UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20509

Form 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2019

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report__________
For the transition period from_________to_________
Commission file number: 001-36487

Atlantica Yield plc

(Exact name of Registrant as specified in its charter)

Not applicable
(Translation of Registrant's name into English)

England and Wales
(Jurisdiction of incorporation or organization)

Great West House, GW1, 17th floor
Great West Road
Brentford, United Kingdom TW8 9DF
Tel: +44 203 499 0465
(Address of principal executive offices)

Santiago Seage
Great West House, GW1, 17th floor
Great West Road
Brentford, United Kingdom TW8 9DF
Tel: +44 203 499 0465

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Trading Symbol	Name of each exchange on which registered
Ordinary Shares, nominal value $0.10 per share	AY	NASDAQ Global Select Market

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 101,601,666 ordinary shares, nominal value $0.10 per share.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒Yes ☐ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. ☐Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer, "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐ Emerging growth company ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other ☐

If "Other" has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow. ☐ Item 17 ☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐Yes ☒No

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CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

This report includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Any statements that express, or involve discussions as to, expectations, beliefs, plans, objectives, assumptions, strategies, future events or performance (often, but not always, through the use of words or phrases such as may result, are expected to, will continue, is anticipated, believe, will, could, should, would, estimated, may, plan, potential, future, projection, goals, target, outlook, predict and intend or words of similar meaning) are not statements of historical facts and may be forward looking. Such statements occur throughout this report and include statements with respect to our expected trends and outlook, potential market and currency fluctuations, occurrence and effects of certain trigger and conversion events, our capital requirements, changes in market price of our shares, future regulatory requirements, the ability to identify and/or consummate future acquisitions on favorable terms, reputational risks, divergence of interests between our company and that of our largest shareholder's and affiliates', tax and insurance implications, and more. Forward-looking statements involve estimates, assumptions and uncertainties. Accordingly, any such statements are qualified in their entirety by reference to, and are accompanied by, important factors included in Part I, Item 3D. Risk Factors (in addition to any assumptions and other factors referred to specifically in connection with such forward-looking statements) that could have a significant impact on our operations and financial results, and could cause our actual results to differ materially from those contained or implied in forward-looking statements made by us or on our behalf in this Form 20-F, in presentations, on our website, in response to questions or otherwise. These forward-looking statements include, but are not limited to, statements relating to:

- the condition of the debt and equity capital markets and our ability to borrow additional funds and access capital markets, as well as our substantial indebtedness and the possibility that we may incur additional indebtedness going forward;
- the ability of our counterparties to satisfy their financial commitments or business obligations and our ability to seek new counterparties in a competitive market;
- government regulation, including compliance with regulatory and permit requirements and changes in tax laws, market rules, rates, tariffs, environmental laws and policies affecting renewable energy;
- risks relating to our activities in areas subject to economic, social and political uncertainties;
- our ability to finance and consummate new acquisitions on favorable terms;
- risks relating to new assets and businesses which have a higher risk profile and our ability to transition these successfully;
- potential environmental liabilities and the cost and conditions of compliance with applicable environmental laws and regulations;
- risks related to our reliance on third-party contractors or suppliers;
- risks related to our exposure in the labor market;
- potential issues arising with our operators' employees including disagreement with employees' unions and subcontractors;
- risks related to extreme weather events related to climate change could damage our assets or result in significant liabilities and cause an increase in our operation and maintenance costs;
- the effects of litigation and other legal proceedings (including bankruptcy) against us and our subsidiaries;
- price fluctuations, revocation and termination provisions in our off-take agreements and power purchase agreements;
- our electricity generation, our projections thereof and factors affecting production, including weather conditions, energy regulation, availability and curtailment;
- risks related to our relationship with our shareholders including bankruptcy;
- our substantial short-term and long-term indebtedness, including additional debt in the future;
- reputational and financial damage caused by our off-taker PG&E and potential default under our project finance agreement due to a breach of our underlying PPA agreement with PG&E; and
- other factors discussed under "Risk Factors".

Any forward-looking statement speaks only as of the date on which such statement is made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances, including, but not limited to, unanticipated events, after the date on which such statement is made, unless otherwise required by law. New factors emerge from time to time and it is not possible for management to predict all of such factors, nor can it assess the impact of each such factor on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained or implied in any forward-looking statement.

CURRENCY PRESENTATION AND DEFINITIONS

In this annual report, all references to "U.S. dollar," "$" and "USD" are to the lawful currency of the United States, all references to "euro," "€" or "EUR" are to the single currency of the participating member states of the European and Monetary Union of the Treaty Establishing the European Community, as amended from time to time and all references to "South African rand," "R" and "ZAR" are to the lawful currency of the Republic of South Africa.

Definitions

Unless otherwise specified or the context requires otherwise in this annual report:

- references to "2016-2018 LTIP" refer to the long-term incentive plan which was in place between 2016 and 2018, and paid in March 2019;
- references to "2019 Notes" refer to the 7.000% Senior Notes due 2019 in an aggregate principal amount of $255 million issued on November 17, 2014, as further described in "Item 5.B—Liquidity and Capital Resources—Financing Arrangements—2019 Notes";
- references to "2020 Green Private Placement" refer to the €290 million (approximately $320 million) senior secured notes maturing in June 20, 2026 which are expected to be issued under a senior secured note purchase agreement to be dated on or about April 1, 2020, to be entered with a group of institutional investors as purchasers of the notes issued thereunder as further described in "Item 5.B—Liquidity and Capital Resources—Financing Arrangements—2020 Green Private Placement;
- references to "AAGES" refer to the joint venture between Algonquin and Abengoa to invest in the development and construction of clean energy and water infrastructure contracted assets;
- references to "AAGES ROFO Agreement" refer to the agreement we entered into with AAGES on March 5, 2018, which became effective upon completion of the Share Sale, that provides us a right of first offer to purchase any of the AAGES ROFO Assets, as amended and restated from time to time;
- references to "AAGES ROFO Assets" refer to any of AAGES' contracted assets or proposed contracted assets that we expect to evaluate for future acquisition, with certain exceptions, for which AAGES has provided us a right of first offer to purchase if offered for sale by AAGES;
- references to "Abengoa" refer to Abengoa, S.A., together with its subsidiaries, unless the context otherwise requires;
- references to "Abengoa ROFO Agreement" refer to the agreement we entered into with Abengoa on June 13, 2014, as amended and restated on December 9, 2014, that provides us a right of first offer to purchase any of the present or future contracted assets in renewable energy, efficient natural gas, electric transmission and water of Abengoa that are in operation, and any other renewable energy, efficient natural gas, electric transmission and water asset that is expected to generate contracted revenue and that Abengoa has transferred to an investment vehicle that are located in the United States, Canada, Mexico, Chile, Peru, Uruguay, Brazil, Colombia and the European Union, and four additional assets in other selected regions, including a pipeline of specified assets that we expect to evaluate for future acquisition, for which Abengoa will provide us a right of first offer to purchase if offered for sale by Abengoa or an investment vehicle to which Abengoa has transferred them;
- references to "ACBH" refer to Abengoa Concessões Brasil Holding, a subsidiary holding company of Abengoa that was engaged in the development, construction, investment and management of concessions in Brazil, comprised mostly of transmission lines and which is currently undergoing a restructuring process in Brazil;
- references to "ACS" refer to ACS Group;
- references to "ACT" refer to the gas-fired cogeneration facility located inside the Nuevo Pemex Gas Processing Facility near the city of Villahermosa in the State of Tabasco, Mexico;
- references to "Algonquin" refer to, as the context requires, either Algonquin Power & Utilities Corp., a North American diversified generation, transmission and distribution utility, or Algonquin Power & Utilities Corp. together with its subsidiaries;
- references to "Algonquin ROFO Agreement" refer to the agreement we entered into with Algonquin on March 5, 2018, which became effective upon completion of the Share Sale, under which Algonquin granted us a right of first offer to purchase any of the assets offered for sale located outside of the United States or Canada as amended from time to time. See "Item 7.B—Related Party Transactions—Algonquin drop down agreement and Right of First Offer on assets outside the United States or Canada";

- references to "Annual Consolidated Financial Statements" refer to the audited annual consolidated financial statements as of December 31, 2019 and 2018 and for the years ended December 31, 2019, 2018 and 2017, including the related notes thereto, prepared in accordance with IFRS as issued by the IASB (as such terms are defined herein), included in this annual report;

- references to "ASI Operations" refer to ASI Operations LLC;

- references to "Asset Transfer" refer to the transfer of assets contributed by Abengoa prior to the consummation of our initial public offering through a series of transactions;

- references to "Atlantica" refer to Atlantica Yield plc and, where the context requires, Atlantica Yield plc together with its consolidated subsidiaries;

- references to "ATN" refer to ATN S.A., the operational electronic transmission asset in Peru, which is part of the Guaranteed Transmission System;

- references to "ATS" refer to ABY Transmision Sur S.A.;

- references to "AYES Canada" refer to Atlantica Yield Energy Solutions Canada Inc., a vehicle formed by Atlantica and Algonquin to channel co-investment opportunities;

- references to "Befesa Agua Tenes" refer to Befesa Agua Tenes, S.L.U;

- references to "cash available for distribution" refer to the cash distributions received by the Company from its subsidiaries minus cash expenses of the Company, including debt service and general and administrative expenses;

- references to "CESCE" refer to Compañia Española de Seguros de Credito a la Exportacion, S.A. the Spanish Company of Export Credit Insurance;

- references to "CNMC" refer to Comision Nacional de los Mercados y de la Competencia, the Spanish state-owned regulator;

- references to "COD" refer to the commercial operation date of the applicable facility;

- references to "DOE" refer to the U.S. Department of Energy;

- references to "DTC" refer to The Depository Trust Company;

- references to "EMEA" refer to Europe, Middle East and Africa;

- references to "EPACT" refer to the Energy Policy Act of 2005;

- references to "EPC" refer to engineering, procurement and construction;

- references to "EURIBOR" refer to Euro Interbank Offered Rate, a daily reference rate published by the European Money Markets Institute, based on the average interest rates at which Eurozone banks offer to lend unsecured funds to other banks in the euro wholesale money market;

- references to "EU" refer to the European Union;

- references to "Exchange Act" refer to the U.S. Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated by the SEC thereunder;

- references to "Federal Financing Bank" refer to a U.S. government corporation by that name;

- references to "Financial Support Agreement" refer to the Financial Support Agreement we entered into with Abengoa on June 13, 2014, as amended and restated on September 28, 2017, pursuant to which Abengoa agreed to maintain certain guarantees or letters of credit for a period of five years following our IPO;

- references to the "First Dropdown Assets" refer to (i) a solar power complex in Spain, Solacor 1/2, with a capacity of 100 MW; (ii) a solar power complex in Spain, PS10/20, with a capacity of 31 MW; and (iii) one on-shore wind farm in Uruguay, Cadonal, with a capacity of 50 MW, each as further described in "Item 4.B—Business Overview—Our Operations—Renewable Energy";

- references to "Flip Date" refer to such date that Liberty reaches a certain rate of return;

- references to “Former Revolving Credit Facility” refer to the credit facility entered into on December 3, 2014, among the Company, as borrower, and Banco Santander, S.A., Bank of America, N.A., Citigroup Global Markets Limited, HSBC Bank plc and RBC Capital Markets, as joint lead arrangers and joint bookrunners;

- references to “FPA” refer to the U.S. Federal Power Act;

- references to “Further Adjusted EBITDA” have the meaning set forth in “Presentation of Financial Information—Non-GAAP Financial Measures” in the section below;

- references to “gross capacity” refers to the maximum, or rated, power generation capacity, in MW, of a facility or group of facilities, without adjusting for the facility’s power parasitics’ consumption, or by our percentage of ownership interest in such facility as of the date of this annual report;

- references to “GWh” refer to gigawatt hour;

- references to “IFRIC 12” refer to International Financial Reporting Interpretations Committee’s Interpretation 12—Service Concessions Arrangements;

- references to “IFRS as issued by the IASB” refer to International Financial Reporting Standards as issued by the International Accounting Standards Board;

- references to “Initial Funding Commitment” refer to the provision of equity funding as required by Atlantica Yield, by AAGES and Algonquin, for the acquisition of assets and/or interests by Atlantica Yield or its subsidiaries during 2018 and 2019, but no more than $100 million, subject to the approval of the board of directors of Algonquin;

- references to “IPO” refer to our initial public offering of ordinary shares in June 2014;

- references to “IRC” refer to the Internal Revenue Code of 1986;

- references to “ITC” refer to investment tax credits;

- references to “LIBOR” refer to London Interbank Offered Rate;

- references to “LTIP” refer to the long-term incentive plan approved by the Board of Directors for 2019.

- references to “MACRS” refer to the Modified Accelerated Cost Recovery System;

- references to “Monterrey” refer to the 142 MW gas-fired engine facility including 130 MW installed capacity and 12 MW battery capacity, located in, Monterrey, Mexico;

- references to “Multinational Investment Guarantee Agency” refer to Multinational Investment Guarantee Agency, a financial institution member of the World Bank Group which offers political insurance and credit enhancement guarantees;

- references to “MW” refer to megawatts;

- references to “MWh” refer to megawatt hour;

- references to “NEPA” refer to the National Environment Policy Act;

- references to “NOL” refer to net operating loss;

- references to “Note Issuance Facility 2017” refer to the senior secured note facility dated February 10, 2017, of €275 million (approximately $308 million), with Elavon Financial Services DAC, UK Branch, as facility agent and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder;

- references to “Note Issuance Facility 2019” refer to the senior unsecured note facility dated April 30, 2019, of $300 million, with Lucid Agency Services Limited, as facility agent and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder;

- references to “O&M” refer to operations and maintenance services provided at our various facilities;

- references to “operation” refer to the status of projects that have reached COD (as defined above);

- references to “Pemex” refer to Petróleos Mexicanos;

- references to “PFIC” refer to passive foreign investment company within the meaning of Section 1297 of the IRC;

- references to “PG&E” refer to PG&E Corporation and its regulated utility subsidiary, Pacific Gas and Electric Company collectively;

- references to "PPA" refer to the power purchase agreements through which our power generating assets have contracted to sell energy to various off-takers;
- references to "PTC" refer to production tax credits;
- references to "PTS" refer to Pemex Transportation System;
- references to "PURPA" refer to the Public Utility Regulatory Policies Act of 1978;
- references to "REC" refer to Renewable Energy Certificate;
- references to "Restructured Debt" refers to the restructuring agreement of Abengoa which we signed and agreed on October 25, 2016, subject to implementation of the restructuring, to receive 30% of the amount owed to us in the form of tradable notes to be issued by Abengoa with the remaining 70% owed to us to be received in the form of equity in Abengoa;
- references to "Registrar" refer to The Bank of New York Mellon;
- references to "Revolving Credit Facility" refers to the credit and guaranty agreement with a syndicate of banks entered into on May 10, 2018 and amended on January 24, 2019 and August 2, 2019, providing for a senior secured revolving credit facility in an aggregate principal amount of $425 million, of which $37.5 million matures on December 31, 2021, and the remaining $387.5 matures on December 31, 2022. The Revolving Credit Facility replaced tranche A of the Former Revolving Credit Facility, which was repaid in full and cancelled prior to its maturity on June 1, 2018;
- references to "Rioglass" refer to Rioglass Solar Holding, S.A.;
- references to "ROFO" refer to a right of first offer;
- references to "ROFO agreements" refer to the AAGES ROFO Agreement, Algonquin ROFO Agreement and Abengoa ROFO Agreement;
- references to "RPS" refer to renewable portfolio standards adopted by 29 U.S. states and the District of Columbia that require a regulated retail electric utility to procure a specific percentage of its total electricity delivered to retail customers in the respective state from eligible renewable generation resources, such as solar or wind generation facilities, by a specific date;
- references to "RRRE" refer to the Specific Remuneration System Register (Registro de Regimen Retributivo Especifico) in Spain;
- references to "Share Sale" refer to the sale by Abengoa to Algonquin of 25% of our ordinary shares pursuant to an agreement for the sale that was entered into in November 2017. All conditions precedent have been satisfied and the parties have commenced the process for the transfer of our shares, which we expect to close in the upcoming days;
- references to the "Shareholders' Agreement" refer to the agreement by and among Algonquin Power & Utilities Corp., Abengoa-Algonquin Global Energy Solutions and Atlantica Yield plc, dated March 5, 2018 which became effective upon completion of the Share Sale;
- references to "Solnova 1/3/4" refer to a 150 MW concentrating solar power facility wholly owned by Atlantica Yield, located in the municipality of Sanlucar la Mayor, Spain;
- references to "TCJA" refer to the Tax Cuts and Jobs Act of 2017;
- references to "U.K." refer to the United Kingdom;
- reference to "U.S." or "United States" refer to the United States of America;
- references to "we," "us," "our," "Atlantica" and the "Company" refer to Atlantica Yield plc and its subsidiaries, unless the context otherwise requires.

PRESENTATION OF FINANCIAL INFORMATION

The selected financial information as of December 31, 2019 and 2018 and for the years ended December 31, 2019, 2018 and 2017 is derived from, and qualified in its entirety by reference to, our Annual Consolidated Financial Statements, which are included elsewhere in this annual report and prepared in accordance with IFRS as issued by the IASB. The selected financial information as of December 31, 2017 and 2016 and for the years ended December 31, 2016 and 2015, is derived from, and qualified in its entirety by reference to, the annual consolidated financial statements as of December 31, 2018 and 2017 and for the years ended December 31, 2018, 2017 and 2016, which are included in the annual report on Form 20-F filed with the SEC on February 28, 2019, and prepared in accordance with IFRS as issued by the IASB. The selected financial information as of December 31, 2015 is derived from, and qualified in its entirety by reference to, the annual consolidated financial statements as of December 31, 2017 and 2016 and for the years ended December 31, 2017, 2016 and 2015, which are included in the annual report on Form 20-F filed with the SEC on March 7, 2018, and prepared in accordance with IFRS as issued by the IASB.

Certain numerical figures set out in this annual report, including financial data presented in millions or thousands and percentages describing market shares, have been subject to rounding adjustments, and, as a result, the totals of the data in this annual report may vary slightly from the actual arithmetic totals of such information. Percentages and amounts reflecting changes over time periods relating to financial and other data set forth in “Item 5.A—Operating and Financial Review and Prospects—Operating Results” are calculated using the numerical data in our Annual Consolidated Financial Statements or the tabular presentation of other data (subject to rounding) contained in this annual report, as applicable, and not using the numerical data in the narrative description thereof.

Non-GAAP Financial Measures

This annual report contains non-GAAP financial measures including Further Adjusted EBITDA.

Further Adjusted EBITDA is calculated as profit/(loss) for the year attributable to the parent company, after adding back loss/(profit) attributable to non-controlling interest from continued operations, income tax, share of profit/(loss) of associates carried under the equity method, finance expense net, depreciation, amortization and impairment charges of entities included in the Annual Consolidated Financial Statements, and dividends received from our preferred equity investment in ACBH prior to December 31, 2017. Further Adjusted EBITDA for 2014 includes preferred dividends received from ACBH for the first time during the third and fourth quarters of 2014. Further Adjusted EBITDA for 2016 and for first quarter of 2017 includes compensation received from Abengoa in lieu of ACBH dividends.

Our management believes Further Adjusted EBITDA is useful to investors and other users of our financial statements in evaluating our operating performance because it provides them with an additional tool to compare business performance across companies and across periods. This measure is widely used by investors to measure a company’s operating performance without regard to items such as interest expense, taxes, depreciation and amortization, which can vary substantially from company to company depending upon accounting methods and book value of assets, capital structure and the method by which assets were acquired. This measure is widely used by other companies in the same industry.

Our management uses Further Adjusted EBITDA as a measure of operating performance to assist in comparing performance from period to period on a consistent basis and to readily view operating trends, as a measure for planning and forecasting overall expectations and for evaluating actual results against such expectations, and in communications with our board of directors, shareholders, creditors, analysts and investors concerning our financial performance.

In our discussion of operating results, we have included foreign exchange impacts in our revenue by providing constant currency revenue growth. The constant currency presentation is not a measure recognized under IFRS and excludes the impact of fluctuations in foreign currency exchange rates. We believe providing constant currency information provides valuable supplemental information regarding our results of operations. We calculate constant currency amounts by converting our current period local currency revenue using the prior period foreign currency average exchange rates and comparing these adjusted amounts to our prior period reported results. This calculation may differ from similarly titled measures used by others and, accordingly, the constant currency presentation is not meant to substitute for recorded amounts presented in conformity with IFRS as issued by the IASB nor should such amounts be considered in isolation.

We present non-GAAP financial measures because we believe that they and other similar measures are widely used by certain investors, securities analysts and other interested parties as supplemental measures of performance and liquidity. The non-GAAP financial measures may not be comparable to other similarly titled measures of other companies and have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS as issued by the IASB. Non-GAAP financial measures and ratios are not measurements of our performance or liquidity under IFRS as issued by the IASB and should not be considered as alternatives to operating profit or profit for the year or any other performance measures derived in accordance with IFRS as issued by the IASB or any other generally accepted accounting principles or as alternatives to cash flow from operating, investing or financing activities.

Some of the limitations of these non-GAAP measures are:

- they do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;
- they may not reflect the significant interest expense, or the cash requirements necessary, to service interest or principal payments, on our debts;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often need to be replaced in the future and Further Adjusted EBITDA does not reflect any cash requirements that would be required for such replacements;
- some of the exceptional items that we eliminate in calculating Further Adjusted EBITDA reflect cash payments that were made, or will be made in the future; and
- the fact that other companies in our industry may calculate Further Adjusted EBITDA differently than we do, which limits their usefulness as comparative measures.

PRESENTATION OF INDUSTRY AND MARKET DATA

In this annual report, we rely on, and refer to, information regarding our business and the markets in which we operate and compete. The market data and certain economic and industry data and forecasts used in this annual report were obtained from internal surveys, market research, governmental and other publicly available information, independent industry publications and reports prepared by industry consultants. We believe that these industry publications, surveys and forecasts are reliable, but we have not independently verified them, and there can be no assurance as to the accuracy or completeness of the included information.

Certain market information and other statements presented herein regarding our position relative to our competitors are not based on published statistical data or information obtained from independent third parties but reflect our best estimates. We have based these estimates upon information obtained from our customers, trade and business organizations and associations and other contacts in the industries in which we operate.

Elsewhere in this annual report, statements regarding our contracted assets and concessions activities, our position in the industries and geographies in which we operate are based solely on our experience, our internal studies and estimates and our own investigation of market conditions.

All of the information set forth in this annual report relating to the operations, financial results or market share of our competitors has been obtained from information made available to the public in such companies’ publicly available reports and independent research, as well as from our experience, internal studies, estimates and investigation of market conditions. We have not funded, nor are we affiliated with, any of the sources cited in this annual report. We have not independently verified the information and cannot guarantee its accuracy.

All third-party information, as outlined above, has to our knowledge been accurately reproduced and, as far as we are aware and are able to ascertain, no facts have been omitted which would render the reproduced information inaccurate or misleading, but there can be no assurance as to the accuracy or completeness of the included information.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. Selected Financial Data

The tables below present selected consolidated financial and business level information for Atlantica as of and for each of the years ended December 31, 2019, 2018, 2017, 2016 and 2015.

The selected financial information as of December 31, 2019 and 2018 and for the years ended December 31, 2019, 2018 and 2017 is derived from, and qualified in its entirety by reference to, our Annual Consolidated Financial Statements, which are included elsewhere in this annual report and prepared in accordance with IFRS as issued by the IASB. The selected financial information as of December 31, 2017 and 2016 and for the years ended December 31, 2016 and 2015, is derived from, and qualified in its entirety by reference to, the annual consolidated financial statements as of December 31, 2018 and 2017 and for the years ended December 31, 2018, 2017 and 2016, which are included in the annual report on Form 20-F filed with the SEC on February 28, 2019, and prepared in accordance with IFRS as issued by the IASB. The selected financial information as of December 31, 2015 is derived from, and qualified in its entirety by reference to, the annual consolidated financial statements as of December 31, 2017 and 2016 and for the years ended December 31, 2017, 2016 and 2015, which are included in the annual report on Form 20-F filed with the SEC on March 7, 2018, and prepared in accordance with IFRS as issued by the IASB.

The selected financial information as of and for the years ended December 31, 2019, 2018, 2017, 2016 and 2015 is not intended to be an indicator of our financial condition or results of operations in the future. You should review such selected financial information together with our Annual Consolidated Financial Statements and notes thereto, included elsewhere in this annual report.

