia nº 8 de Sevilla | 8.182,28 euros. | 8.182,28 € | Ricardo Martínez | No | Abierto | * Pendiente de información. * No se tiene registro alguno. Se presenta oposición. * Notificado el 4/12/2018 escrito de desistimiento por parte de Topoestudio. |
| Topoestudios Ingeniería, S.L. (en concurso) | Abelma | Monitorio 828/2018 | 24/07/2018 | Juzgado de Primera Instancia nº 16 de Sevilla | 246,04 euros de principal + intereses y costas. | 246,04 € | Ricardo Martínez | No | Cerrado | * pendiente de información. * pendiente de información; decreto no acompañado de la demanda. |
| Atlas Copco, S.A. | Abelma | Ordinario 721/2018 (procedente de monitorio 1595/17) | 24/07/2018 | Juzgado de Primera Instancia nº 2 de Sevilla | 47.473,29 euros de principal + intereses y costas. | 47.473,29 € | Ricardo Martínez | No | Abierto | * pendiente de información; decreto no acompañado de la demanda. |
| Hole Infraestructuras, S.L. | Abengoa Water | Monitorio 793/2018 | 24/07/2018 | Juzgado de Primera Instancia nº 9 de Sevilla | 10.122,16 euros de principal + intereses y costas. | 10.122,16 € | Ricardo Martínez | No | Abierto | * Presentada el 7/9/2018 declinatoria de jurisdicción. |
| Mecot, S.L. | UTE Abener Teyma Xina, Abener y Teyma | Cambiario 996/2018 | 24/07/2018 | Juzgado de Primera Instancia nº 9 de Sevilla | 100.874,00 euros de principal + 11.508,34 de intereses desde vto hasta demanda + 33.713,50 presupuestados intereses y costas. | 146.095,84 € | Ricardo Martínez | No | Abierto | * Solicita despacho de ejecución ordenando embargo sobre saldos de cuentas en entidades que se indican, devoluciones por la Hacienda Pública. Caso de no ser suficiente ordene requerir relación de bienes y derechos * Presentada oposición el 7/9/2018 sobre la base de que la acción está prescrita y además no consta que se hayan presentado títulos a cobro pues solo aporta uno devuelto y no es ninguno de los que se relacionan en la demanda. * 28/9/2018 escrito de contrario contra nuestra oposición * 3/10/2018 Señalada vista pieza de oposición para el 7-3-2019 |
| Schneider Electric España, S.A. | Abener, Teyma, UTE Paulputs | Ordinario 771/2018 (proviene de Monitorio 307/2018) | 24/07/2018 | Juzgado de Primera Instancia nº 28 de Sevilla | 361.956,48 euros de principal + intereses y costas. | 361.956,48 € | Ricardo Martínez | No | Abierto | * pendiente de información * Presentada oposición el 21/9/2018 * 19/10/2018 se da plazo para contestación ordinaria. Vence 27/11/2018 * 29/11/2018 se presenta contestación a la demanda * Se notifica el 3/12 decreto de admisión de ordinario y señala AP para el 21-2-2018 |
| Schneider Electric España, S.A. | Abener, Teyma, UTE Uppington | Ordinario 1613/2018 (proviene de Monitorio 996/2018) | 24/07/2018 | Juzgado de Primera Instancia nº 18 de Sevilla | 436.792,80 euros de principal + intereses y costas. | 436.792,80 € | Ricardo Martínez | No | Abierto | * pendiente de información * Presentada oposición el 21/9/2018 * Se admite demanda y notifica el 15/11/2018 * Vence plazo para contestar el 14/12/2018; presentada contestación el 11-12-2018 |
| Schneider España, S.A. | Abengoa Solar New Technologies, S.A. | Ordinario 1581/2018 (proviene de monitorio 936/2018) | 17/08/2018 | Juzgado de Primera Instancia nº 20 de Sevilla | 70.225,94 euros | 70.225,94 € | Ricardo Martínez | No | Abierto | * Ver con la sociedad si procede el pago * Contestado el 27-9-2018. * Dijo dando plazo para presentación de ordinario. * Notificación demanda ordinario, plazo para contestar el 18/1/2019 |
| Comunidad de Propietarios Calle Magallanes 28, Madrid 8 (Aleduca-) | Aleduca, S.L. (verificado con AI que esta sociedad es de Abengoa) | Procedimiento ordinario 646/2016 Materia: Servidumbres. | 17/08/2018 | Juzgado de Primera Instancia nº 44 de Madrid | cuantía indeterminada | 0,00 € | Ricardo Martínez | No | Abierto | * Se trata de un tema de servidumbre de luces. Pendiente de escanear. Voy a ver con Puri tema de poderes de procurador por esta sociedad. Otorgados poderes oír el liquidador de la sociedad, Rocard Aburre a favor de Mauricio Gordillo. Presentada la contestación a la demanda en tiempo y forma. El 18/10/2018 nos notifican la ampliación del litisconsorcio pasivo necesario, pues el demandante ha solicitado la ampliación de la demanda al verdadero propietario. 08/11/2018 Reclamamos suspensión de la AP prevista para el 20/11/2018. Parece que el juez quiere esperar a que Solesfero presente su contestación a la demanda. |
| Renta de Maquinaria SLU | Instalaciones Inabensa | procedimiento Ordinario 949/2018 | 20/08/2018 | Juzgado de Primera Instancia nº 11 de Sevilla | 13.752,43 euros | 13.752,43 € | Ricardo Martínez | No | Cerrado | * Ver si procede el importe reclamado. Cerrado acuerdo de satisfacción extrajudicial. Presentado desistimiento por el proveedor. |
| Drog Ingeniería, S.L. | Abengoa Water | monitorio 769/2018 | 09/07/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 6.190,52 euros | 6.190,52 € | Ricardo Martínez | No | Abierto | * Vamos a oponernos. |
| Schneider Electric España, S.A. | Abengoa Hidrógeno, S.A. | Ordinario 1476/2018 (proviene de Monitorio 933/2018) | 09/07/2018 | Juzgado de Primera Instancia nº 25 de Sevilla | 35.976,87 € | 35.976,87 € | Ricardo Martínez | No | Abierto | * Tenemos 20 días para contestar o pagar. Presentada contestación el 4 de septiembre de 2018. * Decreto 18-9-2018 para presentación de ordinario * Tenemos 20 días para oponernos. Presentada contestación el 4 de septiembre de 2018. * Fijada audiencia el 10 de julio de 2019 a las 9.50 horas. |
| Four Heads Ingeniería, S.L. | Abengoa Innovación, S.A. | Ordinario (868/2018) | 09/07/2018 | Juzgado de Primera Instancia nº 5 de Sevilla | 22.690,85 € | 22.690,85 € | Ricardo Martínez | No | Abierto | * No se ha presentado oposición al juicio cambiario. Estamos a la espera de que traben embargo en cuentas de Abelma. |
| Garaña Core, S.L. | Abelma Infraestructuras y Medio Ambiente, S.A. (Abelma) | cambiario 617/2018 | 07/09/2018 | Juzgado de Primera Instancia nº 14 de Sevilla | 31.578 euros de principal + intereses+ costas | 31.578,00 € | n/a | No | Abierto | |
| Comercial de Válvulas y Accesorios | UTE Paulputs, Abener y Teyma | Monitorio 951/2018 | 07/09/2018 | Juzgado de Primera Instancia nº 4 de Sevilla | 37.500,00 € | 37.500,00 € | n/a | No | Abierto | |
| Darian Raff Salwerk | Abengoa, S.A. y Nicsa | ETNJ 140/2018 | | Juzgado de Primera Instancia nº 84 de Madrid | 156.375 euros de principal más 7.169,58 euros de intereses de demora vencidos más 49.063,37 euros presupuestados provisionalmente para intereses y costas. | 212.607,95 € | Cortés (ya se ha remitido la documentación). | No | Abierto | * Posiblemente se llegue a acuerdo porque se pretende saldar todo con todos los bonistas |
