

Regulations for the Electronic Forum for Abengoa S.A. Shareholders

I. Introduction

In accordance with the provisions of article 539.2 of the Corporate Enterprises Act approved by Royal Legislative Decree 1 dated July 2nd, 2010 and amended by law 25/2011 dated August 1st, Abengoa S.A. hereby approves the present regulations, hereinafter the "Regulations", forming part of the **Company's Rules**, regarding the Electronic Forum for Abengoa Shareholders, hereinafter the "Forum"; it will be published on the Company's web site (www.abengoa.com) on the occasion of the notice of meeting and until the holding of each General Meeting of Shareholders.

II. Regulations for the Forum

The present Regulations establish the legal terms and conditions for access to and use of the Abengoa S.A. website and these shall be fully applicable with regard to access to and use of the Forum and in all matters not amended by or incompatible with the provisions stipulated in these Regulations.

Abengoa reserves the right to effect modifications to the terms and conditions for the use and operation of the Forum without this giving rise to any information obligation whatsoever, all without prejudice to the provisions of statute.

III. Acceptance of the rules governing the Forum

The act of registering as a Forum User, hereinafter "Registered User", and any access to and/or use of the same entails the full, unreserved acceptance of the terms and conditions included in these Regulations and in the "Legal conditions for access and use" on the Abengoa S.A. website, in its latest version in force at a given moment.

IV. Aim and purpose of the Forum

The Forum is made available on the occasion of the notice of meeting and until the holding of each General Meeting of Shareholders.

Through the aforesaid Forum, Registered Users may submit messages for publication on the Forum in connection solely and exclusively with the following:

- Proposals intended to be presented as a complement to the Agenda announced in the notice of meeting for the General Meeting.
- Petitions to subscribe the aforesaid proposals.
- Initiatives to achieve the percentage representation required for the exercise of a minority right provided for by law or in the Articles of Association

- Offers of or requests for voluntary representation.

V. Registered Users

Access to and use of the Forum is solely and exclusively reserved to the individual shareholders in Abengoa as well as voluntary associations of shareholders validly established and entered in the special register opened for the purpose at the National Securities Market Commission in accordance with the provisions of article 117.4 of the Securities Market Act (article 528.2 of the redrafted text of the Incorporated Companies Act effective from September 1st, 2010) and other regulations developing this matter.

In order to be able to access and use the Forum, the aforementioned shareholders and voluntary associations of shareholders must be entered as "Registered Users" by completing the corresponding Forum Registered User application form, accrediting their status as a shareholder in Abengoa S.A. or a member of a voluntary association of shareholders duly established and entered with the National Securities Market Commission, as indicated in the aforesaid form. In the case of shareholders which are bodies corporate and voluntary associations of shareholders, the powers of representation of the person attempting to access the Forum must be reflected in the form, in the manner established therein.

For subsequent access to and communications with the Forum, the completion of a special usage form may be required.

Access to and use of the Forum by Registered Users is conditional on their continued status at all times as shareholders in Abengoa S.A. in accordance with the applicable regulations or as a voluntary association of shareholders duly established and entered.

Should Abengoa S.A., in its capacity as Forum Administrator harbour at any time reasonable doubts regarding whether or not the abovementioned conditions are met by any Registered User, Users may be requested to certify the continued application of such conditions, and it may request any and all information or documentation as may be considered appropriate in order to verify the circumstances indicated herein.

The Administrator may request additional information, suspend or de-register Registered Users who fail to accredit the fulfilment of the abovementioned conditions to the satisfaction of Abengoa S.A.

All communications submitted by shareholders who lose their status as such prior to the holding of the corresponding General Meeting shall automatically be disregarded, as shall all communications relating to or connected with the same.

VI. Access to and use of the Forum

1. Access to the Forum

All Registered Users shall have access to the Forum and may consult the communications made by other Registered Users.

The Forum is only an attempt to publish the communications effected by Registered Users in connection with the issues indicated in section IV above and is not designed as a virtual debate site. Therefore, the Administrator reserves the right to eliminate any communications that do not comply with statute or with the Abengoa S.A. rules as well as comments made in connection with other communications.

2. Publication of communications in the Forum

All Registered Users may submit communications on any of the matters indicated in section IV above and these will be published in the Forum by the Administrator in accordance with the technical procedures established from time to time. The contents of the communications may be in plain text format and, after publication, will be accessible by any other Registered User.

All communications formulated by Registered Users are personal acts and, apart from duly registered associations of shareholders pursuant to legislation and these Regulations, communications received from representatives of shareholders, groups of shareholders and shareholder agreements, deposit institutions, financial intermediaries and other persons acting on behalf of or in the interests of shareholders will not be published.

Requests for publication of communications must be effected in accordance with the forms available on the Forum for the purpose, which shall include:

- Identification of the Registered User effecting the communication.
- Statement of the communication, indicating precisely the contents of the initiative.

All communications published in the Forum will include the identification of the Registered User formulating the same with the indication of the date and time of its insertion.

Through the formulation of a communication, the Registered User responsible is deemed to have declared and warranted that the content is legal and pursuant to statute, the rules contained in these Regulations and the requirements of good faith, that he or she has all necessary permits and authorizations to formulate the communication in question and that no third-party right is breached by the same.

The Administrator may verify compliance with the legal system, these Regulations and the requirements of good faith of any and all communications submitted and may decline to incorporate these to the Forum or withdraw from the Forum any communication considered not to comply with the same.

3. Elimination of communications after the General Meeting

Once the General Meeting of Shareholders has concluded, the Administrator reserves the right to eliminate and delete all communications referring to the same.

