SCHEDULE 5
CONDITIONS PRECEDENT TO
THE RESTRUCTURING EFFECTIVE DATE

1.1 Evidence of:

(a) the occurrence of the Homologation Date;

(b) the filing by the ACIL CVA Chairman of his report with the English Court confirming that the ACIL CVA has been duly approved by the meeting of ACIL Guarantee Creditors without any material amendment, modification, alteration or qualification;

(c) the relevant Bankruptcy Court having entered a Confirmation Order confirming the relevant Chapter 11 Plan, which order is in full force and effect and has not been modified, amended, reversed, vacated or subject to a stay; and

(d) recognition orders having been entered in each of the Recognition Proceedings by the competent court.

1.2 In respect of A3T HoldCo only and unless otherwise agreed or waived by the Majority NM1/NM3 Creditors:

(a) a copy of:

(i) the restructuring agreement (which shall comply with the requirements of article 71.bis.1 of the Spanish Insolvency Law) (the "**A3T HoldCo Refinancing Agreement**") in respect of the financial indebtedness of A3T HoldCo España, S.A. by virtue of which:

(A) all its intragroup creditors (i.e. Abengoa and Abengoa Greenbridge, S.A.) accept to capitalise in full its credit rights in each for shares in A3T HoldCo;

(B) all its third party creditors accept to restructure their claims by extending their maturity to a date not earlier than 3 years after the repayment in full of New Money Tranche 1; and

(C) A3T HoldCo undertakes to (x) contribute into A3TLuxco 2 its shares in A3T and its A3T Intercompany Loans and (y) grant security over the shares in A3TLuxco 2 in favour of New Money Tranche 1 and New Money Tranche 3;

(ii) the judicial resolution by virtue of which such agreement is homologated (*autode homologación judicial*) protecting the transactions contained in sub-clause (i) above; and

(iii) the publications of such judicial decision in the *Registro Público Concursal* and the *Boletín Oficial del Estado*;

and

(b) either:

(i) if a challenge (*impugnación*) has not been filed within the period allowed for such filing, once such period has elapsed and the homologation becomes final (*firme*); or

(ii) if one or more challenges (*impugnaciones*) are filed within such period, Abengoa having provided the Restructuring Agent with copy of:

(A) the final judicial resolution (*sentencia firma*) by virtue of which the relevant challenges are dismissed in full and the above mentioned homologation is ratified and becomes final (*firme*); and

(B) the publication of such judicial resolution in the *Boletín Oficial del Estado*.

1.3 Evidence that the due but unpaid Administration Costs and the invoiced reasonable fees of each of HL, KPMG, Clifford Chance, the NM1 Counsel, MACF, the Obligors' Counsel and the Coordination Committee's Counsel in relation to the Restructuring as at the Restructuring Effective Date have been (or will be) paid in accordance with the arrangements agreed with Abengoa and such parties.

1.4 Evidence that Abengoa Mexico S.A. de C.V. has entered into a binding agreement to restructure the Cebures on terms and conditions acceptable to the Restructuring Committee, the NM1 Committee and the Majority NM1/NM3 Creditors.