| Comunifra Instalaciones, S.L. | Instalaciones Inabensa, S.A. | Monitorio 1095/2018 | 10/09/2018 | Juzgado de Primera Instancia nº 16 de Sevilla | 45.225,43 euros | 45.225,43 € | Ricardo Martínez | No | Abierto | * Fueron señalados en el contrato Arbitraje ad hoc. Presentamos declinatoria de competencia. Presentada oposición al monitorio, en la que se ha anunciado la declinatoria de competencia que se interpondrá en el momento procesal oportuno. * Recibido el 13/12/2018 escrito en el que Comunifra anuncia que no va a presentar demanda de juicio ordinario, sino que va a iniciar arbitraje de conformidad con lo establecido en el contrato. |
| Equimodal | Instalaciones Inabensa, S.A. | Monitorio 1808/2017 | 29/06/2018 | Juzgado de Primera Instancia nº 12 de Sevilla | 333.069,67 € | 333.069,67 € | Ricardo Martínez | No | Cerrado | Se ha producido la satisfacción extraprocesal de la deuda. Se ha solicitado terminación del procedimiento. |
| Micronet | Abengoa Water | Ordinario 286/2016 | 13/06/2018 | Juzgado Primera Instancia nº 19 de Sevilla. | Cantidad reclamada por importe de 97.256 de principal + intereses y costas. | 97.256,00 € | No | Abierto | * Dictada sentencia, con estimación parcial, que fue notificada el 13/6/2018. Abengoa Water resulta condenada al pago del principal más intereses sin condena en costas. * 12/7/2017 Presentada apelación. * notificado 25/10 oposición a nuestra apelación. El 14/11/2018 admiten a trámite su oposición a la apelación que os remití, y nos emplazan para personas ante la Audiencia. Pasamos a personarnos. | |
| Aalborg CSP | Abener, Teyma y UTE Emirates I | Medidas Cautelares Previas 1002/2018. Procedimiento Ord | 09/07/2018 | Juzgado Primera Instancia nº 19 de Sevilla | 570.000 USD | 492.015,54 € | No | Abierto | * Notificadas el 9/7/2018 solicitud de M.C.Previas. Auto que se notifica el 24/7/2018 otorgando parcialmente las medidas cautelares acordando embargo de saldos y bienes (deniega investigación y deniega nombramiento de interventor sobre gestión de bienes) incrementando caución ofrecida de 10.000 a 30.000 euros que deberá depositar en 10 días desde notificación del auto. Deberán presentar demanda en plazo de 20 días desde notificación del auto. Sin costas. Plazo para recurrir el 21-9-2018. Notificado el 27/7/2018 justificante de haberse ingresado caución y solicitud de embargos. El 15/10/2018 nos notifican Auto acordando la administración judicial de Abener Energía. Se está intentando cerrar un acuerdo con Aalborg. Cerrado acuerdo con Aalborg en concepto de cumplimiento. Se deja la medida Cautelar en stand by mientras estamos. | |
| Bilfinger | Abener, Teyma y UTE Helienergy I | Ordinario 1315/2016 (proviene de monitorio 737/16) | 23/07/2018 | Juzgado Primera Instancia nº 16 de Sevilla. | 2.845 euros de principal + intereses moratorios desde dic 2017+intereses desde la sentencia + costas | 2.845,00 € | No | Abierto | | |
| Verosa Proyectos y Servicios, S.L. | Abelma Infraestructura y Medio Ambiente | Juicio Monitorio 1050 | 27/11/2017 | Juzgado Primera Instancia nº 21 Sevilla | 289.392,00€ de principal | 289.392,00 € | No | Abierto | * Importe principal reclamado de 289.392,00€ de principal. 23/7/2018 se ha presentado contestación a la demanda. Hay un pagaré de 100.000 que no se reclaman vía Cambiario. | |
| Darian Raff Salwerk | Abengoa, S.A. y Nicsa | ETNJ 140/2018 | 06/09/2018 | Juzgado de Primera Instancia nº 84 de Madrid | 156.375 euros de principal más 7.169,58 euros de intereses de demora vencidos más 49.063,37 euros presupuestados provisionalmente para intereses y costas 54.600,55 euros en concepto de principal e intereses ordinarios y moratorios vencidos, más otros 16.380,16 en concepto de intereses y costas. | 212.607,95 € | Cortés | No | Abierto | Es una demanda de ejecución de bonos. Presentada oposición a la ejecución por Nicsa y por Abengoa. |
| Laboratori & acute; D'Analisi cliniques Joan Purgimon | Abengoa, S.A. y Nicsa | ETNJ 165/2018 | 17/07/2018 | Juzgado de Primera Instancia nº 60 de Madrid | | 70.980,71 € | Cortés | No | Abierto | Es una demanda de ejecución de bonos. Presentada oposición a la ejecución por Nicsa y por Abengoa. |
| Fluence Israel | Abener- Ghenova Ingenierí-Ute dead Sea , Abengoa, S.A.; Abelma Engineering S.L.; Abener Energía, S.A | Arbitraje Uncitral, Israel | | Arbitraje uncitral Tel-Aviv | 2.121.458,00 € | 2.121.458,00 € | Meltar | No | Abierto | Proveedor Ute Dead Sea. Se va a preparar reconvencción por la Ute. En estudio por el despacho. Meltar es el despacho designado. Se ha procedido a designación de árbitro por el appointing authority. Nuestro despacho ya ha notificado a la contraparte y ha árbitro su designación como abogados de la Ute, así como del resto de codemandados. |
| Apa Brasov | Abelma | Reclamación de cantidad (responsabilidad solidaria de miembros del consorcio). | n/a | Tribunales Ordinarios de Brasov (Rumania). | Cuantía indeterminada aún. Se trata de 10 procedimientos de reclamación de cantidad por responsabilidad solidaria de miembros del consorcio. | 0,00 € | Vernon, David y Associates | No | Abierto | Se trata de 15 procedimientos distintos. Hemos recibido notificación de 5 procedimientos por el momento. Hemos solicitado ampliación de plazo para contestar. Debido al nº de procedimientos, se está llevando seguimiento de los mismos en tabla individualizada junto con el despacho local que nos está asesorando. |
| Riegos Lebrija, S.L. | Grupo Abengoa, S.A. | Juicio monitorio 1129/2018 | 19/09/2018 | Juzgado de Primera Instancia nº 19 de Sevilla | 134.890,04 euros | 134.890,04 € | Ricardo Martínez | No | Abierto | Ver con sociedad procedencia de la deuda. Se va a presentar oposición al monitorio el 18/09/2018 |
| Research Outsourcing Consulting Industrial, S.L. | Abelma | Juicio ordinario 158/2018 | 19/09/2018 | Juzgado de Primera Instancia nº 12 de Sevilla | 29.869,04 euros | 29.869,04 € | Ricardo Martínez | No | Abierto | Ver con sociedad procedencia de la deuda. Se ha presentado allanamiento ante la nula posibilidad de encontrar argumentos de oposición. Notificada sentencia condenatoria el 02/11/2018. En revisión. |
| Green Power Technologies, S.L. | UTE Atacama PV II, Abener, Teyma e Inabensa | Juicio Ordinario 1155/2018 | 19/09/2018 | Juzgado de Primera Instancia nº 1 de Sevilla | 1.678.028,00 euros | 167.802,800 € | Ricardo Martínez | No | Abierto | Acuerdo expreso de cantidad a pagar en caso de no reanudación del contrato después de una suspensión de un año. Letrado del despacho de Montero Aramburu. Contestada la demanda, el 25/10/2018 se notifica la fecha de Audiencia PrEvia para el 7/2/2019 |

