

Abengoa, S.A. (the “**Company**”), pursuant to article 226 of the Restated Securities Market Act, informs the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores) of the following in relation to:

Privileged Information

In connection with the communication of privileged information published on March 10th, 2021 (register nº 732), by virtue of which the Company informed that it was working in an alternative solution in order to close a financing transaction to ensure the future and stability of the group of companies within the perimeter of Abengoa Abenewco 1, S.A.U. (“**Abenewco 1**”), the Company informs that on March 17th, 2021 Abenewco 1 has filed in the Sociedad Estatal de Participaciones Industriales (“**SEPI**”) an application for the temporary public aid covered under the Fund for the Solvency of Strategic Companies under the Royal Decree 25/2020, of July 3rd, on urgent measures to support the economic recovery and employment, amounting to 249 million euros (“**SEPI Financing**”). Obtaining the temporary public aid is pending on SEPI and the relevant governing bodies performing the necessary due diligence in accordance with, and in the timeframes established within, the applicable laws and regulations until the final resolution.

Taking into consideration that a resolution from the competent Commerce Instance Tribunal (*Tribunal de Instancia Mercantil*) is still pending regarding the appointment of the voluntary bankruptcy proceeding Trustee (*Administrador Concursal*), the Company is not taking any measure or action which could affect the result of such resolution. The proposal explained in the following paragraphs has been agreed by the Board of Directors of Abenewco 1, as this proposal affects Abenewco 1 and its group of companies.

On the other hand, even though Abenewco 1 has not reached a final agreement with the different creditors and has not obtained the consent from the different public institutions (SEPI, ICO y CESCE) regarding the implementation of the transaction explained below, the company presents the following operation on the basis of a non-binding offer presented by a group of investors, currently considering it as the only feasible option:

Abenewco 1 in connection with the main objective addressed to grant the stability and future of company and its perimeter, informs that the transaction is planned in 3 different consecutive phases:

1. An interim financing and an advancement of the new bonding line.
2. An additional financing, closing of the restructuring transaction and the availability of the remaining new bonding line.
3. SEPI Financing.

Abenewco1 has received a non-binding offer from a group of investors led by TerraMar Capital LLC (“**TerraMar**”). The offer consists of a loan amounting to 150 million euros and 50 million euros in the form of equity investment. The loan amounting to 150 million euros will be divided into two disbursements: (i) an initial disbursement of Euro 35 million which will provide liquidity

to Abenewco 1 in the short term and; (ii) an additional disbursement of Euro 115 million subject to the fulfilment of certain conditions precedent. Once the conditions precedent have been met, Abenewco 1 shall execute a capital increase to be subscribed by TerraMar for 50 million euros. The objective of subscribing this capital increase for TerraMar is to control 70% of the share capital of Abenewco1. The financing and investment offer is conditioned to new financing and new bonding lines to be granted by the financial institution of reference for the Company, in line with the agreements signed and announced in August 2020.

According to the aforementioned paragraphs, the transaction will be developed in three phases:

Phase 1

During this first phase, Abenewco1 will receive a loan amounting to 35 million euros and will have access to a new bonding line for an initial amount of 40 million euros. On the other hand, a new restructuring agreement is expected to be executed as well as the commitments for the new financing and bonding lines guaranteed by ICO and CESCE. These agreements will be subject to consents from the different creditors groups and is expected to be implemented in Phase 2. Obtaining the aforementioned financial instruments is critical in order to allow Abenewco 1 to continue operations and reach the following phases.

Phase 2

During the second phase, Abenewco1 expects to implement a new restructuring agreement in line with the transaction executed and published in August 2020, by virtue of which certain changes and amendments could be applied to the current debt instruments in force, including capitalization and write-offs as well as making the necessary modifications required in order to implement Terramar's investment transaction.

This transaction will change the shareholder structure of Abenewco 1 as the company's main creditors and the new investor shall be converted into the shareholders of the company. As a consequence of this transaction, the accounting group which is led by Abengoa will be broken and shall be headed by Abenewco 1.

Additionally, in this second phase, Abenewco 1, intends to have a syndicated financing transaction with the financing entities similar to the transaction executed and published in August 2020 ("**ICO Financing Transaction**"), with ICO's guarantee covering 70% of the amount included, according to the measures approved by the Spanish Government in order to support the companies affected by the COVID – 19 pandemic effects, and a new bonding line amounting up to Euro 300 million additional to the advancement made in Phase 1.

Finally, in phase 2 TerraMar will make the second disbursement of the financing amounting to 115 million euros. Abenewco 1 will carry out a capital increase that will be subscribed by Terramar in order to obtain 70% of the share capital of Abenewco 1. As a result of the capital increase, the new shareholders resulting from the restructuring described above will be diluted, reducing their holdings to minority positions. In addition, at this phase 2 it is estimated that the financial restructuring condition established in the supplier agreement executed last July 2020 should be fulfilled and consequently the suppliers' agreement shall become effective.

Phase 3

ABENGOA

The last phase of the designed financial transaction consists in the closing of the SEPI Financing described above. The funds obtained in such financing transaction will be allocated mainly to the repayment of ICO Financing, and the excess will be used for general corporate uses of Abenewco 1, respecting in all cases the limitations and regulations applicable to the temporary public aid requested.

The Board of Directors of Abenewco 1 states that this refinancing plan based on the non-binding offer presented by a group of investors is the only feasible option, in the current circumstances, in order to reach revitalization of Abenewco 1 and its affiliates.

Pursuant to article 228.1 of the Restated Securities Market Act, the Company informs that the information contained herein is considered privileged in terms described in Regulation (EU) nº596/2014 of the European Parliament and the Board from April 16, 2014.

Sevilla, March 17, 2021