

AMENDMENT AND RESTRUCTURING CONSENT REQUEST

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached Amendment and Restructuring Consent Request whether received by email or as a result of electronic or other communication and you are therefore required to read this disclaimer carefully before accessing, reading or making any other use of the attached Amendment and Restructuring Consent Request. By accepting the email to which the attached Amendment and Restructuring Consent Request was attached or by accessing or reading the attached Amendment and Restructuring Consent Request, you shall be deemed (in addition to giving the representations below) to agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from Lucid Issuer Services Limited (the “**Tabulation Agent**”) and/or Abengoa Abenewco 1, S.A.U. (the “**Issuer**”) as a result of such acceptance and access.

Capitalised terms used but not otherwise defined in this disclaimer shall have the meanings given to them in the attached Amendment and Restructuring Consent Request.

THE ATTACHED AMENDMENT AND RESTRUCTURING CONSENT REQUEST IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

None of the Tabulation Agent, the Registered Holder, the Fiscal Agent or the Agents (or their respective directors, employees or affiliates) has independently verified, or assume any responsibility for, the accuracy of the information and statements contained in this Amendment and Restructuring Consent Request.

None of the Tabulation Agent, the Registered Holder, the Fiscal Agent or the Agents (or their respective directors, employees or affiliates) makes any representation or recommendation whatsoever regarding this Amendment and Restructuring Consent Request, or any document prepared in connection with it, the Amendment and Restructuring Proposal or the Amendment and Restructuring Consent Request.

None of the Tabulation Agent, the Registered Holder, the Fiscal Agent or the Agents (or their directors, employees or affiliates) assumes any responsibility for the accuracy or completeness of the information concerning the Amendment and Restructuring Proposal or the Amendment and Restructuring Consent Request or of any other statements contained in this Amendment and Restructuring Consent Request or for any failure by the Issuer to disclose events that may have occurred and may affect the significance or accuracy of such information.

The Tabulation Agent is appointed by the Issuer and owes no duty to the Registered Holder nor any Beneficial Owner. Each Beneficial Owner should seek its own independent advice and is solely responsible for making its own independent appraisal of all matters as such Beneficial Owner of the Notes deems appropriate (including those relating to the Amendment and Restructuring Consent Request and the Amendment and Restructuring Proposal), and each Beneficial Owner of the Notes must make its own decision in respect of the Amendment and Restructuring Proposal.

The delivery of this Amendment and Restructuring Consent Request shall not, under any circumstances, create any implication that the information contained herein is correct and/or current as of any time subsequent to the date of this Amendment and Restructuring Consent Request. This Amendment and Restructuring Consent Request is solely directed at Beneficial Owners of the Notes in those jurisdictions where this Amendment and Restructuring Consent Request may be lawfully directed to them.

You are recommended to seek independent legal advice as to the contents of the attached Amendment and Restructuring Consent Request and the Restructuring Agreement, and to seek

independent financial advice from your stockbroker, bank manager, solicitor, accountant or other appropriately authorised independent financial adviser as to the action you should take. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such person if it wishes to participate in the Amendment and Restructuring Consent Request.

Confirmation of your representation: The attached Amendment and Restructuring Consent Request was sent at your request and, by accessing the attached Amendment and Restructuring Consent Request, you shall be deemed (in addition to the above) to have represented to the Issuer and the Tabulation Agent that:

- (i) you are a holder or a Beneficial Owner of any of the Issuer's EUR 26,094,319 5/9 per cent. Secured Notes due 2021 (Reg S ISIN: XS1584885666 / Rule 144A ISIN: XS1584885740) (the "**Notes**");
- (ii) the Beneficial Owner of the Notes is located outside the United States and not a "U.S. person" as defined under the United States Securities act of 1933, as amended (the "**Securities Act**"), and its Electronic Instruction to vote on the Amendment and Restructuring Proposal will be submitted from outside the United States or, if the Beneficial Owner of the Notes is located in the United States, such Beneficial Owner or Direct Participant on its behalf has contacted the Tabulation Agent to inform it as to whether (a) the Beneficial Owner of the Notes is located in the United States and is a QIB or an IAI (b) it has otherwise contacted the Tabulation Agent to inform it that it is unable to make the representation in (a) above and have provided it details of its location and investor status;
- (iii) you shall not pass on the attached Amendment and Restructuring Consent Request to third parties or otherwise make the attached Amendment and Restructuring Consent Request publicly available;
- (iv) you are not a person to or from whom it is unlawful to send the attached Amendment and Restructuring Consent Request or to solicit consents under the Amendment and Restructuring Consent Request described herein under applicable laws;
- (v) you consent to delivery of the attached Amendment and Restructuring Consent Request by electronic transmission; and
- (vi) you have understood and agreed to the terms set forth in this disclaimer.

Any materials relating to the Amendment and Restructuring Consent Request do not constitute, and may not be used in connection with, any form of offer or solicitation in any place where such offers or solicitations are not permitted by law.

The distribution of the attached Amendment and Restructuring Consent Request in certain jurisdictions may be restricted by law. Persons into whose possession the Amendment and Restructuring Consent Request comes are required by the Issuer and the Tabulation Agent to inform themselves about, and to observe, any such restrictions.

The attached Amendment and Restructuring Consent Request has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Tabulation Agent, the Registered Holder, the Fiscal Agent or the Agents or any person who controls, or is a director, officer, employee, agent or affiliate of, any such person, accepts any liability or responsibility whatsoever in respect of any difference between the attached Amendment and Restructuring Consent Request

distributed to you in electronic format and the hard copy version available to you on request from the Tabulation Agent.

You are also reminded that the attached Amendment and Restructuring Consent Request has been delivered to you on the basis that you are a person into whose possession the attached Amendment and Restructuring Consent Request may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located or resident and you may not, nor are you authorised to, deliver the attached Amendment and Restructuring Consent Request to any other person.

The communication of this Amendment and Restructuring Consent Request by the Issuer and any other documents or materials relating to the Amendment and Restructuring Consent Request is not being made, and such documents and/or materials have not been approved, by an authorised person for the purposes of section 21 of the Financial Services and Markets Act 2000, as amended (the “**FSMA**”). Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. Such documents and/or materials are only directed at and may only be communicated to (1) any person within Article 43(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 which includes a creditor or member of the Issuer, and (2) any other persons to whom these documents and/or materials may lawfully be communicated in circumstances where section 21(1) of the FSMA does not apply.

The Amendment and Restructuring Proposal is being made to holders of securities of a non-U.S. company. The Amendment and Restructuring Proposal is subject to disclosure requirements of a non-U.S. country that are different from those of the United States.

It may be difficult for you to enforce your rights and any claim you may have arising under the United States federal securities laws, since the Issuer and some or all of its officers and directors are residents of a non-U.S. country. You may not be able to sue a non-U.S. company or its officers or directors, in a non-U.S. court for violations of the United States securities laws. It may be difficult to compel a non-U.S. company and its affiliates, or a foreign sovereign state, to subject themselves to a United States court’s judgment.

Neither the Amendment and Restructuring Consent Request nor any offer of Notes has been or will be registered with the United States Securities and Exchange Commission. The Notes have not been and will not be registered under the Securities Act or the securities law of any state of the United States.

Nothing in this electronic transmission constitutes or contemplates an offer to buy or the solicitation of an offer to sell securities in the United States or in any other jurisdiction.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in doubt about any aspect of this Amendment and Restructuring Consent Request and/or the action you should take, you should consult immediately your stockbroker, bank manager, solicitor, accountant or appropriately authorised independent financial adviser.

This Amendment and Restructuring Consent Request has been prepared by the Issuer and is addressed only to holders of the Notes who are persons to whom it may otherwise be lawful to distribute it (“**relevant persons**”). It is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Amendment and Restructuring Consent Request relates is available only to relevant persons and will be engaged in only with relevant persons. This Amendment and Restructuring Consent Request and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons.

Amendment and Restructuring Consent Request dated 6 August 2020

AMENDMENT AND RESTRUCTURING CONSENT REQUEST

by

ABENGOA ABENEWCO 1, S.A.U.

(the “**Issuer**”)

and

the Guarantors

in respect to holders of its outstanding

EUR 26,094,319 5/9 PER CENT. SECURED NOTES DUE 2021
(Reg S ISIN: XS1584885666 / Rule 144A ISIN: XS1584885740)

(the “**Notes**”)

6 August 2020

We refer to the syndicated loan agreement between, among others the Issuer, certain subsidiaries of the Abengoa group as guarantors, SANNE AgenSynd, S.L.U. as the agent (the “**NM2 Agent**”) and as the representative of the noteholders (the “**Representative**”) and a syndicate of creditors dated 17 March 2017, as amended and/or restated from time to time (the “**NM2 Loan Agreement**”) which is accessible via the following website http://www.abengoa.es/web/es/accionistas_y_gobierno_corporativo/informacion-a-bonistas/ (Username: nm2; Password: Nm2Abg-2017). We also refer to the Restructuring Agreement (as defined below) and the terms and conditions of the Notes. Terms defined in the NM2 Loan Agreement or the Restructuring Agreement have the same meaning in this Amendment and Restructuring Consent Request unless given a different meaning in this Amendment and Restructuring Consent Request.

Following the publication of the privileged information (*comunicación de información privilegiada*) published through the CNMV on 6 August 2020 and attached hereto as Schedule 1, Abengoa, S.A. (“**Abengoa**”), the Issuer, Abengoa Abenewco 2, S.A.U. (“**Abenewco 2**”) and Abengoa Abenewco 2 Bis, S.A.U. (“**Abenewco 2 Bis**”) and together with Abengoa, the Issuer and Abenewco 2, the “**Companies**”) have agreed with a group of their principal financial creditors the terms and conditions of the restructuring of their existing financial debt (the “**Restructuring**”). For these purposes, the

Companies have entered into an amendment and restructuring implementation agreement dated 6 August 2020 with certain of their principal financial creditors containing the full terms of the Restructuring, as set out in Appendix 1 of this Amendment and Restructuring Consent Request (the “**Restructuring Agreement**”). Holders of the Notes are requested to consider the Restructuring Agreement prior to submitting their Electronic Instructions.

The Restructuring Agreement contains, *inter alia*, certain amendments to the terms and conditions of the NM2 Loan Agreement and the Notes (which are described in the term sheet attached to the Restructuring Agreement and also attached hereto as Schedule 2 (the “**Term Sheet**”). It will be a condition to the Implementation Date of the Restructuring Agreement that the required majority of NM2 Creditors (*Acreeedores NM2*) (as defined in the NM2 Loan Agreement), which include the holders of the Notes, agree to the terms of the Restructuring Agreement.

To this effect, the Issuer, together with the Guarantors (which are set out in Schedule 4), invites holders of the Notes to consider and, if thought fit, to agree, by way of a resolution in writing (the “**Written Resolution**”) in the form set out in Schedule 3 hereto, (i) to the amendment of the NM2 Loan Agreement, (ii) to the amendment of the Notes in accordance with the terms of the Restructuring Agreement, (iii) to the terms of the Restructuring Agreement and (iv) to the approval of the relevant consents and waivers required to be approved by the holders of the Notes as set out in Appendix 4 to the Amendment and Restructuring Consent Request Letter, and, to this effect, instruct the Registered Holder to appoint the Tabulation Agent as proxy (through a power of attorney) to enter into an accession deed to the Restructuring Agreement, any relevant Restructuring Documents and any ancillary documents in connection with the Restructuring as a private or public document, and appear before a Spanish public notary in order to formalise and raise to public status the accession deed to the Restructuring Agreement, any relevant Restructuring Documents and any ancillary documents in connection with the Restructuring in accordance with the terms and conditions set out therein (the “**Amendment and Restructuring Proposal**”), all as more fully described under “*The Amendment and Restructuring Proposal*” below.