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|--|---|--|---------------|---|---|----------------|-------------------------|----|---------|---|
| Electrofil Andalucía, S.A | Instalaciones Inabensa, S.A. | Juicio Monitorio 1933/2018 | 21/09/2018 | Juzgado de Primera Instancia nº 12 Sevilla | 2.515,81€ de principal y más intereses, gastos y costas | 2.515,81 € | n/a | No | Cerrado | Al tratarse de un procedimiento monitorio, se ha abonado directamente el principal reclamado en la cuenta de consignaciones del juzgado. No existe acuerdo con el proveedor. Estamos a la espera de recibir archivo del procedimiento por parte del Juzgado. Recibida notificación de archivo por satisfacción extraprocesal. |
| Albasix, SL | Instalaciones Inabensa, S.A. | Procedimiento ordinario 973/2018 | 21/09/2018 | Juzgado de Primera Instancia nº 22 Sevilla | 11.616 € de principal y más intereses, gastos y costas | 11.616,00 € | n/a | No | Abierto | Presentado Allanamiento el 23/10/2018. A la espera de recibir sentencia y tasación de costas. |
| Roxtec Sistemas Pasamuros, S.L. | Instalaciones Inabensa, S.A. | Juicio Monitorio 333/2018 | 21/09/2018 | Juzgado de Primera Instancia nº 25 Sevilla | 6.626,81€ de principal y más intereses, gastos y costas | 6.626,81 € | n/a | No | Cerrado | Solicitada terminación y archiva por satisfacción extrajudicial. |
| Vilfer Electric SL | Instalaciones Inabensa, S.A. | Juicio Monitorio 870/2018 | 21/09/2018 | Juzgado de Primera Instancia nº 15 Sevilla | 193.331,20€ de principal y más intereses, gastos y costas | 193.331,20 € | n/a | No | Abierto | Presentada oposición al monitorio el 19/10/2018. |
| Proyectos Integrales Lozan Antonio Rabasco Sánchez Conquer, S.L. Ahorrocapital Sicy Inversiones El Tobazo Pablo Ferré Domínguez | Abengoa, S.A. | Ejecución de Títulos No Judiciales 1111/2018 | 05/10/2018 | Juzgado de Primera Instancia nº 10 de Sevilla | 3.358.806,47 euros de principal más 1.007.641,73 euros presupuestados provisionalmente para intereses y costas euros. | 4.366.448,20 € | Cortés | No | Abierto | Vamos a oponernos. |
| José Miguel Chaparro Giménez | Abentel Telecomunicaciones, S.A. | Juicio Verbal (250.2) 1078/2018 | 05/10/2018 | Juzgado de Primera Instancia nº 12 Sevilla. | 750,81 | 750,81 € | Por determinar | No | Abierto | Se trata de un procedimiento de reclamación por daños en fachada del domicilio de un particular como consecuencia de trabajos ejecutados por Abentel en 2017. Vamos a darle traslado a EFF, compañía que compró la actividad de Abentel. Presentada contestación a la demanda el 23/10/2018 (día de gracia). Escrito presentado por Mauricio Górrillo pero sin intervención de letrado. El 08/11/2018 recibimos dlor teniendo por contestada la demanda de juicio verbal. Se otorga plazo de 3 días a la parte demandante para que alegue lo que estime preciso sobre nuestra petición de no celebración de vista. Señalada vista para el 29/04/2019. |
| Garafía Core, S.L. | Abelma | Juicio Monitorio 619/2018 | 05/10/2018 | Juzgado de Primera Instancia nº 12 Sevilla. | 15,273 euros + intereses moratorios | 15,273,00 € | Por determinar | No | Abierto | * Ver si presentamos oposición. * 26-12-2018 presentado escrito conjunto homologación de acuerdo |
| División de Transportes J.L. Pantoja, S.L. | Abengoa Water, S.L. | Ejecución Forzosa laudo 614/2017 | 05/10/2018 | Juzgado de Primera Instancia nº 4 Sevilla. | 1.017,23 euros | 1.017,23 € | Por determinar | No | Abierto | Ver si presentamos oposición. |
| Deyma la Mancha, S.L. | Abelma | Juicio Cambiario 469/2018 | 05/10/2018 | Juzgado de Primera Instancia nº 12 Sevilla. | 317.279 euros en concepto de principal + 95.183,73 en concepto de intereses, costas y gastos | 412.462,73 € | Por determinar | No | Abierto | Ver si presentamos oposición. No se presenta oposición por ausencia de argumentos. Pueden decretar ejecución en cualquier momento. |
| Sedical, S.A. | Abener, Teyma y la UTE Abener Teyma | Ejecución Forzosa de Laudo Arbitral 1189/2018. | 15/10/2018 | Juzgado de Primera Instancia nº 21 de Sevilla | 48.795,90 euros de principal más 15.000 euros presupuestados para intereses y costas. | 63.795,90 € | Por determinar | No | Abierto | Plazo para la oposición: Diez días hábiles para oponernos o pagar, por tanto vence el 29/10/18. ¿Esto se puede pagar? Porque motivos de oposición no hay. |
| Proact Ibérica, S.L. | ITConic, S.A. y Simosa IT | Procedimiento Ordinario (nº de autos 949/2018). | 15/10/2018 | Juzgado de Primera Instancia nº 24 de Sevilla | Sin cuantía. Piden devolución de equipos. | n/a | Por determinar | No | Abierto | Plazo para la oposición: Veinte días hábiles para oponernos, por tanto vence el 06/11/18. Han pedido Medidas Cautelares para el embargo de los equipos objeto de reclamación. Se va a abrir pieza separada. Auto de 17/10/2018 acordando depósito de equipos listados previa caución de 500 euros a depositar por Proact. |
| Ingeniería y Economía del transporte SME MP SA | Instalaciones Inabensa, S.A | Juicio Monitorio 1117/2018 | 18/10/2018 | Juzgado de Primera Instancia nº 19 Sevilla | 69.835€ de principal y más intereses, gastos y costas | 69.835,00 € | Por determinar | No | Abierto | Presentada oposición a juicio monitorio. Notificado traslado poara formular demanda de juicio ordinario. |
| Elektra Aragón XXI SL | Instalaciones Inabensa, S.A. | Juicio Monitorio 2021/2018 | 18/10/2018 | Juzgado de Primera Instancia nº 21 Sevilla | 28.696,76€ de principal y más intereses, gastos y costas. | 28.696,76 € | Por determinar | No | Cerrado | Alcanzado acuerdo con el proveedor. Este va a presentar escrito de desistimiento. Presentado escrito de desistimiento. Recibido archivo de actuaciones. |
| Laser Goded, S.L. | Eucomsa | juicio monitorio 502/2018 | 25/09/2018 | Juzgado de Primera Instancia e Instrucción nº 4 de Utrera | 73.761,30 euros | 73.761,30 € | Ricardo Martínez | No | Abierto | Presentar oposición al monitorio por indicaciones de la sociedad, ya que están intentando llegar a un acuerdo con el proveedor, pero no parece que pueda alcanzarse antes de 24/10/2018. Presentada oposición al monitorio el 23/10/2018. |
| Alpha, Arquitectura, Ingeniería y Servicios, S.L. | Instalaciones Inabensa | arbitraje ad hoc Ley 60/2003. | junio de 2018 | Juzgado de Primera Instancia nº 3 de Sevilla | 390.000,00 | 390.000,00 € | Legalsur | No | Cerrado | Cerrado. Se ha llegado a acuerdo transaccional. |
| GH Cranes, S.P.Z.O.O | Abener Energía | Monitorio 1132/2018 | 05/09/2018 | Juzgado de Primera Instancia nº 14 de Sevilla | 461.554,54 | 461.554,54 € | Ricardo Martínez | No | Abierto | * Notificada 5/9/2018 demanda en monitorio * 19/9/2018 Presentada oposición * 24/9/2018 Declarada falta de competencia del tribunal por admitir declinatoria presentada por nuestra parte No reclaman intereses ahora si lo harán en caso de presentar demanda en procedimiento Ordinario |
| Agilent Technologies Spain, S.L. | ABNT | Procedimiento ordinario 536/2018 | 24/10/2018 | Juzgado de Primera Instancia nº 16 de Sevilla. | 36.541,37 euros | 36.541,37 € | Ricardo Martínez | No | Abierto | Ver si es posible presentar oposición |