The following tables should be read in conjunction with “Item 5.A—Operating and Financial Review and Prospects—Operating Results” and our Annual Consolidated Financial Statements and related notes included elsewhere in this annual report.

Consolidated income statements for the years ended December 31, 2019, 2018, 2017, 2016 and 2015

	Year ended December 31,				
	2019	2018	2017	2016	2015
	($ in millions, except for share and per share information)				
Revenue	1,011.5	1,043.8	1,008.4	971.8	790.9
Other operating income	93.8	132.5	80.8	65.5	68.8
Employee benefit expense	(32.2)	(15.1)	(18.7)	(14.8)	(5.8)
Depreciation, amortization and impairment charges	(310.8)	(362.7)	(311.0)	(332.9)	(261.3)
Other operating expenses	(261.8)	(310.6)	(301.5)	(287.2)	(248.1)
Operating profit/(loss)	500.5	**487.9**	**458.0**	**402.4**	**344.5**
Financial income	4.1	36.4	1.0	3.3	3.5
Financial expense	(408.0)	(425.0)	(463.7)	(408.0)	(333.9)
Net exchange differences	2.7	1.6	(4.1)	(9.6)	3.9
Other financial income/(expense), net	(1.1)	(8.2)	18.4	8.5	(200.2)
Financial expense, net	(402.3)	**(395.2)**	**(448.4)**	**(405.8)**	**(526.7)**
Share of profit/(loss) of associates carried under the equity method	7.4	5.2	5.3	6.7	7.8
Profit/(loss) before income tax	**105.6**	**97.9**	**14.9**	**3.3**	**(174.4)**
Income tax benefit/(expense)	(31.0)	(42.6)	(119.8)	(1.7)	(23.8)
Profit/(loss) for the year	**74.6**	**55.3**	**(104.9)**	**1.6**	**(198.2)**
Profit/(loss) attributable to non-controlling interest	(12.5)	(13.7)	(6.9)	(6.5)	(10.8)
Profit/(loss) for the year attributable to the parent company	**62.1**	**41.6**	**(111.8)**	**(4.9)**	**(209.0)**
Less Predecessor Loss prior to Initial Public Offering on June 12, 2014	—	—	—	—	—
Net profit/(loss) attributable to the parent company subsequent to Initial Public Offering	—	—	—	—	—
Weighted average number of ordinary shares outstanding (millions)	101.1	100.2	100.2	100.2	92.8
Basic and diluted earnings per share attributable to the parent company (U.S. dollar per share)	0.61	0.42	(1.12)	(0.05)	(2.25)
Dividend paid per share[1]	1.57	1.38	1.05	0.4530	1.4292

Notes:

(1) **2019:** On February 26, 2019, the board of directors declared a dividend of $0.37 per share corresponding to the fourth quarter of 2018, which was paid on March 22, 2019. On May 7, 2019, the board of directors approved a dividend of $0.39 per share corresponding to the first quarter of 2019, which was paid on June 14, 2019. On August 2, 2019, the board of directors approved a dividend of $0.40 per share corresponding to the second quarter of 2019, which was paid on September 13, 2019. On November 5, 2019, the board of directors approved a dividend of $0.41 per share corresponding to the third quarter of 2019, which was paid on December 13, 2019.

2018: On February 27, 2018, the board of directors declared a dividend of $0.31 per share corresponding to the fourth quarter of 2017, which was paid on March 27, 2018. On May 11, 2018, the board of directors declared a dividend of $0.32 per share corresponding to the first quarter of 2018, which was paid on June 15, 2018. On July 31, 2018, the board of directors declared a dividend of $0.34 per share corresponding to the second quarter of 2018, which was paid on September 15, 2018. On October 31, 2018, the board of directors declared a dividend of $0.36 per share corresponding to the third quarter of 2018 which was paid on December 14, 2018.

2017: On February 27, 2017, the board of directors declared a dividend of $0.25 per share corresponding to the fourth quarter of 2016, which was paid on March 15, 2017. From that amount, we retained $10.4 million of the dividend attributable to Abengoa. On May 12, 2017, the board of directors declared a dividend of $0.25 per share corresponding to the first quarter of 2017 which was paid on June 15, 2017. On July 28, 2017, the board of directors declared a dividend of $0.26 per share corresponding to the second quarter of 2017 which was paid on August 31, 2017. On November 10, 2017, the board of directors declared a dividend of $0.29 per share corresponding to the third quarter of 2017 which was paid on December 15, 2017.

2016: In February 2016, taking into consideration the uncertainties resulting from the situation of Abengoa, the board of directors decided to postpone the decision whether to declare a dividend in respect of the fourth quarter of 2015 until the second quarter of 2016. In May 2016, considering the uncertainties in Abengoa situation, our board of directors decided not to declare a dividend in respect of the fourth quarter of 2015 and to postpone the decision on whether to declare a dividend in respect of the first quarter 2016 until we had obtained greater clarity on cross default and change of ownership issues. On August 3, 2016, based on waivers or forbearances obtained to that date, our board of directors decided to declare a dividend of $0.145 per share for the first quarter of 2016 and a dividend of $0.145 per share for the second quarter of 2016. The dividend was paid on September 15, 2016, to shareholders of record August 31, 2016. From that amount, we retained $12.3 million of the dividend attributable to Abengoa. On November 11, 2016, our board of directors, based on waivers or forbearances obtained to that date, decided to declare a dividend of $0.163 per share, paid on December 15, 2016, to shareholders of record on November 30, 2016, and from that amount we retained $6.7 million of the dividend attributable to Abengoa in accordance with the provisions of the parent support agreement and an agreement reached with Abengoa in relation to the ACBH preferred equity investment.

2015: On March 16, 2015 we paid a dividend of $0.2592 per share to shareholders of record February 28, 2015. On June 15, 2015 we paid a dividend of $0.34 per share to shareholders of record May 29, 2015. On September 15, 2015 we paid a dividend of $0.40 per share to shareholders of record May 29, 2015. On December 16, 2015, we paid a dividend of $0.43 per share to shareholders of record as of November 30, 2015, corresponding to the third quarter of 2015, and from that amount we retained $9 million of the dividend attributable to Abengoa in accordance with the provisions of the parent support agreement and an agreement reached with Abengoa in relation to the ACBH preferred equity investment. See “Item 4.B—Business Overview—Electric Transmission—Exchangeable Preferred Equity Investment in Abengoa Concessões Brasil Holding.”

Consolidated statements of financial position as of December 31, 2019, 2018, 2017, 2016 and 2015

	As of December 31,				
	2019	**2018**	**2017**	**2016**	**2015**
			($ in millions)		
Non-Current assets:					
Contracted concessional assets	8,161.1	8,549.2	9,084.2	8,924.2	9,300.9
Investments carried under the equity method	139.9	53.4	55.8	55.0	56.2
Financial investments	91.6	52.7	45.3	69.8	93.8
Deferred tax assets	148.0	136.0	165.1	202.9	191.3
Total non-current assets	**8,540.6**	**8,791.3**	**9,350.4**	**9,251.9**	**9,642.2**
Current assets:					
Inventories	20.3	18.9	17.9	15.5	14.9
Trade and other receivables	317.6	236.4	244.4	207.6	197.3
Financial investments	218.6	240.8	210.1	228.0	221.4
Cash and cash equivalents	562.8	631.5	669.4	594.8	514.7
Total current assets	**1,119.2**	**1,127.7**	**1,141.9**	**1,045.9**	**948.3**
Total assets	**9,659.8**	**9,919.0**	**10,492.3**	**10,297.8**	**10,590.5**
Total equity	**1,714.9**	**1,756.1**	**1,895.4**	**1,959.1**	**2,023.5**
Non-current liabilities:					
Long-term corporate debt	695.1	415.2	574.2	376.3	661.3
Long-term project debt	4,069.9	4,826.7	5,228.9	4,629.2	3,574.5
Other liabilities	2,206.6	2,181.9	2,292.9	2,158.1	2,238.4
Total non-current liabilities	**6,971.6**	**7,423.8**	**8,096.5**	**7,163.6**	**6.474.2**
Current liabilities:					
Short-term corporate debt	28.7	268.9	68.9	291.9	3.2
Short-term project debt	782.4	264.4	246.3	701.3	1,896.1
Other liabilities	162.3	205.8	187.0	181.9	193.5
Total current liabilities	**973.4**	**739.1**	**500.4**	**1,175.1**	**2,092.8**
Equity and total liabilities	**9,659.8**	**9,919.0**	**10,492.3**	**10,297.8**	**10,590.5**

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Consolidated cash flow statements for the years ended December 31, 2019, 2018, 2017, 2016 and 2015

	Year ended December 31,				
	2019	**2018**	**2017**	**2016**	**2015**
			($ in millions)		
Gross cash flows from operating activities					
Profit/(loss) for the year	62.1	55.3	(104.9)	1.6	(198.2)
Adjustments to reconcile after-tax profit to net cash generated by operating activities	701.8	697.6	848.8	664.8	734.9
Profit for the year adjusted by non-monetary items	**776.4**	**752.9**	**743.9**	**666.4**	**536.7**
Net interest / taxes paid	(299.5)	(333.5)	(349.5)	(334.0)	(310.2)
Variations in working capital	(113.4)	(18.4)	(8.8)	2.0	73.1
Total net cash flow provided by/(used in) operating activities	**363.6**	**401.0**	**385.6**	**334.4**	**299.6**
Net cash flows from investing activities					
Investments in entities under the equity method	30.4	4.4	3.0	5.0	4.4
Investments in contracted concessional assets(1)	22.0	68.0	30.1	(6.0)	(106.0)
Other non-current assets/liabilities	2.7	(16.7)	8.2	(3.6)	5.7
Acquisitions / sales of subsidiaries and other financial instruments	(173.4)	(70.6)	30.1	(21.7)	(834.0)
Total net cash flows provided by/ (used in) investing activities	**(118.2)**	**(14.9)**	**71.4**	**(26.3)**	**(929.9)**
Net cash flows provided by/ (used in) financing activities	**(310.1)**	**(405.2)**	**(416.3)**	**(226.1)**	**810.9**
Net increase/(decrease) in cash and cash equivalents	**(64.8)**	**(19.1)**	**40.7**	**82.0**	**180.6**
Cash, cash equivalents and bank overdrafts at beginning of the year	**631.5**	**669.4**	**594.8**	**514.7**	**354.2**
Translation differences cash or cash equivalents	(3.9)	(18.8)	33.9	(1.9)	(20.1)
Cash and cash equivalents at the end of the year	**562.8**	**631.5**	**669.4**	**594.8**	**514.7**

Note:

(1) Includes proceeds for $22.2 million, $72.6 million and $42.5 million in 2019, 2018 and 2017 respectively. See note 6 of the Annual Consolidated Financial Statements.

Geography and business sector data

Revenue by geography

	Year ended December 31,				
	2019	**2018**	**2017**	**2016**	**2015**
			($ in millions)		
North America	333.0	357.2	332.7	337.0	328.1
South America	142.2	123.2	120.8	118.8	112.5
EMEA	536.3	563.4	554.9	516.0	350.3
Total revenue	**1,011.5**	**1,043.8**	**1,008.4**	**971.8**	**790.9**

Revenue by business sector

	Year ended December 31,				
	2019	2018	2017	2016	2015
	($ in millions)				
Renewable energy	761.1	793.5	767.2	724.3	543.0
Efficient natural gas	122.3	130.8	119.8	128.1	138.7
Electric transmission	103.5	96.0	95.1	95.1	86.4
Water	24.6	23.5	26.3	24.3	22.8
Total revenue	**1,011.5**	**1,043.8**	**1,008.4**	**971.8**	**790.9**

Non-GAAP financial data

Further Adjusted EBITDA by geography

	Year ended December 31,				
	2019	2018	2017	2016	2015
	($ in millions)				
North America(1)	305.1	308.8	282.3	284.7	279.6
South America	115.3	100.2	108.8	124.6	110.9
EMEA(1)	390.8	441.6	388.2	354.0	233.7
Further Adjusted EBITDA(2)(3)(4)	**811.2**	**850.6**	**779.3**	**763.3**	**624.2**

Note:

(1) Further Adjusted EBITDA for EMEA and North America does not include our pro rata share of EBITDA from unconsolidated affiliates, which was $10.4 million, $8.1 million, $7.3 million, $8.8 million and $12.3 million for the years ended December 31, 2019, 2018, 2017, 2016 and 2015.

(2) Further Adjusted EBITDA is a supplemental non-GAAP financial measure. We present non-GAAP financial measures because we believe that they and other similar measures are widely used by certain investors, securities analysts and other interest parties. The non-GAAP financial measures may not be comparable to other similarly titled measures of other companies and have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS as issued by the IASB. Non-GAAP financial measures are not measurements of our performance or liquidity under IFRS as issued by the IASB and should not be considered as alternatives to operating profit or profit for the year or any other performance measure derived in accordance with IFRS as issued by the IASB or any other generally accepted accounting principles. See “Presentation of Financial Information—Non-GAAP Financial Measures.”

(3) Further Adjusted EBITDA is calculated as profit/(loss) for the year attributable to the parent company, after adding back loss/(profit) attributable to non-controlling interest from continued operations, income tax, share of profit/(loss) of associates carried under the equity method, finance expense net, depreciation, amortization and impairment charges of entities included in the Annual Consolidated Financial Statements, and dividends received from our preferred equity investment in ACBH. Further Adjusted EBITDA for 2016 and the first quarter of 2017 includes compensation received from Abengoa in lieu of ACBH dividends. Further Adjusted EBITDA is not a measure of performance under IFRS as issued by the IASB and you should not consider Further Adjusted EBITDA as an alternative to operating income or profits or as a measure of our operating performance, cash flows from operating, investing and financing activities or as a measure of our ability to meet our cash needs or any other measures of performance under generally accepted accounting principles. We believe that Further Adjusted EBITDA is a useful indicator of our ability to incur and service our indebtedness and can assist securities analysts, investors and other parties to evaluate us. Further Adjusted EBITDA and similar measures are used by different companies for different purposes and are often calculated in ways that reflect the circumstances of those companies. Further Adjusted EBITDA may not be indicative of our historical operating results, nor is it meant to be predictive of potential future results.

(4) Further Adjusted EBITDA does not include our pro rata share of EBITDA from unconsolidated affiliates, which was $10.4 million, $8.1 million, $7.3 million, $8.8 million and $12.3 million for the years ended December 31, 2019, 2018, 2017, 2016 and 2015.

Further Adjusted EBITDA by business sector

	Year ended December 31,				
	2019	**2018**	**2017**	**2016**	**2015**
			($ in millions)		
Renewable energy**(1)**	603.7	664.4	569.2	538.4	414.0
Efficient natural gas**(1)**	107.5	93.9	106.1	106.5	107.7
Electric transmission	85.6	78.4	87.7	104.8	89.0
Water**(1)**	14.4	13.9	16.3	13.6	13.5
Further Adjusted EBITDA(2)(3)(4)	**811.2**	**850.6**	**779.3**	**763.3**	**624.2**

Note:

(1) Further Adjusted EBITDA for Water, Efficient natural gas and Renewable energy does not include our pro rata share of EBITDA from unconsolidated affiliates, which was $10.4 million, $8.1 million, $7.3 million, $8.8 million and $12.3 million for the years ended December 31, 2019, 2018, 2017, 2016 and 2015.

(2) Further Adjusted EBITDA is a supplemental non-GAAP financial measure. We present non-GAAP financial measures because we believe that they and other similar measures are widely used by certain investors, securities analysts and other interest parties. The non-GAAP financial measures may not be comparable to other similarly titled measures of other companies and have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS as issued by the IASB. Non-GAAP financial measures are not measurements of our performance or liquidity under IFRS as issued by the IASB and should not be considered as alternatives to operating profit or profit for the year or any other performance measure derived in accordance with IFRS as issued by the IASB or any other generally accepted accounting principles. See "Presentation of Financial Information—Non-GAAP Financial Measures."

(3) Further Adjusted EBITDA is calculated as profit/(loss) for the year attributable to the parent company, after adding back loss/(profit) attributable to non-controlling interest from continued operations, income tax, share of profit/(loss) of associates carried under the equity method, finance expense net, depreciation, amortization and impairment charges of entities included in the Annual Consolidated Financial Statements, and dividends received from our preferred equity investment in ACBH. Further Adjusted EBITDA for 2016 and the first quarter of 2017 includes compensation received from Abengoa in lieu of ACBH dividends. Further Adjusted EBITDA is not a measure of performance under IFRS as issued by the IASB and you should not consider Further Adjusted EBITDA as an alternative to operating income or profits or as a measure of our operating performance, cash flows from operating, investing and financing activities or as a measure of our ability to meet our cash needs or any other measures of performance under generally accepted accounting principles. We believe that Further Adjusted EBITDA is a useful indicator of our ability to incur and service our indebtedness and can assist securities analysts, investors and other parties to evaluate us. Further Adjusted EBITDA and similar measures are used by different companies for different purposes and are often calculated in ways that reflect the circumstances of those companies. Further Adjusted EBITDA may not be indicative of our historical operating results, nor is it meant to be predictive of potential future results. See "Presentation of Financial Information—Non-GAAP Financial Measures."

(4) Further Adjusted EBITDA does not include our pro rata share of EBITDA from unconsolidated affiliates, which was $10.4 million, $8.1 million, $7.3 million, $8.8 million and $12.3 million for the years ended December 31, 2019, 2018, 2017, 2016 and 2015.

The following table sets forth a reconciliation of Further Adjusted EBITDA to our profit/(loss) for the year from continuing operations:

Reconciliation of profit/(loss) for the year to Further Adjusted EBITDA

	Year ended December 31,				
	2019	2018	2017	2016	2015
	($ in millions)				
Profit/(loss) for the year attributable to the parent company	**62.1**	**41.6**	**(111.8)**	**(4.9)**	**(209.0)**
Profit/(loss) attributable to non-controlling interest from continued operations	12.5	13.7	6.9	6.5	10.8
Income tax	30.9	42.6	119.8	1.7	23.8
Share of loss/(profit) of associates carried under the equity method	(7.5)	(5.2)	(5.3)	(6.7)	(7.8)
Financial expenses, net	402.3	395.2	448.4	405.8	526.7
Operating profit/(loss)	**500.4**	**487.9**	**458.0**	**402.4**	**344.5**
Depreciation, amortization and impairment charges	310.8	362.7	311.0	332.9	261.3
Dividend from preferred equity investment	-	-	10.3	28.0	18.4
Further Adjusted EBITDA	**811.2**	**850.6**	**779.3**	**763.3**	**624.2**

The following table sets forth a reconciliation of Further Adjusted EBITDA to our net cash generated by or used in operating activities:

Reconciliation of net cash generated by operating activities to Further Adjusted EBITDA

	Year ended December 31,				
	2019	2018	2017	2016	2015
	($ in millions)				
Net cash generated by operating activities	**363.5**	**401.0**	**385.6**	**334.4**	**299.6**
Interests (paid)/received	299.5	321.0	344.7	332.1	310.2
Income tax (paid)/received	0	12.5	4.8	2.0	(0.5)
Variations in working capital	113.4	18.4	8.8	(2.0)	(73.1)
Non-monetary adjustments, other cash finance costs and other	34.8	97.7	35.4	96.8	88.0
Further Adjusted EBITDA	**811.2**	**850.6**	**779.3**	**763.3**	**624.2**

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Investing in our securities involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with the other information contained in this annual report, including our Annual Consolidated Financial Statements and related notes, included elsewhere in this annual report, before making any investment decision. The risks described below may not be the only risks we face. We have described only those risks that we currently consider to be material and there may be additional risks that we do not currently consider to be material or of which we are not currently aware. Any of the following risks and uncertainties could have a material adverse effect on our business, prospects, results of operations and financial condition. The market price of our securities could decline due to any of these risks and uncertainties, and you could lose all or part of your investment.

Risks Related to Our Business and the Markets in Which We Operate

Difficult conditions in the global economy and in the global capital markets have caused, and may continue to cause, a sharp reduction in worldwide demand for our products and services.

Our results of operations have been, and continue to be, materially affected by conditions in the global economy. In the United States, capital markets have been experiencing some volatility recently probably driven by signs of a global economic slowdown, concerns on upcoming decisions on interest rates, inflation fears, trade tensions with China and the escalation of the conflict with Iran. Concerns over inflation, volatile oil and gas prices, geopolitical issues, the availability and cost of credit, sovereign debt and the instability of the euro have contributed to increased volatility and diminished expectations for the economy and global capital markets going forward. These factors have in the past precipitated economic slowdowns and led to a recent recession and weak economic growth. Adverse events and continuing disruptions in the global economy and in the global capital markets may have a material adverse effect on our business, financial condition, results of operations and cash flows. Moreover, even in the absence of a market downturn, we are exposed to substantial risk of loss due to market volatility with certain factors, including volatile oil prices, interest rates, consumer spending, business investment, government spending, inflation affecting the business and economic environment that could affect the economic and financial situation of our concession contracts counterparties and, ultimately, the profitability and growth of our business.

Generalized or localized downturns or inflationary or deflationary pressures in our key geographical areas could also have a material adverse effect on our business, financial condition, results of operations and cash flows. A significant portion of our business activity is concentrated in the United States, Mexico, Peru and Spain. Consequently, we are significantly affected by the general economic conditions in these countries. Spain, for instance, has experienced negative economic conditions in the last few years, including high unemployment and significant government debt, increased lately by the continued uncertainty regarding the Catalonian political situation, which we believe could adversely affect our operations in the future. The effects on the European and global economy of the exit of the United Kingdom from the European Union or of any other member states from the Eurozone, the dissolution of the euro, or the perception that any of these events are imminent, are inherently difficult to predict and could give rise to operational disruptions or other risks of contagion to our business and have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, to the extent uncertainty regarding the European economic recovery continues to negatively affect government or regional budgets, our business, financial condition, results of operations and cash flows could be materially adversely affected. Various European political parties who question the austerity policies implemented in certain European countries have added political instability to the region. Finally, the elections to the European Parliament held on May 23-26, 2019, have resulted in changes in the political landscape which may have an impact on the internal policies of the European Union and, ultimately, on our business, financial condition, results of operations and cash flows. Additionally, political changes in key geographies, including the United States, could affect our business in the United States or in other countries including, for example, Mexico. Finally, other downturns or disruptions provoked by social unrest in the countries where we operate, like those we have seen in Chile or Algeria, or diseases like the COVID-19 could have a material adverse impact on our business, financial condition, results of operations and cash flows.

We may not be able to arrange the required or desired financing for acquisitions and for the successful refinancing of the Company's project level and corporate level indebtedness.

The global capital and credit markets have experienced in the past and may continue to experience periods of extreme volatility and disruption. At times, our access to financing was curtailed by market conditions and other factors. In recent years, capital markets have been highly volatile, particularly in the United States and Europe. These adverse market conditions could prevent us from accessing the capital markets in a manner that would permit the Company to make acquisitions or refinance its debt on satisfactory terms or at all. Continued disruptions, uncertainty or volatility in the global capital and credit markets may limit our access to additional capital required to operate or grow our business, including our access to new debt and equity capital to make further acquisitions or access to project debt, which we may use to fund or refinance many of our projects and corporate level debt, even in cases where such capital has already been committed. Such market conditions may limit our ability to replace, in a timely manner, maturing liabilities and access the capital necessary to grow our business, or replace financing previously committed for a project that ceases to be available to us. As a result, we may be forced to delay raising capital, issue shorter-term securities than we prefer, or bear a higher cost of capital which could decrease our profitability and significantly reduce our financial flexibility or even require us to modify our dividend policy. In the event we are required to replace previously committed financing to certain projects that subsequently becomes unavailable, we may have to postpone or cancel planned acquisitions or capital expenditures. The inability to raise capital, higher costs of capital or postponement or cancellation of planned acquisitions or capital expenditures may have a materially adverse effect on our business, financial condition, results of operations and cash flows. In addition, our ability to arrange financing, either at the corporate level or at a non-recourse project level subsidiary, and the costs of such capital, are dependent on numerous factors, including:

- general economic and capital market conditions;
- credit availability from banks and other financial institutions;
- investor confidence in us and Algonquin as our largest shareholder
- our financial performance and the financial performance of our subsidiaries;
- our level of indebtedness and compliance with covenants in debt agreements;
- maintenance of acceptable project credit ratings or credit quality;
- cash flow; and
- provisions of tax and securities laws that may impact raising capital.

