

Comisión Nacional del Mercado de Valores  
Dirección General de Mercados Secundarios  
D.Antonio Mas Sirvent  
Paseo de la Castellana, nº 19  
28046 – Madrid

Madrid, November 7<sup>th</sup>, 2003.

Dear sirs:

Taking into account your request of today, we reiterate that our document of January 24<sup>th</sup>, 2003, submitted to the CNMV with reference number 005809, included the following documentation as Annexes:

- "Annex C5      Contract of Counterguarantee between Abengoa and The Chase Manhattan Bank of October 27<sup>th</sup>, 2000.
  
- Annex C6      Contract of Counterguarantee between IC and Abengoa of October 27<sup>th</sup>, 2000.
  
- Annex C7      Contract of Sale and Purchase of Shares of December 30<sup>th</sup>, 2002 between Inversión Corporativa and Telvent Sistemas y Redes, S.A."

The above mentioned documents have been since then in possession of the CNMV, and they were sent by it to the Public Prosecutor, being the object of previous inquiries number 3005/2003 on course at the Central Court of Inquiry Number 4 of the National High Court.

Being a sub iudice issue as it is, any information regarding judicial inquiries must be requested to, and be it the case, be obtained from the relevant Court, fully respecting the rights of the Parties involved.

Nevertheless, we hereby confirm you that, should there arise any damage for Abengoa out of the purchase of shares of Xfera, Abengoa would request Inversión Corporativa to comply with the Indemnity Clause established in the Contract dated October 27, 2000, entered by and between Abengoa and Inversión Corporativa,

with the purpose that any possible damage whatsoever which might arise would be fully indemnified.

Without further ado,

Miguel Angel Jiménez-Velasco Mazarío  
General Secretary

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Dear sirs:

We hereby confirm you our full acceptance of the undertakings and obligations arising out of the Indemnity Contract entered by this Company and Abengoa on October 27, 2000, and our will to comply with all its terms and conditions, including the indemnity agreed should there arise any damage for Abengoa and its shareholders as a consequence of the purchase of shares of Xfera by Abengoa.

Without further ado,

Miguel Angel Jiménez-Velasco Mazarío  
General Secretary