| Drop Ingeniería, S.L. | Abengoa Water, S.L. | Juicio Cambiario 714/2018 | 24/10/2018 | Juzgado de Primera Instancia nº 21 de Sevilla | 59.563,22 euros en concepto de principal +17.868,97 euros en concepto de intereses y costas. | 77.432,19 € | Ricardo Martínez | No | Abierto | Ver si es posible presentar oposición. OJO: se decreta el inmediato embargo preventivo de los bienes del deudor por las cantidades expresadas.- |
| Segula Technologies España SAU | Abensa Engineering, S.L | Procedimiento Ordinario 1214/2018 | 24/10/2018 | Juzgado de Primera Instancia nº 27 de Sevilla. | 45.321,95 euros. | 45.321,95 € | Ricardo Martínez | No | Cerrado | Ver si procede con la sociedad. Se procede al pago del último hito de acuerdo que quedaba pendiente y daba origen a la reclamación. Presentado el 26/11/2018 escrito de contrario con desistimext por satisfacción extraprocesal. |
| Contratos y Diseños Industriales, S.A. | Abener Energía, S.A y Teyma Gestión de | Juicio Monitorio 1425/2018 | 24/10/2018 | Juzgado de Primera Instancia nº 1 de Sevilla. | 135.108 euros | 135.108,00 € | Ricardo Martínez | No | Abierto | Ver si procede oposición. |
| Schneider Electric España, S.A. | Abengoa Water | Ordinario 1441/2018 (proviene de Monitorio 923/2018) | 24/10/2018 | Juzgado de Primera Instancia nº 8 de Sevilla. | 120.723,78 euros | 120.723,78 € | Ricardo Martínez | No | Abierto | * Ver si procede oposición. Relación de facturas impagas. * Presentada oposición al monitorio el 10/12/2018 (en gracia) |
| Universidad Politécnica de Madrid | Abengoa Research, Abengoa Solar NT, Abengoa Hidrógeno, Inabensa, Grupo Empresarial Abengoa y Javier Pariente. | Juicio Monitorio 1573/2018 | 08/11/2018 | Juzgado de Primera Instancia nº 22 de Sevilla. | 40.954,38 euros | 40.954,38 € | Ricardo Martínez | No | Abierto | Ver si procede oposición. Relación de facturas impagas. |
| Proyectos y Montajes Ingemont | Abengoa Water, S.L. | Demanda de ejecución de sentencia nº 166/2018 | | Juzgado de Primera Instancia nº 20 Sevilla | 184.935,67 | 184.935,67 € | Ricardo Martínez | No | Abierto | Se ha alcanzado acuerdo de pagos con el proveedor que se tiene que homologar judicialmente. |
| Euro Funding Advisory Group, S.L | Abengoa, S.A. | monitorio notarial (Nº de requerimiento 3.295) | 15/11/2018 | n/a | 6.978,95 euros (6.292 euros de principal + 686,65 euros de intereses). | 6.978,95 € | Interno | No | Abierto | Vamos a ver si podemos presentar oposición para ganar tiempo |
| Euro Funding Advisory Group, S.L | Abensa Business Development, S.A. | monitorio notarial (Nº de requerimiento 3.293) | 15/11/2018 | n/a | 2.466,98 euros (1.001,40 euros principal + 138,22 euros intereses). | 2.466,98 € | Interno | No | Abierto | Vamos a ver si podemos presentar oposición para ganar tiempo |
| Euro Funding Advisory Group, S.L | Abensa Business Development, S.A. | monitorio notarial (Nº de requerimiento 3.292) | 15/11/2018 | n/a | 1098,88 euros (1001,40 euros principal + 97,48 euros intereses). | 1.098,88 € | Interno | No | Abierto | Vamos a ver si podemos presentar oposición para ganar tiempo |
| Euro Funding Advisory Group, S.L | Abensa Business Development, S.A. | monitorio notarial (Nº de requerimiento 3.294) | 15/11/2018 | n/a | 6.111,04 euros (2.746,42 euros principal + 309,10 euros intereses). | 6.111,04 € | Interno | No | Abierto | Vamos a ver si podemos presentar oposición para ganar tiempo |
| Inteca Montajes y Servicios Industriales SL | Instalaciones Inabensa, S.A. | Juicio Monitorio 526/2018 | 21/11/2018 | n/a | 15,397,19 | 15.397,19 € | pendiente | No | Abierto | Ver si procede oposición o si se puede pagar. Abonado importe reclamado en concepto de principal en la cuenta de consignaciones del juzgado. |
| Monolithic SA | Instalaciones Inabensa, S.A. | Juicio Monitorio 1357/2018 | 21/11/2018 | n/a | 6.571,89 | 6.571,89 € | pendiente | No | Abierto | Ver si procede oposición o si se puede pagar. Abonado importe reclamado en concepto de principal en la cuenta de consignaciones del juzgado. |
| Navarcable SL | Instalaciones Inabensa, S.A. | Juicio Monitorio 883/2018 | 21/11/2018 | n/a | 37.337,03 | 37.337,03 € | pendiente | No | Abierto | Alcanzado acuerdo transaccional. Solicitada homologación judicial. |
| Quest Global Engineering España SLUMuch Soluciones, S.L. | Abensa Engineering | Ordinario 1227/2018 proviene de Monitorio 584/2018 | 01/05/2018 | n/a | 149.928,70 euros | 149.928,70 € | Ricardo Martínez | No | Abierto | * mayo 2018 demanda en monitorio * 18-6-2018 presentado oposición en plazo a monitorio * Recibida demanda de ordinario con falta de documentación; último día de plazo se presenta escrito solicitando los documentos faltantes y solicitando suspensión. * octubre Dior con suspensión de plazo. Mismo momento entregan documentos y se dan 5 días para contestar a la demanda. * 26/11/2018 en día de gracias se presenta contestación a la demanda. |
| Banco Sabadell, S.A. | Abensa ICI, S.A. | Juicio monitorio 1255/2018 | 03/12/2018 | Juzgado de Primera Instancia nº 24 de Sevilla | 86.204,35 euros | 86.204,35 € | Ricardo Martínez | No | Abierto | * Ver si es posible presentar oposición |
| Ilurco, S.A | Abelma | Juicio monitorio 1436/2018 | 03/12/2018 | Juzgado de primera instancia nº 13 de Sevilla | 58.516,68 euros | 58.516,68 € | Ricardo Martínez | No | Abierto | * Ver si es posible presentar oposición |
| Solving Systems Engineering SL | Abengoa Innovación SA | Cambiario 727/18 | 10/06/2018 | Juzgado de primera instancia nº 5 de Sevilla | 30.104,29€ (23.157,22€ de principal y 6.947,17€ para intereses y costas) | 30.104,29 € | Ricardo Martínez | No | Abierto | * Contestado 20/06. Apertura de piezas separadas con fecha 16/07/18. Escrito de contrario de fecha 20/07 impugnando nuestra contestación. Diligencia del 22/10/2018 señalando vista para el 6/06/19. 23/10/2018 auto de embargo preventivo. Diligencia del 29/11/18 dónde se acredita embargo de 30.104,29€ (23.157,22€ de principal y 6.947,17€ para intereses y costas). |
| Nuor | Codesa y Abelma | Ejecución forzosa del laudo arbitral 1848/2018 | 14/12/2018 | Juzgado de Primera Instancia 11 de Sevilla | 210.000 euros principal+ 586,85 euros intereses +63.000 euros costas | 273.586,85 € | Pendiente de determinar | No | Abierto | * ver si es posible presentar oposición. |
| Instalaciones Eléctricas Domo 3, S.L | ASNT | juicio monitorio 1693/2018 | 14/12/2018 | Juzgado de Primera Instancia 1 de Sevilla | 13.159,96 euros | 13.159,96 € | Ricardo Martínez | No | Abierto | * Ver si hay causas de oposición |
| Proyectos e Instalaciones Beta SA | Instalaciones Inabensa, S.A. | Procedimiento Ordinario 1586/2018 | 17/12/2018 | Juzgado de Primera Instancia nº 4 Sevilla | 22.910,65 euros | 22.910,65 € | Por determinar | No | Abierto | * ver si es posible presentar oposición. |
| Maquinaria Auxiliar General SL | Instalaciones Inabensa, S.A. | Juicio Monitorio 1361/2018 | 17/12/2018 | Juzgado de Primera Instancia nº 3 Sevilla | 26.606,22 € | 26.606,22 € | Por determinar | No | Abierto | * ver si es posible presentar oposición. |
| Serman Logistic, S.L. | Abensa EPC | Ordinario 935/2018 | 18/02/2018 | Tribunal Instancia Mercantil de Sevilla (Sección Primera) | 8.725,40 euros de principal + intereses y costas | 8.725,40 € | Por determinar | No | Abierto | * Se trata de una empresa de mensajería con la que se ha suscrito por 3 veces acuerdo de pagos, han afectado varias reclamaciones por burofax y transferencia el 4-5-2017 por concepto "pago parcial deuda Nacex". Las facturas impagas son de 2015. |