We may not be successful in obtaining additional capital for these or other reasons. Furthermore, we may be unable to refinance or replace project level financing arrangements or other credit facilities on favorable terms or at all upon the expiration or termination thereof. Our failure, or the failure of any of our projects, to obtain additional capital may constitute a default under such existing indebtedness and may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate.

A significant portion of the electric power we generate, the transmission capacity we have, and our desalination capacity is sold under long-term off-take agreements with public utilities, industrial or commercial end-users or governmental entities, with a weighted average remaining duration of approximately 18 years as of December 31, 2019.

If, for any reason, including, but not limited to, a deterioration in their financial situation or bankruptcy, any of the purchasers of power, transmission capacity or desalination capacity under these agreements are unable or unwilling to fulfill their related contractual obligations or if they refuse to accept delivery of power delivered thereunder or if they otherwise terminate such agreements prior to the expiration thereof, or if prices were re-negotiated under a bankruptcy situation, or if they delayed payments, our assets, liabilities, business, financial condition, results of operations and cash flow may be materially adversely affected. Furthermore, to the extent any of our power, transmission capacity or desalination capacity purchasers are, or are controlled by, governmental entities, our facilities may be subject to sovereign risk or legislative or other political action that may hamper their contractual performance.

On January 29, 2019, PG&E, the off-taker for Atlantica Yield with respect to the Mojave plant, filed for reorganization under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of California (the “Bankruptcy Court”). As a consequence, PG&E did not pay the portion of the invoice corresponding to the electricity delivered for the period between January 1 and January 28, 2019, which was due on February 25, given that the services relate to the pre-petition period and any payment therefore would require approval by the Bankruptcy Court. However, Mojave Solar filed a 503(b)(9) claim for the portion of energy delivered 20 days prior to the PG&E filing, which was approved by an order of the Bankruptcy Court on August 15, 2019. Mojave Solar filed a general unsecured claim on October 17, 2019 for the remaining outstanding balance of energy. Further, PG&E has paid all invoices corresponding to the electricity delivered after January 28. Due to the PG&E Chapter 11 filings, a default of the PPA agreement with PG&E occurred with the PG&E bankruptcy filing. Since PG&E failed to assume the PPA within 180 days from the commencement of PG&E’s Chapter 11 proceeding, a technical event of default was triggered under our Mojave project finance agreement in July 2019. Although we do not expect the acceleration of debt to be declared by the DOE, the project debt agreement does not have what International Accounting Standards define as an unconditional right to defer the settlement of the debt for at least twelve months, as the event of default provision make that right not totally unconditional, and therefore the debt has been presented as current in our financial statements. As of December 31, 2019, Mojave had $707 million outstanding under its project financing agreement with the Federal Financing Bank, with a guarantee from the DOE. Additionally, Mojave represented approximately 13.5% of 2018 project level cash available for distribution. Chapter 11 bankruptcy is a complex process and we do not know at this time whether PG&E will seek to reject the PPA or not. However, PG&E has continued to be in compliance with the remaining terms and conditions of the PPA, including with all payment terms of the PPA up through the date hereof with the exception of services for prepetition services that became due and payable after the chapter 11 filing date. It remains possible that at any time during the chapter 11 proceeding, PG&E may decide to cease performing under the PPA and attempt to reject or renegotiate the terms of its contract with us. If PG&E rejected the contract and stopped making payments in accordance with the PPA, Mojave could fail in servicing its debt under its project finance agreement, which would also cause a default under the project finance agreement. If not cured or waived, an event of default in the project finance agreement could result in debt acceleration and, if such amounts were not timely paid, the DOE could decide to foreclose on the asset. Further, it is possible that the current timetable for confirmation could be delayed due to various matters relating to the treatment of claims, including claims that may arise during the Chapter 11 case. The PG&E bankruptcy has heightened the risk that project level cash distributions could be restricted for an undetermined period of time, thereby impacting our corporate liquidity and corporate leverage. Mojave project cash distributions to the corporate level normally take place at the end of the year. The last distribution received at the corporate level took place in December 2018. Unless the technical event or default is cured or waived, distributions may not be made during the pendency of the bankruptcy. Such events may have a material adverse effect on our business, financial condition, results of operations and cash flows.

During recent months, the credit rating of Eskom has also weakened and is currently CCC+ from S&P Global Rating (“S&P”), B3 from Moody’s Investor Service Inc. (“Moody’s”) and BB- from Fitch Ratings Inc. (“Fitch”). Eskom is the off-taker of our Kaxu solar plant, a state-owned, limited liability company, wholly owned by the government of the Republic of South Africa. Eskom’s payment guarantees to our solar plant Kaxu are underwritten by the South African Department of Energy, under the terms of an implementation agreement. The credit ratings of the Republic of South Africa as of the date of this report are BB/Baa3/BB+ by S&P, Moody’s and Fitch, respectively.

In addition, the credit rating of Pemex has also weakened and is currently BBB+ from S&P, Baa3 from Moody’s and BB+ from Fitch. We have been experiencing delays in collections in the last few months. Although we believe they are partially due to changes in personnel following the elections last year, we continue to monitor the situation closely.

The cost of renewable energy has considerably decreased over the past years, becoming a consistently competitive source of power generation compared to traditional fossil fuels in many regions, and it is expected to continue falling in the future. In addition, there has been an increase in the number of players and competition in the renewable energy space in the last few years, industrial companies and other independent power producer as well as large infrastructure funds and other financial players. The reduction in the cost of renewable energy and the intense competition has contributed to a reduction in electricity prices paid by the off-takers. In light of these market conditions, we may not be able to replace an expiring or terminated agreement with an agreement on equivalent terms and conditions, including at prices that permit operation of the related facility on a profitable basis. In addition, we believe many of our competitors have well-established relationships with our current and potential suppliers, lenders and customers and have extensive knowledge of our target markets. As a result, these competitors may be able to respond more quickly to evolving industry standards and changing customer requirements than us. Adoption of technology more advanced than our own could reduce the power production costs of our competitors, resulting in their having a lower cost structure than is achievable with the technologies we currently employ and adversely affect our ability to compete for off-take agreement renewals. If we are unable to replace an expiring or terminated off-take agreement, the affected facility may temporarily or permanently cease operations. External events, such as a severe economic downturn and lower commodity prices, could also impair the ability of some counterparties to our off-take agreements and other customer agreements to pay for energy and/or other products and services received.

Our inability to enter into new or replacement off-take agreements or to compete successfully against current and future competitors in the markets in which we operate may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Government regulations could change at any time and such changes may negatively impact our current business and our growth strategy.

In some of our assets such as the Spanish solar plants and one of our transmission lines in Chile, revenues are based on existing regulation. We may also acquire in the future additional assets or businesses with regulated revenues. For these types of assets and businesses, if regulation changes, it may have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, our strategy to grow our business through the acquisition of renewable energy projects partly depends on current government policies that promote and support renewable energy and enhance the economic viability of owning solar and wind energy projects. Renewable energy projects currently benefit from various U.S. federal, state and local governmental incentives, such as ITCs, PTCs, loan guarantees, RPS programs, or MACRS along with other incentives. These policies have had a significant impact on the development of renewable energy and they could change at any time, especially in the event that the current administration was to embark on further significant changes in federal energy policy. The current U.S. administration has also made public statements regarding overturning or modifying policies of, or regulations enacted by, the prior administration that placed limitations on coal and gas electric generation, mining and/or exploration. Additionally, many of these government incentives, including the ITCs and the PTCs, are subject to phase-out and/or expiration. These incentives make the development of renewable energy projects more competitive by providing tax credits, accelerated depreciation and expensing for a portion of the development costs, decreasing the costs associated with developing such projects or creating demand for renewable energy assets through RPS programs. A loss or reduction in such incentives or the value of such incentives, a change in policy away from limitations on coal and gas electric generation, mining and exploration, or a reduction in the capacity of potential investors to benefit from such incentives could decrease the attractiveness of solar or renewable energy projects to project developers, and the attractiveness of solar energy systems to utilities, retailers and customers. Such a loss or reduction could also reduce our acquisition opportunities and our willingness to pursue renewable energy projects due to higher operating costs or lower revenues from off-take agreements. See also "—Risks Related to Taxation."

The current U.S. administration's environmental and tax policies may create regulatory uncertainty in the clean energy sector and may lead to a reduction or removal of various clean energy programs and initiatives designed to curtail climate change. Such a reduction or removal of incentives may diminish the market for future renewable energy off-take agreements and reduce the ability for renewable developers to compete for future energy off-take agreements, which may reduce incentives for project developers to invest in the development and construction of clean energy and water infrastructure contracted assets. To the extent that these policies are changed in a manner that reduces the incentives or the value of such incentives or reduces the capacity of potential investors to benefit from such incentives, this could cause reduced revenues and reduced economic returns, resulting in increased financing costs and difficulty in obtaining financing.

The reduction in the corporate tax rate diminishes the benefit of tax incentives for potential investors and reduces the value of accelerated depreciation deductions and the expensing of certain capital expenditures. Any effort to overturn federal and state laws, regulations or policies that are supportive of existing or new solar energy generation or that remove costs or other limitations on other types of generation that compete with solar energy projects could materially and adversely affect the Company's business. Additionally, the current U.S. administration is exploring potential legal and regulatory strategies to subsidize coal and nuclear generation, which could allow those technologies to become more cost competitive relative to renewable generation sources.

Additionally, some U.S. states with RPS targets have met, or in the near future will meet, their renewable energy targets. For example, California, which has among the most aggressive RPS laws in the United States, is poised to meet its current mandate of 33.0% renewable energy by 2020 with already-proposed new renewable energy projects, though significant additional investments will be required to meet the higher renewable energy mandate of 60.0% by 2030 and 100% by 2045 that was adopted in 2018. If, as a result of achieving these targets, these and other U.S. states do not increase their targets in the near future, demand for additional renewable energy could decrease.

In addition, the substantial increase of grid connected intermittent solar and wind generation assets resulting from the adoption of RPS targets has created significant technical challenges for grid operators. As a result, RPS targets may need to be scaled back or delayed in order to develop technologies or infrastructure to accommodate this increase in intermittent generation assets.

We rely, in a significant part, on environmental and other regulations of industrial and local government activities, including regulations mandating, among other things, reductions in carbon or other greenhouse gas emissions or use of energy from renewable sources. If the businesses to which such regulations relate were deregulated or if such regulations were materially changed or weakened, the profitability of our current and future projects could suffer, which could in turn have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, uncertainty regarding possible changes to any such regulations has adversely affected us in the past, and may adversely affect in the future, our ability to refinance a project or to satisfy other financing needs.

Subsidy regimes for renewable energy generation have been challenged in the past on constitutional and other grounds (including that such regimes constitute impermissible European Union state aid) in certain jurisdictions. In addition, certain loan-guarantee programs in the United States, including those which have enabled the DOE to provide loan guarantees to support our Solana and Mojave projects in the United States, have been challenged on grounds of failure by the appropriate authorities to comply with applicable U.S. federal administrative and energy law. If all or part of the subsidy and incentive regimes for renewable energy generation in any jurisdiction in which we operate were found to be unlawful and, therefore, reduced or discontinued, we may be unable to compete effectively with conventional and other renewable forms of energy.

We currently have two financing arrangements with the Federal Financing Bank for the Solana and Mojave assets, repayment of which to the Federal Financing Bank by those projects is with a guarantee by the DOE. Additionally, these projects benefit from the ITCs. Unilateral changes to these agreements or the ITC regime may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Potential acquisition of solar projects could be more challenging if the cost of solar panels does not decline or increases in the future, including as a result of increases in the cost of solar panels or tariffs on imported solar panels imposed by the U.S. government.

The cost of solar panels, which declined in recent years, and the raw materials necessary to manufacture them has been a key driver in the pricing of solar energy systems and customer adoption of this form of renewable energy. The U.S. government has imposed tariffs on solar cells manufactured in China, which is a large producer of solar cells, thereby increasing the price of solar panels containing Chinese-manufactured solar cells. While solar panels containing solar cells manufactured outside of China are not subject to such tariffs, the prices of these solar panels are, and may continue to be, more expensive than panels produced using Chinese solar cells, before giving effect to the tariff penalties, and such tariffs may create upward pressure on prices.

In addition, the U.S. government conducted in the past years trade investigations relating to solar modules manufactured in China (with cells from other countries) and cells manufactured in Taiwan, which resulted in import tariffs on foreign-manufactured solar panel. As a result, in early January 2015, the U.S. government imposed preliminary tariffs on solar cells manufactured in Taiwan and solar panels and modules containing such cells. Similar measures were taken for solar cells manufactured in China at the beginning of 2018, the tariff steps down from 30% in 2018 to 15% over four years and then is eliminated.

With the stabilization or increase of solar panel and raw materials prices, our growth could slow. Although Atlantica does not purchase solar panels directly, higher cost solar panels could reduce our willingness to pursue renewable energy projects due to higher operating costs or lower revenues from off-take agreements.

We are exposed to political, social and macroeconomic risks relating to the United Kingdom's exit from the European Union.

On June 23, 2016, the electorate in the United Kingdom voted in favor of leaving the European Union (commonly referred to as "Brexit"), and the U.K. government invoked Article 50 of the Lisbon Treaty related to withdrawal on March 29, 2017. The withdrawal of the United Kingdom from the European Union was initially expected to take effect on March 29, 2019. Under Article 50, the Treaty on the European Union and the Treaty on the Functioning of the European Union cease to apply in the relevant state from the date of entry into force of a withdrawal agreement or, failing that, two years after the notification of intention to withdraw, although this period may be extended in certain circumstances. On March 14, 2019, the U.K. government sought permission from the EU to extend Article 50 and agree a later Brexit date. On January 31, 2020, the U.K. ceased to be part of the European Union and entered into a transition period to, among other things, negotiate an agreement with the EU on the future terms of the United Kingdom's relationship with the European Union. The transition period is currently expected to end on December 31, 2020. As of the date of this report, the United Kingdom and the European Union have not reached an agreement. Therefore, the impact of the United Kingdom's departure from, and future relationship with, the European Union are uncertain. There is the potential that the United Kingdom and the European Union may not agree to a withdrawal arrangement before the date the United Kingdom leaves the European Union. Regardless of the eventual timing or terms of the United Kingdom's exit from the EU, the result of the 2016 referendum continues to create significant political, regulatory and macroeconomic uncertainty.

There are a number of areas of uncertainty in connection with the future of the United Kingdom and its relationship with the EU. The negotiation of the United Kingdom's exit terms and related matters may take several years. Given this uncertainty and the range of possible outcomes, it is not currently possible to determine the impact that the United Kingdom's departure from the EU and/or any related matters may have on general economic conditions in the United Kingdom or the EU. The exit of the United Kingdom (or any other country) from the EU or prolonged periods of uncertainty relating to any of these possibilities could result in significant macroeconomic deterioration, including, but not limited to, further decreases in global stock exchange indices, increased foreign exchange volatility, decreased GDP in the European Union or other markets in which we operate, issues with cross-border trade, political and regulatory uncertainty and further sovereign credit downgrades. In addition, there could be changes to tax regulation affecting the repatriation of dividends from other countries, which may negatively affect us. Additionally, the impact of potential changes to the United Kingdom's migration policy could adversely impact our employees of non-U.K. nationality currently working in the United Kingdom as well as have an uncertain impact on cross-border labor. The potential loss of the EU "passport," or any other potential restrictions on free travel of UK citizens to Europe, and vice versa, could adversely impact the jobs market in general and our operations in Europe. Finally, Brexit is likely to lead to legal uncertainty in areas such as data protection, taxation, and potentially divergent national laws and regulations as the UK determines which EU laws to replace or replicate, including the General Data Protection Regulation. Any of these effects of Brexit, and others we cannot anticipate, could adversely affect our business, financial condition, results of operations and cash flows.

We have international operations and investments, including in emerging markets that could be subject to economic, social and political uncertainties.

We operate our activities in a range of international locations, including North America (Canada, the United States and Mexico), South America (Colombia, Peru, Chile and Uruguay), and EMEA (Spain, Algeria and South Africa), and we may expand our operations to certain core countries within these regions. Accordingly, we face a number of risks associated with operating and investing in different countries that may have a material adverse effect on our business, financial condition, results of operations and cash flows. These risks include, but are not limited to, adapting to the regulatory requirements of such countries, compliance with changes in laws and regulations applicable to foreign corporations, the uncertainty of judicial processes, and the absence, loss or non-renewal of favorable treaties, or similar agreements, with local authorities or political, social and economic instability, all of which can place disproportionate demands on our management, as well as significant demands on our operational and financial personnel and business. As a result, we can provide no assurance that our future international operations and investments will remain profitable.

A significant portion of our current and potential future operations and investments are conducted in various emerging countries worldwide. Our activities and investments in these countries involve a number of risks that are more prevalent than in developed markets, such as economic and governmental instability, the possibility of significant amendments to, or changes in, the application of governmental regulations, the nationalization and expropriation of private property, payment collection difficulties, social problems, substantial fluctuations in interest and exchange rates, changes in the tax framework or the unpredictability of enforcement of contractual provisions, currency control measures, limits on the repatriation of funds and other unfavorable interventions or restrictions imposed by public authorities. In countries such as Algeria or South Africa, a change in government can cause instability in the country and a new government may decide to change laws and regulations affecting our assets or may decide to expropriate such assets, all of which may have a material adverse effect on our business, financial condition, results of operations and cash flows.

For example, in Algeria, protests started in February 2019 after former president announced that he would run for a fifth term in office. Although the president stepped down several weeks later, demonstrations and protests have been ongoing and political instability remains. In addition, in Chile violent social protests started in October 2019. Several social measures were approved; however, the social crisis has not been resolved yet. Protests could have an adverse effect on our business, financial condition, results of operations and cash flows. In addition, potential social measures could also have an adverse effect in our business, for example, if the government decided to increase taxation on our assets.

Our U.S. dollar-denominated contracts in Algeria, Mexico, Chile and Peru are payable in local currency at the exchange rate of the payment date and in some cases include portions in local currency; our contract for Kaxu in South Africa is denominated and payable in South African rands. In the event of a rapid devaluation or implementation of exchange or currency controls, we may not be able to exchange the local currency for the agreed dollar amount, which could affect our cash available for distribution. Governments in Latin America and Africa frequently intervene in the economies of their respective countries and occasionally make significant changes in policy and regulations. Governmental actions in certain countries to control inflation and other policies and regulations have often involved, among other measures, price controls, currency devaluations, capital or exchange controls and limits on imports. Such devaluation, implementation of exchange or currency controls or governmental involvement may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Decreases in government budgets, reductions in government subsidies and adverse changes in law may adversely affect our business and growth plan.

Poor economic conditions have affected, and continue to affect, government budgets and threaten the continuation of government subsidies such as regulated revenues, cash grants, tax benefits and other similar subsidies that benefit our business, particularly with respect to renewable energy. Such economic conditions may also lead to changes in laws that may be adverse to us. Policies supporting the development of renewable energy have had a significant effect on the growth of investments in renewable energy and could change at any time. Government subsidies and incentives make the development of renewable projects more competitive by providing tax credits and accelerated depreciation for a portion of the development costs, decreasing the costs associated with developing such projects or creating demand for renewable energy assets through RPS programs. A loss or reduction in such incentives could decrease the attractiveness of renewable energy projects to project developers and the attractiveness of renewable energy to utilities, which could reduce our acquisition opportunities. Such a loss or reduction could also reduce our willingness to pursue renewable energy projects due to higher operating costs or lower revenues. The reduction or elimination of subsidies or incentives or adverse changes in law could have a material adverse effect on our business, financial condition, results of operations and cash flows, inclusive of our existing projects, and the lack of availability of new projects undertaken in reliance on the continuation of such subsidies could adversely affect our growth plan.

Our cash dividend policy may limit our ability to grow and make acquisitions through cash on hand.

Our dividend policy is to distribute a high percentage of our cash available for distribution, after corporate general and administrative expenses and cash interest payments and less reserves for the prudent conduct of our business, each quarter and to rely primarily upon external financing sources, including the issuance of debt and equity securities as well as borrowings under credit facilities to fund our acquisitions and potential growth capital expenditures. We intend to distribute as dividend a high portion of the cash available for distribution that we generate on an annual basis, although our board of directors could modify that payout target in the future. We may be precluded from pursuing otherwise attractive acquisitions if the projected short-term cash flow from the acquisition or investment is not adequate to service the capital raised to fund the acquisition or investment, after giving effect to our available cash reserves.

On account of our dividend policy, our growth may not be as fast as that of businesses that reinvest their available cash to expand ongoing operations. To the extent we issue additional equity securities in connection with any acquisitions or growth capital expenditures, the payment of dividends on these additional equity securities may increase the risk that we will be unable to maintain or increase our per share dividend. There are no limitations in our articles of association on our ability to issue equity securities, including preferred shares or other securities ranking senior to our shares. The issuance of additional debt securities and/or the incurrence of additional bank borrowings or other debt by us or by intermediate subsidiaries or by our project-level subsidiaries to finance our growth strategy could result in increased interest expense, increased debt repayment and the imposition of additional or more restrictive covenants, which, in turn, may impact the cash distributions we receive from our subsidiaries.

We may not be able to identify and reach agreements with new partners similar to the AAGES and Algonquin ROFO agreements.

We intend to enter into an agreement or agreements with new partners that own or develop renewable energy, electric transmission or water assets in the geographies in which we operate. Any such new partner would be a source of assets in addition to AAGES, Algonquin and Abengoa. We cannot be certain that we will be successful in identifying or reaching an agreement with new partners. We also cannot be certain that any agreement with a new partner will have terms similar to the AAGES ROFO Agreement and such terms may be less favorable to us. Even if we do reach an agreement with a new partner, it cannot be certain that we will be able to acquire additional assets from any such partner in the future.

If we are unable to identify and reach an agreement on favorable terms with new partners with suitable assets, or unable to consummate future acquisitions from any such sponsor, it may limit our ability to execute our growth strategy and may have a materially adverse effect on our business, financial condition, results of operation and cash flows.

We may not be able to arrange the required or desired financing for acquisitions.

Our ability to effectively consummate future acquisitions will also depend on our ability to arrange the required or desired financing for acquisitions or to refinance existing corporate debt. We may not have access to the capital markets to issue new equity or debt securities or sufficient availability under our credit facilities or have access to project level financing on commercially reasonable terms when acquisition opportunities arise. At times, our access to financing was curtailed by market conditions and other factors. In recent years, capital markets have been highly volatile, particularly in the United States and Europe. These adverse market conditions could prevent us from accessing the capital markets in a manner that would permit us to make an acquisition or refinance any corporate facility in a timely manner.

An inability to obtain the required or desired financing could significantly limit our ability to consummate future acquisitions and accomplish our growth strategy. If financing is available, utilization of our credit facilities, debt securities or project level financing for all or a portion of the purchase price of an acquisition, as applicable, could significantly increase our interest expense and debt repayment, impose additional or more restrictive covenants, and reduce cash available for distribution. Similarly, the issuance of additional equity securities as consideration for acquisitions could cause significant shareholder dilution and reduce our per share cash available for distribution if the acquisitions are not sufficiently accretive. If we are unable to obtain financing necessary for acquisitions, it will hamper our ability to execute our growth strategy and limit our ability to increase the amount of dividends paid to holders of our shares.

We may not be able to identify or consummate future acquisitions on favorable terms, or at all.

Our business strategy includes growth through the acquisition of additional revenue-generating assets. This strategy depends on our ability to successfully identify and evaluate acquisition opportunities and consummate acquisitions on favorable terms. However, the number of acquisition opportunities may be limited. We cannot be certain that AAGES, Algonquin or Abengoa will offer us assets under the ROFO agreements that fit within our portfolio of assets or contribute to our growth strategy. The Atacama project in Chile is currently owned by APW-1, an investment vehicle initially created by Abengoa as a joint venture with EIG and currently fully owned by EIG, an investment fund; although the Atacama project is subject to our ROFO agreement with APW-1, we cannot be certain that APW-1 will wish to sell the Atacama project at an attractive price or at all. See “Item 4.B—Business Overview—Our Business Strategy.”

Our ability to acquire future renewable energy projects or businesses depends on the viability of renewable energy projects generally. These projects currently are in many cases contingent on public policy mechanisms including, among others, ITCs, cash grants, loan guarantees, accelerated depreciation, expensing for certain capital expenditures, carbon trading plans, environmental tax credits and research and development incentives, as discussed in “Item 4.B—Regulation—Regulation in the United States—U.S. Federal Considerations for Renewable Energy Generation Facilities.” These mechanisms have been implemented at the U.S. federal and state levels and in certain other jurisdictions where our assets are located to support the development of renewable generation and other clean infrastructure technologies. The availability and continuation of public policy support mechanisms will drive a significant part of the economics and viability of our growth strategy and expansion into clean energy investments. See “—Government regulations providing incentives and subsidies for renewable energy could change at any time, including pursuant to the proposed environmental and tax policies of the current administration in the United States, and such changes may negatively impact our current business and our growth strategy.”