When providing its Electronic Instruction, each NM2 Noteholder shall make an election to either (i) write off 50 per cent of the outstanding principal amount of its Notes or (ii) exchange 50 per cent. of the outstanding aggregate principal amount of its Notes for NM2 MC Notes.

Additionally, when providing its Electronic Instruction, each NM2 Noteholder shall make an election to either (i) receive the restructuring fee established in clause 2.4.1 of the Restructuring Agreement or (ii) not to receive such fee. In accordance with clause 2.4.1 of the Restructuring Agreement, those NM2 Creditors who expressly elect to receive the relevant restructuring fee shall be allocated New AB1 MC Bonds in proportion to their participation in the NM2 Debt that will give a right to receive ordinary shares of Abenewco 1 with such allocation as set out in Schedule 21 of the Restructuring Agreement, subject to dilution if prior to the conversion of the relevant New AB1 MC Bonds, (a) the guarantee (*garantía de rentabilidad*) under the A3T CB Put Option Agreement is exercised and the A3T CB Bondholder has elected to convert the NM2 Contingent MC Notes into ordinary shares of Abenewco 1, and/or (b) Abengoa becomes entitled to receive the relevant fee pursuant to the Abengoa Fee Letter. In the case that any NM2 Creditors elect not to receive such fee the allocation referred to above will be reduced proportionally.

Voting instructions must be given by delivery of Electronic Instructions to the Tabulation Agent. If the Written Resolution is passed, each Beneficial Owner of Notes will be bound by the Written Resolution, whether or not such Beneficial Owner of Notes voted in respect of, or in favour of, the Resolution. If the Written Resolution is not passed by the required majority, Beneficial Owners of Notes submitting Electronic Instructions consenting to the Amendment and Restructuring Proposal accept to accede to the Restructuring Agreement individually. Individual accessions to the

Restructuring Agreement will bind only the Beneficial Owner of Notes submitting such Electronic Instructions but not the rest of the Beneficial Owners of the Notes. However, even if the Amendment and Restructuring Proposal is approved by the Beneficial Owners it will not be implemented unless (i) the applicable required majority of the NM2 Creditors (which includes the lenders under the NM2 Loan Agreement and the Beneficial Owners) and (ii) among other things, the required majorities under the conditions to the Implementation Date of the Restructuring Agreement are met.

If the Written Resolution is passed, upon all conditions precedent to the Implementation Date being satisfied or waived, certain Beneficial Owners of Notes will (if they so elect instead of the write-off option) exchange 50 per cent. of the outstanding aggregate principal amount of their Notes for NM2 MC Notes.

THE AMENDMENT AND RESTRUCTURING INVITATION WILL COMMENCE ON 6 AUGUST 2020 AND WILL EXPIRE AT 12:00 P.M. (CENTRAL EUROPEAN TIME) ON 4 SEPTEMBER 2020 (THE “EXPIRATION TIME”), UNLESS THE PERIOD FOR SUCH AMENDMENT AND RESTRUCTURING INVITATION IS EXTENDED OR TERMINATED BY THE ISSUER IN ITS SOLE DISCRETION. IF THE EXPIRATION TIME FOR THE AMENDMENT AND RESTRUCTURING INVITATION IS EXTENDED, THE ISSUER WILL PUBLICLY ANNOUNCE SUCH EXTENSION IN ACCORDANCE WITH THE TERMS OF THIS AMENDMENT AND RESTRUCTURING INVITATION.

Following the submission of Electronic Instructions, the Notes which are the subject of such instructions will be blocked from trading by the relevant Clearing System until the earlier of (i) the Restructuring Completion Date or (ii) the Termination Date (as these terms are defined herein), unless the Beneficial Owner withdraws its votes in the circumstances set out in paragraph 1 (Electronic Instruction) of the section “*Terms of the Amendment and Restructuring Invitation*”.

BENEFICIAL OWNERS OF THE NOTES SHOULD CONTACT THEIR BROKER, DEALER, COMMERCIAL BANK, CUSTODIAN, TRUST COMPANY OR ACCOUNTHOLDER, AS THE CASE MAY BE, TO CONFIRM THE DEADLINE FOR SUBMISSION OF THEIR ELECTRONIC INSTRUCTIONS SO THAT SUCH ELECTRONIC INSTRUCTIONS MAY BE PROCESSED AND DELIVERED IN A TIMELY MANNER AND IN ACCORDANCE WITH THE RELEVANT DEADLINE.

The Beneficial Owners of Notes that are held in the name of a broker, dealer, bank, custodian, trust company or other nominee or custodian should contact such entity sufficiently in advance of the Expiration Time if they wish to submit an Electronic Instruction in respect of the Written Resolution in accordance with the procedures of the relevant Clearing System (as defined herein) and the deadlines imposed by such Clearing System.

Beneficial Owners of Notes must provide their Electronic Instructions by transmitting them or procuring their transmission via Euroclear or Clearstream, Luxembourg. The procedures for submitting instructions in respect of the Amendment and Restructuring Proposal are set out in “*Terms of the Amendment and Restructuring Invitation*”.

This Amendment and Restructuring Consent Request contains important information that should be read carefully together with the Restructuring Agreement before any decision is made with respect to the Amendment and Restructuring Invitation. If you are in doubt about any aspect of this Amendment and Restructuring Proposal, the Restructuring Agreement and/or the action you should take, you should immediately consult your stockbroker, bank manager, solicitor, accountant or appropriately authorised independent financial adviser. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if they wish to make an offer to sell.

ABENGOA

Questions or requests for assistance in connection with submitting instructions and/or the delivery of Electronic Instructions may be directed to Lucid Issuer Services Limited as Tabulation Agent on +44 20 7704 0880 or by e-mail to abengoa@lucid-is.com.

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FORWARD-LOOKING STATEMENTS

This Amendment and Restructuring Consent Request includes forward-looking statements and information relating to Abengoa that are based on the beliefs of its management as well as assumptions made and information currently available to Abengoa. These forward-looking statements include, but are not limited to, all statements other than statements of historical fact contained in this Amendment and Restructuring Consent Request, including, without limitation, those regarding our plans, objectives, goals and targets. In some cases, forward-looking statements can be identified by terminology such as “aim”, “anticipate”, “believe”, “continue”, “could”, “estimate”, “expect”, “forecast”, “guidance”, “intend”, “may”, “plan”, “potential”, “predict”, “projected”, “should”, or “will” or the negative of such terms or other variations on these words or other comparable terminology. Such statements reflect the current views of Abengoa with respect to future events and are subject to risks, uncertainties and assumptions about Abengoa and its subsidiaries and investments, including, among other things, the development of Abengoa’s business, trends in its operating industry, its future capital expenditure requirements and its financial condition and liquidity and other factors identified below under the heading “*Certain Significant Considerations*”. In light of these risks, uncertainties and assumptions, the events or circumstances referred to in the forward-looking statements may not occur. None of the future projections, expectations, estimates or prospects in this Amendment and Restructuring Consent Request should be taken as forecasts or promises nor should they be taken as implying any indication, assurance or guarantee that the assumptions on which such future projections, expectations, estimates or prospects have been prepared are correct or exhaustive or, in the case of the assumptions, fully stated in this Amendment and Restructuring Consent Request.

INDICATIVE TIMETABLE

Beneficial Owners of the Notes should take note of the important indicative dates and times set out in the timetable below in connection with the Amendment and Restructuring Consent Request. This timetable is subject to change and dates and times may be extended, re-opened or amended in accordance with the terms of the Amendment and Restructuring Invitation, as described in this Amendment and Restructuring Consent Request.

Accordingly, the actual timetable may differ significantly from the timetable below.

Event	Date	Description of Event
Launch Date	6 August 2020	Amendment and Restructuring Consent Request (which includes a copy of the Restructuring Agreement) made available to Beneficial Owners of the Notes via the Tabulation Agent (free of charge).
Expiration Time	12:00 p.m. (Central European Time) on 4 September 2020	Latest time and date for delivery of Electronic Instructions, as applicable, to the Tabulation Agent, subject to the rights of the relevant Issuer to re-open, extend, decline and/or amend the Amendment and Restructuring Consent Request pursuant to the “ <i>Terms of the Amendment and Restructuring Invitation</i> ” below. By its delivery of Electronic Instructions, the Beneficial Owner of the Notes is also agreeing to undertake all the necessary procedural steps in connection with the Restructuring.

Beneficial Owners of the Notes are advised to check with the bank, securities broker, Clearing System or other intermediary through which they hold their Notes as to whether such intermediary applies different deadlines for any of the events specified above, and then to adhere to such deadlines if such deadlines are prior to the deadlines set out above.

All of the above dates are subject to earlier deadlines that may be specified by the Clearing Systems or any intermediary.

DEFINITIONS

In this Amendment and Restructuring Consent Request, the following words and expressions have, unless the context otherwise requires, the meanings set out opposite them below.

“Agents”	The Bank of New York Mellon, London Branch as principal paying agent and paying agent, and The Bank of New York Mellon S.A./N.V., Luxembourg Branch as registrar and transfer agent.
“Amendment and Restructuring Consent Request Letter”	The amendment and restructuring consent request letter dated 6 August 2020, as set out in Appendix 2 to this Amendment and Restructuring Consent Request.
“Amendment and Restructuring Invitation”	The invitation to each of the Beneficial Owners to, by way of a Written Resolution in the form set out in Schedule 3 hereto, consent to the Amendment and Restructuring Proposal.
“Amendment and Restructuring Proposal”	The proposal relating to the agreement to (i) the amendment of the NM2 Loan Agreement, (ii) the amendment of the Notes in accordance with the terms of the Restructuring Agreement, (iii) the terms of the Restructuring Agreement and (iv) the approval of the relevant consents and waivers required to be approved by the holders of the Notes as set out in Appendix 4 to the Amendment and Restructuring Consent Request Letter, and, to this effect, the instruction to the Registered Holder to appoint the Tabulation Agent to enter into an accession deed to the Restructuring Agreement, any relevant Restructuring Documents and any ancillary documents in connection with the Restructuring, as a private or public document, and appear before a Spanish public notary in order to formalise and raise to public status the accession deed to the Restructuring Agreement, any relevant Restructuring Documents and any ancillary documents in connection with the Restructuring in accordance with the terms and conditions set out therein. If accepting the Amendment and Restructuring Proposal, each NM2 Noteholder shall elect to either (i) write off 50 per cent of the outstanding principal amount of its Notes or (ii) exchange 50 per cent of the outstanding aggregate principal amount of its Notes for NM2 MC Notes. Additionally, if accepting the Amendment and Restructuring Proposal, each NM2 Noteholder shall elect to either (i) receive the restructuring fee established in clause 2.4.1 of the Restructuring Agreement or (ii) not to receive such fee.
“Beneficial Owner”	Includes (i) each person who is a Direct Participant (except that one Clearing System shall not be treated as the holder of the Notes held in the account of another Clearing System when holding on behalf of the first Clearing System’s accountholders); (ii) each person who is shown in the records of a Direct Participant as a holder of the Notes; and (iii) each person holding the Notes through a broker dealer, bank, custodian, trust company or other nominee who in turn holds the Notes through a Direct Participant.