ABENGOA

Corporativo

Total (-500K euros): 715,038.04 €

| Demandante/s | Demandado/s | País | Tipo de procedimiento (número de Autos) | Fecha de la primera notificación | Tribunal | Importe reclamado (con comentarios) | Importe reclamado (Total) | Despacho asesor | +500K euros | Estado del Litigio | Comentarios |
|--|----------------------|--------|--|----------------------------------|---|--|---------------------------|-----------------|-------------|---------------------------------|--|
| | | | | | | | | | Si/No | Especificar (lista desplegable) | |
| Pedro Gil Pascual | Abengoa S.A. | España | Ordinario 425/2018 | 02/04/2018 | Juzgado de Primera Instancia nº 25 de Sevilla | 51.679,78 euros + intereses y costas | 67,183.71 € | Ramón y Cajal | No | Abierto | Contestada la demanda y señalada Audiencia Previa para el 4/03/2019 |
| Laboratori d'anàlisis clíniques Joan Purgimon (Bono 2016 - grupo Gilabert) | Abengoa S.A. y Nicsa | España | Ejecución de título no judicial 165/2018 | 21/09/2018 | Juzgado de Primera Instancia nº 60 de Madrid | 54.600,55 euros de principal más 16.380,16 presupuestados para intereses y costas | 70,980.71 € | Cortés | No | Abierto | Formulada oposición por Nicsa y Abengoa. Admitida a trámite la oposición a la ejecución. Pendientes contestación ejecutante. |
| Darian Ralf Salwerk (Bono 2016 - grupo Gilabert) | Abengoa S.A. y Nicsa | España | Ejecución de título no judicial 140/2018 | 18/09/2018 | Juzgado de Primera Instancia nº 84 de Madrid | 163.544,8 euros de principal (incluye 150.000 de los bonos y el resto intereses vencidos) + 49.063,37€ en concepto intereses y costas | 163,544.58 € | Cortés | No | Abierto | Formulada oposición por Nicsa y Abengoa. Auto 23.11.18 (notif 28.11.18) Desestimada oposición por motivos procesales. Vence apelar: 2 de enero de 2019. Señalada vista oposición sobre el fondo: 13.02.19. 12:15 |
| Paloma Ramírez Olloqui (Bono 2016 - grupo Gilabert) | Abengoa S.A. y Nicsa | España | Ejecución de título no judicial 215/2018 | 28/11/2018 | Juzgado de Primera Instancia nº 37 de Madrid | 55.016,13 euros de principal + 16.504,83 euros en concepto de intereses y costas. | 71,520.96 € | Cortés | No | Abierto | Notificada el 28.11.18 a Nicsa: Vence oposición 13.11.18. Notificada el 03.12.18 a ABENGOA: Vence oposición 18.12.18. Como los CD con la documentación están corruptos el Juzgado va a suspender el plazo para la oposición y se iniciarán cuando contemos con la documentación de forma correcta. |
| Eilizabeth Escrivá Calp | Abengoa S.A. y Nicsa | España | Ejecución de título no judicial 262/2018 | 03/12/2018 | Juzgado de Primera Instancia nº 20 de Madrid | 157.727,99 euros de principal + 47.318,40 en concepto de intereses y costas. | 205,046.39 € | Cortés | No | Abierto | Notificada Nicsa el día 03.12.18: vence oposición el día 18.12.18 Pendiente de que se notifique a Abengoa. Notificada Abengoa el día 18.12.18. vence oposición 03.01.2018 |
| José Gilabert Cortés | Abengoa S.A. y Nicsa | España | Ejecución de título no judicial 210/2018 | 05/12/2018 | Juzgado de Primera Instancia nº 12 de Madrid | 105.201,30 euros de principa + 31.560,39 euros en concepto de intereses y costas | 136,761.69 € | Cortés | No | Abierto | Notificada Nicsa el día 05.12.18: vence oposición el día 20.12.18 Pendiente de que se notifique a Abengoa Notificada Abengoa el 18.12.2018 vence oposición 03.01.2018 |