Our ability to consummate future acquisitions may also depend on our ability to obtain any required government or regulatory approvals for such acquisitions, including, but not limited to, the Federal Energy Regulatory Commission, or FERC, approval under Section 203 of the FPA in respect of acquisitions in the United States; or any other approvals in the countries in which we may purchase assets in the future. We may also be required to seek authorizations, waivers or notifications from debt and/or equity financing providers at the project or holding company level; local or regional agencies or bodies; and/or development agencies or institutions that may have a contractual right to authorize a proposed acquisition.

Furthermore, we will compete with other local and international companies for acquisition opportunities from third parties, which may increase our cost of making acquisitions or cause us to refrain from making acquisitions from third parties. Some of our competitors for acquisitions are much larger than us, with substantially greater resources. These companies may be able to pay more for acquisitions due to cost of capital advantages, potential synergies or other drivers, and may be able to identify, evaluate, bid for and purchase a greater number of assets than our financial or human resources permit. If we are unable to identify and consummate future acquisitions, it will impede our ability to execute our growth strategy and limit our ability to increase the amount of dividends paid to holders of our shares.

Our ability to consummate future acquisitions also depends on the availability of financing. See “—We may not be able to arrange the required or desired financing for acquisitions.”

Finally, demand for renewable energy may be affected by the cost of other energy sources, including nuclear, coal, natural gas and oil. For example, low natural gas prices have led, in some instances, to increased natural gas consumption in lieu of other energy sources. To the extent renewable energy becomes less cost-competitive, demand for renewable energy could decrease. Slow growth or a long-term reduction in the energy demand could cause a reduction in the development of renewable energy programs projects. Decreases in the prices of electricity could affect our ability to acquire assets, as renewable energy developers may not be able to compete with providers of other energy sources at such lower prices. Our inability to acquire assets could have a material adverse effect on our ability to execute our growth strategy.

In order to grow our business, we may acquire assets or businesses which have a higher risk profile or are less ESG-friendly than certain assets in our current portfolio.

In order to grow our business, we may acquire assets and businesses which may have a higher risk profile than certain of the assets we currently own. Competition to acquire contracted assets in operation has been high in recent years and is expected to continue being so. As a result, we have recently announced acquisitions with some exposure to development and construction risk. We may consider investing in assets which are not currently in operation and which are subject to development and construction risk. Construction of renewable assets, among others, is subject to risk of cost overruns and delays. There can be no assurances that assets under development and construction will perform as expected or that the returns will be as expected. In addition, we may consider acquiring business which are not contracted, including regulated businesses, which are subject to demand risk. We may also consider acquiring assets which are not contracted or not fully contracted, for which revenues will depend on the price of the electricity and which are subject to merchant risk. Furthermore, we may consider acquiring assets with revenues not denominated in US dollars or euros, which would increase our exposure to local currency and which could generate higher volatility in the cash flows we generate. In all these types of assets and businesses, the risk of not meeting the expected cash flow generation and expected returns is higher than in contracted assets. In addition, these type of assets and businesses could present a higher variability in the cash flows they generate. In addition, we may acquire assets which may be considered as less ESG-friendly than certain assets in our current portfolio by current and potential investors. For example, considering the competitive landscape for renewable assets in recent years, we may acquire additional natural gas assets. Although we have set a target to maintain at least 80% of our revenues generated by low carbon footprint assets, some investors with a focus on ESG may consider this target not sufficiently, which could cause us to become less attractive to investors.

As a result, the consummation of acquisitions may have a material adverse effect on our ability to grow, our business, financial condition, results of operations and cash flows.

We cannot guarantee the success of our recent and future acquisitions.

Acquisitions of companies and assets are subject to substantial risks, including the failure to identify material problems during due diligence (for which we may not be indemnified post-closing), the risk of over-paying for assets (or not making acquisitions on an accretive basis) and the ability to retain customers. Furthermore, the integration and consolidation of acquisitions requires substantial human, financial and other resources and, ultimately, our acquisitions may divert management’s attention from our existing business concerns, disrupt our ongoing business or not be successfully integrated at all. There can be no assurances that any future acquisitions will perform as expected or that the returns will be as expected. As a result, the consummation of acquisitions may have a material adverse effect on our ability to grow, our business, financial condition, results of operations and cash flows.

We may be unable to complete all, or any, such transactions that we may analyze. Even where we consummate acquisitions, we may be unable to achieve projected cash flows; recognize unexpected liabilities or costs; or encounter regulatory complications arising from such transactions. Furthermore, the terms and conditions of financing for such acquisitions or financial investments could restrict the manner in which we conduct our business. These risks could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We may not be able to close some of the acquisitions that we have recently announced. In some of these acquisitions, we have signed a share purchase agreement, but closing of the acquisition is subject to closing conditions and authorizations. For example, in the acquisition of PTS, we have acquired a 5% interest in the project and intend to increase our interest once the asset is in operation and we have obtained authorizations from third parties. In the acquisition of ATN Expansion 2, transfer of the concession agreement is pending authorization from the Ministry of Energy in Peru. If this authorization were not to be obtained within an eight-month period from signing, the transaction would be reversed with no penalties to Atlantica.

In addition, some of the transactions we have announced are acquisitions of assets under construction. Although our construction risk is limited, taking into account the nature of the assets and protection clauses in the share purchase agreements, there could be delays in construction and cost overruns not covered by the protection clauses in the relevant share purchase agreement, which may restrict us to get to the expected CAFD in the assets we are acquiring.

We may also make acquisitions or investments in assets that are located in different jurisdictions and are different from, and may be riskier than, those jurisdictions in which we currently operate (Canada, the United States, Mexico, Colombia, Peru, Chile, Uruguay, Spain, South Africa and Algeria). See “—We have international operations and investments, including in emerging markets that could be subject to economic, social and political uncertainties.” These changes may have a material adverse effect on our business, financial condition, results of operations and cash flows.

We are subject to extensive governmental regulation in a number of different jurisdictions, and our inability to comply with existing regulations or requirements or changes in applicable regulations or requirements may have a negative impact on our business, financial condition, results of operations and cash flows.

We are subject to extensive regulation of our business in the countries in which we operate. Such laws and regulations require licenses, permits and other approvals to be obtained in connection with the operations of our activities. This regulatory framework imposes significant actual, day-to-day compliance burdens, costs and risks on us. In particular, the power plants and transmission lines that we own are subject to strict international, national, state and local regulations relating to their operation and expansion (including, among other things, leasing and use of land, and corresponding building permits, landscape conservation, noise regulation, environmental protection and environmental permits and electric transmission and distribution network congestion regulations). Non-compliance with such regulations could result in reputational damage, the revocation of permits, sanctions, fines, criminal penalties or decrease in our ESG ratings. Compliance with regulatory requirements may result in substantial costs to our operations that may not be recovered. In addition, we cannot predict the timing or form of any future regulatory or law enforcement initiatives. Changes in existing energy, environmental and administrative laws and regulations may have a material adverse effect on our business, financial condition, results of operations and cash flows, including on our growth plan and investment strategy. Our business may also be affected by additional taxes imposed on our activities, reduction of regulated tariffs and other cuts or measures.

Further, similar changes in laws and regulations could increase the size and number of claims and damages asserted against us or subject us to enforcement actions, fines and even criminal penalties. In addition, changes in laws and regulations may, in certain cases, have retroactive effect and may cause the result of operations to be lower than expected. In particular, our activities in the energy sector are subject to regulations applicable to the economic regime of generation of electricity from renewable sources and to subsidies or public support in the benefit of our production of energy from renewable energy sources, which vary by jurisdiction, and are subject to modifications that may be more restrictive or unfavorable to us.

Our business is subject to stringent environmental regulation.

We are subject to significant environmental regulation, which, among other things, requires us to obtain and maintain regulatory licenses, permits and other approvals and comply with the requirements of such licenses, permits and other approvals and perform environmental impact studies on changes to projects. In addition, our assets need to comply with strict environmental regulation on air emissions, water usage and contaminating spills, among others. As a company with a focus on ESG and most of the business in renewable energy, environmental incidents can also significantly harm our reputation. There can be no assurance that:

- public opposition will not result in delays, modifications to or cancellation of any project or license;
- laws or regulations will not change or be interpreted in a manner that increases our costs of compliance and may have a material adverse effect on our business, financial condition, results of operations and cash flows, including preventing us from operating an asset if we are not in compliance; or
- governmental authorities will approve our environmental impact studies where required to implement proposed changes to operational projects.

We believe that we are currently in material compliance with all applicable regulations, including those governing the environment. In the past, we have experienced some environmental accidents and we have been found not to be in compliance with certain environmental regulations and have incurred fines and penalties associated with such violations which, to date, have not been material in amount. We can give no assurance, however, that we will continue to be in compliance or avoid material fines, penalties, sanctions and expenses associated with compliance issues in the future. Violation of such regulations may give rise to significant liability, including fines, damages, fees and expenses, and site closures. Generally, relevant governmental authorities are empowered to clean up and remediate releases of environmental damage and to charge the costs of such remediation and clean-up to the owners or occupiers of the property, the persons responsible for the release and environmental damage, the producer of the contaminant and other parties, or to direct the responsible parties to take such action. These governmental authorities may also impose a tax or other liens on the responsible parties to secure the parties’ reimbursement obligations.

Environmental regulation has changed rapidly in recent years, and it is possible that we will be subject to even more stringent environmental standards in the future, including in relation to climate change. We cannot predict the amounts of any increased capital expenditures or any increases in operating costs or other expenses that we may incur to comply with applicable environmental, or other regulatory, requirements, or whether these costs can be passed on to its concession contract counterparties through price increases. The costs of compliance as well as non-compliance may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Increases in the cost of energy and gas could increase our operating costs in some of our assets.

Some of our activities require some consumption of energy and gas, and we are vulnerable to material fluctuations in their prices. For example, our Spanish solar assets produce a small percentage of their electricity using natural gas. Although our energy and gas purchase contracts generally include indexing mechanisms, we cannot guarantee that these mechanisms will cover all of the additional costs generated by an increase in energy and gas prices, particularly for long-term contracts, and some of the contracts entered into by us do not include any indexing provisions. Significant increases in the cost of energy or gas, or shortages of the supply of energy and/or gas, may have a materially adverse effect on our business, financial condition, results of operations and cash flows.

Transactions with counterparties expose us to credit risk which we must effectively manage to mitigate the effect of counterparty default.

We are exposed to the credit risk profile of the counterparties to our long-term concession contracts, our suppliers and our financing providers. Although we actively manage this credit risk through diversification and other measures, our risk management strategy may not be successful in limiting our exposure to credit risk. Our inability to manage this exposure may have a material adverse effect on our business, financial condition, results of operations and cash flow. See “Risk Factors - Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate.”

We may be subject to increased finance expenses if we do not effectively manage our exposure to interest rate and foreign currency exchange rate risks.

We are exposed to various types of market risk in the normal course of business, including the impact of interest rate changes and foreign currency exchange rate fluctuations. Some of our indebtedness (including project-level indebtedness) bears interest at variable rates, generally linked to market benchmarks such as EURIBOR and U.S. LIBOR. Any increase in interest rates would increase our finance expenses relating to our variable rate indebtedness and increase the costs of refinancing our existing indebtedness and issuing new debt.

In addition, although most of our long-term contracts are denominated in, indexed or hedged to U.S. dollars, we conduct our business and incur certain costs in the local currency of the countries in which we operate. In addition, the revenues, costs and debt of our solar assets in Spain are denominated in euros. Since the beginning of 2017, we have maintained euro-denominated debt at the corporate level. Interest payments in euros and our euro denominated general and administrative expenses create a natural hedge for a portion of the distributions from Spanish assets. Our strategy is to hedge the exchange rate for the distributions from our Spanish assets after deducting euro-denominated interest payments and euro-denominated general and administrative expenses. Through currency options, we hedge on a rolling basis 100% of the net euro net exposure for the next 12 months and 75% of the net euro net exposure for the following 12 months. See “Item 5.A—Operating and Financial Review—Results of Operations—Factors Affecting our Results of Operations.”

As we continue expanding our business, an increasing percentage of our revenue and cost of sales may be denominated in currencies other than our reporting currency, the U.S. dollar. Under that scenario, we would become subject to increasing currency exchange risk, whereby changes in exchange rates between the U.S. dollar and the other currencies in which we do business could result in foreign exchange losses.

In addition, we seek to actively work with lending financial institutions to mitigate our interest rate risk exposure and to secure lower interest rates by entering into interest rate options and swaps. As a matter of policy, we seek to cover at least 70% of our outstanding long-term project debt interest rate risk. We estimate that approximately 91% of our total interest risk exposure was fixed or hedged as of December 31, 2019.

If our risk-management strategies are not successful in limiting our exposure to changes in interest rates and foreign currency exchange rates our business, financial condition, results of operations and cash flows maybe materially adversely affected.

Uncertainty relating to the LIBOR calculation process and potential phasing out of LIBOR in the future may adversely affect the value of any outstanding debt instruments.

National and international regulators and law enforcement agencies have conducted investigations into a number of rates or indices known as “reference rates.” Actions by such regulators and law enforcement agencies may result in changes to the manner in which certain reference rates are determined, their discontinuance, or the establishment of alternative reference rates. In particular, on July 27, 2017, the Chief Executive of the U.K. Financial Conduct Authority (the “FCA”), which regulates LIBOR, announced that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021. Such announcement indicates that the continuation of LIBOR on the current form cannot and will not be guaranteed after 2021. As a result, it appears highly likely that LIBOR will be discontinued or modified by 2021. On May 31, 2019, the Alternative Reference Rates Committee (“ARRC”) published their final recommendations for new guidelines for LIBOR securitizations, which has been well-received by the securities market. The ARRC proposed that the Secured Overnight Financing Rate (“SOFR”) is the rate that represents best practice as the alternative to USD-LIBOR for use in derivatives and other financial contracts that are currently indexed to USD-LIBOR. SOFR is a more generic measure than LIBOR and considers the cost of borrowing cash overnight, collateralized by U.S. Treasury securities. Whether or not SOFR will attain market traction as a LIBOR replacement tool remains in question. As such, the future of LIBOR at this time is uncertain. In preparation for the potential phase out of LIBOR starting in 2021, we may need to renegotiate our financial obligations and derivative instruments linked to LIBOR.

Given the inherent differences between LIBOR and SOFR or any other alternative benchmark rate that may be established, there are many uncertainties regarding a transition from LIBOR. At this time, it is not possible to predict the effect that these developments, any discontinuance, modification or other reforms to LIBOR or any other reference rate, or the establishment of alternative reference rates may have on LIBOR, other benchmarks, or LIBOR-based debt instruments. Uncertainty as to the nature of such potential discontinuance, modification, alternative reference rates or other reforms may materially adversely affect the trading market for securities linked to such benchmarks. Furthermore, the use of alternative reference rates, including SOFR, or other reforms could cause the interest rate calculated for the LIBOR-based debt instruments to be materially different than expected. As of December 31, 2019, total notional amount of debt referenced to LIBOR was approximately $847 million and total notional amount of derivatives hedging this debt, thus indexed to LIBOR as well was approximately $569 million.

Our competitive position could be adversely affected by changes in technology, prices, industry standards and other factors.

The markets in which our assets or projects operate change rapidly because of technological innovations and rapid price fluctuations, industry standards, product instructions, customer requirements and the economic environment. New technology or changes in industry and customer requirements may put pressure on the profitability of our existing projects by increasing the incentives of counterparties to our long-term contracts to seek new alternative projects or request higher service standards.

The performance of our assets under our concession contracts may be adversely affected by problems related to our reliance on third-party contractors and suppliers.

Our projects rely on the supply of services, equipment, including technologically complex equipment and software which we subcontract to Abengoa and other third-party suppliers in order to meet our contractual obligations under our contracted concessions. We rely on the equipment, design and technology of third parties to operate our assets. In circumstances where key components of our equipment, including but not limited to turbines, water pumps, heat exchangers, transformers or electrical generators fail because of design failures or faulty operation or for any other reason, we rely on third parties to continue operating our assets. Equipment may not last as long as expected and we may need to replace it earlier than planned. Damages to our equipment may not be covered by insurance in place. In some cases, the replacement of damaged equipment can take a long period of time, which can cause our plants to curtail or cease operations during such time, which could have a negative impact on our business, financial condition, results of operations and cash flows. We had significant interruptions in 2017 at Kaxu as a result of water pump failures and at Solana in 2017 as a result of transformer failures. In addition, Solana and Kaxu have experienced technical issues in the heat exchangers within their storage system. Repairs have been carried out in both assets. In Solana, in 2019 we completed the implementation of improvements in our heat exchangers as proposed by the equipment supplier and Abengoa in order to improve reliability, replaced one of the six heat exchangers and acquired an additional one as back-up. In addition, in the last quarter of 2017 and the first quarter of 2018, we had temporary unavailability at some of our plants due to technical inspections of the turbines that were requested by the supplier of the turbines. Furthermore, in Mojave certain improvements in one of our turbines carried out by General Electric in late 2018 resulted in technical difficulties in 2019, which has caused the plant to produce at reduced capacity in the second half of 2019. Similar interruptions could happen again at our plants due to failures in key equipment. Design failures, technical inspections by suppliers or the need to replace key equipment can require unexpected capital expenditures and/or outages in our plants, which may have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, the delivery of products or services which are not in compliance with the requirements of the subcontract, or the late supply of products and services, can cause us to be in default under our contracts with our concession counterparties. To the extent we are not able to transfer all of the risk or be fully indemnified by third-party contractors and suppliers, we may be subject to a claim by our customers as a result of a problem caused by a third party that could have a material adverse effect on our reputation, business, results of operations, financial condition and cash flows.

Supplier concentration may expose us to significant financial credit or performance risk.

We often rely on a single contracted supplier or a small number of suppliers for the provision of equipment, technology, fuel, transportation of fuel, and/or other services required for the operation of certain of our facilities. If any of these suppliers, including Abengoa and its subsidiaries, cannot perform under their operation and maintenance and other agreements with us, or satisfy their related warranty obligations, we will need to access the marketplace to provide or repair these products and services. There can be no assurance that the marketplace can provide these products and services as, when and where required. We may not be able to enter into replacement agreements on favorable terms or at all. If we are unable to enter into replacement agreements to provide for equipment, technology or fuel and other required services, we may be required to seek to purchase the related goods or services at market prices, exposing us to the risk of unavailability and market price volatility. We may also be required to make significant capital contributions to remove, replace or redesign equipment that cannot be supported or maintained by replacement suppliers, which may have a material adverse effect on our credit support terms, business, financial condition, results of operations, and cash flows.

The failure of any supplier or customer to fulfill its contractual obligations to us may have a material adverse effect on our business, financial condition, results of operations and cash flows. Consequently, the financial performance of our facilities is dependent on the credit quality of, and continued performance by, our suppliers and vendors.

We may have joint venture partners or other co-investors with whom we have material disagreements.

We have made and may continue to make equity investments in certain strategic assets managed by or together with third parties, including governmental entities and private entities. In certain cases, we may only have partial or joint control over a particular asset. We hold a minority stake in Honaine (Algeria), PTS and Monterrey (Mexico), Amherst (Canada) and Ten West Link (United States) and do not have control over the operation of these assets. In addition, we have partners in Seville PV, Solacor 1/2, Solaben 2/3, Skikda, Kaxu and Solana. Investments in assets over which we have no, partial or joint control are subject to the risk that the other shareholders of the assets, who may have different business or investment strategies than us or with whom we may have a disagreement or dispute, may have the ability to independently make or block business, financial or management decisions, such as appoint members of management, which may be crucial to the success of the project or our investment in the project, or otherwise implement initiatives which may be contrary to our interests. Additionally, the approval of other shareholders or partners may be required to sell, pledge, transfer, assign or otherwise convey our interest in such assets. Similarly, the approval of other shareholders or partners may be required to acquire AAGES’, Algonquin’s, Abengoa’s or third parties’ interests in potential acquisitions. Alternatively, other shareholders may have rights of first refusal or rights of first offer in the event of a proposed sale or transfer of our interests in such assets or in the event of our acquisition of an interest in new assets pursuant to the ROFO agreements or with third parties. These restrictions may limit the price or interest level for our interests in such assets, in the event we want to sell such interests.

Finally, our partners in existing or future projects, including tax equity investors, may be unable, or unwilling, to fulfill their obligations under the relevant shareholder agreements, may experience financial or other difficulties or might sell their position to third parties that we did not choose, which may adversely affect our investment in a particular joint venture or adversely affect us. In certain of our joint ventures, we may also be reliant on the particular expertise of our partners and, as a result, any failure to perform its obligations in a diligent manner could also adversely affect the joint venture. If any of the foregoing were to occur, our business, financial condition, results of operations and cash flows may be materially adversely affected.

Our failure to maintain safe work environments may expose us to significant financial losses, as well as civil and criminal liabilities.

The facilities we operate often put our employees and others, including those of our subcontractors, in close proximity with large pieces of mechanized equipment, moving vehicles, manufacturing or industrial processes, heat or liquids stored under pressure and highly regulated materials. On most projects and at most facilities, we, together with the operations and maintenance supplier, are responsible for safety and, accordingly, must implement safe practices and safety procedures, which are also applicable to on-site subcontractors. If we or the operations and maintenance supplier fail to design and implement such practices and procedures or if the practices and procedures are ineffective or if our operations and maintenance service providers or other suppliers do not follow them, our employees and others may become injured and our and others’ property may become damaged. Unsafe work sites also have the potential to increase employee turnover, increase the cost of a project to our customers or the operation of a facility, and raise our operating costs. Any of the foregoing could result in reputational damage and/or financial losses, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, our projects and the operation of our facilities can involve the handling of hazardous and other highly regulated materials, which, if improperly handled or disposed of, could subject us or our suppliers to civil and criminal liabilities. We are also subject to regulations dealing with occupational health and safety. Although we maintain divisions whose primary purpose is to ensure we implement effective health, safety and environmental work procedures throughout our organization, the failure to comply with such regulations could subject us to reputational damage and/or liability. In addition, we may incur liability based on allegations of illness or disease resulting from exposure of employees or other persons to hazardous materials that we handle or are present in our workplaces.

The operation and maintenance of most of our assets is labor intensive, and therefore work stoppages by employees could harm our business.

The operation and maintenance of most of our assets is labor intensive and our operators' employees and some of our employees in assets where we perform the operation and maintenance services are covered by collective bargaining agreements. A dispute with a union or employees represented by a union could result in production interruptions caused by work stoppages. In addition, we subcontract the operation and maintenance services in some of our assets. Abengoa is the operation and maintenance supplier in most of the assets for which we subcontract operation and maintenance services and Abengoa's financial situation could cause a higher risk of dispute with their employees. If our operators' employees were to initiate a work stoppage, they may not be able to reach an agreement with them as fast as in the case where we were negotiation with our own employees. Further, outbreaks of pandemic diseases, such as COVID-19, or the fear of such events, could provoke responses, including government-imposed travel restrictions, which may limit our employees' access to our facilities. If a strike or work stoppage or disruption were to occur, our business, financial conditions, results of operations and cash flows may be materially adversely affected.

We may be subject to litigation and other legal proceedings.

We are subject to the risk of legal claims and proceedings (including bankruptcy), requests for arbitration as well as regulatory enforcement actions in the ordinary course of our business and otherwise, including claims against our subsidiaries related to Abengoa or our subsidiaries not meeting their obligations. See "Item 4.B—Business Overview—Legal Proceedings." The results of legal and regulatory proceedings cannot be predicted with certainty. We cannot guarantee that the results of current or future legal or regulatory proceedings or actions will not materially harm our operations, business, financial condition or results of operations, nor can we guarantee that we will not incur losses in connection with current or future legal or regulatory proceedings or actions that exceed any provisions we may have set aside in respect of such proceedings or actions or that exceed any available insurance coverage, which may have a material adverse effect on our business, financial condition, results of operations and cash flows. See "Item 4.B—Business Overview—Legal Proceedings."

We are subject to reputational risk, and our reputation is closely related to that of Algonquin and Abengoa.