“Business Day”	A day (other than Saturday or Sunday) on which banks are open for general business in London, Madrid, New York, Brussels and Luxembourg.
“Clearing System”	Euroclear and Clearstream, Luxembourg.
“Clearstream, Luxembourg”	Clearstream Banking S.A.
“CNMV”	The Spanish Securities and Exchange Commission (<i>Comisión Nacional del Mercado de Valores</i>).
“Direct Participant”	Each person shown in the records of Euroclear SA/NV and Clearstream, Luxembourg as a holder of the Notes.
“Electronic Instruction”	The electronic voting and blocking instructions to vote in respect of the Amendment and Restructuring Proposal, given in such form as is specified by the applicable Clearing System from time to time, being initially as specified herein.
“Euroclear”	Euroclear Bank S.A./N.V.
“Expiration Time”	12:00 p.m. (Central European Time) on 4 September 2020.
“Fiscal Agent”	The Bank of New York Mellon (acting through its London Branch).
“Group”	Abengoa and all companies which are controlled directly or indirectly by Abengoa in the terms of Article 42 of the Spanish Commercial Code (or any other article which may substitute or replace such Article).
“Implementation Date”	Has the meaning given to it in the Restructuring Agreement (and shall be the date on which all provisions of the Restructuring Agreement become fully effective).
“Issuer”	Abengoa Abenewco 1, S.A.U.
“NM2 Creditors”	Has the meaning given to this term in the NM2 Loan Agreement.
“NM2 Loan Agreement”	Syndicated loan agreement between, among others the Issuer, certain subsidiaries of the Group as guarantors, SANNE AgenSynd, S.L.U. as the agent and as the representative of the noteholders and a syndicate of creditors dated 17 March 2017, as amended and/or restated from time to time.
“NM2 MC Notes”	Has the meaning given to this term in the Restructuring Agreement.
“Notes”	Abenewco 1 EUR 26,094,319 5/9 per cent. Secured Notes due 2021 (Reg S ISIN: XS1584885666 / Rule 144A ISIN: XS1584885740).
“Obligor”	Abengoa, Abengoa Abenewco 2, S.A.U., Abengoa Abenewco 2 Bis, S.A.U., Abengoa Abenewco 1, S.A.U., A3T Luxco 2, S.A., and certain subsidiaries of Abengoa.
“Registered Holder”	The registered holder of the Notes, currently The Bank of New York Depository (Nominees) Limited.

“Restructuring”	Refers to the restructuring by Abengoa and the Group of its existing financial debt pursuant to the terms of the Restructuring Agreement.
“Restructuring Agreement”	The amendment and restructuring implementation agreement dated 6 August 2020 containing the full terms of the Restructuring, as set out in Appendix 1 to this Amendment and Restructuring Consent Request.
“Restructuring Completion Date”	Has the meaning given to it in the Restructuring Agreement (and shall be the date on which the Restructuring has been completed in accordance with the terms of the Restructuring Agreement).
“Restructuring Documents”	Has the meaning given to it in the Restructuring Agreement (and shall be all documents necessary to implement or consummate the Restructuring in accordance with the terms of the Restructuring Agreement).
“Tabulation Agent”	Lucid Issuer Services Limited.
“Termination Date”	Has the meaning given to it in the Restructuring Agreement (and shall be the date on which the Restructuring Agreement is terminated in accordance with its terms).
“Written Resolution”	The resolution in writing in the form set out in Schedule 3 hereto by way of which the Beneficial Owners are invited to consent to, <i>inter alia</i> , the amendment to the Notes and the terms of the Restructuring Agreement.

THE AMENDMENT AND RESTRUCTURING PROPOSAL

Following the publication of the privileged information (*comunicación de información privilegiada*) published through the CNMV on 6 August 2020 and attached hereto as Schedule 1, the Companies have reached an agreement with a certain group of their principal financial creditors on the terms and conditions of the Restructuring. For these purposes, the Companies have entered into the Restructuring Agreement with certain of its key financial creditors.

The Restructuring Agreement contains, *inter alia*, certain amendments to the terms and conditions of the NM2 Loan Agreement and the Notes (which are described in the Term Sheet attached to the Restructuring Agreement and also attached hereto as Schedule 2). It will be a condition to the Implementation Date of the Restructuring Agreement that the required majority of NM2 Creditors (*Acreeedores NM2*) (as defined in the NM2 Loan Agreement), which include the holders of the Notes, agree to the terms of the Restructuring Agreement.

To this effect, the Issuer, together with the Guarantors, invites holders of the Notes to consider and, if thought fit, to agree, by way of a Written Resolution in the form set out in Schedule 3 hereto, (i) to the amendment of the NM2 Loan Agreement, (ii) to the amendment of the Notes in accordance with the terms of the Restructuring Agreement, (iii) to the terms of the Restructuring Agreement and (iv) to the approval of the relevant consents and waivers required to be approved by the holders of the Notes as set out in Appendix 4 to the Amendment and Restructuring Consent Request Letter, and, to this effect, instruct the Registered Holder to appoint the Tabulation Agent as proxy (through a power of attorney) to enter into an accession deed to the Restructuring Agreement, any relevant Restructuring Documents and any ancillary documents in connection with the Restructuring, as a private or public document, and appear before a Spanish public notary in order to formalise and raise to public status the accession deed to the Restructuring Agreement, any relevant Restructuring Documents and any ancillary documents in connection with the Restructuring, in accordance with the terms and conditions set out therein.

When providing its Electronic Instruction, each NM2 Noteholder shall make an election to either (i) write off 50 per cent of the outstanding principal amount of its Notes or (ii) exchange 50 per cent of the outstanding aggregate principal amount of its Notes for NM2 MC Notes.

Additionally, when providing its Electronic Instruction, each NM2 Noteholder shall make an election to either (i) receive the restructuring fee established in clause 2.4.1 of the Restructuring Agreement or (ii) not to receive such fee. In accordance with clause 2.4.1 of the Restructuring Agreement, those NM2 Creditors who expressly elect to receive the relevant restructuring fee shall be allocated New AB1 MC Bonds in proportion to their participation in the NM2 Debt that will give a right to receive ordinary shares of Abenewco 1 with such allocation as set out in Schedule 21 of the Restructuring Agreement, subject to dilution if prior to the conversion of the relevant New AB1 MC Bonds, (a) the guarantee (*garantía de rentabilidad*) under the A3T CB Put Option Agreement is exercised and the A3T CB Bondholder has elected to convert the NM2 Contingent MC Notes into ordinary shares of Abenewco 1, and/or (b) Abengoa becomes entitled to receive the relevant fee pursuant to the Abengoa Fee Letter. In the case that any NM2 Creditors elect not to receive such fee the allocation referred to above will be reduced proportionally.

Subject to obtaining the support of the requisite majorities of financial creditors as established under applicable laws, Abengoa intends to apply for judicial approval and endorsement (*homologación judicial*) by the Mercantile Court of Seville of the Restructuring Agreement in accordance with Spanish law (the “**Homologation**”). For the avoidance of doubt, delivery of Electronic Instructions to the Tabulation Agent will also constitute approval from the Beneficial Owner of the Notes to be

bound by the Homologation. If the Homologation is approved, the Restructuring Agreement and the agreements, acts and payments made or to be fulfilled pursuant thereto will be protected against future insolvency rescission actions.

Voting instructions must be given by delivery of Electronic Instructions to the Tabulation Agent. If the Written Resolution is passed, each Beneficial Owner of Notes will be bound by the Written Resolution, whether or not such Beneficial Owner of Notes voted in respect of, or in favour of, the Resolution. If the Written Resolution is not passed by the required majority, Beneficial Owners of Notes submitting Electronic Instructions consenting to the Amendment and Restructuring Proposal accept to accede to the Restructuring Agreement individually. Individual accessions to the Restructuring Agreement will bind only the Beneficial Owner of Notes submitting such Electronic Instructions but not the rest of the Beneficial Owners of the Notes.

Following the submission of Electronic Instructions, the Notes which are the subject of such instructions will be blocked from trading by the relevant Clearing System until the earlier of (i) Restructuring Completion Date or (ii) the Termination Date (as these terms are defined herein), unless the Beneficial Owner withdraws its votes in the circumstances set out in paragraph 1 (Electronic Instruction) of the section "*Terms of the Amendment and Restructuring Invitation*".

Beneficial Owners of Notes must provide their Electronic Instructions by transmitting them or procuring their transmission via Euroclear or Clearstream, Luxembourg. The procedures for submitting instructions in respect of the Amendment and Restructuring Proposal are set out in "*Terms of the Amendment and Restructuring Invitation*".

This Amendment and Restructuring Consent Request contains important information that should be read carefully together with the Restructuring Agreement before any decision is made with respect to the Amendment and Restructuring Invitation. If you are in doubt about any aspect of this Amendment and Restructuring Proposal, the Restructuring Agreement and/or the action you should take, you should immediately consult your stockbroker, bank manager, solicitor, accountant or appropriately authorised independent financial adviser. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if they wish to make an offer to sell.

CERTAIN SIGNIFICANT CONSIDERATIONS

None of the Issuer, the Tabulation Agent, the Fiscal Agent, the Agents, the Registered Holder or any of their respective directors, officers, employees, agents or affiliates makes any recommendation as to whether a Beneficial Owner of the Notes should provide its Electronic Instructions in respect of the terms of the Amendment and Restructuring Proposal, and if given, how the Beneficial Owner should instruct the Registered Holder, and none of the Issuer or its respective board of directors has authorised any person to make any such recommendation.

Beneficial Owners of the Notes are urged to evaluate carefully all information included in this Amendment and Restructuring Consent Request together with the Restructuring Agreement, consult with their own independent legal, investment and tax advisors and make their own decision whether to provide their Electronic Instructions pursuant to the Amendment and Restructuring Invitation. Before making a decision with respect to the Amendment and Restructuring Proposal, Beneficial Owners of the Notes should carefully consider the following, in addition to the other information contained in this Amendment and Restructuring Consent Request and the Restructuring Agreement.

The Restructuring will result in the restructuring of the Issuer's and the other Obligors' capital structure and financial obligations owed to creditors, but it is uncertain whether the Group will become financially profitable or operationally viable

The Restructuring will involve the restructuring of the financial obligations owed by each of the Issuer and the other Obligors to their creditors and will result in significant changes to those obligations and to the business, operations, and structure of the Group. These changes have as their aim the attainment of operational viability and financial profitability for the Group. Because of the residual risks and uncertainties associated with the Restructuring, the ultimate impact of rulings, orders, decisions, agreements and events that occurred during, or that may occur subsequent to, the Restructuring on the Group's business, financial condition, results of operations and prospects cannot be accurately predicted or quantified.

The continuation of the Group as a going concern is contingent upon the renegotiation and agreement of its obligations with its creditors, , compliance with the terms of existing and future loan agreements, bonds and other debt instruments and financial obligations, a return to profitability, the generation of sufficient cash flows from operations to service indebtedness and to pay suppliers and trade creditors, and the obtaining of financing sources to meet future obligations. There can be no assurance given that the Group will be successful in any of these aspects, and any such failure may materially adversely affect the Group's business, financial condition, results of operations and prospects.