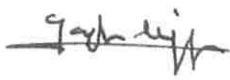
ABENGOA
Concurtidas


Total filtro (-500K euros): 4.640.676.70 €

| Demandante/s | Demandado/s | País | Tipo de procedimiento (número de Autos) | Fecha de la primera | Tribunal | Importe reclamado (con comentarios) | Importe reclamado (Total) | Despacho asesor | +500K euros Si/No | Estado del Litigio Especificar (lista desplegable) | Comentarios |
|--|--------------------------|--------|--|---------------------|---|---|---------------------------|-----------------|-------------------|--|---|
| Instalaciones e Integraciones Informáticas, S.L. (Administrador Concursal: Audley Administradores Concursales SLP) | Simosa IT, S.A. | España | Ejecución Título Judicial 967/2018 (proviene de Ordinario 685/2017 y previo oposición al monitorio). | 24/02/2017 | Juzgado de 1ª Instancia Nº 27 de Sevilla | 410.500,21 | 410.500,21 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> 21/03/2017 Presentado escrito de oposición (pte. Demanda de juicio ordinario). 26/06/2017 Presentación contestación por nuestro despacho celebrada AP. Señalada la vista para el 09/04/2018. Ante la nula posibilidad de oponer nada en el juicio señalado para el 09/04/2018 se presenta escrito de allanamiento el 05/04/2018. 14/6/2018 se formula demanda ejecución de sentencia dictada el 11/4 y: - se despache ejecución por el principal de 410.500,21 +100.000 intereses y costas, - se libre oficio para investigación patrimonial - se proceda a embargo devoluciones pendientes de la AEAT, - certificación, retenciones, y pagos pendientes que se tenga con una serie de sociedades del grupo Abengoa. - 31/02/2018 notificados decretos de embargos sobre derechos de créditos vencidos, líquidos y exigibles de Simosa IT frente a 21 sociedades del grupo. - Embargado 537,89 - Instada ejecución 9-10-2018 - Auto y decreto de ejecución 15-10-2018 |
| Ajamir Software S.L. | Simosa IT, S.A. | España | Ejecución Título Judicial 735/2018 (proviene Ordinario 792/2017) | 15/03/2017 | Juzgado de Primera Instancia 13 de Sevilla | 253.711,79 | 253.711,79 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> 10/04/2017 Se presenta escrito de oposición. DIOR 19/04/2017 el juez les da traslado para que en el plazo de 1 mes presenten demanda de juicio ordinario. El 06/07/2017 nos notifican auto archivando el procedimiento monitorio e incoando procedimiento ordinario al haber presentado demanda la parte actora. Estamos a la espera de recibir el escrito de demanda para que empiece el cómputo del plazo de 20 días para contestar. El 10/07/2017 nos dan traslado de la demanda de juicio ordinario por lo que ha comenzado el cómputo de los 20 días para contestar. Vence el 08/09/2017. Presentada contestación al ordinario. Señalada Audiencia previa el 17 enero de 2018 a las 10:00 horas. Tras la AP ha quedado visto para sentencia. Notificada sentencia condenando al pago de 253.711,79 euros de principal + 76.113,54 euros de intereses y costas. Decretado el 4/6/2018 despacho de ejecución dineraria sobre devoluciones de AEAT y saldos bancarios. 6/6/2018 trabado embargo por importe de 21.352,48 euros. Trabado embargo en cuenta Banco Popular el 6-6-2018 por importe de 526,09 euros Con fecha 10-9-2018 se procede a embargo, cta Bankinter, de 421,91 euros y en Banco Popular por 410,05 euros Notificado el 15/11/2018 decreto mejora de embargo que recaee sobre devoluciones de Hacienda así como embargo sobre derechos de crédito pendientes de cobro en relación con las siguientes sociedades: Abeinsa, Abengoa Energía, Abengoa Innovación, Abengoa Water Agadir, Aby Servicios Corporación, Prodel Energía y Sent Unió Mediterránea. |
| Integra Ito, S.L. | Simosa IT, S.A. | España | Ejec. Tit. Ejecutivo 583/2018 (proviene de Ordinario 336/2017) | 11/04/2017 | Juzgado de Primera Instancia 14 de Sevilla | 76.786 | 76.786,00 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> 12/05/2017 Presentada contestación a la demanda 18/5/2017 Decreto fijando fecha para la Audiencia Previa: 09/10/2017 a las 9:30h. Se solicitó suspensión por concurrencia de señalamientos de nuestro abogado, pero la DIOR de 25/05/2017 deniega la suspensión y mantiene el señalamiento. Celebrada audiencia previa. Señalada vista para el 2 de febrero de 2018. Presentado allanamiento en vista Sentencia condenatoria al pago de 76.786,61 de principal + 13.590,46 de intereses ordinarios + 27.113,12 presupuestados para intereses y costas. Presentada demanda de ejecución. Auto despatchando ejecución de 25/04/2018. Cuentas de Simosa IT embargada por importe de 117.490,19 euros. |
| GMV Soluciones Globales Internet | Simosa IT, S.A. | España | Ejec Tit. Judicial 966/2018 (proviene de Ordinario 917/2017 antes Monitorio 266/2017) | 25/04/2017 | Juzgado de Primera Instancia 15 de Sevilla | 132.139,64 | 132.139,64 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> 17/05/2017 Se prepara oposición. 18/05/2017 DIOR dando traslado de la oposición a GMV para que presente demanda de juicio ordinario en el plazo de 1 mes. El 20/07/2017 nos notifican Decreto de admisión a trámite de la demanda de Juicio Ordinario dando plazo para contestar a la demanda. Vence plazo el 19/09/2017. Presentada contestación al ordinario. Señalada Audiencia previa el 16/02/2018. Celebrada Audiencia previa. Ha quedado visto para sentencia. 2/3/2018 dictada sentencia condenando a Simosa IT al pago de 132.139,64 de principal + 6.092,90 de intereses vencidos + 41.469,76 presupuestado para intereses y costas. Se formula 25/6/2018 demanda de ejecución dineraria por importe de 179.702,30 euros comprensivos del principal + 4.137,96 de intereses ordinarios + 1.954,94 intereses de mora procesal + 41.469,76 de intereses y costas de ejecución estimados. Se solicita se decreta embargo de saldos sobre cuentas bancarias y devoluciones pendientes de AEAT. |
| Fortuan Soluciones Informáticas, S | Simosa IT, S.A. | España | Ordinario 593/2017. Negociado | 02/06/2017 | Juzgado de 1ª Instancia Nº 20 de Sevilla | 215.498,68 | 215.498,68 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Remitida al despacho para presentar contestación. Presentada contestación a la demanda el 03/07/2017 El 18/07/2017 nos notifican la admisión a trámite de la contestación a la demanda y el señalamiento de la Audiencia Previa (07/11/2017 a las 09:40 horas). Sin novedad. Celebrada audiencia previa el 07/11/2017. Se ha señalado vista para el 30/01/2018. Celebrada vista el 30/01/2018. 23/10/2018 Notifican sentencia condenatoria al pago de 215.498,68 euros + intereses desde 17/4/2017 hasta 11/7/2018 + interés del dinero desde fecha de sentencia hasta completo pago + costas |
| Opentext Software | Simosa IT, S.A. | España | Ordinario 1705/2017 (proviene de Monitorio 752/2017. neg. 2A) | 13/07/2017 | Juzgado de Primera Instancia 4 de Sevilla | 221.901,91 | 221.901,91 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> El 13/07/2017 nos notifican demanda de juicio monitorio y nos dan plazo de 20 días para contestar. Vence el 12/09/2017 Presentada oposición el 11/09/2017. Admitida a trámite la oposición, dando traslado a la parte actora para presentar demanda. Recibida escrito de demanda el 06/09/2018 y presentado escrito de contestación el 5/10/2018 |
| Origen Cad Cam Cae, S.L. | Simosa IT | España | Ordinario 1842/2017 (proviene de Monitorio 1082/2017) | 19/10/2017 | Juzgado de Primera Instancia Número 11 de Sevilla | 38.591,41 | 38.591,41 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Presentada oposición en tiempo y forma. Recibida diligencia de ordenación admitiendo nuestra oposición y dando plazo a la actora para presentar demanda ordinaria. Recibido decreto archivando monitorio y pasando a ordinario. El proveedor ha presentado demanda, aunque aún no la tenemos. Presentada contestación a la demanda en tiempo y forma. 07/03/2018 AP señalada para el 06/11/2018. 08/11/2018 notificada sentencia condenatoria |