We rely on our reputation to do business, obtain financing, hire and retain employees and attract investors, one or more of which could be adversely affected if our reputation were damaged. Harm to our reputation could arise from real or perceived faulty or obsolete technology, failure to comply with legal and regulatory requirements, difficulties in meeting contractual obligations or standards of quality and service, ethical issues, money laundering and insolvency, among others.

Algonquin is currently our largest shareholder. Our reputation is affected by Algonquin's reputation. If the public image or reputation of Algonquin were to be damaged as a result of adverse publicity, poor financial or operating performance, changes in financial condition, decline in the price of its shares or otherwise, we could be adversely affected, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, our reputation remains affected by Abengoa's reputation, given Abengoa was until 2018 our largest shareholder and is currently our largest supplier. The public image and reputation of Abengoa has suffered as a result of its financial condition and its restructuring process. We have been adversely affected due to our relationship with Abengoa. Any further developments with respect to Abengoa's financial condition or operating performance or any failure by Abengoa to satisfactorily resolve the proceedings could further harm our reputation, which could have an adverse effect on our business, financial condition, results of operations and cash flows. See "—Risks Related to Our Relationship with Algonquin and Abengoa."

The loss of one or more of our executive officers or key employees may adversely affect our ability to effectively manage our projects.

We depend on our experienced management team and the loss of one or more key executives may negatively affect our business. We also depend on our ability to retain and motivate key employees and attract qualified new employees. We may not be able to replace departing members of our management team or key employees. Integrating new executives into our management team and training new employees with no prior experience in our industry could prove disruptive to our projects, require a disproportionate amount of resources and management attention and ultimately prove unsuccessful. An inability to attract and retain sufficient technical and managerial personnel could limit our ability to effectively manage our projects, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We use information technology and communications systems to run our business, the failure of which could significantly impact our operations and business.

We are dependent upon information technology systems to run our operations. Our information technology systems are subject to disruption, damage or failure from a variety of sources, including, without limitation, computer viruses, security breaches, cyber-attacks, phishing attacks, natural disasters and design defects. Recently, energy facilities worldwide have been experiencing an increased number of cyber-attacks. Cybersecurity incidents, in particular, are constantly evolving and include malicious software, attempts to gain unauthorized access to data and other electronic security breaches that could lead to disruptions in systems, unauthorized release of confidential or otherwise protected information and to the corruption of data. Various measures have been implemented to minimize our risks related to information technology systems and network disruptions. However, given the unpredictability of the timing, nature and scope of information technology disruptions, we could potentially be subject to production downtimes, operational delays, the compromising of confidential or otherwise protected information, destruction or corruption of data, security breaches, other manipulation or improper use of our systems and networks or financial losses from remedial actions, any of which could have a material adverse effect on our competitive position, financial condition, results of operations or cash flows.

We maintain global information technology and communication networks and applications to support our business activities. Information technology security processes may not prevent future malicious actions, denial-of-service attacks, or fraud, resulting in corruption of operating systems, theft of commercially sensitive data, misappropriation of funds and businesses (also known as phishing) and operational disruption. Material system breaches and failures could result in significant interruptions that could in turn affect our operating results and reputation.

Negative impacts on biodiversity, including harming of protected species or other environmental hazards can result in curtailment of power plant operations, monetary fines and negative publicity.

Managing and operating large infrastructure assets may have a negative impact on biodiversity in the regions where we operate. In particular, the operation of wind and solar power plants can adversely affect endangered, threatened or otherwise protected animal species. Wind power plants involve a risk that protected species will be harmed, as the turbine blades travel at a high rate of speed and may strike flying animals (such as birds or bats) that happen to travel into the path of spinning blades. Solar power plants can also present a risk to animals.

Excessive killing of protected species or other environmental accidents or hazards could result in requirements to implement mitigation strategies, including curtailment of operations, and/or substantial monetary fines and negative publicity. We cannot guarantee that any curtailment of operations, monetary fines that are levied or negative publicity as a result of incidental killing of protected species and other environmental hazards will not have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our international operations require us to comply with anti-corruption and other laws and regulations of the United States government and various non-U.S. jurisdictions.

Doing business in multiple countries requires us and our subsidiaries to comply with the laws and regulations of the United States government and various non-U.S. jurisdictions. Our failure to comply with these rules and regulations may expose us to liabilities. These laws and regulations may apply to us, our subsidiaries, individual directors, officers, employees and agents, and may restrict our operations, trade practices, investment decisions and partnering activities.

In particular, our non-U.S. operations are subject to United States and foreign anti-corruption laws and regulations, such as the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), and similar laws and regulations. The FCPA prohibits United States companies and their officers, directors, employees and agents acting on their behalf from corruptly offering, promising, authorizing or providing anything of value to foreign officials for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. The FCPA also requires companies to make and keep books, records and accounts that accurately and fairly reflect transactions and dispositions of assets and to maintain a system of adequate internal accounting controls. As part of our business, we deal with state-owned business enterprises, the employees and representatives of which may be considered foreign officials for purposes of the FCPA. As a result, business dealings between our employees and any such foreign official could expose us to the risk of violating anti-corruption laws even if such business practices may be customary or are not otherwise prohibited between the us and a private third party. Violations of these legal requirements are punishable by criminal fines and imprisonment, civil penalties, disgorgement of profits, injunctions, debarment from government contracts as well as other remedial measures.

We have established policies and procedures designed to assist us and our personnel in complying with applicable United States and non-U.S. laws and regulations; however, we cannot assure you that these policies and procedures will completely eliminate the risk of a violation of these legal requirements, and any such violation (inadvertent or otherwise) could have a material adverse effect on our business, financial condition, results of operations and cash flows.

The seasonality of our operations may affect our liquidity.

We will need to maintain sufficient financial liquidity at the asset level to absorb the impact of seasonal variations in energy production or other significant events. In our assets, the principal source of liquidity is cash generated from our operating activities and the principal use of liquidity consists of project debt service. Our quarterly results of operations may fluctuate significantly for various reasons, mostly related to weather patterns.

For instance, the amount of electricity and revenues generated by our solar generation facilities is dependent in part on the amount of solar radiation. The electricity produced and revenues generated by a wind power plant depend heavily on wind conditions, which are variable and difficult to predict. Operating results for wind power plants vary significantly from period to period depending on the wind conditions during the periods in question. We expect our portfolio of renewable energy facilities to generate the lowest amount of electricity during the first and fourth quarters.

The seasonality of our energy production may create increased demand on our working capital reserves during periods where cash generated from operating activities is lower, which could result in lower distributions from assets to the holding company level, in which event our financial condition may be materially adversely affected.

If we are deemed to be an investment company, we may be required to institute burdensome compliance requirements and our activities may be restricted, which may make it difficult for us to complete strategic acquisitions or effect combinations.

If we were deemed to be an investment company under the Investment Company Act of 1940 (the “Investment Company Act”) our business would be subject to applicable restrictions under the Investment Company Act, which could make it impractical for us to continue our business as contemplated. We believe our company is not an investment company under Section 3(b)(1) of the Investment Company Act because we are primarily engaged in a noninvestment company business, and we intend to conduct our operations so that we will not be deemed an investment company. However, if we were to be deemed an investment company, restrictions imposed by the Investment Company Act, including limitations on our capital structure and our ability to transact with affiliates, could make it impractical for us to continue our business as contemplated.

Risks Related to Our Assets

The concession agreements or power purchase agreements under which we conduct some of our operations are subject to revocation or termination.

Certain of our operations are conducted pursuant to contracts and concessions granted by various governmental bodies and others are pursuant to power purchase agreements signed with governmental entities and private clients. Generally, these contracts and concessions give us rights to provide services for a limited period of time, subject to various governmental regulations. The governmental bodies or private clients responsible for regulating and monitoring these services often have broad powers to monitor our compliance with the applicable concession and power purchase contracts and can require us to supply them with technical, administrative and financial information. Among other obligations, we may be required to comply with operating targets and efficiency and safety standards established in the concession. Such commitments and standards may be amended in certain cases by the governmental bodies. Our failure to comply with the concession agreements and power purchase agreements or other regulatory requirements may result in contracts and concessions being revoked, not being granted, upheld or renewed in our favor, or, if granted, upheld or renewed, may not be done on as favorable terms as currently applicable. This could have a material adverse effect on our business, financial condition, results of operations and cash flows.

In some of the markets in which we are present, or in which we may own assets in the future, political instability, economic crisis or social unrest may give rise to a change in policies regarding long-term contracted assets with private companies, like us, in strategic sectors such as power generation, electric transmission or water. Any such changes could lead to modifications of the economic terms of our concession contracts or, in extreme scenarios, the nationalization of our assets, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Revenues in our solar assets in Spain are mainly defined by regulation and some of the parameters defining the remuneration are subject to review every six years. Revenues in Chile TL3 are also mainly defined by regulation.

In 2013, the Spanish government modified regulations applicable to renewable energy assets, including solar power. According to Royal Decree 413/2014, solar electricity producers in Spain received: (i) the pool price for the power they produce and (ii) a payment based on the standard investment cost for each type of plant (without any relation whatsoever to the amount of power they generate). This payment based on investment (in €/MW of installed capacity) is supplemented, in the case of solar plants, by an "operating payment" (in €/MWh produced).

The principle driving this economic regime is that the payments received by a renewable energy producer should be equivalent to the costs that they are unable to recover on the electricity pool market where they compete with non-renewable technologies. This economic regime seeks to allow a "well-run and efficient enterprise" to recover the costs of building and running a plant, plus a reasonable return on investment (project investment rate of return). The rate applicable during the first regulatory period was 7.398%. Until December 31, 2019, this reasonable return was calculated as the average yield on Spanish government 10-year bonds on the secondary market in a 24-month period preceding the new regulatory period, plus a spread depending on the government's decision based on (i) appropriate profit for this specific type of renewable electricity generation and electricity generation as a whole, considering the financial condition of the Spanish electricity system and Spanish prevailing economic conditions; and (ii) borrowing costs for electricity generation companies using renewable energy sources with regulated payment systems, which are efficient and well run, within Europe.

Payment criteria are based on prevailing economic conditions in Spain, demand for electricity and reasonable profits for electricity generation activities and can be revised every six years at the end of each regulatory period. The first regulatory period commenced on July 14, 2013, the date on which Royal Decree-law 9/2013 came into force and ended on December 31, 2019. The values of parameters used to calculate the payments can be changed at the end of each regulatory period, except for a plant's useful life and the value of a plant's initial investment.

On July 27, 2018, CNMC (the regulator for the electricity system in Spain) issued a draft proposal for the calculation of the reasonable rate of return for the regulatory period 2020-2025. On November 2, 2018, CNMC issued its final report with a proposed reasonable rate of return of 7.09%. In December 2018 the government issued a draft project law proposing a reasonable rate of return of 7.09%, with the possibility of maintaining the 7.398% reasonable rate of return under certain circumstances. On November 24, 2019, the Spanish government approved Royal Decree-law 17/2019 setting out a 7.09% rate of reasonable return applicable from January 1, 2020 until December 31, 2025 as a general rule and the possibility, under certain circumstances including not having any ongoing legal proceeding against the Kingdom of Spain ongoing, of maintaining the 7.398% reasonable rate of return for two consecutive regulatory periods. The reasonable return is no longer calculated by reference to the Spanish government 10-year bonds but by reference to the weighted average cost of capital (WACC). The WACC is the calculation method that most of the European regulators apply in most of the cases to determine the return rates applicable to regulated activities within the energy sector. As a result, some of the assets in our Spanish portfolio are receiving a remuneration based on a 7.09% reasonable rate of return until December 31, 2025 while others are receiving a remuneration based on a 7.398% reasonable rate of return until December 31, 2031. We estimate the impact of this change to be approximately € 3 million per year reduction in our cash available for distribution.

If the payments for renewable energy plants are revised to lower amounts in the next regulatory period starting on January 1, 2026 until December 31, 2031 or starting on January 1, 2032, depending on each asset, this could have a material adverse effect on our business, financial condition, results of operations and cash flows. As a reference, assuming our Spanish assets continue to perform as expected and assuming no additional changes of circumstances, with the information currently available, Atlantica estimates that a reduction of 100 basis points in the reasonable rate of return on investment set by the Spanish government could cause a reduction in its cash available for distribution of approximately €18 million per year. This estimate is subject to certain assumptions, which may change in the future.

Revenue from our contracted assets and concessions is significantly dependent on regulated tariffs or other long-term fixed rate arrangements that restrict our ability to increase revenue from these operations.

The revenue that we generate from our contracted assets and concessions is significantly dependent on regulated tariffs or other long-term fixed rate arrangements. Under most of our concession agreements, a tariff structure is established upon execution of such agreements, and we have limited or no possibility to independently raise tariffs beyond the established rates and indexation or adjustment mechanisms. Similarly, under a long-term PPA, we are required to deliver power at a fixed rate for the contract period or to maintain our asset available for a fixed rate, in some cases with predefined escalation rights. In addition, we may be unable to adjust our tariffs or rates as a result of fluctuations in prices of raw materials, exchange rates, labor and subcontractor costs during the operating phase of these projects, or any other variations in the conditions of specific jurisdictions in which our concession-type infrastructure projects are located, which may reduce our profitability. Moreover, in some cases, if we fail to comply with certain pre-established conditions, the government or customer (as applicable) may reduce the tariffs or rates payable to us. In addition, during the life of a concession, the relevant government authority may in some cases unilaterally impose additional restrictions on our tariff rates, subject to the regulatory frameworks applicable in each jurisdiction. In some cases, governments may also postpone annual tariff increases until a new tariff structure is approved without compensating us for lost revenue. Furthermore, changes in laws and regulations may, in certain cases, have retroactive effect and expose us to additional compliance costs or interfere with our existing financial and business planning.

Revenue from our renewable energy and efficient natural gas facilities is partially exposed to market electricity prices.

Revenue and operating costs from certain of our existing or future projects depend to some extent on market prices for sale of electricity. Market prices may be volatile and are affected by various factors, including the cost of raw materials, user demand, and if applicable, the price of greenhouse gas emission rights. In several of the jurisdictions in which we operate, we are exposed to remuneration schemes which contain both regulated incentive and market price components. In such jurisdictions, the regulated incentive component may not compensate for fluctuations in the market price component, and, consequently, total remuneration may be volatile. There can be no assurance that market prices will remain at levels which enable us to maintain profit margins and desired rates of return on investment. A decline in market prices below anticipated levels could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our renewable energy projects will be negatively affected if there are adverse changes to national and international laws and policies that support renewable energy sources.

Certain countries, such as the United States, a market that is one of our principal markets, have in recent years enacted policies of active support for renewable energy. These policies have included feed-in tariffs and renewable energy purchase obligations, mandatory quotas and/or portfolio standards imposed on utilities and certain tax incentives (such as ITCs in the United States).

Certain policies currently in place may expire, be suspended or be phased out over time, cease upon exhaustion of the allocated funding or be subject to cancellation or non-renewal, particularly if the cost of renewable energy exceeds the cost of generation of energy from other means. Accordingly, we cannot guarantee that such government support will be maintained in full, in part or at all.

If the governments and regulatory authorities in the jurisdictions in which we operate or plan to operate were to further decrease or abandon their support for development of renewable energy due to, for example, competing funding priorities, political considerations or a desire to favor other energy sources, renewable or otherwise, the assets we plan to acquire in the future could become less profitable or cease to be economically viable. Such an outcome could have a material adverse effect on our ability to execute our growth strategy.

Lack of electric transmission capacity availability, potential upgrade costs to the electric transmission grid, and other systems constraints could significantly impact our ability to generate electricity power sales.

We depend on electric interconnection and transmission facilities owned and operated by others to deliver the wholesale power we sell from our electric generation assets to our customers. A failure or delay in the operation or development of these interconnection or transmission facilities or a significant increase in the cost of the development of such facilities could result in the loss of revenues. Such failures or delays could limit the amount of power our operating facilities deliver or delay the completion of our construction projects, as the case may be. Additionally, such failures, delays or increased costs may have a material adverse effect on our business, financial condition, results of operations and cash flows. If a region's electric transmission infrastructure is inadequate, our ability to generate electricity may be limited. If restrictive transmission price regulation is imposed, the transmission companies may not have a sufficient incentive to invest in expansion of transmission infrastructure. We cannot predict whether interconnection and transmission facilities will be expanded in specific markets to accommodate competitive access to those markets. Certain of our operating facilities' generation of electricity may be curtailed without compensation due to transmission limitations or limitations on the electricity grid's ability to accommodate intermittent electricity generating sources, reducing our revenues and impairing our ability to fully capitalize on a particular facility's generating potential. Such curtailments may have a material adverse effect on our business, financial condition, results of operations and cash flows.

We do not own all of the land on which our renewable energy, efficient natural gas or electric transmission assets are located, which could result in disruption to our operations.

We do not own all of the land on which our power generation or electric transmission assets are located, and we are, therefore, subject to the possibility of less desirable terms and increased costs to retain necessary land use if we do not have valid leases or rights-of-way or if such rights-of-way lapse or terminate or if the owners of the land enter into bankruptcy protection or seek to terminate contracts in some other way. Although we have obtained rights to construct and operate these assets pursuant to related lease arrangements, our rights to conduct those activities are subject to certain exceptions, including the term of the lease arrangement. Our loss of these rights, through our inability to renew right-of-way contracts or otherwise, may adversely affect our ability to operate our power generation and electric transmission assets and may therefore have a material adverse effect on our business, financial condition, results of operation and cash flow.

Certain of our facilities may not perform as expected.

Our expectations regarding the operating performance of certain assets in our portfolio, particularly Solana and Kaxu, assets recently acquired and assets for which acquisition has recently been announced, are based on assumptions, estimates and past experience, and without the benefit of a substantial operating history. Our projections regarding our ability to generate cash available for distribution assumes facilities perform in accordance to our expectations. However, the ability of these facilities to meet our performance expectations is subject to the risks inherent in power generation facilities and the construction of such facilities, including, but not limited to, degradation of equipment in excess of our expectations, system failures and outages. The failure of these facilities to perform as we expect may have a material adverse effect on our business, financial condition, results of operations and cash flows.

In the case of Solana, we have a partnership with Liberty Interactive Corporation, or Liberty, pursuant to which Liberty agreed to invest $300 million in the parent company of the project entity, in exchange for the right to receive a large part of taxable losses and distributions until such time when Liberty reaches a certain rate of return, or the flip date. Given the underperformance of the asset in the last years, we cannot assure the Flip Date will occur or when it will occur. We expect potential cash distributions from Solana to go mostly or entirely to Liberty in the upcoming years. If the Flip Date never occurs or if there is a delay longer than currently anticipated, this will adversely affect the cash flows expected from that project. We signed an option to acquire, until April 30, 2020, Liberty's equity interest in Solana for approximately $300 million.

Our business may be adversely affected by an increased number of extreme weather events related to climate change.

Climate change is causing an increasing number of severe and extreme weather events which are a risk to our facilities, including days of extremely high temperatures, severe winds and rains, hurricanes, droughts, fires, cyclones, hail and floods, among others. Other risks include:

- Rising temperatures are also increasing the frequency and intensity of droughts and risk of fire. For example, in California, the size and ferocity of fires has increased significantly in the past 20 years, which have also been very hot and dry years. California wildfires have been especially catastrophic, causing human fatalities and significant material losses. Our transmission lines, including transmission lines and substations which are part of our solar assets, could cause fires, which can create significant liabilities if the fire damaged third parties.

- Severe floods could damage our plants, especially our transmission lines or our generation assets. If an unexpected flood runs close to an existing transmission tower it could cause the fall of one or more transmission towers. Similarly, floods can damage the solar field in our solar plants.

- Severe winds could cause damage in the solar fields in our solar assets. In 2016, the solar field of Solana was damaged by a wind micro-burst and similar events could happen in the future in our assets.

- Severe droughts could result in water restrictions or in a deterioration of water properties. Droughts may affect the cooling capacity of our power projects. A deterioration of the quality of the water would have an impact on chemical costs in our water treatment plants within our generation capabilities.

- Changes in temperature extremes could also affect to feed water process temperature in desalination plants, causing an increase of the chemical products consumption and generating a risk of growth of algae and mollusks within the facilities.

- Storms with intense lightning activity could damage our plants, especially our wind assets. Our wind farms in Uruguay have already experienced some damages in the past and our assets could be affected again.

Furthermore, components of our system, such as structures, mirrors, absorber tubes, blades, PV panels or transformers are susceptible to being damaged by severe weather, including for example hail. In addition, replacement and spare parts for key components may be difficult or costly to acquire or may be unavailable and may have long lead times.

If any of these events were to occur at any of our plants, facilities or electric transmission lines, we may not be able to carry out our business activities at that location or such operations could be significantly reduced. Any of these circumstances could result in lost revenue at these sites during the period of disruption and costly remediation, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our business may be adversely affected by rising mean temperatures caused by climate change.

In addition, to the physical risks previously mentioned, rising temperatures could cause an increase in our operation and maintenance costs. Rising temperatures are associated to the reduction of the cycle efficiency of our turbines. A temperature rise would also be associated to a reduction of efficiency in solar photovoltaic modules. Modules efficiency is reduced above a certain temperature threshold. When the temperature of the solar panel increases, its output current slightly increases while the voltage output is reduced linearly therefore panel power decreases. A mean temperature rise would also have an impact in our wind facilities. Wind energy component is dependent on the air density among other factors. Our desalination plants could also be affected by a temperature increase that would imply higher consumption of chemicals used for operational purposes. This could cause a material adverse effect in our business, financial condition, results of operations and cash flows.

Our business may be adversely affected by catastrophes, natural disasters, unexpected geological or other physical conditions, or criminal or terrorist acts at one or more of our plants, facilities and electric transmission lines.

If one or more of our plants, facilities or electric transmission lines were to be subject in the future to fire, flood, extreme weather conditions (including severe wind), earthquakes or other natural disaster, adverse weather conditions, drought, terrorism, power loss or other catastrophe, or if unexpected geological or other adverse physical conditions (including earthquakes) were to occur at any of our plants, facilities or electric transmission lines, we may not be able to carry out our business activities at that location or such operations could be significantly reduced. Any of these circumstances could result in lost revenue at these sites during the period of disruption and costly remediation, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, it is possible that our sites and assets could be affected by criminal or terrorist acts. There are also certain risks for which we may not be able to acquire adequate insurance coverage, including earthquakes. Any such events could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our insurance may be insufficient to cover relevant risks or the cost of our insurance may increase.

We cannot guarantee that our insurance coverage is, or will be, sufficient to cover all of the possible losses we may face in the future. Our property damage and business interruption policies have exclusions with respect to some equipment which, if damaged, could result in financial losses and business interruptions. Some of our project finance arrangements include conditions regarding coverage that we could need to modify. If we were to incur a serious uninsured loss or a loss that significantly exceeded the coverage limits established in our insurance policies or we were not able to modify coverage conditions, this could have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, our insurance policies are subject to review by our counterparties. We may not be able to renew our insurance policies in the terms required by our power purchase agreements and project financing agreements, which could require a waiver from those parties. If insurance premiums were to increase in the future, if certain types of insurance coverage were to become unavailable or there was an increase in deductibles for damages and/or loss of production, it could have a material adverse effect on our ability to comply with our obligations to off-takers and lenders in our project finance agreements. In addition, we might not be able to maintain insurance coverage comparable to those that are currently in effect at comparable cost, or at all. If we were unable to pass any increase in insurance premiums on to our customers, such additional costs could have a material adverse effect on our business, financial condition, results of operations and cash flows.

The generation of electric energy from renewable energy sources depends heavily on suitable meteorological conditions, and if solar or wind conditions are unfavorable, our electricity generation, and therefore revenue from our renewable energy generation facilities using our systems, may be substantially below our expectations.

The electricity produced, and revenues generated by a renewable energy generation facility are highly dependent on suitable solar or wind conditions, as applicable, and associated weather conditions, which are beyond our control.

Unfavorable weather and atmospheric conditions could impair the effectiveness of our assets or reduce their output beneath their rated capacity or require shutdown of key equipment, hampering operation of our renewable assets and our ability to achieve forecasted revenues and cash flows. As climate change increases the frequency and severity of severe weather conditions and may have the long-term effect of changing meteorological conditions at our project sites, such situations may increase in frequency and/or severity.