Beneficial Owners of the Notes are responsible for complying with the procedures of the Amendment and Restructuring Invitation

Beneficial Owners of the Notes are solely responsible for complying with all of the procedures for submitting Electronic Instructions. None of the Issuer, the Fiscal Agent, the Agents, the Registered Holder or the Tabulation Agent (or their respective directors, employees or affiliates) assumes any responsibility for informing Beneficial Owners of the Notes of irregularities or defects with respect to Electronic Instructions. Furthermore, none of the Fiscal Agent, the Agents or the Registered Holder (or their respective directors, employees or affiliates) were involved in any way in the preparation of this Amendment and Restructuring Consent Request, the Amendment and Restructuring Proposal, the Amendment and Restructuring Invitation, the Restructuring or the Restructuring Agreement.

If the Written Resolution is passed by the relevant majority, the Amendment and Restructuring Proposal will be binding on all Beneficial Owners of the Notes (subject to the terms of this Amendment and Restructuring Consent Request), including those Beneficial Owners of the Notes who do not consent to the Amendment and Restructuring Proposal.

Beneficial Owners of the Notes who do not consent to the Amendment and Restructuring Proposal will be bound by the Written Resolution (subject to the terms of this Amendment and Restructuring Consent Request). Beneficial Owners of the Notes who do not consent to the Amendment and Restructuring Proposal will not be entitled to any rights of appraisal or similar rights of dissenters with respect to the adoption of the Written Resolution.

If the Written Resolution is not passed by the required majority, Beneficial Owners of Notes submitting Electronic Instructions consenting to the Amendment and Restructuring Proposal accept to accede to the Restructuring Agreement individually. Individual accessions to the Restructuring Agreement will bind only the Beneficial Owner of Notes submitting such Electronic Instructions but not the rest of the Beneficial Owners of the Notes.

The Restructuring might not be implemented even if the Written Resolution is passed by the Noteholders

For the Restructuring Agreement to become fully effective and the Restructuring to be implemented, among other things, the relevant majorities set out as conditions to the Implementation Date of the Restructuring Agreement need to be met.

In particular, in respect of the NM2 Creditors, it should be noted that per Clause 5.4 of the NM2 Loan Agreement, any decision, action, amendment or authorisation required by the NM2 Creditors in connection with the NM2 Debt Instruments (*Instrumentos de Deuda del NM2*) (as defined in the NM2 Loan Agreement, which include the lenders' participation and the Notes), as well as any temporary or occasional waiver by the NM2 Creditors of rights or claims under the NM2 Debt Instruments will require the consent of the majority (more than 50 per cent), the reinforced majority (more than 90%) or the unanimous approval of the NM2 Creditors, as applicable.

Therefore, even if the Amendment and Restructuring Proposal is approved by the Beneficial Owners it will not be implemented unless (i) the applicable required majority of the NM2 Creditors (which includes the lenders under the NM2 Loan Agreement and the Beneficial Owners) and (ii) among other things, the required majorities under the conditions to the Implementation Date of the Restructuring Agreement are met.

Resolutions passed by the relevant majority of the NM2 Creditors shall be binding on all the NM2 Creditors (including the Beneficial Owners), including any dissenting parties and those who did not take part in the vote.

Blocking of Notes

Beneficial Owners of the Notes that participate in the Amendment and Restructuring Invitation should note that following the submission of an Electronic Instruction the Notes that are the subject of such Electronic Instructions will be blocked, except for permitted transfers under the terms of the Restructuring Agreement. Electronic Instructions will remain blocked until the earlier of (i) the Restructuring Completion Date or (ii) the Termination Date (as these terms are defined herein), unless the Beneficial Owner withdraws its votes in the circumstances set out in paragraph 1 (Electronic Instruction) of the section "*Terms of the Amendment and Restructuring Invitation*".

The Group cannot predict the length of time required for the Restructuring Completion Date to occur

The Group cannot predict or ascertain the length of time required for the Restructuring Completion Date to occur. Similarly, the Group cannot predict or ascertain the outcome of the Restructuring or any corresponding impact on the Obligors, their business, results of operations, financial condition and prospects, the Notes or the rights of the Beneficial Owners of the Notes. So long as the processes related to the Restructuring continue, the Group's senior management will be required to expend a significant amount of time and effort on the Obligors' restructuring instead of focusing on the Group's business and operations. The Group will also be required to incur substantial costs for professional fees and other expenses and costs associated with the Restructuring, which, if it is unable to fund, could jeopardise the restructuring of the Group and its business.

Even if the Restructuring is resolved on a timely basis, the Restructuring itself could materially adversely affect the Group's business, results of operations and financial condition. Due to the uncertainty about the prospects of the Group, the Group is subject to the increased risk that, among other things, the Group's customers could move to competitors (including competitors with comparatively greater financial resources or that are in comparatively less financial distress) the Group's employees and key management and technical personnel may be distracted from business operations performance of duties and/or may be easily attracted to other career opportunities, the Group's liquidity and cash position could be significantly or irreparably harmed, and business partners and counterparties could terminate their relationship with the Group or demand financial assurances or enhanced performance, any of which could impair the Group's business, results of operations, financial condition and prospects. Moreover, these risks may be exacerbated by any prolonged duration to or delay of resolution of the Restructuring.

Under Spanish law, the Homologation is subject to appeal and may be overturned

Under Spanish law, a challenge to a Homologation may be filed with the Mercantile Court of Seville that approved such Homologation up to fifteen court days after the judicial decision approving the Homologation is published. Matters that may be challenged include an insufficient percentage of creditors of financial indebtedness required to approve the Restructuring Agreement. If any such challenge is resolved adversely to the relevant Obligor, the Homologation in relation to such Obligor may be revoked, which could materially adversely affect the Obligor's business, financial condition, results of operations and prospects.

There can be no certainty about the price of any instruments which Beneficial Owners of the Notes may receive following the Restructuring

As a result of the Restructuring, certain Beneficial Owners of the Notes will (if they so elect) receive new equity-linked instruments from the Issuer in exchange for their current Notes. The market price of any instruments received is likely to be volatile. Beneficial Owners of the Notes may be unable to sell these equity-linked instruments for a price greater than the amount originally paid for the Notes or at all and may suffer a significant loss.

Furthermore, there will likely be a limited trading market for any equity-linked instruments of the Issuer and there can be no assurance that an active trading market will develop or be sustained. Even if developed, the market price of any equity-linked instruments may fluctuate due to the Group's business, results of operations, financial condition and prospects, changes in the Group's management and key personnel, changes in market valuations of similar companies and/or speculation in the press or investment community regarding the Group. Securities markets in general may experience extreme volatility that is unrelated to the operating performance of particular

companies. Any broad market fluctuations may materially and adversely affect the trading price of any instruments in the Group.

Additionally, any future issuances or sales of debt, equity or equity-linked instruments in the Group could cause a decline in the market price of the equity-linked instruments received as a result of the Restructuring and could dilute the corresponding ownership interests of the Beneficial Owners of the Notes.

Beneficial Owners of the Notes in countries with currencies other than the euro face additional investment risk from currency exchange rate fluctuations in connection with their holding of any equity and debt instruments of the Group.

Responsibility for Information on the Issuer and the Notes

Beneficial Owners of the Notes are responsible for independently investigating the position of the Issuer and the nature of the Notes. None of the Issuer, the Fiscal Agent, the Agents, the Registered Holder or the Tabulation Agent (or their respective directors, employees or affiliates) assumes any responsibility for informing Beneficial Owners of the Notes as to the position of the Issuer, the nature of the Notes and/or the effects of the Amendment and Restructuring Proposal, the Amendment and Restructuring Invitation, the Restructuring or the Restructuring Agreement in connection with this Amendment and Restructuring Consent Request or otherwise.

Limited ability to revoke instructions once validly delivered

Beneficial Owners of the Notes who have submitted Electronic Instructions prior to the Expiration Time, do not have a right to revoke such instruction except as set out in paragraph 6 (Withdrawal Rights) of section "Terms of the Amendment and Restructuring Invitation". As such, a Beneficial Owner will only be able to withdraw its submitted instructions on the Amendment and Restructuring Proposal in limited circumstances.

The Amendment and Restructuring Invitation may be terminated or amended

Subject to applicable law and as provided in this Amendment and Restructuring Consent Request, the Issuer may, in its sole discretion, extend, re-open, amend or terminate the Amendment and Restructuring Invitation at any time before such announcement. If the Expiration Time for the Amendment and Restructuring Invitation is extended, the Issuer will publicly announce such extension in accordance with the terms of this Amendment and Restructuring Invitation.

Beneficial Owners of the Notes are responsible for assessing the merits of the Amendment and Restructuring Invitation

Each Beneficial Owner of the Notes is responsible for independently investigating the position of the Issuer and the nature of the Notes and for assessing the merits of the Amendment and Restructuring Invitation. None of the Issuer, the Fiscal Agent, the Agents, the Registered Holder or the Tabulation Agent (or their respective directors, employees or affiliates) has made or will make any assessment of the merits, effectiveness or validity of the Amendment and Restructuring Consent Request, the Amendment and Restructuring Invitation, the Amendment and Restructuring Proposal, the Restructuring or the Restructuring Agreement, the legality of any Beneficial Owner of the Notes' participation in the Amendment and Restructuring Consent Request, the Amendment and Restructuring Invitation or of the impact of the Amendment and Restructuring Invitation, the Restructuring, the Amendment and Restructuring Proposal or the Restructuring Agreement on the interests of the Beneficial Owners of the Notes either as a class or as individuals.

Without limitation, none of the Fiscal Agent, the Agents or the Registered Holder (or their respective directors, employees or affiliates) has been involved in the construction, negotiation or presentation of, expresses any opinion as to, or has any liability for, the validity, effectiveness or enforceability of

the instructions of any Beneficial Owner of the Notes in respect of the Amendment and Restructuring Proposal, the appointment of the Tabulation Agent and the grant of a power of attorney in connection therewith, the entry into an accession deed to the Restructuring Agreement by the Tabulation Agent or the treatment of the Notes relating to such instructions for the purposes of the Homologation or otherwise.

Beneficial Owners of the Notes are responsible for consulting with their advisors

Beneficial Owners of the Notes should consult their own tax, accounting, financial, legal and other advisers regarding the suitability to themselves of the tax, accounting and other consequences of participating or declining to participate in the Amendment and Restructuring Invitation. Each Beneficial Owner of the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that participation in the Amendment and Restructuring Invitation is fully consistent with its objectives and condition, complies and is fully consistent with all internal policies, guidelines and restrictions applicable to it and is a fit, proper and suitable action for it. Beneficial Owners of the Notes are solely liable for any taxes and similar or related payments imposed under the laws of any applicable jurisdiction and have no recourse to the Issuer, the Fiscal Agent, the Agents, the Registered Holder or the Tabulation Agent (or their respective directors, employees or affiliates) with respect to any such taxes or related payments arising in connection with the Amendment and Restructuring Proposal, the Amendment and Restructuring Invitation or the Restructuring Agreement.

TERMS OF THE AMENDMENT AND RESTRUCTURING INVITATION

Subject as provided herein, the Issuer hereby invites each Beneficial Owner of the Notes to submit an Electronic Instruction in respect of the Amendment and Restructuring Proposal.

Beneficial Owners of the Notes who need assistance with respect to the procedures for participating in the Amendment and Restructuring Invitation should contact the Tabulation Agent, the contact details for which are on the last page of this Amendment and Restructuring Consent Request.

Beneficial Owners of the Notes are advised to check with any bank, securities broker or other intermediary through which they hold Notes whether such intermediary would require receipt of Electronic Instructions or instructions to participate in the Amendment and Restructuring Invitation before the deadlines and within the periods specified in this Amendment and Restructuring Consent Request. The deadline(s) set by each Clearing System for the submission of Electronic Instructions may also be earlier than the relevant deadline(s) specified in this Amendment and Restructuring Consent Request.