4. Contents of the communications

Any use of the Forum by Registered Users must take place with full respect for the current legal system in accordance with the purpose of the Forum pursuant to section IV above and with respect for the requirements of good faith. The following acts are considered banned:

- Attacks on the rights, goods and legitimate interests of Abengoa S.A., other Registered Users and third parties and, in particular, on their intellectual and industrial property rights, constitutional rights, protection of personal data and any other legal property, rights or interests protected under the legal system.
- Inclusion of third-party information or personal details without the informed consent of the person or body concerned or the impersonation of another's identity.
- Incorporation of discriminatory contents or expressions or any that are in any way disparaging or offensive.
- Incorporation of any kind of material deemed unsuitable or contrary to the requirements of good faith.
- Supply of information of any kind aimed at the commission of illegal acts under criminal, civil or administrative legislation.
- Inclusion of contents or material without the proper authorization by the parties holding the corresponding intellectual or industrial property rights.
- Performance of any actions (or the supply of information to third parties) enabling the bypassing of technical restrictions potentially associated with the various programmes or mechanisms in the Forum to prevent unauthorized use.
- Damage to or impairment of the Forum's operation or the computer equipment of Abengoa, other Registered Users or third parties, as well as any documents, files and all kinds of contents stored on the computer equipment or the hindering of the normal use of the Forum by the rest of its users.

The use of the Forum as an advertising medium is absolutely prohibited.

Any Registered User becoming aware that any kind of content on the Forum or provided through the latter is contrary to the rules set out in these Regulations or the requirements of good faith, may make this known to the Administrator through the

contact address referred in section XII below, without this implying any kind of liability for Abengoa S.A., even where no measure is adopted with respect to the same.

Registered Users undertake to make correct, diligent use of the Forum in accordance with statute, these Regulations and the requirements of good faith, pursuant to its purpose in accordance with section IV above.

VII. Scope of the Forum

The Forum does not constitute a channel for communication between the Company and the Registered Users.

Therefore, no communication effected or published on the Forum may in any case be understood to be a notification to Abengoa S.A. for any purpose and, in particular, for the purposes of exercising any right held by the Registered Users, whether individually or collectively, nor to replace the necessary requirements in accordance with statute and the Company's rules for the exercise of any such right or the advancement of initiatives and actions by shareholders.

Any and all rights and powers the shareholders may wish to exercise must be duly notified by the legally established channels in accordance with the provisions, if any, of statute and the Company's rules, without the Forum being in any case a valid channel for such purposes.

VIII. Responsibility of the Administrator

1. Scope of the responsibility of Abengoa S.A.

Abengoa S.A. assumes no liability for the accuracy, veracity, currency, legality or relevance of the communications submitted by Registered Users or for any opinions expressed by the latter.

Abengoa S.A. shall only be liable for its own services and contents directly originated by the Company and identified with its copyright as a trade mark or intellectual or industrial property of Abengoa.

By virtue of their access to and/or use of the Forum, all Registered Users declare that they are aware of and accept the fact that use of the Forum, in all cases, takes place under their sole and exclusive responsibility.

2. Contents

The Administrator expressly reserves the right to refuse access to and/or use of the Forum and not to publish or to remove any and all communications formulated by Registered Users failing to comply with the current rules, these Regulations or the requirements of good faith.

Furthermore, the Administrator has the power but not the obligation to monitor the use of the Forum and its contents, all of which are the sole and exclusive responsibility of the Registered Users formulating or including the same without any liability deriving therefrom for Abengoa S.A.

In any case, the Administrator reserves the power to remove contents whenever these are deemed potentially illegal or contrary to the rules established in these Regulations or the requirements of good faith.

Registered Users shall be liable for any and all damages that may be suffered by Abengoa, another Registered User or any other third party as a result of their access to and/or use of the Forum (including, in particular, the formulation of communications) without complying with any or all of the current rules, these Regulations or the requirements of good faith.

IX. Absence of licence

Abengoa hereby authorizes Registered Users to make use of its intellectual and industrial property rights relating to the computer application installed on Abengoa's server running the services making up the Forum for the sole purposes set out in section IV and in accordance with the terms and conditions stipulated in these Regulations. Registered Users must refrain from obtaining, or attempting to obtain, access to and use of the Forum and its contents by any means or procedures other than those provided or indicated for the purpose in each case.

Abengoa S.A. does not grant any kind of licence or authorization for any manner of use in connection with its intellectual and industrial property rights on any other property or right related to the Forum other than that set out in the preceding paragraph.

X. Utilization costs

Access to and use of the Forum by Registered Users is free of charge, except with regard to the cost of the telecommunications connection through the access provider contracted by each Registered User.

XI. Security and personal data protection

The Forum will be subject to the personal data protection and security-related aspects contained in the "Legal conditions for access and use" on the Abengoa website. In particular, the personal data furnished by Registered Users or generated as a result of the use of the Forum will be processed by Abengoa in order to establish, manage and supervise the operation of the Forum in accordance with the stipulations contained in

these Regulations and the applicable rules without being stored by Abengoa once the General Meeting of Shareholders has taken place.

Registered Users may exercise their rights of access, correction, cancellation and opposition to the use of their data by contacting the address referred to in section XII below.

Registration on the Forum implies the acceptance of the present regulations.

XII. Contact address

Registered Users with suggestions or proposals regarding improving the Forum, requesting technical assistance, wishing to report contents that do not comply with these Regulations or desiring to exercise their rights acknowledged in the regulations protecting personal data may communicate through the e-mail address of the Company that will be reflected for these purposes in the Forum. The aim of the aforesaid e-mail address is to deal with Registered Users and the improvement of the Forum's quality, without implying any kind of monitoring or responsibility on the part of the Administrator.