We base our investment decisions with respect to each renewable generation facility on the findings of related wind and solar studies conducted on-site by third parties prior to construction or based on historical conditions at existing facilities. However, actual climatic conditions at a facility site, particularly wind conditions, which are sometimes severe, may not conform to the findings of these studies and therefore, our solar and wind energy facilities may not meet anticipated production levels or the rated capacity of its generation assets, which may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Disruption of the fuel supplies necessary to generate power at our efficient natural gas generation facilities may increase costs or result in disruptions in production.

Delivery of fossil fuels to fuel our efficient natural gas and some solar power generation facilities is dependent upon the infrastructure, including natural gas pipelines, available to serve each such generation facility, as well as upon the continuing financial viability of contractual counterparties. As a result, we are subject to the risks of disruptions or curtailments in the production of power at these generation facilities if a counterparty fails to perform or if there is a disruption in the relevant fuel delivery infrastructure. Increased costs and disruptions in production may have a material adverse effect in our business, financial condition, results of operations and cash flows.

Maintenance, expansion and refurbishment of electric generation and other facilities involve significant risks that could result in unplanned power outages or reduced output or availability.

The facilities in our portfolio may require periodic upgrading and improvement in the future. Any unexpected operational or mechanical failure, including failure associated with breakdowns and forced outages, could reduce the performance and availability of our facilities below expected levels, reducing our revenues. Degradation of the performance of our solar facilities above levels provided for in the related off-take agreements may also reduce its revenues. Unanticipated capital expenditures associated with maintaining, upgrading or repairing our facilities may also reduce profitability.

If we make any major modifications to our efficient natural gas or renewable power generation facilities or electric transmission lines, we may be required to comply with more stringent environmental regulations, which would likely result in substantial additional capital expenditures. We may also choose to repower, refurbish or upgrade our facilities based on our assessment that such activity will provide adequate financial returns. Such facilities require time for development and capital expenditures before commencement of commercial operations, and key assumptions underpinning a decision to make such an investment may prove incorrect, including assumptions regarding construction costs, timing, available financing and future fuel and power prices. This may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Risks Related to Our Relationship with Algonquin and Abengoa

Algonquin is our largest shareholder and exercises substantial influence over us.

Currently, Algonquin beneficially owns 44.2% of our ordinary shares and is entitled to vote approximately 41.5% of our ordinary shares. As a result of this ownership, Algonquin has substantial influence on our affairs and their ownership interest and voting power constitute a significant percentage of the shares eligible to vote on any matter requiring the approval of our shareholders. Such matters include the election of directors, the adoption of amendments to our articles of association and approval of mergers or sale of all or a high percentage of our assets. This concentration of ownership may also have the effect of discouraging others from making tender offers for our shares. There can be no assurance that the interests of Algonquin will coincide with the interests of the purchasers of our shares or that Algonquin will act in a manner that is in our best interests. If Algonquin sells its shares to a single shareholder, that new shareholder could continue to exercise substantial influence and could seek to influence or change our strategy or corporate governance or could take effective control of us. In addition, we did not have a prior relationship with Algonquin and we have limited knowledge and visibility of their operations and plans.

Our ownership structure and certain service agreements may create significant conflicts of interest that may be resolved in a manner that is not in our best interests.

Our ownership structure involves a number of relationships that may give rise to certain conflicts of interest between us, Algonquin, and the rest of our shareholders. Currently, two of our directors are affiliated with Algonquin.

Currently, AAGES and Algonquin are related parties and may have interests that differ from our interests, including with respect to the types of acquisitions made, the timing and amount of dividends paid by us, the reinvestment of returns generated by our operations, the use of leverage when making acquisitions and the appointment of outside advisors and service providers. Any transaction between us and AAGES or Algonquin (including the acquisition of any ROFO assets or any co-investment with AAGES or Algonquin or any investment on an Algonquin asset) is subject to our related party transaction policy, which requires prior approval of such transaction by a majority of the non-conflicted directors, typically our independent directors. The existence of our related party transaction approval policy may not insulate us from derivative claims related to related party transactions and the conflicts of interest described in this risk factor. Regardless of the merits of such claims, we may be required to spend significant management time and financial resources in the defense thereof. Additionally, to the extent we fail to appropriately deal with any such conflicts, it could negatively impact our reputation and ability to raise additional funds and the willingness of counterparties to do business with us, all of which may have a material adverse effect on our business, financial condition, results of operations and cash flows.

If Abengoa defaults on certain of its debt obligations, we could potentially be in default of certain of our project financing agreements.

The project financing arrangement of Kaxu contains cross-default provisions related to Abengoa such that debt defaults by Abengoa, subject to certain threshold amounts and/or a restructuring process, could trigger a default under the Kaxu project financing arrangement. In March 2017, Atlantica obtained a waiver in its Kaxu project financing arrangement which waives any potential cross-defaults with Abengoa up to that date, but it does not cover potential future cross-default events.

Abengoa has been undergoing a debt restructuring process and may default on its debt again in the future. If Abengoa defaults on its debt, there is no guarantee that we will be able to obtain additional cross-default waivers under the Kaxu project financing. Without a waiver, we would be in default of our obligations under the Kaxu project financing. A cross-default scenario, if not cured or waived, may entitle lenders to demand repayment or enforce on their security interests, which may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Abengoa's financial condition could affect its ability to satisfy its obligations with us under different agreements, including (i) operation and maintenance agreements and, (ii) the Tenes share purchase agreement, as well as indemnities and other contracts in place.

We have current and future collection rights with certain subsidiaries of Abengoa. Moreover, Abengoa has a number of obligations and indemnities which have resulted or could result in additional liability obligations to us or to our assets. Inability of Abengoa to pay their obligations when due would have a negative impact on our current or future cash position.

A deterioration in the financial position of Abengoa and of certain of its subsidiaries may result in a material adverse effect on certain of our operation and maintenance agreements. Abengoa and its subsidiaries provide operation and maintenance services for many of our assets. We cannot guarantee that Abengoa and/or its subcontractors will be able to continue performing with the same level of service and under the same terms and conditions, and at the same prices. For instance, although we have separated our IT systems from Abengoa's, we still rely on some of Abengoa's operational IT systems and communications systems in some of our assets. If Abengoa faces a deterioration in its financial position, it may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Because we have long-term operation and maintenance agreements with Abengoa for many of our assets, if Abengoa cannot continue performing current services at the same prices, we may need to renegotiate contracts and pay higher prices or change the scope of the contracts. This could also cause us to change suppliers or to pay higher prices or change the level of services. This may have a material adverse effect on our business, financial condition, results of operations and cash flows. A deterioration in the financial position of Abengoa may also result in a material adverse effect on Abengoa's and its subsidiaries' obligations, warranties and guarantees, indemnities or any other agreement. In addition, Abengoa represented that further to the accession to the restructuring agreement, we would not be a guarantor of any obligation of Abengoa with respect to third parties and agreed to indemnify us for any penalty claimed by third parties resulting from any breach in such representations.

In January 2019, we entered into an agreement with Abengoa under the Abengoa ROFO Agreement for the acquisition of Befesa Agua Tenés, S.L.U., a holding company which owns a 51% stake of Tenes, a water desalination plant in Algeria. The price agreed for the equity value was $24.5 million, of which $19.9 million were paid in January 2019 as an advanced payment. Closing of the acquisition was subject to conditions precedent, including approval by the Algerian administration. Such conditions precedent were not fulfilled as of September 30, 2019. Therefore, in accordance with the terms of the share purchase agreement the advanced payment was converted into a secured loan to be reimbursed by Befesa Agua Tenes, together with 12% per annum interest, through a full cash-sweep of all the dividends generated to be received from the asset. These dividends would be guaranteed by a right of usufruct over the economic rights and certain political rights and a pledge over the shares of Befesa Agua Tenes, granted by Abengoa to the Company. The share purchase agreement requires that the repayment occurs no later than September 30, 2031. In October 2019 the Company received a first payment of $7.8 million through the cash sweep mechanism. If Abengoa was not able to reimburse the advanced payment, this may have an adverse effect on our results of operations and cash flows.

Furthermore, pursuant to different agreeements, Abengoa has certain amounts payable to us and has provided guarantees and indemnities covering for example potential tax liabilities for assets acquired from Abengoa. If as a result of its financial situation Abengoa did not comply with these obligations, this could have a material adverse effect on our business, financial situation, results of operations and cash flows.

There may be unanticipated consequences of further restructurings by Abengoa or ongoing bankruptcy proceedings by Abengoa's subsidiaries that we have not yet identified. There are uncertainties as to how any further bankruptcy proceedings would be resolved and how our relationship with Abengoa would be affected following the initiation or resolution of any such proceedings.

We may not be able to consummate future acquisitions from AAGES, Algonquin or Abengoa.

Our ability to grow through acquisitions depends, in part, on AAGES', Algonquin's and Abengoa's ability to present us with acquisition opportunities. AAGES, Algonquin or Abengoa may have financial and resource constraints limiting or eliminating their ability to continue building the contracted assets which are currently under construction and may have financial and resource constraints limiting or eliminating their ability to develop and build new contracted assets. Abengoa has undergone a restructuring process in recent years. In addition, AAGES, Algonquin or Abengoa may sell assets under development and, in the case of Abengoa, under construction, before they reach their commercial operation date. In addition, some of the assets subject to the ROFO Agreements may not be attractive enough to us for different reasons. For example, in the case of A3T, a cogeneration asset in Mexico, Abengoa signed PPAs with payments to be made in local currency, which may make our acquisition of this asset less likely. In addition, the Atacama project in Chile is currently owned by APW-1, an investment vehicle initially created by Abengoa as a joint venture with EIG and currently fully owned by EIG, an investment fund; although the Atacama project is subject to our ROFO agreement with APW-1, we cannot be certain that APW-1 will wish to sell the Atacama project at an attractive price or at all. Furthermore, there may be circumstances out of our control which limit our ability to acquire the rest of the assets in the Abengoa portfolio which are subject to the Abengoa ROFO Agreement.

AAGES and Algonquin may not offer us assets at all or may not offer us assets that fit within our portfolio or contribute to our growth strategy. Only certain assets outside the United States and Canada are included in the Algonquin ROFO Agreement. Furthermore, Algonquin can terminate its ROFO agreement with us with a 180-day notice.

Additionally, we may not reach an agreement on the price of assets offered by AAGES, Algonquin or Abengoa. For these reasons, we may not be able to consummate future acquisitions from AAGES, Algonquin or Abengoa which may restrict our ability to grow. Furthermore, we may not be able to renew the Abengoa ROFO Agreement. The Abengoa ROFO Agreement had an initial term of five years and has been extended until July 2022. We will be able to unilaterally extend the term of the Abengoa ROFO Agreement as many times as desired for an additional three-year period, provided that we have executed at least one acquisition in the previous two years after having been offered at least four projects.

All the above could limit our ability to grow, which may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Abengoa may be forced to initiate a bankruptcy filing under the Spanish Insolvency Act and, as a result, it may be subject to insolvency claw-back actions in which transactions may be set aside.

Under the Spanish Insolvency Act, the transactions a company has entered into during the two years prior to the opening of insolvency proceedings can be set aside, irrespective of whether there was intent to defraud, if those transactions are considered materially damaging to the insolvency estate. Material damage is assessed on the basis of the circumstances at the time the transaction was carried out, without the benefit of hindsight and without considering subsequent events or occurrences, including events in relation to insolvency proceedings or the request to set-aside the transaction. Though we could be considered a "connected person" for purposes of Spanish bankruptcy proceedings (which triggers a presumption of damage), transactions we have entered into with Abengoa in the previous two years before it may be declared insolvent (if such action were to take place) would not automatically be set aside. The court would consider if the transactions were detrimental to Abengoa on the terms on which they were made and the suitability of the transactions at the time they were entered into, if the transaction followed market standards and prices, had real economic value and if a transaction was carried out on the same conditions as it would have been by independent parties.

In practice, transactions that are subject to claw-back with respect to companies in the same group relate to: (a) unjustified payments or advances from the insolvent company to another group company, (b) transfers of assets or rights by the insolvent company to another group company at below market value, (c) payment-in-kind arrangements in which the property another group company receives in payment is higher in value than the debt owed to it, and (d) security provided by the insolvent company for another group company's obligations. This determination will be a question of fact before a Spanish court if Abengoa initiates a bankruptcy filing in Spain, however if any of the transactions entered into between us and Abengoa, including those related to drop-downs assets, were declared invalid by a Spanish court, unless it is determined we acted in bad faith, such transaction would be unwound and we would receive back the cash paid, which may have a material adverse effect on our business, financial condition, results of operations and cash flows.

The outcome of any bankruptcy proceedings that may be initiated by Abengoa would be difficult to predict given that Abengoa is incorporated in Spain and has assets and operations in several countries around the world. In the event of any bankruptcy or similar proceeding involving Abengoa or any of its subsidiaries, bankruptcy laws other than those of Spain could apply. The rights of Abengoa's creditors may be subject to the laws of a number of jurisdictions and such multi-jurisdictional proceedings are typically complex and often result in substantial uncertainty. In addition, the bankruptcy and other laws of such jurisdictions may be materially different from, or in conflict with, one another. If Abengoa is subject to U.S. bankruptcy law, bankruptcy courts in the United States may seek to assert jurisdiction over all of its assets, wherever located, including property situated in other countries.

A bankruptcy filing by Abengoa may permanently affect Abengoa's operations. We cannot predict how any bankruptcy proceeding would be resolved or how our relationship with Abengoa will be affected following the initiation of any such proceedings or after the resolution of any such proceedings. Any bankruptcy proceedings initiated by Abengoa may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Risks Related to Our Indebtedness

Our indebtedness could expose us to the risk of increased interest rates and limit our ability to react to changes in the economy or our industry. It could also adversely affect our ability to raise additional capital to fund our operations or pay dividends.

As of December 31, 2019, we had (i) $4,852.3 million of total indebtedness under various project-level debt arrangements and (ii) $723.8 million of total indebtedness under our corporate arrangements, which include the Note Issuance Facility 2019, the three tranches of the €275 million Note Issuance Facility 2017 maturing in 2022, 2023, and 2024, and drawdowns under the Revolving Credit Facility. In addition, we may incur in the future additional project-level debt and corporate debt.

Our substantial debt could have important negative consequences on our business financial condition, results of operation and cash flows including:

- increasing our vulnerability to general economic and industry conditions;
- requiring a substantial portion of our cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to pay dividends to holders of our shares or to use our cash flow to fund our operations, capital expenditures and future business opportunities;
- limiting our ability to enter into long-term power sales, fuel purchases and swaps which require credit support;
- limiting our ability to fund operations or future acquisitions;

- restricting our ability to make certain distributions with respect to our shares and the ability of our subsidiaries to make certain distributions to us, in light of restricted payment and other financial covenants in our credit facilities and other financing agreements;

- exposing us to the risk of increased interest rates because a portion of some of our borrowings (below 10% as of December 31, 2019 after giving effect to hedging agreements) are at variable rates of interest;

- limiting our ability to obtain additional financing for working capital, including collateral postings, capital expenditures, debt service requirements, acquisitions and general corporate or other purposes; and

- limiting our ability to adjust to changing market conditions and placing us at a competitive disadvantage compared to our competitors who have less debt.

The operating and financial restrictions and covenants in the Revolving Credit Facility, the Note Issuance Facility 2017 and the Note Issuance Facility 2019 may adversely affect our ability to finance our future operations or capital needs, to engage in other business activities that may be in our interest and to execute our business strategy as we intend to do so. Each contains covenants that limit certain of our, the guarantors' and other subsidiaries' activities. In February 2020 we have priced our secured 2020 Green Private Placement that we expect to close in April 2020. We expect to use the proceeds of the 2020 Green Private Placement to refinance and cancel in full the Note Issuance Facility 2017. The note purchase agreement to be entered into under the 2020 Green Private Placement will also contain financial restrictions and covenants which, if closed, may also limit certain of our the guarantors' and other subsidiaries' activities. If we breach any of these covenants, a default may result, which, if not cured or waived, could result in the acceleration of our debt. See "Item 5.B—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Financing Arrangements—Revolving Credit Facility."

Our inability to satisfy certain financial covenants may prevent cash distributions by the particular project(s) to us and, our failure to comply with those and other covenants could result in an event of default which, if not cured or waived, may entitle the related noteholders or lenders, as applicable to demand repayment or to enforce their security interests, which may have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, failure to comply with such covenants, including covenants under the Revolving Credit Facility, the Note Issuance Facility 2017, the Note Issuance Facility 2019 and, if closed, the 2020 Green Private Placement may entitle the related noteholders or lenders, as applicable, to demand repayment and accelerate all such indebtedness. If our project-level subsidiaries are unable to make distributions, it would likely have a material adverse effect on our ability to pay dividends to holders of our shares.

Letter of credit facilities or bank guarantees to support project-level contractual obligations generally need to be renewed, at which time we will need to satisfy applicable financial ratios and covenants. If we are unable to renew the letters of credit as expected or replace them with letters of credit under different facilities on favorable terms or at all, we may experience a material adverse effect on our business, financial condition, results of operations and cash flows. Furthermore, such inability may constitute a default under certain project-level financing arrangements, restrict the ability of the project-level subsidiary to make distributions to us and/or reduce the amount of cash available at such subsidiary to make distributions to us.

We may not be able to refinance our existing indebtedness.

Our ability to arrange financing, either at corporate level or at a project-level, and the costs of such capital, are dependent on numerous factors, including:

- general economic and capital market conditions;

- credit availability from banks and other financial institutions;

- investor confidence in us and our partner Algonquin, our largest shareholder;

- our financial performance and the financial performance of our subsidiaries;

- our level of indebtedness and compliance with covenants in debt agreements;

- maintenance of acceptable project and corporate credit ratings or credit quality;

- cash flow; and

- provisions of tax and securities laws that may impact raising capital.

We may not be successful in obtaining additional capital for these or other reasons. Furthermore, we may be unable to refinance or replace project-level financing arrangements or other credit facilities on favorable terms or at all upon the expiration or termination thereof. Our failure, or the failure of any of our projects, to obtain additional capital or enter into new or replacement financing arrangements when due may constitute a default under such existing indebtedness in case we are not able to repay such indebtedness and may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Potential future defaults by our subsidiaries, our off-takers, our suppliers, Abengoa or other persons could adversely affect us.

The financing agreements of our project subsidiaries are primarily loan agreements and related documents which, except as noted below, require the loans to be repaid solely from the revenue of the project being financed thereby, and provide that the repayment of the loans (and interest thereon) is secured solely by the shares, physical assets, contracts and cash flow of that project company. This type of financing is usually referred to herein as “project debt.” As of December 31, 2019, we had $4,852.3 million of outstanding indebtedness under various project-level debt arrangements.

While the lenders under our project debt do not have direct recourse to us or our subsidiaries (other than the letter of credit and bank guarantee facilities)), defaults by the project borrowers under such financings can still have important consequences for us and our subsidiaries, including, without limitation:

- reducing our receipt of dividends, fees, interest payments, loans and other sources of cash, since the project company will typically be prohibited from distributing cash to us and our subsidiaries until the event of default is cured or waived;
- default under our other debt instruments;
- causing us to record a loss in the event the lender forecloses on the assets of the project company; and
- the loss or impairment of investors’ and project finance lenders’ confidence in us.

If we fail to satisfy any of our debt service obligations or breach any related financial or operating covenants, the applicable lender could declare the full amount of the relevant project debt to be immediately due and payable and could foreclose on any assets pledged as collateral.

In addition, the financing arrangement of Kaxu contained cross-default provisions related to Abengoa, such that debt defaults by Abengoa, subject to certain threshold amounts and/or a restructuring process, could trigger defaults under such project financing arrangement. In March 2017, the Company signed a waiver which gives clearance to cross-defaults that might have arisen from Abengoa insolvency and restructuring up to that date, but does not extend to potential future cross-default events.

Under the Revolving Credit Facility, the 2020 Green Private Placement (which is expected to be funded on or about April 1, 2020 and replace our Note Issuance Facility 2017) and the Note Issuance Facility 2019, a payment default with respect to indebtedness having an aggregate principal amount of $100 million (or the greater of $40.0 million and 1.5% of consolidated total assets with respect to the Note Issuance Facility 2019) or more by one or more of our non-recourse subsidiaries representing more than 25% of the cash available for distribution distributed in the previous four fiscal quarters could trigger a default under such Revolving Credit Facility and/or the Note Issuance Facility 2019, as the case may be. In addition, our Note Issuance Facility 2017 (which is expected to be replaced by the 2020 Green Private Placement) includes a cross-default provision related to a payment default by one or more of our non-recourse subsidiaries representing more than 20% of the cash available for distribution distributed in the previous four fiscal quarters could trigger a default, provided that these subsidiaries have an indebtedness higher than $100 million in the case of non-recourse subsidiaries or more than $75 million in the case of subsidiaries other than non-recourse subsidiaries.

Any of these events may have a material adverse effect on our business, financial condition, results of operations and cash flows.

A change of control or a delisting of our shares may have negative implications for us.

If any investor acquires more than 50.0% of our shares or if our ordinary shares cease to be listed in NASDAQ or a similar stock exchange, we may be required to refinance all or part of our corporate debt or obtain waivers from the related noteholders or lenders, as applicable, due to the fact that all of our corporate financing agreements contain customary change of control provisions and delisting restrictions . If we fail to obtain such waivers and the related noteholders or lenders, as applicable, elect to accelerate the relevant corporate debt, we may not be able to repay or refinance such debt (on favorable terms or at all), which may have a material adverse effect on our business, financial condition results of operations and cash flows. Additionally, in the event of a change of control we could see an increase in the yearly state property tax payment in Mojave, which would be reassessed by the tax authority at the time the change of control potentially occurred. Our best estimate with current information available and subject to further analysis is that we could have an incremental annual payment of property tax of approximately $12 million to $14 million, which could potentially decrease progressively over time as the asset depreciates. Additionally, an ownership change under section 382 could be triggered and could have a significant negative impact on our tax positions in the U.S.

Risks Related to Ownership of Our Shares

We may not be able to pay a specific or increasing level of cash dividends to holders of our shares in the future.

The amount of our cash available for distribution principally depends upon the amount of cash we generate from our operations, which will fluctuate from quarter to quarter based on, among other things:

- the level of our operating and general and administrative expenses;
- seasonal variations in revenues generated by the business;
- operational performance of our assets;
- potential capital expenditure requirements in our assets in the case there were technical problems not covered by the EPC contractor guarantee or by insurance;
- our debt service requirements and other liabilities;
- fluctuations in our working capital needs;
- fluctuations in foreign exchange rates;
- our ability to borrow funds;
- restrictions contained in our debt agreements (including our project-level financing);
- changes in our revenues due to delays in collections from our off-takers, legal disputes regarding contact terms or adjustments contemplated in existing regulation or changes in regulation or taxes in the countries in which we operate;
- potential restrictions on payment of dividends arising from the bankruptcy of PG&E;
- potential restrictions on payment of dividends arising from cross-default provisions with Abengoa in our Kaxu project financing agreements; and
- other business risks affecting our cash levels.

As a result of all these factors, we cannot guarantee that we will have sufficient cash generated from operations to pay a specific or increasing level of cash dividends to holders of our shares. Furthermore, holders of our shares should be aware that the amount of cash available for distribution depends primarily on our cash flow, and is not solely a function of profitability, which is affected by non-cash items. We may incur other expenses or liabilities during a period that could significantly reduce or eliminate our cash available for distribution and, in turn, impair our ability to pay dividends to shareholders during the period. Because we are a holding company, our ability to pay dividends on our shares is limited by restrictions or limitations on the ability of our subsidiaries to pay dividends or make other distributions, such as pursuant to shareholder loans, capital reductions or other means, to us, including restrictions under the terms of the agreements governing project-level financing, the Revolving Credit Facility, the Note Issuance Facility 2017, the Note Issuance Facility 2019, the 2020 Green Private Placement (if and when closed) or legal, regulatory or other restrictions or limitations applicable in the various jurisdictions in which we operate, such as exchange controls or similar matters or corporate law limitations, any of which could change from time to time and thereby limit our subsidiaries' ability to pay dividends or make other distributions to us. Our project-level financing agreements generally prohibit distributions to us unless certain specific conditions are met, including the satisfaction of financial ratios.

In 2016, our board of directors decided not to pay a dividend with respect to the first quarter, and declared a reduced dividend in the following quarters, based on the fact that certain of our assets contained cross default provisions and change of ownership provisions with Abengoa. In 2017 and 2018, with the receipt of most waivers, we progressively increased our dividends. However, we cannot assure you that our board of directors will not take similar measures in upcoming periods.