Only Direct Participants may submit Electronic Instructions. Each Beneficial Owner of the Notes that is not a Direct Participant must arrange for the Direct Participant through which it holds the Notes or for the broker, dealer, bank, custodian, trust company or other nominee through which it holds the Notes to arrange for their Direct Participant to submit an Electronic Instruction, on its behalf to the relevant Clearing System prior to the deadline(s) specified by Euroclear and Clearstream, so as to be received by the Tabulation Agent prior to the Expiration Time, as applicable.

The Amendment and Restructuring Invitation

The Issuer, together with the Guarantors, invites holders of the Notes to, by way of a Written Resolution in the form set out in Schedule 3 hereto, consider and, if thought fit, to agree to the amendment of the Notes and the terms of the Amendment and Restructuring Proposal.

1. Electronic Instruction

If you wish to consent to or to reject the Amendment and Restructuring Proposal, please arrange for the Direct Participant through which you hold your Notes to submit a valid Electronic Instruction through the systems of, and in accordance with the procedures of, Euroclear or Clearstream, Luxembourg, as applicable, responding to the Amendment and Restructuring Proposal, such Electronic Instruction to be received by the Tabulation Agent by no later than the Expiration Time. To respond effectively to the Amendment and Restructuring Proposal, in order either to consent to it or to reject it, you will need to electronically transmit your Electronic Instructions via a message to Euroclear or Clearstream, Luxembourg, as applicable, containing the following information:

- (i) The ISIN of the Notes;
- (ii) (a) The name of the Beneficial Owner of the Notes and (b) the email address of the Beneficial Owner of the Notes;
- (iii) The name of the Direct Participant and the securities account number at Euroclear or Clearstream, Luxembourg in which the Notes are held;
- (iv) The event or reference number issued by Euroclear or Clearstream, Luxembourg, as applicable;
- (v) Your response to the Amendment and Restructuring Proposal:

- you consent to the Amendment and Restructuring Proposal and wish to (if necessary individually) accede to the Restructuring Agreement and you (i) wish to exchange 50 per cent. of the outstanding aggregate principal amount of your Notes for new NM2 MC Notes as described in the Restructuring Agreement, and (ii) wish to receive the relevant restructuring fee in accordance with clause 2.4.1 of the Restructuring Agreement; or
 - you consent to the Amendment and Restructuring Proposal and wish to (if necessary individually) accede to the Restructuring Agreement and you (i) wish to exchange 50 per cent. of the outstanding aggregate principal amount of your Notes for new NM2 MC Notes as described in the Restructuring Agreement, and (ii) do not wish to receive the relevant restructuring fee in accordance with clause 2.4.1 of the Restructuring Agreement; or
 - you consent to the Amendment and Restructuring Proposal and wish to (if necessary individually) accede to the Restructuring Agreement and you (i) wish to write off 50 per cent. of the outstanding aggregate principal amount of your Notes as described in the Restructuring Agreement, and (ii) wish to receive the relevant restructuring fee in accordance with clause 2.4.1 of the Restructuring Agreement; or
 - you consent to the Amendment and Restructuring Proposal and wish to (if necessary individually) accede to the Restructuring Agreement and you (i) wish to write off 50 per cent. of the outstanding aggregate principal amount of your Notes as described in the Restructuring Agreement, and (ii) do not wish to receive the relevant restructuring fee in accordance with clause 2.4.1 of the Restructuring Agreement; or
 - you do not consent to Amendment and Restructuring Proposal (which will imply the write-off 50 per cent. of the outstanding aggregate principal amount of your Notes and no restructuring fee).
- (vi) The aggregate principal amount of the Notes in respect of which you wish the Tabulation Agent to record your response to the Amendment and Restructuring Proposal; and
- (vii) Any other information as may be required by Euroclear or Clearstream, Luxembourg, as applicable, and duly notified to the Beneficial Owner prior to the submission of the Electronic Instructions.

Please note that only Direct Participants may submit Electronic Instructions. Each Beneficial Owner that is not a Direct Participant must arrange for the Direct Participant through which it holds the relevant Notes to submit an Electronic Instruction on its behalf to Euroclear or Clearstream, Luxembourg, as applicable, by the deadlines specified by Euroclear or Clearstream, Luxembourg, as applicable.

Beneficial Owners are urged to deliver or procure the delivery of valid Electronic Instructions through Euroclear or Clearstream, Luxembourg in accordance with the procedures of, and within the time limits specified by, Euroclear or Clearstream, Luxembourg for receipt by the Tabulation Agent, prior to the Expiration Date.

Beneficial Owners should note the particular practice of Euroclear or Clearstream, Luxembourg, including any earlier deadlines set by Euroclear or Clearstream, Luxembourg.

Electronic Instructions submitted by or on behalf of Beneficial Owners of the Notes may be withdrawn by that Beneficial Owner by submission to the Tabulation Agent of an electronic withdrawal instruction in accordance with the procedures of the relevant Clearing System in the circumstances described in paragraph 6 (Withdrawal Rights) below and, following such withdrawal,

the vote shall lapse. Following such electronic withdrawal instruction, the Tabulation Agent will advise the relevant Clearing System that the relevant Notes should be unblocked.

Beneficial Owners who wish to exercise their right of withdrawal having validly submitted Electronic Instructions through the relevant Clearing System, must submit an electronic withdrawal instruction in accordance with the requirements of the relevant Clearing System. To be valid, such instruction must specify the Notes to which the Electronic Instruction related, the securities account to which such Notes are credited and any other information and documentation required by the relevant Clearing System and/or the Tabulation Agent.

The Issuer reserves the right, at any time and in its sole discretion, subject to applicable law, to extend the Expiration Date. The Issuer reserves the right, in its sole discretion subject to the terms and conditions set out herein, to amend the Amendment and Restructuring Proposal in any respect, or to terminate the Amendment and Restructuring Proposal by giving written notice of such amendment or termination to the Tabulation Agent. If the Expiration Time for the Amendment and Restructuring Invitation is extended, the Issuer will publicly announce such extension in accordance with the terms of this Amendment and Restructuring Invitation. There can be no assurance that the Issuer will exercise its right to extend, terminate or amend the Amendment and Restructuring Consent Request.

2. Blocking of Notes

When considering whether to submit an Electronic Instruction, Beneficial Owners should take into account that restrictions on the transfer of Notes by Beneficial Owners will apply from the time of such submission, except for permitted transfers of the Notes under the terms of the Restructuring Agreement. A Beneficial Owner will, on submitting an Electronic Instruction, agree that the Notes that are the subject of such Electronic Instructions will be blocked in the relevant account at the relevant Clearing System from the date the Electronic Instruction is submitted until the earlier of (i) Restructuring Completion Date or (ii) the Termination Date (as these terms are defined herein), unless the Beneficial Owner withdraws its Electronic Instructions in the circumstances set out in paragraph 1 (Electronic Instruction) above.

3. Required Majority

Please note that, per Clause 5.4 of the NM2 Loan Agreement, certain decisions, actions, amendments or authorisations required by the NM2 Creditors in connection with the NM2 Debt Instruments, as well as any temporary or occasional waiver by the NM2 Creditors of rights or claims under the NM2 Debt Instruments will require the consent of the reinforced majority (more than 90 per cent) of the NM2 Creditors.

Therefore, even if the Amendment and Restructuring Proposal is approved by the Beneficial Owners it will not be implemented unless the applicable required majority of the NM2 Creditors (which includes the lenders under the NM2 Loan Agreement and the Beneficial Owners) is achieved.

Resolutions passed by the relevant majority of the NM2 Creditors shall be binding on all the NM2 Creditors (including the Beneficial Owners), including any dissenting parties and those who did not take part in the vote.

For the purposes of the regime established in the NM2 Loan Agreement, the vote of the Beneficial Owners as NM2 Creditors shall be determined as a whole at a meeting of holders of the Notes or by way of a written resolution, the resolution passed shall be binding on all Beneficial Owners, and for the purposes of the NM2 Loan Agreement such resolution shall be taken as if individually passed in the same sense of vote of the meeting by each Beneficial Owner. For these purposes, the Written Resolution shall be passed if it is signed by or on behalf of 75 per cent. of the Beneficial Owners.

Save as provided below, the Amendment and Restructuring Proposal set forth in this Amendment and Restructuring Consent Request requires the approval of greater than 90 per cent of the NM2 Creditors, as set out in the Amendment and Restructuring Proposal.

The approval of the relevant consents and waivers required to be approved by the holders of the Notes as set out in Appendix 4 to the Amendment and Restructuring Consent Request Letter requires the approval of greater than 50 per cent of the NM2 Creditors.

4. Failure to respond to this Consent Request

Please note that, per Clause 5.4.3 of the NM2 Loan Agreement if the relevant Beneficial Owner does not submit an Electronic Instruction on the Amendment and Restructuring Proposal within 10 calendar days from the date of this Amendment and Restructuring Consent Request, the vote corresponding to the relevant Beneficial Owners will be excluded.

If the matters are subject to a simple majority, this rule shall not apply if the NM2 Creditors expressing their approval or rejection of a proposal within the aforementioned deadline account for an aggregate participation of less than 50 per cent. of the NM2 Drawn Amount (as defined in the NM2 Loan Agreement).

For the purposes of a reinforced majority, an aggregate participation of greater than 70 per cent of the NM2 Drawn Amount is required for the votes of all the NM2 Creditors to be counted.

If a Beneficial Owner does not submit an Electronic Instruction and the Amendment and Restructuring Proposal is approved, such Beneficial Owner's Notes will be subject to the write-off described in the Restructuring Agreement and such Beneficial Owner will not be eligible to receive any restructuring fee.

5. Effect of submitting Electronic Instruction

Immediately following the Expiration Time, the Tabulation Agent will collate the Electronic Instructions received and certify to the Registered Holder and the Issuer how many consents and rejections of the Amendment and Restructuring Proposal have been received by virtue of the Electronic Instructions, with a copy to the NM2 Agent, the Representative and the Fiscal Agent. If the requisite level of consent is obtained, the Registered Holder will sign the Written Resolution on behalf of the Beneficial Owners.

The submission of a valid Electronic Instruction consenting to the Amendment and Restructuring Proposal will instruct the Registered Holder to sign the Written Resolution to approve the Amendment and Restructuring Proposal on your behalf PROVIDED THAT no liability whatsoever shall attach to the Registered Holder for undertaking such instruction and signing the Written Resolution as instructed by the Beneficial Owners.

If the Written Resolution is not passed, the Beneficial Owners who have approved the Amendment and Restructuring Proposal will accede individually to the Restructuring Agreement. In such case, the submission of a valid Electronic Instruction consenting to the Amendment and Restructuring Proposal will instruct the Registered Holder to sign the Restructuring Agreement on your behalf.

Any Electronic Instructions delivered in accordance with this Amendment and Restructuring Consent Request are irrevocable except for the right to withdraw as provided in paragraph 1 (Electronic Instruction) above.

Assuming the Amendment and Restructuring Proposal is approved, the Amendment and Restructuring Proposal will be binding on the Registered Holder and all Beneficial Owners, including

those Beneficial Owners who do not consent to the Amendment and Restructuring Proposal or do not vote at all.