| Solutia Innovaworld Technologies | Simosa IT | España | Monitorio 646/2017 | 27/11/2017 | Juzgado de Primera Instancia nº 12 de Sevilla | 127.998,64 + costas e intereses | 127.998,64 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Vamos a presentar oposición al monitorio. presentada oposición al monitorio en tiempo y forma. con traslado de oposición presentada al monitorio y plazo de un mes para presentar demanda en procedimiento ordinario. Recibida demanda de juicio ordinario el 02/07/2018. Auto notificado el 21/09/2018 estimando declinatoria de jurisdicción. La reclamación debe instrumentarse vía arbitraje. 19/12/2018 Personación Solutia en el concurso |
| Quint Wellington Redwood Iberia, S.L. | Simosa IT | España | Ordinario 175/2018 proveniente de Monitorio 1560/2017, negociado: 5 | 05/12/2017 | Juzgado de Primera Instancia nº 10 de Sevilla | 346.263,78 euros + intereses y costas. | 346.263,78 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> presentada oposición al monitorio en tiempo y forma. recibida la admisión de la oposición, dando plazo de un mes a la actora para presentar demanda ordinaria. Recibida demanda de juicio ordinario. 19/04/2018. Presentada contestación a la demanda. Audiencia Previa señalada el 8/10/2018 a las 10:00 horas. Presentado allanamiento previo a la celebración de la AP. 2/10/2018 dictada sentencia condenatoria al pago por Simosa IT de 346.263,78 euros de principal + 15.937,62 de intereses vencidos hasta sentencia + intereses y costas |
| Zemania, S.L. | Simosa IT. | España | Ordinario 731/2017 | 02/02/2018 | Juzgado de Primera Instancia nº 8 de Sevilla | 67.099,97 euros | 67.099,97 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Deuda reclamada procedente de incumplimiento de acuerdo de novación de deuda incumplido. Presentado allanamiento en marzo 2018. A la espera |
| Aplih, S.L. | Simosa It, S.A. | España | Ordinario 730/2018 (proviene de Monitorio 69/2018) | 05/03/2018 | Juzgado de Primera Instancia nº 15 de Sevilla | 35.218,26 euros de principal más intereses y costas | 35,218.26 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> La deuda procede. Vamos a oponernos. presentada oposición en tiempo y forma. Presentada declinatoria de jurisdicción y Auto de estimación de 19-9-2018. Escrito de contrario interponiendo apelación contestado el 14-11-2018. Escrito de 4-12-2018 comunicando la entrada en concurso |
| Infotec Consultores, SAU | Simosa IT | España | Juicio Ordinario 278/2018 | 20/03/2018 | Juzgado de Primera Instancia nº 9 de Sevilla | 160.295,36 € | 160.295,36 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Presentada declinatoria de competencia el 2/4/2018 21/5/2018 Auto estimatorio de la declinatoria |
| Zevenet S.L. | Simosa IT | España | Ordinario 415/2018 | 24/04/2018 | Juzgado de Primera Instancia nº 11 de Sevilla | 65.635,98 euros. | 65,635.98 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Declinatoria de competencia 09/05/2018 16/9/2018 Estimada la declinatoria de competencia. |
| Infisa Consultoría y Aplicaciones | Simosa IT | España | Ordinario 1904/2018 | | Juzgado de Primera Instancia nº 4 de Sevilla | 62.019,76 | 62,019.76 € | | No | | <ul style="list-style-type: none"> 11/5/2018 Auto de estimación de la declinatoria presentada por Simosa IT Condenan en costas a la demandante. Solicitada tasación de costas. |
| Techedge España, S.A. | Simosa IT | España | Ordinario 558/2018 | | Juzgado de Primera Instancia nº 9 de Sevilla | 35.236,70 | 35,236.70 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Presentada contestación el 22/5/2018. Señalada Audiencia Previa par el 14/11/2018 Celebrada AP queda visto para sentencia. Notificada el 22/11/2018 sentencia condenatoria Presentado recurso de apelación el 26-12-2018 |
| Desarrollo Informático Dinsa, S.A | Simosa IT | España | Ejecución Título Judicial 1824/2018 (proviene de Monitorio 1140/2018) | | Juzgado de Primera Instancia nº 24 de Sevilla | 463.975,27 | 463,975.27 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Plazo para presentar oposición el 6/11/2018; presentado allanamiento. 17/12/2018 notificado auto despatchando ejecución por 463.975,27 euros de principal + 138.192,58 euros de interés y costas presupuestados. Por la ejecutante se señalan saldos en cuentas bancarias y cantidades pendiente de recibir de la AEAT. 19/12/2018 Personación Dinsa en el concurso |
| Marta Gómez | Simosa IT | España | Ordinario 1568/2018 (proviene de Monitorio 795/2018) | 24/07/2018 | Juzgado de Primera Instancia nº 15 de Sevilla | 16.733,14 principal | 16,733.14 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Presentada oposición el 21/9/2018 Recibida demanda de ordinario el 29/11/2018 con plazo hasta el 3/1/2019. Escrito de 3/12/2018 comunicando entrada en concurso Notificado el 13/12 escrito declarando no ha lugar a la suspensión; la parte da traslado al AC. Borrador de allanamiento |
| Schenider | Simosa IT | España | Ordinario 1576/2018 (proviene de Monitorio 967/2018) | 18/08/2018 | Juzgado de Primera Instancia nº 22 de Sevilla | 16.142,72 | 16,142.72 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Presentada oposición el 27/9/2018 16/11/2018 notificada demanda de ordinario Escrito 3/12/2018 notificando al Juzgado declaración concurso |
| Desarrollo Informático Dinsa, S.A | Simosa IT | España | Monitorio 1140/2018 | 05/10/2018 | Juzgado de Primera Instancia nº 24 de Sevilla | 463.975,27 | 463,975.27 € | | No | | <ul style="list-style-type: none"> Presentado allanamiento 06/11/2018 |
| Unión Emprendedores Guadalcanar | Simosa IT | España | Monitorio 1039/2018 | 05/10/2018 | Juzgado de Primera Instancia nº 24 de Sevilla | 40.421,26 | 40,421.26 € | | No | | <ul style="list-style-type: none"> Presentado allanamiento 06/11/2018 |
| Proact Ibérica, S.L. | Simosa IT e ITConic, S.A | España | Ordinario 949/2018 | 15/10/2018 | Juzgado de Primera Instancia nº 24 de Sevilla | Devolución de equipos | | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Vence plazo para oposición el 06/11/2018 Han pedido Medidas Cautelares para el embargo de los equipos objeto de reclamación. Se va abrir pieza separada. Auto de 17/10/2018 acordando depósito de equipos listados previa caución de 500 euros a depositar por Proact. Se ha presentado allanamiento el 06/11/2018. |
| Informática Cálculo y Técnica | Simosa IT | España | Monitorio 1441/2018 | 08/11/2018 | Juzgado de Primera Instancia nº 11 de Sevilla | 467.191,34 de principal + intereses y costas | 467,191.34 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Escrito comunicando al juzgado la entrada en concurso de la sociedad Borrador de allanamiento. |
| Itconic | Simosa IT | España | Ordinario 318/2018 | 01/05/2018 | Juzgado de Primera Instancia nº 15 de Sevilla | 144.190,49 euros de principal + intereses y costas | 144,190.49 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Contestado el 4-6-2018. Señalada Audiencia Previa para el 11-4-2019 |
| Grupo Sistemas | Simosa IT y Abg | España | Ordinario 569/2018 | 01/09/2018 | Juzgado de Primera Instancia nº 3 de Sevilla | 350.812,88 euros + intereses y costas | 350,812.88 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Contestado por Simosa IT el 24-9-2018 |
| Proact Ibérica, S.L. | Simosa IT | España | Ordinario 1596/2018 | 14/12/2018 | Juzgado de Primera Instancia nº 2 de Sevilla | 428.336,24 de principal + intereses y costas | 428,336.24 € | | No | En curso (declarativo/apelación) | <ul style="list-style-type: none"> Notificada demanda el 14/12/2018 |