Our cash available for distribution will likely fluctuate from quarter to quarter, in some cases significantly, due to seasonality. See "Item 4.B—Business Overview—Seasonality." As result, we may reduce the amount of cash we distribute in a particular quarter to establish reserves to fund distributions to shareholders in future periods for which the cash distributions we would otherwise receive from our subsidiary project companies would otherwise be insufficient to pay our quarterly dividend. If we fail to establish sufficient reserves, we may not be able to maintain our quarterly dividend with a respect to a quarter adversely affected by seasonality.

Dividends to holders of our shares will be paid at the discretion of our board of directors. Our board of directors may decrease the level of or entirely discontinue payment of dividends. Our board of directors may change our dividend policy at any point in time or modify the dividend for specific quarters following prevailing conditions. For a description of additional restrictions and factors that may affect our ability to pay cash dividends, please see “Item 8.A—Consolidated Statements and Other Financial Information—Dividend Policy.”

We are a holding company and our only material assets are our interests in our subsidiaries, upon whom we are dependent for distributions to pay dividends, taxes and other expenses.

We are a holding company whose sole material assets consist of our interests in our subsidiaries. We do not have any independent means of generating revenue. We intend to cause our operating subsidiaries to make distributions to us in an amount sufficient to cover our corporate debt service, corporate general and administrative expenses, all applicable taxes payable and dividends, if any, declared by us. To the extent that we need funds for a quarterly cash dividend to holders of our shares or otherwise, and one or more of our operating subsidiaries is restricted from making such distributions under the terms of its financing or other agreements or applicable law and regulations or is otherwise unable to provide such funds, it could materially adversely affect our liquidity and financial condition and limit our ability to pay dividends to shareholders.

We have a limited operating history and as a result there is no assurance we can operate on a profitable basis.

We have a limited operating history on which to base an evaluation of our business and prospects. Our prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies in their early stages of operation. We cannot assure you that we will be successful in addressing the risks we may encounter, and our failure to do so could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Market interest rates may have an effect on the value of our shares.

One of the factors that will influence the price of our shares will be the effective dividend yield of our shares (i.e., the yield as a percentage of the then-market price of our shares) relative to market interest rates. A continued increase in market interest rates, which are still at low levels compared to historical rates, may lead prospective purchasers of our shares to expect a higher dividend yield. Lower stock price of our shares might make our dividend per share growth more difficult, since acquisitions financed with equity could be less accretive or not accretive. Our inability to increase our dividend as a result of an increase in borrowing costs, insufficient cash available for distribution or otherwise could result in selling pressure on, and a decrease in, the market price of our shares as investors seek alternative investments with higher yield.

Market volatility may affect the price of our shares and the value of your investment.

The market for securities issued by issuers such as us is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other countries. There can be no assurance that events in the United States, Latin America, Europe, Africa or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the shares or that economic and market conditions will not have any other adverse effect. Fluctuations in interest rates may give rise to arbitrage opportunities based upon changes in the relative value of the shares. Any trading by arbitrageurs hedge funds could, in turn, affect the trading price of the shares. In the past there has been correlation between the price of our shares, the price of oil and the price of shares of master limited partnerships, or MLPs, and a decline in the price of oil or MLP shares could cause a decline in the price of our shares. The price of our shares can also be affected by our peers’ share price. Securities markets in general may experience extreme volatility that is unrelated to the operating performance of particular companies. Any broad market fluctuations may adversely affect the trading of our shares.

In addition, the market price of our shares may fluctuate in the event of negative developments at Algonquin, termination of the AAGES, Algonquin or Abengoa ROFO Agreements, failure by us to close co-investments or drop-downs from Algonquin, if Algonquin communicated lower interest in co-investments with us or a change in their strategy regarding our partnership, additions or departures of our key personnel, changes in market valuations of similar companies, Algonquin or Abengoa and/or speculation in the press or investment community regarding us, Algonquin or Abengoa.

There can be no assurance that our exploration of strategic alternatives will result in any transaction being consummated, and speculation and uncertainty regarding the outcome of our exploration of strategic alternatives may adversely impact our business.

Our board of directors has formed a Special Committee with the purpose of evaluating a wide range of strategic alternatives available to us to optimize our value and to improve returns to shareholders. There can be no assurance that this process will result in the pursuit or consummation of any strategic transaction or that there will be a formal cessation of the process.

In addition, this process involves the dedication of significant resources and the incurrence of significant costs and expenses. Certain strategic alternatives for us may require shareholder approval. In addition, speculation and uncertainty regarding our exploration of strategic alternatives may cause or result in the disruption of our business; diversion of significant resources of our management and staff difficulty in recruiting, hiring, motivating and retaining talented and skilled personnel; difficulty in maintaining or negotiating and consummating new, business or strategic relationships or transactions; disruption of our relationships with customers, business partners and service providers; inability to respond effectively to competitive pressures, industry developments and future opportunities; and increased share price volatility.

If we are unable to mitigate these or other potential risks related to the uncertainty caused by our exploration of strategic alternatives, it may disrupt our business or adversely impact our financial condition, results of operations and cash flows.

Furthermore, even if this process results in the pursuit of any proposed strategic transaction, there is no assurance that such strategic transaction will be consummated. We may be unable to obtain any regulatory or third-party approvals or consents (including any applicable approvals or consents related to our projects) that may be required to complete such strategic transaction, and we may be unable to satisfy other closing conditions for such strategic transaction, in the anticipated timeframe or at all. Any condition, to the extent imposed, for obtaining any necessary approvals or consents could delay the completion of such strategic transaction for a significant period of time or prevent it from occurring at all. Our failure to complete such strategic transaction could materially adversely affect our business and prospects.

***You may experience dilution of your ownership interest due to the future issuance of additional shares*.**

In order to finance our business and in order to finance the growth of our business through future acquisitions, we may require additional funds from additional equity or debt financings, including tax equity financing transactions or sales of preferred shares or other classes of shares or convertible debt or convertible equity issued by a subsidiary. We may need to issue equity to complete future acquisitions, expansions and capital expenditures. We may also need to issue equity for other reasons, including paying the general and administrative costs of our business or our corporate debt. In the future, we may issue our previously authorized and unissued securities, resulting in the dilution of the ownership interests of purchasers of our shares . The potential issuance of additional shares or preferred stock or convertible debt may create downward pressure on the trading price of our shares. We may also issue additional shares or other securities that are convertible into or exercisable for our shares in future public offerings or private placements for capital-raising purposes or for other business purposes, potentially at an offering price, conversion price or exercise price that is below the offering price for our shares in any of our previous offering.

***If securities or industry analysts do not publish or cease to publish research or reports about us, our business or our market, or if they change their recommendations regarding our shares adversely, the price and trading volume of our shares could decline*.**

The trading market for our shares will be influenced by the research and reports that industry or securities analysts may publish about us, Algonquin, our business, our market or our competitors. If any of the analysts who may cover us change their recommendations regarding our shares adversely, or provide more favorable relative recommendations about our competitors, the price of our shares would likely decline. The fact that the size of the yieldco sector may be reducing may cause a decrease in interest from industry analysts in us. In addition, increased regulation, especially in Europe is also causing a decrease in coverage in small and mid-capitalization companies. If any analyst who may cover us were to cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the price or trading volume of our shares to decline.

Future sales of our shares by Algonquin or its lenders or by other substantial shareholders may cause the price of our shares to fall.

The market price of our shares could decline as a result of future sales by Algonquin of its shares in the market, or the perception that these sales could occur. Algonquin is the beneficial owner of approximately 44.2% of our ordinary shares. On November 28, 2018, AAGES obtained a secured credit facility in the amount of $306,500,000. The AAGES secured credit facility is collateralized through a pledge of the Atlantica shares held by AY Holdings. A collateral shortfall would occur if the net obligation as defined in the agreement would equal or exceed 50% of the market value of the Atlantica shares in which case the AAGES Credit Facility lenders would have the right to sell Atlantica shares to eliminate the collateral shortfall.

If AAGES defaulted on any of these financing arrangements, its lenders may foreclose on the shares and sell the shares in the market. Future sales of substantial amounts of the shares and/or equity-related securities in the public market, or the perception that such sales could occur, could adversely affect prevailing trading prices of the shares and could impair our ability to raise capital through future offerings of equity or equity-related securities. The price of the shares could be depressed by investors' anticipation of the potential sale in the market of substantial additional amounts of shares. Disposals of shares could increase the number of shares being offered for sale in the market and depress the trading price of our shares.

As a "foreign private issuer" in the United States, we are exempt from certain rules under the U.S. securities laws and are permitted to file less information with the SEC than U.S. companies.

As a "foreign private issuer," we are exempt from certain rules under the Exchange Act that impose certain disclosure obligations and procedural requirements for proxy solicitations under Section 14 of the Exchange Act. In addition, our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and the rules under the Exchange Act with respect to their purchases and sales of our shares. Moreover, we are not required to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. In addition, we are not required to comply with Regulation FD, which restricts the selective disclosure of material information.

If we were to lose our "foreign private issuer" status, we would no longer be exempt from certain provisions of the U.S. securities laws we would be required to commence reporting on forms required of U.S. companies, and we could incur increased compliance and other costs, among other consequences.

Judgments of U.S. courts may not be enforceable against us.

Judgments of U.S. courts, including those predicated on the civil liability provisions of the federal securities laws of the United States, may not be enforceable in courts in the United Kingdom or other countries in which we operate. As a result, our shareholders who obtain a judgment against us in the United States may not be able to require us to pay the amount of the judgment.

There are limitations on enforceability of civil liabilities under U.S. federal securities laws.

We are incorporated under the laws of England and Wales. Most of our officers and directors reside outside of the United States. In addition, a portion of our assets and the majority of the assets of our directors and officers are located outside the United States. As a result, it may be difficult or impossible to serve legal process on persons located outside the United States and to force them to appear in a U.S. court. It may also be difficult or impossible to enforce a judgment of a U.S. court against persons outside the United States, or to enforce a judgment of a foreign court against such persons in the United States. We believe that there may be doubt as to the enforceability against persons in England and Wales and in Spain, whether in original actions or in actions for the enforcement of judgments of U.S. courts, of civil liabilities predicated solely upon the laws of the United States, including its federal securities laws. Because we are a foreign private issuer, our directors and officers will not be subject to rules under the Exchange Act that under certain circumstances would require directors and officers to forfeit to us any "short-swing" profits realized from purchases and sales, as determined under the Exchange Act and the rules thereunder, of our equity securities. In addition, punitive damages in actions brought in the United States or elsewhere may be unenforceable in England and Wales and in Spain.

Shareholders in certain jurisdictions may not be able to exercise their pre-emptive rights if we increase our share capital.

Under our articles of association, holders of our shares generally have the right to subscribe and pay for a sufficient number of our shares to maintain their relative ownership percentages prior to the issuance of any new shares in exchange for cash consideration. Holders of shares in certain jurisdictions may not be able to exercise their pre-emptive rights unless securities laws have been complied with in such jurisdictions with respect to such rights and the related shares, or an exemption from the requirements of the securities laws of these jurisdictions is available. To the extent that such shareholders are not able to exercise their pre-emptive rights, the pre-emptive rights would lapse, and the proportional interests of such holders would be reduced.

In addition, under the Shareholders Agreement, AAGES or Algonquin or both of them may subscribe to capital increases in cash for (i) up to 100.0% of our ordinary shares if the purpose of the issuance is to fund our acquisition of assets under the AAGES or Algonquin ROFO Agreement; and (ii) up to 66.0% of our ordinary shares if the purpose of the issuance is to fund our acquisition of assets under the Abengoa ROFO Agreement. If we issue ordinary shares for any other purpose, AAGES or Algonquin may subscribe in cash for our ordinary shares in a pro rata amount of such AAGES' or Algonquin's aggregate holding of voting rights in us. The Shareholders Agreement may be terminated or modified in the future.

The rights of our shareholders may differ from the rights typically offered to shareholders of a U.S. corporation organized in Delaware.

We are incorporated under English law. The rights of holders of our shares are governed by English law, including the provisions of the UK Companies Act 2006, and by our articles of association. These rights differ in certain respects from the rights of shareholders in typical U.S. corporations organized in Delaware. The principal differences are set forth in "Item 10.B—Memorandum and Articles of Association."

Provisions in the UK City Code on Takeovers and Mergers may have anti-takeover effects that could discourage an acquisition of us by others, even if an acquisition would be beneficial to our shareholders.

The UK City Code on Takeovers and Mergers, or the Takeover Code, applies, among other things, to an offer for a public company whose registered office is in the United Kingdom and whose securities are not admitted to trading on a regulated market in the United Kingdom if the company is considered by the Panel on Takeovers and Mergers, or the Takeover Panel, to have its place of central management and control in the United Kingdom. This is known as the "residency test." The test for central management and control under the Takeover Code is different from that used by the UK tax authorities. Under the Takeover Code, the Takeover Panel will determine whether we have our place of central management and control in the United Kingdom by looking at various factors, including the structure of our board of directors, the functions of the directors and where they are resident.

If at the time of a takeover offer the Takeover Panel determines that we have our place of central management and control in the United Kingdom, we would be subject to a number of rules and restrictions, including but not limited to the following: (1) our ability to enter into deal protection arrangements with a bidder would be extremely limited; (2) we may not, without the approval of our shareholders, be able to perform certain actions that could have the effect of frustrating an offer, such as issuing shares or carrying out acquisitions or disposals; and (3) we would be obliged to provide equality of information to all bona fide competing bidders.

Risks Related to Taxation

Changes in our tax position can significantly affect our reported earnings and cash flows.

We have assets in different jurisdictions, which are subject to different tax regimes. Changes in tax regimes such as the reduction or elimination of tax benefits, or the reduction of tax rates overall in markets where we operate could adversely affect the market for investments in our projects by third parties. A reduction in corporate tax rates could make investments in renewable projects less attractive to potential tax equity investors, in which case we may not be able to obtain third-party financing on terms as beneficial as in the past, or at all, which could limit our ability to grow our business. Limitations on the deductibility of interest expense could reduce our ability to deduct the interest we pay on our debt. These and other potential changes in tax regulations could have a material adverse effect on our results and cash flows.

Changes in corporate tax rates and/or other relevant tax laws in the United Kingdom, the United States, Spain, Mexico or the other countries in which our assets are located may have a material impact on our future tax rate and/or our required tax payments. Such changes may include measures enacted in response to the ongoing initiatives in relation to fiscal legislation at an international level, such as the Action Plan on Base Erosion and Profit Shifting of the Organization for Economic Co-operation and Development. The final determination of our tax liability could be different from the forecasted amount, which may have a material adverse effect on our business, financial condition, results of operations and cash flows. Changes to the U.K. controlled foreign company rules or adverse interpretations of them, could have an impact on our future tax rate and/or our required tax payments. With respect to some of our projects, we must meet defined requirements to apply favorable tax treatment, such as lower tax rates or exemptions. We intend to meet these requirements in order to benefit from the favorable tax treatment; however, there can be no assurance that we will be able to comply with all of the necessary requirements in the future, or the requirements could change or be interpreted in another manner, which could give rise to a greater tax liability and which may have a material adverse effect on our business, results of operations, financial condition and cash flows.

According to public information, the government of Spain has proposed a modification to the tax legislation to limit certain deductions and introduces a minimum tax rule in the corporate income tax. The proposed modification would also contemplate a reduction in the tax exemption on dividends received from affiliates from 100% to 95% . This modification is subject to approval by Parliament and could be changed in the future. In addition, the details of the new regulation are still largely unknown. Based on available public information we do not expect a significant impact in cash flows from our Spanish solar assets in the upcoming years, but the outcome is still uncertain.

In addition, the Chilean Congress recently approved the tax reform bill proposed by the local government to increase taxes that would fund the new social agenda, announced after recent social protests.

In 2019, the Mexican Congress approved the tax bill proposed by the new government, which introduces new provisions in the income tax law and value added tax laws, among others. The tax reform introduced an additional limitation to the deduction of interest for tax purposes up to 30% of the adjusted EBITDA. However, this limitation might not be applicable to debt granted to finance public infrastructure works, construction and land located in Mexico, exploration, extraction, and other projects of the extractive industry, transport, storage or distribution of oil and hydrocarbons, or for the generation, transmission or storage of electricity or water.

Our future tax liability may be greater than expected if we do not use sufficient NOLs to offset our taxable income.

We have NOLs that we can use to offset future taxable income. Based on our current portfolio of assets, which include renewable assets that benefit from an accelerated tax depreciation schedule, and subject to potential tax audits, which may result in income, sales, use or other tax obligations, we do not expect to pay significant taxes in the upcoming years.

Although we expect these NOLs will be available as a future benefit, in the event that they are not generated as expected, or are successfully challenged by the local tax authorities, such as the IRS or Her Majesty’s Revenue and Customs among others, by way of a tax audit or otherwise, or are subject to future limitations as discussed below, our ability to realize these benefits may be limited. A reduction in our expected NOLs, a limitation on our ability to use such NOLs or the occurrence of future tax audits may result in a material increase in our estimated future income tax liability and may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our ability to use U.S. NOLs to offset future income may be limited.

We have generated significant U.S. NOLs. We generally are able to carry U.S. NOLs forward to reduce our tax liability in future years. Federal U.S. NOLs generated on or before December 31, 2017 can generally be carried back two years and carried forward for up to twenty years and can be applied to offset 100% of taxable income in such years. Under the TCJA, however, federal U.S. NOLs incurred in 2018 and in future years may be carried forward indefinitely but may not be carried back and the deductibility of such federal U.S. NOLs is limited to 80% of taxable income in such years.

In addition, our ability to use U.S. NOLs generated is subject to the rules of Sections 382 of the IRC. This section generally restricts the use of U.S. NOLs if we were to experience an “ownership change” as defined under Section 382 of the IRC, and similar state rules. In general, an “ownership change” would occur if our “5-percent shareholders,” as defined under Section 382 of the IRC, collectively increased their ownership in us to more than 50 percentage points over a rolling three-year period. A corporation that experiences an ownership change will generally be subject to an annual limitation on the use of its pre-ownership change U.S. NOLs equal to the equity value of the corporation immediately before the ownership change, multiplied by the long-term tax-exempt rate for the month in which the ownership change occurs, and increased by a certain portion of any “built-in-gains.”

The Abengoa restructuring carried out in 2017 caused a change of ownership under Section 382 of the IRC, which limited in part our ability to use net operating loss carryforwards. The 41.5% Share Sale by Abengoa of its stake in us may have caused another change of ownership, which may limit further our ability to use net operating loss carryforwards in the United States. Future sales by our largest shareholder, future equity issuances and in general the activity of our direct or indirect shareholders may limit further our ability to use net operating loss carryforwards in the United States, which could have a potential adverse effect on cash flows from U.S. assets expected in the future. In addition, changes in our shareholder base during 2019 may have triggered an ownership change under Section 382 of the IRC. In addition, the Internal Revenue Service recently issued proposed regulations for the calculation of built-in gains and losses under Section 382. If enacted, these new regulations, may significantly limit our annual use of pre-ownership change U.S. NOLs in the event a new ownership change occurs after the new rule is in place.

In addition, because we have recorded tax credits for the U.S. tax losses carryforwards in the past, a limit to our ability to use U.S. NOLs could result in writing off tax credits, which could cause a substantial non-cash income tax expense in our financial statements.

Distributions to U.S. Holders of our shares may be fully taxable as dividends.

It is difficult to predict whether or to what extent we will generate earnings or profits as computed for U.S. federal income tax purposes in any given tax year. If we make distributions on the shares from current or accumulated earnings and profits as computed for U.S. federal income tax purposes, such distributions generally will be taxable to U.S. Holders of our shares as ordinary dividend income for U.S. federal income tax purposes. Under current law, if certain requirements are met, such dividends would be eligible for the lower tax rates applicable to qualified dividend income of certain non-corporate U.S. Holders. While we expect that a portion of our distributions to U.S. Holders of our shares may exceed our current and accumulated earnings and profits as computed for U.S. federal income tax purposes, and therefore may constitute a non-taxable return of capital to the extent of a U.S. Holder's basis in our shares, no assurance can be given that this will occur. We intend to calculate our earnings and profits annually in accordance with U.S. federal income tax principles. See "Item 10.E—Taxation—Material U.S. Federal Income Tax Considerations."

If we are a passive foreign investment company for U.S. federal income tax purposes for any taxable year, U.S. Holders of our shares could be subject to adverse U.S. federal income tax consequences.

If we were a PFIC for any taxable year during which a U.S. Holder held our shares, certain adverse U.S. federal income tax consequences may apply to the U.S. Holder. We do not believe that we were a PFIC for our 2019 taxable year and do not expect to be a PFIC for U.S. federal income tax purposes for the current taxable year or in the foreseeable future. However, PFIC status depends on the composition of a company's income and assets and the fair market value of its assets (including, among others, less than 25.0% owned equity investments) from time to time, as well as on the application of complex statutory and regulatory rules that are subject to potentially varying or changing interpretations. Accordingly, there can be no assurance that we will not be considered a PFIC for any taxable year.

If we were a PFIC, U.S. Holders of our shares may be subject to adverse U.S. federal income tax consequences, such as taxation at the highest marginal ordinary income tax rates on capital gains and on certain actual or deemed distributions, interest charges on certain taxes treated as deferred, and additional reporting requirements. See "Item 10.E—Taxation—Material U.S. Federal Income Tax Considerations—Passive foreign investment company rules."

ITEM 4 INFORMATION ON THE COMPANY

A. History and Development of the Company

We were incorporated in England and Wales as a private limited company on December 17, 2013 under the name "Abengoa Yield Limited." On March 19, 2014, we were re-registered as a public limited company, under the name "Abengoa Yield plc." On January 7, 2016, we changed our corporate brand to Atlantica Yield. At our annual shareholders meeting held in May 2016, we changed our legal name to Atlantica Yield plc.

The address of our principal executive offices is Great West House, GW1, 17th floor, Great West Road, Brentford, United Kingdom TW8 9DF, and our phone number is +44 203 499 0465.

Our current agent in the U.S. is ASHUSA Inc., a Delaware company with its principal office located at 1553 W. Todd Drive, Suite 204, Tempe, Arizona 85283, United States.

We are a sustainable infrastructure company that owns and manages renewable energy, efficient natural gas, transmission and transportation infrastructures and water assets. We currently have operating facilities in North America (United States, Canada and Mexico), South America (Peru, Chile and Uruguay) and EMEA (Spain, Algeria and South Africa). We intend to expand our portfolio, maintaining North America, South America and Europe as our core geographies.

We own or have an interest in a portfolio of diversified assets in terms of type of technology and geographic footprint. Our portfolio consists of 25 assets with 1,496 MW of aggregate renewable energy installed generation capacity, 343 MW of efficient natural gas-fired power generation capacity, 10.5 M ft3 per day of water desalination and 1,166 miles of electric transmission lines.

On June 18, 2014, we completed our IPO and listed our shares on the NASDAQ Global Select Market under the symbol “ABY.” On November 14, 2017, the ticker symbol was changed to “AY.” Prior to the consummation of our IPO, Abengoa transferred to us ten assets representing an initial portfolio comprising 710 MW of renewable energy generation, 300 MW of efficient natural gas power generation and 1,018 miles of electric transmission lines and an exchangeable preferred equity investment in ACBH.

On November 1, 2017, Algonquin agreed to acquire 25.0% of our shares from Abengoa and upon completion of the Share Sale, became our largest shareholder. In addition, Algonquin and Abengoa created a joint venture, AAGES, to jointly invest in the development and construction of clean energy and water infrastructure contracted assets. On March 5, 2018 we entered into a ROFO agreement with AAGES, which provides us with a right of first offer on any proposed sale, transfer or other disposition of AAGES ROFO Assets. In addition, we entered into a ROFO agreement with Algonquin covering certain of their non-U.S. and non-Canadian assets. Additionally, on November 27, 2018, Algonquin acquired from Abengoa the remaining 16.5% of our shares previously held by Abengoa and in 2019, Algonquin progressively increased its stake in our shares up to 44.2%.

Recent Acquisitions

In January 2019, we entered into an agreement with Abengoa under the Abengoa ROFO Agreement for the acquisition of Befesa Agua Tenes, a holding company which owns a 51% stake in Tenes, a water desalination plant in Algeria that is similar in several aspects to our Skikda and Honaine plants. The price agreed for the equity value was $24.5 million, of which $19.9 million was paid in January 2019 as an advanced payment. Closing of the acquisition was subject to conditions precedent, including approval by the Algerian administration. The conditions precedent set forth in the share purchase agreement were not fulfilled as of September 30, 2019. Therefore, in accordance with the terms of the share purchase agreement the advanced payment has been converted into a secured loan to be reimbursed by Befesa Agua Tenes, together with 12% per annum interest, through a full cash-sweep of all the dividends generated to be received from the asset. The share purchase agreement requires that the repayment occurs no later than September 30, 2031. In October 2019 we received a first payment in the amount of $7.8 million through the cash sweep mechanism.