6. Withdrawal Rights

Subject to applicable law, if the Issuer makes a new invitation to Beneficial Owners to vote in respect of the Written Resolution, or amends the terms of the Amendment and Restructuring Consent Request in any other way or makes a new invitation to Beneficial Owners to vote in respect of the relevant resolution on different terms which, in the Issuer's sole opinion, acting in accordance with applicable law, are materially less beneficial for the Beneficial Owners, then the Issuer will extend the Amendment and Restructuring Consent Request for a period deemed by the Issuer to be adequate, acting in accordance with applicable law, to permit Beneficial Owners to deliver or revoke their Electronic Instructions in respect of such votes and, whether such notice is given before or after the Expiration Time, such Beneficial Owners shall thereupon be entitled, acting in accordance with applicable law, to withdraw any Electronic Instruction given by them, in accordance with the procedure set out in paragraph 1 (Electronic Instruction) above. When considering whether a matter is, or is not, materially less beneficial for Beneficial Owners, the Issuer shall not be obliged to have regards to the individual circumstances of particular Beneficial Owners.

7. General

This Amendment and Restructuring Consent Request and the Restructuring Agreement contain important information that should be read carefully before any decision is made with respect to the Amendment and Restructuring Consent Request. If you are in doubt about any aspect of this Amendment and Restructuring Proposal and/or the action you should take, you should immediately consult your stockbroker, bank manager, solicitor, accountant or appropriately authorised independent financial adviser. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if they wish to make an offer to sell.

In particular, Beneficial Owners are requested to submit their Electronic Instructions after reading the terms of the Restructuring Agreement containing the full terms of the proposed amendments to the NM2 Loan Agreement and the Notes and the Restructuring.

In accordance with usual practice, the Issuer, the Tabulation Agent, the Registered Holder, the Fiscal Agent and the Agents express no views on the merits of the Amendment and Restructuring Consent Request or the Amendment and Restructuring Proposal.

The Tabulation Agent, the Registered Holder, the Fiscal Agent and the Agents and any of their respective directors, officers, employees or affiliates have not been involved in negotiating or formulating the terms of the Amendment and Restructuring Consent Request or the Amendment and Restructuring Proposal and make no representation that all relevant information has been disclosed to the relevant Beneficial Owners in or pursuant to this Amendment and Restructuring Consent Request and the Amendment and Restructuring Proposal.

8. Representations by holders of Notes

By submitting a valid Electronic Instruction to the relevant Clearing System in accordance with the standard procedures of such Clearing System, the Beneficial Owner and any Direct Participant submitting such Electronic Instruction on the Beneficial Owner's behalf shall be deemed to agree to,

acknowledge, represent, warrant and undertake to the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents the following:

- (1) All communications, payments or notices to be delivered to or by a Beneficial Owner of the Notes will be delivered by or sent to or by it at its own risk.
- (2) The submission of an Electronic Instruction to the relevant Clearing System will be deemed to constitute an agreement, acknowledgement, undertaking, representation and warranty by the Beneficial Owner of the Notes and any Direct Participant submitting such Electronic Instruction on such holder's behalf to each of the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent and the Agents that at the time of submission of the Electronic Instruction at the Expiration Date (save that paragraphs t. and u. below shall apply only to any Beneficial Owner that elects to exchange 50 per cent. of the outstanding aggregate principal amount of its Notes for new NM2 MC Notes):
 - a. it acknowledges that it has received and reviewed, understands and accepts the terms, conditions, offer and distribution restrictions and other considerations set out in the Amendment and Restructuring Consent Request;
 - b. it consents and authorises the relevant Clearing System to provide each of the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent and the Agents its Electronic Instruction;
 - c. it acknowledges that none of the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents or any of their respective affiliates, directors or employees has made any recommendation as to whether (or how) to vote in respect of the Amendment and Restructuring Proposal and it represents that it has made its own decision with regard to voting in respect of the Amendment and Restructuring Proposal based on any legal, tax or financial advice that it has deemed necessary to seek;
 - d. it acknowledges that all authority conferred or agreed to be conferred pursuant to these acknowledgements, representations, warranties and undertakings and every obligation of the Beneficial Owners of the Notes submitting an Electronic Instruction in respect of the Amendment and Restructuring Proposal shall to the extent permitted by applicable law be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Beneficial Owners of the Notes submitting an Electronic Instruction in respect of the Amendment and Restructuring Proposal and shall not be affected by, and shall survive, the death or incapacity of the Beneficial Owners of the Notes submitting an Electronic Instruction in respect of the Amendment and Restructuring Proposal, as the case may be;
 - e. it acknowledges that none of the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents or any of their respective affiliates, directors or employees has given it any information with respect to the Amendment and Restructuring Consent Request save as expressly set out in the Amendment and Restructuring Consent Request and any notice in relation thereto nor has any of them made any recommendation to it as to whether it should vote in respect of the Amendment and Restructuring Proposal and it has made its own decision with regard to voting in respect of the Amendment and Restructuring Proposal based on any legal, tax or financial advice it has deemed necessary to seek;
 - f. it acknowledges that no information has been provided to it by the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents or any of their respective

affiliates, directors or employees with regard to the tax consequences to Beneficial Owners of the Notes arising from the Amendment and Restructuring Proposal, and hereby acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Amendment and Restructuring Consent Request and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents or any of their affiliates, directors or employees or any other person in respect of such taxes and payments;

- g. it has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from it, in each respect, in connection with the Amendment and Restructuring Consent Request or submitting an Electronic Instruction in respect of the Amendment and Restructuring Proposal, in any jurisdiction and that it has not taken or omitted to take any action in breach of these representations or which will or may result in the Issuer or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Amendment and Restructuring Consent Request or any votes in respect of the Amendment and Restructuring Proposal;
- h. it has full power and authority to submit an Electronic Instruction;
- i. any Electronic Instruction delivered by it in respect of the Amendment and Restructuring Proposal is made upon the terms and subject to the conditions of the Amendment and Restructuring Consent Request. It acknowledges that the submission of a consent delivered via a valid Electronic Instruction in respect of the Amendment and Restructuring Proposal to the relevant Clearing System and/or the Tabulation Agent, as applicable, in accordance with the standard procedures of the relevant Clearing System constitutes its consent to the Amendment and Restructuring Proposal and instruction to the Registered Holder, to sign the Written Resolution on its behalf by acknowledging the certification received from the Tabulation Agent and that no liability whatsoever shall attach to the Registered Holder for undertaking such instruction;
- j. it agrees to ratify and confirm each and every act or thing that may be done or effected by the Issuer, any of their respective directors or any person nominated by the Issuer in the proper exercise of his or her powers and/or authority hereunder;
- k. it agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by the Issuer to be desirable, in each case to perfect any of the authorities expressed to be given hereunder;
- l. it will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Issuer to be necessary or desirable to effect delivery of the Electronic Instructions related to such Notes or to evidence such power and authority;
- m. it is not a person (i) from whom it is unlawful to seek approval of the Amendment and Restructuring Proposal, (ii) for whom it is unlawful (A) to receive the Amendment and Restructuring Consent Request, (B) to otherwise participate in the Amendment and Restructuring Consent Request process and (C) to receive new NM2 MC Notes (as the case may be);
- n. it is a qualified investor, as such term is defined in Regulation (EU) 2017/1129;

- o. all communications, payments or notices to be delivered to or by a Beneficial Owner of the Notes will be delivered by or sent to or by it at its own risk;
- p. the terms and conditions of the Amendment and Restructuring Consent Request shall be deemed to be incorporated in, and form a part of, the Electronic Instruction which shall be read and construed accordingly and that the information given by or on behalf of such Beneficial Owner of the Notes in the Electronic Instruction is true;
- q. it holds and will hold the Notes specified in the Electronic Instruction in the account(s) specified in the Electronic Instruction. It further hereby represents, warrants and undertakes that, by submitting the Electronic Instruction, in accordance with the procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and by the deadline required by Euroclear or Clearstream, Luxembourg it has irrevocably instructed Euroclear or Clearstream, Luxembourg, as the case may be, to block such Notes with effect on and from the date of the Electronic Instruction so that, at any time until the earlier of (i) the Restructuring Completion Date or (ii) the Termination Date (as these terms are defined herein), unless the Beneficial Owner withdraws its votes in the circumstances set out in paragraph 1 (Electronic Instruction) of the section "*Terms of the Amendment and Restructuring Invitation*", no transfers of such Notes may be effected (except as permitted under the terms of the Restructuring Agreement); and it hereby represents, warrants and undertakes that, by submitting the Electronic Instruction, it has delivered an individual, matching blocking instruction in respect of the relevant Notes specified in the Electronic Instruction to Euroclear or Clearstream, Luxembourg and has ensured that the relevant blocking instruction can be allocated to such Notes;
- r. the Electronic Instruction is made on the terms and conditions set out in this Amendment and Restructuring Consent Request;
- s. the Electronic Instruction is being submitted in compliance with all applicable laws and/or regulations of the jurisdiction in which the Beneficial Owner of the Notes is located and/or in which it is resident and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with each such instruction;
- t. without prejudice to any warranties of any Beneficial Owners of the Notes submitting an Electronic Instruction in respect of the Amendment and Restructuring Proposal specifically provided hereunder, it (i) exercises or acquires securities in the normal course of business, invests in or purchases securities regularly, (ii) has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of subscribing the new equity-linked instruments, (iii) is aware that it bears the economic risk of an investment in the new equity-linked instruments for an indefinite period of time, (iv) is able to bear such risk for an indefinite period, (v) is able to sustain a complete loss of its investment in the new equity-linked instruments, (vi) has received and reviewed all information it believes is appropriate or necessary in connection with its subscription of the new equity-linked instruments, (vii) has conducted its own investigation with respect to the Group, the new equity-linked instruments and this Amendment and Restructuring Proposal as it has deemed appropriate or necessary to make its investment decision in respect of the new equity-linked instruments, (viii) has not relied on any investigation that any other person may or may not have conducted or any other additional information and has relied solely on its own judgment, examination and due diligence, and (ix) subscribes the new equity-linked instruments

for its own account and not as a nominee or agent and not with a view to any distribution, offer or resale thereof and has no arrangement with any other person to that effect;

- u. it understands that the new equity-linked instruments have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or any securities law of any State of the United States, and, for so long as such securities are deemed to be “restricted securities” as defined in Rule 144 under the Securities Act, may not be offered, sold, pledged, or otherwise transferred except (i) to the Issuer, (ii) pursuant to a registration statement which has been declared effective under the Securities Act, (iii) pursuant to offers and sales that occur outside the United States in compliance with Regulation S under the Securities Act, or (iv) pursuant to any available exemption from the registration requirements of the Securities Act, and in each case in compliance with any applicable securities laws of any State of the United States or other jurisdiction; and
- v. the Beneficial Owner of the Notes is located outside the United States and its Electronic Instruction to vote on the Amendment and Restructuring Proposal will be submitted from outside the United States or if the Beneficial Owner of the Notes is located in the United States, such Beneficial Owner or Direct Participant on its behalf has contacted the Tabulation Agent to inform it as to whether (a) the Beneficial Owner of the Notes is located in the United States and is a qualified institutional buyer (“**QIB**”) within the meaning of Rule 144A under the Securities Act or an institutional accredited investor (“**IAI**”) as defined in Rule 501(a)(1), (2), (3) and (7) of the Securities Act or (b) it has otherwise contacted the Tabulation Agent to inform it that it is unable to make the representation in (a) above and have provided it details of its location and investor status.