En ejecución
Con sentencia
Negrita Concurso comunicado

The Company
ABENGOA, S.A.

By: 

Date: 

Abenewco2

ABENGOA ABENEWCO2, S.A.U.

By: Josep Riera

Date:

The Company Parties

ABEINSA ASSET MANAGEMENT, S.L.

ABEINSA BUSINESS DEVELOPMENT, S.A.

ABEINSA ENGINEERING, S.L.

ABEINSA EPC, S.A.

ABEINSA INFRAESTRUCTURAS MEDIO AMBIENTE, S.A.

ABEINSA INVERSIONES LATAM, S.L.

ABENER ENERGÍA, S.A.U.

ABENGOA ABENEWCO 1, S.A.U.

ABENGOA ABENEWCO 2, S.A.U.

ABENGOA GREENBRIDGE, S.A.U.

ABENGOA BIOENERGÍA INVERSIONES, S.A.

ABENGOA BIOENERGÍA NUEVAS TECNOLOGIAS, S.A.

ABENGOA BIOENERGÍA, S.A.

ABENGOA CONCESSIONS, S.L.

ABENGOA ENERGÍA ATACAMA CSP, S.L.U.

ABENGOA ENERGÍA, S.A.

ABENGOA ENERGY CROPS, S.A.

ABENGOA FINANCE, S.A.U.

ABENGOA GREENFIELD, S.A.U.

ABENGOA INNOVACIÓN, S.A.

ABENGOA OM ATACAMA CSP, S.A.U.

ABENGOA OPERATION AND MAINTENANCE, S.A.

ABENGOA SOLAR ESPAÑA, S.A.U.

ABENGOA SOLAR INTERNACIONAL, S.A.

ABENGOA SOLAR NEW TECHNOLOGIES, S.A.

ABENGOA, S.A.

ASA DESULFURACIÓN, S.A.

ASA IBEROAMÉRICA, S.L.

CONSTRUCCIONES Y DEPURACIONES, S.A.

EUROPEA DE CONSTRUCCIONES METÁLICAS, S.A.

GESTIÓN INTEGRAL DE RECURSOS HUMANOS, S.A.

INSTALACIONES INABENSA, S.A.

NEGOCIOS INDUSTRIALES Y COMERCIALES, S.A.

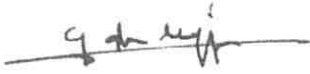
SIEMA INVESTMENT, S.L.U.

SIEMA TECHNOLOGIES, S.L.

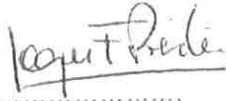
A3742280

[Lock-Up Agreement - Signature pages]

SOCIEDAD INVERSORA EN ENERGÍA Y MEDIOAMBIENTE, S.A.
SOCIEDAD INVERSORA LÍNEAS DE BRASIL, S.L.
A3T LUXCO 2, S.A.



By:



Date:

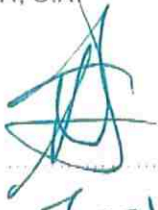


Original Participating NM2 Creditor

BANKIA, S.A.

By:

Date:



Jess Muen

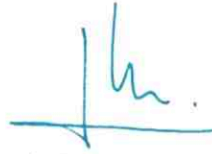


JOSE SALAMERO

Original Participating NM2 Creditor
BANCO SANTANDER, S.A.




By: ÁLVARO MESERY DE LA CRUZ



JORGE ROCHA PEREIRA

Date:

**Original Participating NM2 Creditor
BMCA EUROPEAN DISTRESSED DAC**

By: 

Date:

**Original Participating NM2 Creditor
BMFV EUROPEAN DISTRESSED DAC**

By: 

Date:

**Original Participating NM2 Creditor
BMLO EUROPEAN DISTRESSED DAC**

By: 

Date:

**Original Participating NM2 Creditor
BMMF EUROPEAN DISTRESSED DAC.**

By: 

Date:

Original Participating NM2 Creditor

CREDIT AGRICOLE CIB SUCURSAL EN ESPAÑA

By: Ava Ortega
Ava ORTEGA

Date:


C. ARANGIEN
CARLOS ARANGIEN

Original Participating NM2 Creditor
FURSAN EUROPEAN DISTRESSED DAC

By: 

Date:

Original Participating NM2 Creditor
KHF EUROPEAN DISTRESSED DAC.

By: 

Date:

Original Participating NM2 Creditor
LYON INVESTORS SARL

By: 
Date: JEFFREY M SMITH
AUTHORIZED SIGNATORY

Original Participating NM2 Creditor

Signature Global Asset Management, a division of CI Investments Inc., on behalf of the funds listed below.

B. Benson
Name: *Brod Benson*
Title: *VP - Portfolio Management*

Name: 
Title: *Geoff Marshall*
Sup-Portfolio Management

- SIGNATURE CORPORATE BOND FUND
- SKYLON GROWTH & INCOME TRUST
- SIGNATURE HIGH INCOME FUND
- SIGNATURE GLOBAL INCOME & GROWTH FUND
- SIGNATURE DIVERSIFIED YIELD II FUND
- SIGNATURE INCOME & GROWTH FUND
- CI INCOME FUND
- SIGNATURE DIVERSIFIED YIELD CORP CLASS
- CI US INCOME \$US POOL
- SIGNATURE TACTICAL BOND POOL
- ENHANCED INCOME POOL
- SIGNATURE HIGH YIELD BOND II FUND
- CANADIAN FIXED INCOME POOL
- ENHANCED INCOME CORPORATE CLASS

Original Participating NBF Creditor

CREDIT AGRICOLE CIB SUCURSAL EN ESPAÑA

By: Ava Oriega
.....
ANA ORIEGA

Date:

C. ARANGURON
CARLOS ARANGURON

Original Participating NBF Creditor

BANKIA, S.A.

By:

Date:




For New

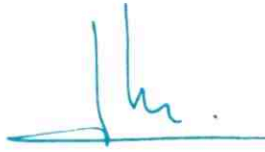


JORGE SALAMERO

Original Participating NBF Creditor
BANCO SANTANDER, S.A.



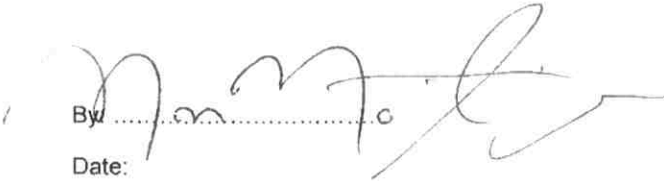
By: ÁVARO MÉNDEZ JOSÉ VAL



JORGE ROCA PADILLA

Date:

Original Participating Senior OM Creditor
ALDEN GLOBAL OPPORTUNITIES MASTER FUND, L.P.

By: 
Date:

31 December 2018

Original Participating Senior OM Creditor
BMCA EUROPEAN DISTRESSED DAC

By: 

Date:

**Original Participating Senior OM Creditor
BMLO EUROPEAN DISTRESSED DAC**

By: 

Date:

Original Participating Senior OM Creditor
BMMF EUROPEAN DISTRESSED DAC



By:

Date:

**Original Participating Senior OM Creditor
CANYON CAPITAL FINANCE S.À R.L.**


By: ~~.....~~ Anne-Sophie Davren
Manager

Date: 31 December 2018


By: Jonathan M. Kaplan
Manager

Date: 31 December 2018

Original Participating Senior OM Creditor
FURSAN EUROPEAN DISTRESSED DAC

By: 

Date:

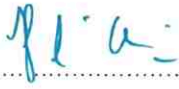
Original Participating Senior OM Creditor

KHF EUROPEAN DISTRESSED DAC

By: 

Date:

Original Participating Senior OM Creditor
KKR-JESSELTON HIF CREDIT PARTNERS SUB L.P.

By: 

Date:

Original Participating Senior OM Creditor
KKR-NYC CREDIT B DESIGNATED ACTIVITY COMPANY

By: 

Date:

Original Participating Senior OM Creditor
OREGON PUBLIC EMPLOYEES RETIREMENT FUND

By: 


Date:

Original Participating Senior OM Creditor
PRESIDIO INVESTORS LIMITED

By: 

Date:

Original Participating Senior OM Creditor
SPRUCE INVESTORS II LIMITED PARTNERSHIP

By: 

Date:

Original Participating Senior OM Creditor
TURNPIKE LIMITED

By 

Date: 31 December 2018

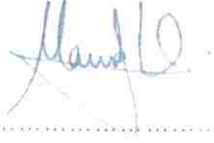
Original Participating Senior OM Creditor
VALENCIA INVESTORS LIMITED

By: 

Date:

The Existing Agent

AGENSYND, S.L.



By:

Manuel Rodriguez de Andrés
Director

Date:

The Lock-Up Agent
LUCID ISSUER SERVICES LIMITED



By: Sunjeeve Patel
.....

Date: 31 December 2018