If the relevant Beneficial Owner of the Notes is unable to give any of the representations and warranties described in (a) to (v) above, such Beneficial Owner of the Notes should contact the Tabulation Agent.

- (1) Any notice or announcement given to a Beneficial Owner of the Notes in connection with the Amendment and Restructuring Consent Request will be deemed to have been duly given on the day that it is delivered by the Tabulation Agent to the Clearing Systems.
- (2) This Amendment and Restructuring Consent Request and each Electronic Instruction and any non-contractual obligations arising out of or in connection with any of the aforesaid shall be governed by and construed in accordance with English law. By submitting an Electronic Instruction in respect of the Amendment and Restructuring Proposal, a Beneficial Owner of the Notes irrevocably and unconditionally agrees, for the benefit the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent and the Agents that the courts of England are to have jurisdiction to settle any disputes which may arise in connection with the Amendment and Restructuring Consent Request and the Electronic Instruction and any non-contractual obligations arising out of or in connection with any of the aforesaid or any of the documents referred to above and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.
- (3) None of the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents or any of their respective affiliates, directors or employees makes any recommendation as to whether or not to accept the Amendment and Restructuring Consent Request or otherwise to exercise any rights in respect of the Notes. Beneficial Owners of the Notes must make

their own decision with regard to submitting Electronic Instructions in respect of the Amendment and Restructuring Proposal.

- (4) All questions as to the validity, form and eligibility (including the time of receipt) of any Electronic Instruction, or revocation or revision thereof or delivery of any Electronic Instruction will be determined by the Issuer in its sole discretion, which determination will be final and binding. Subject to applicable laws, the Issuer's interpretation of the terms and conditions of the Amendment and Restructuring Consent Request and any vote (including any instructions in the Electronic Instruction) shall be final and binding. No alternative, conditional or (subject to the terms herein) contingent Electronic Instructions will be accepted. Subject to applicable law, the Issuer may: (a) in its absolute discretion reject any Electronic Instruction submitted by a Beneficial Owner or (b) in its absolute discretion elect to treat as valid an Electronic Instruction, not complying in all respects with the terms of the Amendment and Restructuring Consent Request or in respect of which the relevant Beneficial Owner of the Notes does not comply with all the subsequent requirements of these terms and such determination will be final and binding.
- (5) Unless waived by the Issuer any irregularities in connection with any Electronic Instruction, must be cured within such time as the Issuer shall in its absolute discretion determine. None of the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents, any of their respective affiliates, directors or employees or any other person will be under any duty to give notification of any defects or irregularities in such Electronic Instruction, nor will any of such entities or persons incur any liability for failure to give such notification.
- (6) None of the Issuer, the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents or any of their respective affiliates, directors or employees accepts any responsibility whatsoever for failure of delivery of any Electronic Instruction, or any other notice or communication or any other action required under these terms. The Issuer's determination in respect of any Electronic Instruction, or any other notice or communication shall be final and binding.
- (7) None of the Registered Holder, the Tabulation Agent, the Fiscal Agent, the Agents or any of their respective affiliates, directors or employees shall assume any liability as a result of the Issuer making any elections or determinations in connection with the matters contained in the Amendment and Restructuring Consent Request.
- (8) If the Written Resolution is passed, upon all conditions precedent to the Implementation Date being satisfied or waived, certain Beneficial Owners of Notes may elect to (i) exchange 50 per cent of the outstanding aggregate principal amount of their Notes for NM2 MC Notes, and (ii) receive the relevant restructuring fee in accordance with clause 2.4.1 of the Restructuring Agreement.
- (9) Even if the Written Resolution is not approved, each Beneficial Owner of Notes who voted in favour of the Written Resolution in an individual capacity shall be deemed to have automatically appointed the Tabulation Agent as proxy (through a power of attorney) to enter into an accession deed to the Restructuring Agreement on behalf of such individual Beneficial Owner of Notes, any relevant Restructuring Documents and any ancillary documents in connection with the Restructuring, as a private or public document, and appear before a Spanish public notary in order to formalise and raise to public status the accession deed to the Restructuring Agreement, any relevant Restructuring Documents and any ancillary

documents in connection with the Restructuring, in accordance with the terms and conditions set out therein.

Beneficial Owners of Notes who are not Direct Participants must contact their broker, dealer, bank, custodian, trust company or other nominee to arrange for their Direct Participant in the applicable clearing system through which they hold Notes to submit an Electronic Instruction on their behalf for receipt by the Tabulation Agent prior to 12:00 p.m. (Central European Time) on 4 September 2020, being the Expiration Date.

Beneficial Owners with notes held through Euroclear or Clearstream, Luxembourg are urged to deliver or procure the delivery of valid Electronic Instructions through Euroclear or Clearstream, Luxembourg in accordance with the procedures of, and within the time limits specified by, Euroclear or Clearstream, Luxembourg for receipt by the Tabulation Agent, prior to the Expiration Time.

The Beneficial Owners of Notes that are held in the name of a broker, dealer, bank, custodian, trust company or other nominee or custodian should contact such entity sufficiently in advance of the Expiration Date and procure that the Notes are blocked in accordance with the procedures of Euroclear or Clearstream, Luxembourg and the deadlines imposed by Euroclear or Clearstream, Luxembourg.

In relation to the delivery of Electronic Instructions, in each case, through Euroclear or Clearstream, Luxembourg, the Beneficial Owners of Notes that are held in Euroclear or Clearstream, Luxembourg should note the particular practice of Euroclear or Clearstream, Luxembourg, including any earlier deadlines set by Euroclear or Clearstream, Luxembourg.

The Issuer reserves the right to take one or more future actions at any time in respect of the Notes after the consummation of the Amendment and Restructuring Consent Request. This includes, without limitation, further consent solicitations, the purchase from time to time of Notes in the open market, in privately negotiated transactions, through tender offers or otherwise. Any future Consent Requests and/or purchases by the Issuer will depend on various factors existing at that time. There can be no assurance as to which, if any, of those alternatives (or combinations thereof) the Issuer will choose to pursue in the future and when such alternatives might be pursued.

None of the Tabulation Agent, the Registered Holder, the Fiscal Agent and the Agents have independently verified, or assume any responsibility for, the accuracy of the information and statements contained in this Amendment and Restructuring Consent Request.

None of the Tabulation Agent, the Registered Holder, the Fiscal Agent and the Agents (or their respective directors, employees, officers, consultants, agents or affiliates) make any representation or recommendation whatsoever regarding this Amendment and Restructuring Consent Request, or any document prepared in connection with it, the Amendment and Restructuring Proposal or the Amendment and Restructuring Consent Request.

None of the Tabulation Agent, the Registered Holder, the Fiscal Agent and the Agents Tabulation Agent (or their directors, employees or affiliates) assume any responsibility for the accuracy or completeness of the information concerning the Amendment and Restructuring Proposal or the Amendment and Restructuring Consent Request or of any other statements contained in this Amendment and Restructuring Consent Request or for any failure by the Issuer to disclose events that may have occurred and may affect the significance or accuracy of such information.

The Tabulation Agent is appointed by the Issuer and owes no duty to the Registered Holder or any Beneficial Owner. Each Beneficial Owner should seek its own independent advice and is solely responsible for making its own independent appraisal of all matters as such Beneficial Owner deems appropriate (including those relating to the Amendment and Restructuring Consent Request and the Amendment and Restructuring Proposal), and each Beneficial Owner must make its own decision in respect of the Amendment and Restructuring Proposal.

The delivery of this Amendment and Restructuring Consent Request shall not, under any circumstances, create any implication that the information contained herein is correct and/or current as of any time subsequent to the date of this Amendment and Restructuring Consent Request. This Amendment and Restructuring Consent Request is solely directed at the Beneficial Owners of the Notes in those jurisdictions where this Amendment and Restructuring Consent Request may be lawfully directed to them.

Notwithstanding the Amendment and Restructuring Consent Request, Notes may continue to be traded, save that Notes which are the subject of an Electronic Instruction will be blocked by Euroclear or, as the case may be, Clearstream, Luxembourg in accordance with the Electronic Instruction and/or the standard procedures of such Clearing System.

The delivery of this Amendment and Restructuring Consent Request shall not, under any circumstances, create any implication that the information contained herein is correct and/or current as of any time subsequent to the date of this Amendment and Restructuring Consent Request. This Amendment and Restructuring Consent Request is solely directed at the Beneficial Owners.

This Amendment and Restructuring Consent Request does not constitute or form part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of the Issuer or any other entity. The distribution of this Amendment and Restructuring Consent Request may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession this Amendment and Restructuring Consent Request comes are required by the Issuer, the Tabulation Agent, the Fiscal Agent and the Agents to inform themselves about, and to observe, any such restrictions. This Amendment and Restructuring Consent Request does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of the Issuer, the Tabulation Agent, the Fiscal Agent and the Agents will incur any liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

This Amendment and Restructuring Consent Request involves the securities of a foreign company. The offer is subject to disclosure requirements of a foreign country that are different from those of the United States. It may be difficult for you to enforce your rights and any claim you may have arising under the U.S. federal securities laws, since the Issuer and some or all of its officers and directors are residents of a non-U.S. country. You may not be able to sue a non-U.S. company or its officers or directors, in a non-U.S. court for violations of the U.S. securities laws. It may be difficult to compel a non-U.S. company and its affiliates, or a foreign sovereign state, to subject themselves to a United States court's judgment.

Neither the Amendment and Restructuring Consent Request nor an offer of Notes have been or will be registered with the United States Securities and Exchange Commission. The Notes have not been and will not be registered under the Securities Act or the securities law of any state of the United States.

No person has been authorised to make any recommendation on behalf of the Issuer, the Tabulation Agent, the Fiscal Agent and the Agents as to whether or how the Beneficial Owners should vote pursuant to the Amendment and Restructuring Proposal. No person has been authorised to give any information, or to make any representation in connection therewith, other than those contained herein. If made or given, such recommendation or any such information or representation must not be relied upon as having been authorised by the Issuer, the Tabulation Agent, the Fiscal Agent and the Agents.

The Tabulation Agent and/or its respective affiliates are entitled to hold positions in the Notes either for their own account or for the account, directly or indirectly, of third parties.

Each person receiving this Amendment and Restructuring Consent Request is deemed to acknowledge that such person has not relied on the Issuer, the Tabulation Agent, the Fiscal Agent and the Agents in connection with its decision on how or whether to vote in relation to the Amendment and Restructuring Proposal. Each such person must make its own analysis and investigation regarding the Amendment and Restructuring Proposal and make its own voting decision, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such voting decision. If such person is in any doubt about any aspect of the Amendment and Restructuring Proposal and/or the action it should take, it should consult its professional advisers.

All references in this Consent Request to “**USD**” are to United States dollars.

Any queries relating to the Amendment and Restructuring Proposal or the procedures for submitting an Electronic Instruction, should be directed by Beneficial Owners to the Tabulation Agent:

LUCID ISSUER SERVICES LIMITED

Tankerton Works

12 Argyle Walk

London WC1H 8HA

United Kingdom

W: www.lucid-is.com/abengoa

E: abengoa@lucid-is.com

T: +44 20 7704 0880

SCHEDULE 1

Privileged information (*comunicación de información privilegiada*) dated 6 August 2020

SCHEDULE 2
The Term Sheet

SCHEDULE 3**Form of Written Resolution****WRITTEN RESOLUTION****of the holder of the****EUR 26,094,319 5/9 PER CENT. SECURED NOTES DUE 2021**

(Reg S ISIN: XS1584885666 / Rule 144A ISIN: XS1584885740)

issued by Abengoa Abenewco 1, S.A.U.

This Resolution in writing (this "**Written Resolution**") relates to the outstanding EUR 26,094,319 5/9 per cent. Secured Notes due 2021 (Reg S ISIN: XS1584885666 / Rule 144A ISIN: XS1584885740) (the "**Notes**") of Abengoa Abenewco 1, S.A.U. (the "**Issuer**") governed by a fiscal, transfer and paying agency agreement dated 17 March 2017 (as modified and/or supplemented and/or amended from time to time, the "**Fiscal Agency Agreement**") entered into between, among others, the Issuer, The Bank of New York Mellon (acting through its London Branch) as fiscal agent, principal paying agent and paying agent (the "**Fiscal Agent**"), The Bank of New York Mellon S.A./N.V., Luxembourg Branch as registrar and transfer agent and SANNE AgenSynd, S.L.U. as representative for the holders of the Notes.

Save as otherwise defined in this Written Resolution, words and expressions used in this Written Resolution have the meanings given to them in the Fiscal Agency Agreement or the Amendment and Restructuring Consent Request dated 6 August 2020.

Pursuant to paragraph 1.9 and 20 of Schedule 7 to the Fiscal Agency Agreement, a Written Resolution signed by or on behalf of 75 per cent. of the holders of the Notes who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of Schedule 7 to the Fiscal Agency Agreement, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes, shall take effect as if it were a Resolution (as defined in the Fiscal Agency Agreement) and shall be binding on all holders of the Notes.

A. RESOLUTION PASSED BY WAY OF WRITTEN RESOLUTION

By this Written Resolution, we, the undersigned, being the sole registered holder of the Notes (the "**Registered Holder**") and having received instructions by way of electronic consents to agree to the following on behalf of the accountholders of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") through which beneficial interests in the Notes are held, hereby:

1. agree to the proposed amendments to the NM2 Loan Agreement and the Notes (specifically, the write-off of 50 per cent. of the outstanding principal amount of the Notes unless a Beneficial Owner of Notes elects to exchange 50 per cent. of the outstanding principal amount of its Notes for NM2 MC Notes) set out in the Restructuring Agreement dated 6 August 2020 and the other terms of the Restructuring Agreement, attached hereto as Appendix 1;
2. agree to the relevant consents and waivers required to be approved by the holders of the Notes as set out in Appendix 4 to the Amendment and Restructuring Consent Request Letter dated 6 August 2020, attached hereto as Appendix 2;

3. acknowledge that, in accordance with the Senior OM Notes Terms and Conditions, the Senior OM Noteholders were allowed to convert their Senior OM Notes into shares of Abenewco 1 under certain circumstances. However, that the conversion of the Senior OM Notes in accordance with the Senior OM Terms and Conditions (as amended in accordance with the terms and conditions set out in the Term Sheet) will be mandatorily made into shares of Abenewco 2 Bis.

According to the Restructuring Agreement, Abengoa, Abenewco 2 Bis and Abenewco 1 undertake to use their best endeavours, cooperate and negotiate in good faith with the NM2 Creditors' and Senior OM Creditors' representatives of the Restructuring Ad Hoc Committee and agree, prior to the Implementation Date, the legal implementation steps (in form and substance satisfactory to the NM2 Creditors', Senior OM Creditors', representatives of the Restructuring Ad Hoc Committee only, but taking into account tax, corporate, accounting and costs analysis) required to exchange, after the Conversion Date, the shares in Abenewco 2 Bis issued to the Senior OM Creditors (in exchange for their Senior OM Debt) into, at each Senior OM Creditor's absolute discretion, shares at Abenewco 1 (either ordinary or non-voting shares). The Super Senior Facility Provider's and the Super Senior New Bonding Line Provider's will be informed periodically of any progress made in relation to the proposal. The Abenewco 1 SHA Amendment Agreement will include any such amendments (including, among others, amending the necessary quorums and votes to implement corporate transactions) that may be required in order to ensure that the solution for the referred exchange can be implemented. Further, the Group shall use all reasonable endeavours to provide the Senior OM Creditors with any information required to seek any necessary or desirable approvals (or expiration of the applicable waiting periods) from the relevant antitrust authorities. For the avoidance of doubt, the required amendments to the Implementation Steps and the proposed Abenewco 1 SHA Amendment Agreement to reflect the above will also require the approval of the Super Majority Restructuring Ad Hoc Committee Members and any other applicable consent in accordance with the terms of Clause 22 of the Restructuring Agreement provided that to the extent that such steps and amendments reflect the principals set out above, such approval shall not be unreasonably withheld or delayed;

4. agree to appoint the Tabulation Agent as proxy (through a power of attorney) to enter into the Restructuring Agreement on our behalf by way of accession deed and to enter into any relevant Restructuring Documents and any relevant ancillary documents in connection with the Restructuring, as a private or public document, and appear before a Spanish public notary in order to formalise and raise to public status the amendment deed to the Restructuring Agreement, any relevant Restructuring Documents and any relevant ancillary documents in connection with the Restructuring, in accordance with the terms and conditions set out therein;
5. agree that by entering into the Restructuring Agreement, the Tabulation Agent grants powers of attorney in favour of the restructuring agent under the Restructuring Agreement to promptly execute, deliver, where required in accordance with the terms of the Restructuring Agreement, procure the notarisation of, and take all actions and comply with its obligations under, each of the documents of the Restructuring to which it is a party for the purposes of implementing the Restructuring; and
6. resolve that this Written Resolution shall take effect as a Resolution of the holders of the Notes.

B. CONFIRMATION IN RELATION TO THE WRITTEN RESOLUTION

We, the undersigned sole registered holder of the Notes, having received instructions by way of electronic consents, acknowledge, confirm and agree on behalf of the accountholders of Euroclear and/or Clearstream, Luxembourg through which beneficial interests in the Notes are held that:

- (a) the terms of this Written Resolution have not been formulated by the Fiscal Agent who expresses no view on them, and nothing in this Written Resolution or otherwise should be construed as a recommendation to the holders of the Notes from the Fiscal Agent to either approve or reject this Written Resolution;
- (b) the Fiscal Agent has not been involved in the formulation of this Written Resolution and that, in accordance with normal practice, the Fiscal Agent expresses no opinion on the merits (or otherwise) of this Written Resolution;
- (c) the Fiscal Agent is not responsible for the accuracy, completeness, validity or correctness of the statements made and documents referred to in this Written Resolution or any omissions from this Written Resolution;
- (d) the accountholders of Euroclear and/or Clearstream, Luxembourg through which beneficial interests in the Notes are held have formed their own view in relation to the actions arising out of this Written Resolution without any reliance on the Fiscal Agent or its advisers;
- (e) the Fiscal Agent has not given (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success profitability, return, performance result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise), of this Written Resolution and/or the transactions contemplated hereby; and
- (f) the Fiscal Agent may rely on our confirmation set out below in relation to our holding of the Notes without further investigation or enquiry and without any liability whatsoever for so relying.

C. CONFIRMATIONS IN RELATION TO HOLDING

We, the undersigned sole registered holder of the Notes, represent and warrant that as at the date of signing this Written Resolution we are the sole registered holder of those outstanding Notes set out next to our signature below.

D. GENERAL

This Written Resolution and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

EXECUTED on the date written above by

For and on behalf of

THE BANK OF NEW YORK DEPOSITORY (NOMINEES) LIMITED

as Registered Holder of the Notes

By:

Date:	[•] 2020
Principal amount of holdings:	EUR [•]
Percentage of outstanding Notes:	[•] %

**Appendix 1
Restructuring Agreement**

Appendix 2

Amendment and Restructuring Consent Request Letter

SCHEDULE 4**List of Guarantors**

1. Abengoa, S.A.
2. Abengoa Abenewco 1, S.A.U.
3. Abengoa Greenbridge, S.A.U.
4. Abener Energía, S.A.U.
5. Abengoa Finance, S.A.U.
6. Abeinsa Inversiones Latam, S.L.
7. Abengoa Greenfield S.A.U.
8. Abengoa Concessions, S.L.
9. Abeinsa Business Development, S.A.
10. Abengoa Agua, S.A.
11. Abengoa Solar España, S.A.U.
12. Abengoa Solar New Technologies, S.A.
13. Siema Technologies, S.L.
14. Abengoa Innovación, S.A.
15. Abeinsa Engineering, S.L.
16. Asa Desulfuración, S.A.
17. Abeinsa Asset Management, S.L.
18. Construcciones y Depuraciones, S.A.
19. Abeinsa EPC, S.A.
20. Abengoa Operation and Maintenance, S.A.
21. Abengoa Energy Crops, S.A.
22. Abengoa Bioenergía, S.A.
23. Instalaciones Inabensa, S.A.
24. Abengoa Bioenergía Inversiones, S.A.
25. Europea de Construcciones Metálicas, S.A.
26. Asa Iberoamérica, S.L.
27. Abengoa Solar Internacional, S.A.
28. Sociedad Inversora Líneas de Brasil, S.L.
29. Abengoa Energía, S.A.
30. Abengoa Energia Atacama CSP, S.L.U.
31. Abengoa OM Atacama CSP, S.A.U.
32. Abeima Teyma Zapotillo, S.R.L. de C.V.
33. Abeinsa Holding Inc.
34. Teyma Construction USA, LLC.
35. Abener Construction Services, LLC.
36. Abengoa Solar LLC
37. Abeinsa Abener Teyma General Partnership
38. Abeinsa EPC, LLC
39. Abengoa ECA Finance LLP
40. Nicsamex, S.A. de C.V.
41. Abacus Project Management Inc.
42. Abeinsa EPC México, S.A de C.V
43. Abeinsa Engineering, S.A. de CV.
44. Abacus Project Management LLC
45. Abengoa US Holding, LLC
46. Abengoa North America, LLC
47. Abengoa US, LLC
48. Abeinsa Norte III, S. A. de C. V.
49. Abener México, S.A. De C.V.
50. Servicios Auxiliares Administrativos Tabasco, S.A. de C.V.
51. Consultora de Servicios y Proyectos Centro Norte, S.A. de C.V. (antigua Servicios Auxiliares de Administración Bajío, S.A. de C.V.)
52. Abengoa Solar Holding Inc
53. Abeinsa Business Development México, S.A. de C.V.

54. Abeinsa EPC Xina (Pty) Ltd
55. Teyma Abengoa, S.A.
56. Abengoa Puerto Rico, S.E.
57. Abeinsa EPC Khi Pty Ltd
58. Abeinsa EPC Kaxu Pty Ltd.
59. Abener Energie, S.A.R.L.
60. Nicsa Perú, S.A.
61. Inabensa LLC
62. Inabensa Saudi Company Limited
63. Inabensa Maroc, S.A.R.L.
64. Teyma India Private Limited
65. Abengoa Water Holding USA Inc
66. Abengoa Solar Chile O&M, SpA
67. Inabensa Bharat Private Limited
68. Abengoa Solar Chile, SpA
69. Abener Abeinsa for Construction, Water and Energy Company Limited
70. Abeima India, Pvt. Ltd.
71. Inabensa France, S.A.
72. Xina O&M Pty Ltd.
73. Centro Morelos 264, S.A.de C.V.
74. Abengoa Water USA, LLC

Appendix 1
Restructuring Agreement

Appendix 2

Amendment and Restructuring Consent Request Letter