In April 2019, we entered into an agreement to acquire a 30% stake in Monterrey, a 142 MW gas-fired engine facility including 130 MW installed capacity and 12 MW battery capacity. The acquisition closed on August 2, 2019 and we paid $42 million for the total equity investment. The asset, located in Mexico, has been in operation since 2018 and represents our first investment in electric batteries. It has a U.S. dollar-denominated 20-year PPA with two international large corporations engaged in the car manufacturing industry as well as a 20-year contract for the natural gas transportation from Texas with a U.S. energy company. The PPA also includes price escalation factors. The asset is the sole electricity supplier for the off-takers, it has no commodity risk and also has the possibility to sell excess energy to the North-East region of the country. We have also entered into a ROFO agreement with the seller of the shares for the remaining 70% stake in the asset.

Additionally, on May 24, 2019, Atlantica and Algonquin formed AYES Canada, a vehicle to channel co-investment opportunities in which Atlantica holds the majority of voting rights. AYES Canada’s first investment was in Amherst Island, a 75 MW wind plant in Canada owned by the project company Windlectric, Inc. (“Windlectric”). Atlantica invested $4.9 million and Algonquin invested $92.3 million, both through AYES Canada, which in turn invested those funds in Amherst Island Partnership, the holding company of Windlectric. Since Atlantica has control over AYES Canada under IFRS 10 “Consolidated Financial Statements”, its consolidated financial statements initially showed a total investment in the Amherst Island project of $97.2 million, accounted for as “Investments carried under the equity method” (Note 7) and Algonquin’s portion of that investment of $92.3 million as “Non-controlling interest”. In addition, and under certain circumstances considered remote by both companies, Atlantica and Algonquin have options to convert shares of AYES Canada currently owned by Algonquin into Atlantica ordinary shares in exchange for a higher stake in the plant, subject to the provisions of the standstill and enhanced collaboration agreements with Algonquin.

On May 31, 2019, we entered into an agreement with Abengoa to acquire a 15% stake in Rioglass, a multinational manufacturer of solar components in order to secure certain Abengoa obligations. The investment was $7 million, and it is classified as available for sale and is expected to generate interest income for us once divested.

On August 2, 2019, we closed the acquisition of ASI Operations, the company that performs the operation and maintenance services to Solana and Mojave plants. The consideration paid was $6 million. Additionally, we have internalized part of the operation and maintenance activities contracted in two wind assets, maintaining a direct relationship with the supplier for the turbine maintenance services.

On October 22, 2019, we closed the acquisition of ATN Expansion 2, as previously announced, for a total equity investment of approximately $20 million. The off-taker is Enel Green Power Peru. Transfer of the concession agreement is pending authorization from the Ministry of Energy in Peru. If this authorization were not to be obtained within an eight-month period, the transaction would be reversed with no penalties to Atlantica.

Our largest shareholder Algonquin

On November 1, 2017, Algonquin announced that it had reached an agreement with Abengoa to acquire 25.0% of our shares from Abengoa, which closed in March 2018. On November 27, 2018, Algonquin acquired the remaining 16.5% of our shares held by Abengoa, bringing its total equity interest in Atlantica up to 41.5%.

On May 9, 2019, Algonquin, AAGES and Atlantica entered into the Enhanced Cooperation Agreement, and Algonquin and Atlantica entered into a subscription agreement pursuant to which, among other things, Atlantica agreed to permit Algonquin to acquire, and Algonquin agreed to purchase, a 1.4% stake in Atlantica. Algonquin completed this on May 22, 2019. On May 31, 2019, AAGES (AY Holdings) B.V. entered into an accelerated share purchase transaction with Morgan Stanley & Co. LLC, pursuant to which AAGES acquired 2,000,000 ordinary shares, bringing its total equity interest in Atlantica up to 44.2%. Under this agreement, we agreed with Algonquin to analyze jointly during the next six months Algonquin’s contracted assets portfolio in the U.S. and Canada to identify assets where a drop down could add value for both parties, according to each company’s key metrics. This process is taking longer than initially expected and we cannot guarantee that it will result in investments. Furthermore, the Shareholders Agreement has been amended to allow Algonquin to increase its shareholding in Atlantica up to a 48.5% without any change in corporate governance. Algonquin’s voting rights and rights to appoint directors are limited to a 41.5% and the difference between Algonquin’s ownership and 41.5% will vote replicating non-Algonquin’s shareholders vote.

In 2017, we also signed a ROFO agreement with AAGES, the joint venture created between Algonquin and Abengoa to invest in the development and construction of clean energy and water infrastructure contracted assets. The AAGES ROFO Agreement provides us with a right of first offer on any proposed sale, transfer or other disposition of AAGES ROFO Assets. See “Item 7.B—Related Party Transactions.”

B. Business Overview

Overview

We are a sustainable infrastructure company that owns and manages renewable energy, efficient natural gas, transmission and transportation infrastructures and water assets. We currently have operating facilities in North America (United States, Canada and Mexico), South America (Peru, Chile and Uruguay) and EMEA (Spain, Algeria and South Africa). We intend to expand our portfolio, maintaining North America, South America and Europe as our core geographies.

As of the date of this annual report, we own or have an interest in a portfolio of high-quality and diversified assets in terms of type of asset, technology and geographic footprint. Our portfolio consists of 25 assets with 1,496 MW of aggregate renewable energy installed generation capacity, 343 MW of efficient natural gas-fired power generation capacity, 10.5 M ft^3 per day of water desalination and 1,166 miles of electric transmission lines.

All of our assets have contracted revenue (regulated revenue in the case of our Spanish assets and one transmission line in Chile) and are underpinned by long-term contracts. As of December 31, 2019, our assets had a weighted average remaining contract life of approximately 18 years. Most of the assets we own or in which we have an interest have project-finance agreements in place.

We intend to take advantage of, and leverage our growth strategy on, favorable trends in the clean power generation, transmission and transportation infrastructures and water sectors globally, including energy scarcity and the focus on the reduction of carbon emissions. Our portfolio of operating assets and our strategy focus on sustainable technology including renewable energy, efficient natural gas, water infrastructure, and transmission networks as enablers of a sustainable power generation mix. Renewable energy is expected to represent in most markets the majority of new investments in the power sector in most markets, according to Bloomberg New Energy Finance 2019. Approximately 50% of the world's power generation by 2050 is expected to come from renewable sources, which indicates that renewable energy is becoming mainstream. Global installed capacity is expected to shift from 57% fossil fuels today to approximately two-thirds renewables by 2050. A 12-terawatt expansion of generating capacity is estimated to require approximately $13.3 trillion of new investment between now and 2050 – of which approximately 77% is expected to go to renewables. Another approximately $843 billion of investment goes to batteries along with an estimated $11.4 trillion to expected to go to transmission and distribution during that period. We believe regions will need to complement investments in renewable energy with investments in efficient natural gas, in transmission networks and in storage. We believe that we are well positioned to benefit from the expected transition towards a more sustainable power generation mix. In addition, we believe that water is going to be the next frontier in a transition towards a more sustainable world. New sources of water are needed worldwide and water desalination and water transportation infrastructure should help make that possible. We currently participate in two water desalination plants with a 10 million cubic feet capacity and we have reached an agreement to acquire a third.

We are focused on high-quality and long-life facilities as well as long-term agreements that we expect will produce stable, long-term cash flows. We intend to grow our cash available for distribution and our dividend to shareholders through organic growth and by acquiring new assets and/or businesses where revenues may not be fully contracted.

We believe we can achieve organic growth through the optimization of the existing portfolio, price escalation factors in many of our assets and the expansion of current assets, particularly our transmission lines, to which new assets can be connected. We currently own three transmission lines in Peru and four in Chile. We believe that current regulations in Peru and Chile provide a growth opportunity by expanding transmission lines to connect new clients. Additionally, we should have repowering opportunities in certain existing generation assets.

Additionally, we expect to acquire assets from third parties leveraging the local presence and network we have in geographies and sectors in which we operate. We have also entered into and intend to enter into agreements or partnerships with developers or asset owners to acquire assets in operation, construction or development. We may also invest directly or through investment vehicles with partners in assets under development or construction, ensuring that such investments are always a small part of our total investments.

In addition, we have in place exclusive agreements with AAGES and Algonquin. The AAGES ROFO Agreement provides us with a right of first offer on any proposed sale, transfer or other disposition of certain of AAGES's assets. The Algonquin ROFO Agreement provides us a right of first offer on any proposed sale, transfer or other disposition of any of Algonquin's contracted facilities or with infrastructure facilities located outside of the United States or Canada which are developed under expected long-term revenue agreements or concession agreements. See "Item 4.B—Business Overview—Our Business Strategy" and "Item 7.B—Related Party Transactions—Abengoa Right of First Offer."

With this business model, our objective is to pay a consistent and growing cash dividend to shareholders that is sustainable on a long-term basis. We expect to distribute a significant percentage of our cash available for distribution as cash dividends and we will seek to increase such cash dividends over time through organic growth and through the acquisition of assets. Pursuant to our cash dividend policy, we intend to pay a cash dividend each quarter to holders of our shares.

Current Operations

Our portfolio consists of 15 renewable energy assets, a natural gas-fired cogeneration facility, a minority stake in a 142 MW gas-fired engine facility including, several electric transmission lines and minority stakes in two water desalination plants, all of which are fully operational. We expect that the majority of our cash available for distribution over the next three years will be in U.S. dollars, indexed to the U.S. dollar or in euros. We intend to maintain a ratio of over 80% of our cash available for distribution denominated in U.S. dollars or euros and to hedge the euros for the upcoming 24 months on a rolling basis strategy. As of December 31, 2019, approximately 92% of our project-level debt was hedged against changes in interest rates through an underlying fixed rate on the debt instrument or through interest rate swaps, caps or similar hedging instruments.

The following table provides an overview of our current assets:

Assets	Type	Ownership	Location	Currency[1]	Capacity (Gross)	off-taker	Counterparty Credit Rating[2]	COD	Contract Years Left[3]
Solana	Renewable (Solar)	100% Class B[4]	Arizona (USA)	USD	280 MW	APS	A-/A2/A-	2013	24
Mojave	Renewable (Solar)	100%	California (USA)	USD	280 MW	PG&E	D/WR/WD	2014	20
Solaben 2/3[5]	Renewable (Solar)	70%[6]	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A/Baa1/A-	2012	18 / 17
Solacor 1/2[7]	Renewable (Solar)	87%[8]	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2012	17 / 17
PS10/20[9]	Renewable (Solar)	100%	Spain	EUR	31 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2007 & 2009	12 / 14
Helioenergy 1/2[10]	Renewable (Solar)	100%	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2011	17 / 17
Helios ½[11]	Renewable (Solar)	100%	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2012	18 / 18
Solnova 1/3/4[12]	Renewable (Solar)	100%	Spain	EUR	3x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2010	15 / 15 / 16
Solaben 1/6[13]	Renewable (Solar)	100%	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2013	19 / 19
Seville PV	Renewable (Solar)	80%[14]	Spain	EUR	1 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2006	16
Kaxu	Renewable (Solar)	51%[15]	South Africa	ZAR	100 MW	Eskom	BB/Baa3/ BB+[16]	2015	15
Palmatir	Renewable (Wind)	100%	Uruguay	USD	50 MW	Uruguay	BBB/Baa2/ BBB-[17]	2014	14
Cadonal	Renewable (Wind)	100%	Uruguay	USD	50 MW	Uruguay	BBB/Baa2/ BBB-[17]	2014	15
Melowind	Renewable (Wind)	100%	Uruguay	USD	50 MW	Uruguay	BBB/Baa2/ BBB-[17]	2015	16
Mini-hydro Peru	Renewable (Hydro)	100%	Peru	USD	4 MW	Peru	BBB+/A3/ BBB+	2012	13
ACT	Efficient Natural Gas	99.99%[18]	Mexico	USD	300 MW	Pemex	BBB+/ Baa3/ BB+	2013	13
Monterrey	Efficient Natural Gas	30%	Mexico	USD	142 MW	Industrial Customers	Not rated	2018	19
ATN	Transmission Line	100%	Peru	USD	379 miles	Peru	BBB+/A3/ BBB+	2011	21
ATS	Transmission Line	100%	Peru	USD	569 miles	Peru	BBB+/A3/ BBB+	2014	24
ATN2	Transmission Line	100%	Peru	USD	81 miles	Minera Las Bambas	Not rated	2015	13
Quadra 1/2	Transmission Line	100%	Chile	USD	49 miles/32 miles	Sierra Gorda	Not rated	2014	15 / 15
Palmucho	Transmission Line	100%	Chile	USD	6 miles	Enel Generacion Chile	BBB+/Baa2/ BBB+	2007	18
Chile TL3	Transmission Line	100%	Chile	USD	50 miles	CNE (National Energy Commision)	A+/A1/A	1993	Regulated
Honaine	Water	25.5%[19]	Algeria	USD	7 M ft^3/day	Sonatrach/ADE	Not rated	2012	18
Skikda	Water	34.2%[20]	Algeria	USD	3.5 M ft^3/day	Sonatrach/ADE	Not rated	2009	14

Notes:

(1) Certain contracts denominated in U.S. dollars are payable in local currency.
(2) Reflects the counterparty's issuer credit ratings issued by Standard & Poor's Ratings Services, or S&P, Moody's Investors Service Inc., or Moody's, and Fitch Ratings Ltd, or Fitch.
(3) Number of years remaining on contract as at December 31, 2018.
(4) On September 30, 2013, Liberty agreed to invest $300 million in Class A shares of Arizona Solar Holding, the holding company of Solana, in exchange for a share of the dividends and the taxable loss generated by Solana.
(5) Solaben 2 and Solaben 3 are separate special purpose vehicles with separate agreements, but they are treated as a single platform.
(6) Itochu Corporation, a Japanese trading company, holds 30.0% of the shares in each of Solaben 2 and Solaben 3.
(7) Solacor 1 and Solacor 2 are separate special purpose vehicles with separate agreements but they are treated as a single platform.
(8) JGC Corporation, a Japanese engineering company, holds 13.0% of the shares in each of Solacor 1 and Solacor 2.
(9) PS10 and PS20 are separate special purpose vehicles with separate agreements but they are treated as a single platform.
(10) Helioenergy 1 and Helioenergy 2 are separate special purpose vehicles with separate agreements but they are treated as a single platform.
(11) Helios 1 and Helios 2 are separate special purpose vehicles with separate agreements but they are treated as a single platform.
(12) Solnova 1, Solnova 3 and Solnova 4 are separate special purpose vehicles with separate agreements but they are treated as a single platform.
(13) Solaben 1 and Solaben 6 are separate special purpose vehicles with separate agreements, but they are treated as a single platform.
(14) Instituto para la Diversificacion y Ahorro de la Energia, or IDEA, a Spanish state-owned company, holds 20.0% of the shares in Seville PV.
(15) Industrial Development Corporation of South Africa owns 29.0% and Kaxu Community Trust owns 20.0% of Kaxu.
(16) Refers to the credit rating of the Republic of South Africa.
(17) Refers to the credit rating of Uruguay, as UTE is unrated.
(18) 1 share is owned by Abengoa México, S.A. de C.V. and 1 share is owned by Abener Energía, S.A., both wholly owned by Abengoa.
(19) Algerian Energy Company, SPA owns 49.0% of the shares in Honaine and Sacyr Agua, S.L. and a subsidiary of Sacyr S.A. owns the remaining 25.5%.
(20) Algerian Energy Company, SPA owns 49.0% of the shares in Honaine and Sacyt Agua, S.L., and a subsidiary of Sacyr S.A. owns the remaining 25.5%.

Our assets and operations are organized into the following four business sectors:

Renewable Energy

Our renewable energy assets include two solar power plants in the United States, Solana and Mojave, each with a gross capacity of 280 MW and located in Arizona and California, respectively. Solana is a party to a PPA with Arizona Public Service Company and Mojave is a party to a PPA with PG&E. PG&E filed for reorganization under Chapter 11 of the Bankruptcy Code in the U.S., which has caused a default under the PPA agreement with Mojave, which could have a material adverse effect on our business, financial condition, results of operations and cash flow. See "Item 3.D—Risk Factors—Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate."

Additionally, we own or have an interest in the following solar power plants in Spain with a total gross capacity of 682 MW: (i) Solaben 2/3, a 100 MW solar power complex; (ii) Solacor 1/2, a 100 MW solar power complex; (iii) PS10/20, a 31 MW solar power complex; (iv) Helioenergy 1/2, a 100 MW solar power complex; (v) Helios 1/2, a 100 MW solar power complex; (vi) Solnova 1/3/4, a 150 MW solar power complex; (vii) 74.99% of the shares and a 30-year usufruct of the economic rights of the remaining 25.01% of the shares of Solaben 1/6, a 100 MW solar power complex in Spain, which usufruct does not expire until September 2045; and (viii) an 80% stake in Seville PV, a 1 MW solar photovoltaic plant. All such projects receive market and regulated revenues under the economic framework for renewable energy projects in Spain. See "Item 4.B—Business Overview—Regulations."

We also own 51.0% of Kaxu, a 100 MW solar power plant in South Africa. Kaxu is a party to a 20-year (15 years remaining) PPA with Eskom, the state-owned utility company in South Africa.

We also own three onshore wind farms in Uruguay: Palmatir, Cadonal and Melowind, each with an installed capacity of 50 MW. Each wind farm is subject to a 20-year (14, 15 and 16 years remaining, respectively) U.S. dollar-denominated PPA with a state-owned utility company in Uruguay.

Finally, we have an exclusive concession of a 4 MW hydroelectric power plant in Peru pursuant to a 20-year concession agreement (13 years remaining) with the Peruvian Ministry of Energy.

Efficient Natural Gas

Our efficient natural gas asset consists of ACT and Monterrey. ACT is a 300 MW cogeneration plant in Mexico which is a party to a 20-year take-or-pay agreement (13 years remaining) with the state-owned company Petróleos Mexicanos, or Pemex, for the sale of electric power and steam. Pemex also supplies the natural gas required for the plant at no cost to ACT, which insulates the project from natural gas price fluctuations.

We also own a 30% stake in Monterrey, a 142 MW gas-fired engine facility including 130 MW installed capacity and 12 MW battery capacity. Monterrey's acquisition was closed on August 2, 2019. The asset, located in Mexico, has been in operation since 2018 and represents our first investment in electric batteries. It has a U.S. dollar-denominated 20-year PPA with two international large corporations engaged in the car manufacturing industry as well as a 20-year contract for the natural gas transportation from Texas with a U.S. energy company. The PPA also includes price escalation factors. The asset is the sole electricity supplier for the off-takers, it has no commodity risk and also has the possibility to sell excess energy to the North-East region of the country. We have also entered into a ROFO agreement with the seller of the shares for the remaining 70% stake in the asset.

Electric Transmission

Our electric transmission assets consist of (i) three lines in Peru (ATN, ATN2 and ATS), spanning a total of 1,029 miles and (ii) four lines in Chile (Quadra 1, Quadra 2, Palmucho and Chile TL3), spanning a total of 137 miles.

ATN and ATS are subject to a U.S. dollar-denominated 30-year contract (21 and 24 years remaining, respectively) with the Peruvian Ministry of Energy. ATN2 is subject to a U.S. dollar-denominated 18-year contract (13 years remaining) with Minera Las Bambas mining company, which is owned by a partnership consisting of subsidiaries of China Minmetals Corporation, Guoxin International Investment Co. Ltd and CITIC Metal Co. Ltd. Quadra 1 and Quadra 2 are subject to a contract with 15 years remaining with Sierra Gorda SCM, a mining company owned by Sumitomo Corporation, Sumitomo Metal Mining and KGHM Polska Mietz. Palmucho is a six-mile electric transmission line and substation subject to a contract with 20 years remaining with a utility, Endesa Chile. Finally, Chile TL3 is a 50-mile transmission line that has a tariff under the regulation in place in Chile, denominated in U.S. dollars and indexed to U.S. and Chilean inflation rates.

Water

Our water assets consist of minority stakes in two desalination plants in Algeria, Honaine and Skikda, with an aggregate capacity of 10.5 M ft3 per day. Each asset has a 30-year take-or-pay water purchase agreement (18 and 14 years remaining, respectively) with Sonatrach/Algerienne des Eaux. We also have a secured loan in Tenes, another water desalination plant in Algeria, to be reimbursed by Befesa Agua Tenes, together with 12% per annum interest, through a full cash-sweep of all the dividends generated to be received from the asset.

Our Business Strategy

Our primary business strategy is to generate stable cash flows through our portfolio of assets under long term contracts or under regulation. We intend to distribute a stable cash dividend to our shareholders. Our objective is to increase the dividend, while ensuring the ongoing stability and sustainability of our business.

We will seek to grow our cash available for distribution and our dividend to shareholders through organic growth and by acquiring new assets. We believe that our diversification by business sector and geography provides us with access to different sources of growth. We expect to deliver organic growth through the optimization of the existing portfolio and through investments in the expansion of our current assets, particularly in our transmission lines sector. In addition, we expect to acquire assets from AAGES. We expect to complement this with acquisitions from third parties and potential new future partnerships. We intend to grow our business in the segments where we are already present, maintaining renewable energy as our main segment and with a focus in North and South America.

Our plan for executing this strategy includes the following key components:

Focus on stable, long-term contracted or regulated assets in the power and water sectors, including renewable energy, efficient natural gas generation and transmission and transportation infrastructures, as well as water sectors

We intend to focus on owning and operating stable, long-term contracted sustainable infrastructures, for which we believe we possess extensive experience and proven systems and management processes, as well as the critical mass to benefit from operating efficiencies and scale. We expect that this will allow us to maximize value and cash flow generation. We intend to maintain a diversified portfolio in the future, maintaining a large majority of our revenues from low-carbon footprint assets, as we believe these technologies will undergo significant growth in our targeted geographies.

Maintain geographic diversification across three principal geographic areas

Our focus on three core geographies, North America, South America and Europe, helps to ensure exposure to markets in which we believe the renewable energy, efficient natural gas and transmission and transportation sectors will continue growing significantly.

Increase cash available for distribution through the optimization of the existing portfolio and through the investments in the expansion of our current assets, particularly in our transmission lines, to which new assets can be connected.

We intend to grow our cash available for distribution to shareholders through organic growth that we expect to deliver through the optimization of the existing portfolio, price escalation factors in many of our assets as well as through investments in the expansion of our current assets, particularly in our transmission lines sector. We intend to increase production in our assets through further management and optimization initiatives and in some cases through repowering.

We currently own three transmission lines in Peru and four in Chile. Current regulations in Peru and Chile provide a growth opportunity by expanding transmission lines to connect new clients.

We have identified several opportunities to grow organically in Peru and Chile by expanding our current assets. These opportunities consist of (i) new clients that need to use our current assets, in situations where virtually no investments are required from us, while we will get additional revenues from these new business opportunities and (ii) expansion of current transmission lines to grant access to new clients. In this case, certain investments are required to build new assets that connect the new clients to our current backbone transmission lines. We would expect that in some cases these new assets would become part of our concession assets contract with the State, for which we would be remunerated.

Increase cash available for distribution through the acquisition of new sustainable infrastructure, including renewable energy, efficient natural gas and transmission and transportation infrastructures, as well as water assets

We will seek to grow our cash available for distribution to shareholders by acquiring new assets, typically contracted or regulated. We have an exclusive ROFO agreement with AAGES and Algonquin. We further have and expect to execute similar agreements with other developers or asset owners or enter into partnerships with such developers or asset owners in order to acquire assets in operation or to invest directly or through investment vehicles in assets under development or construction, ensuring that such investments are always a small part of our total investments. Finally, we expect to acquire assets from third parties leveraging the local presence and network we have in the geographies and sectors where we operate. We believe that our know-how and operating expertise in our key markets together with a critical mass of assets in several geographic areas and the access to capital provided by being a listed company will assist us in realizing our growth plans.

Foster a low-risk approach

We intend to maintain a portfolio of contracted assets with a low-risk profile for all or part of our revenues by engaging with creditworthy off-take counterparties and entering into long-term contracted revenue agreements. Over 80% of cash available for distribution is in U.S. dollars or euros, and we hedge euros for the upcoming 24 months on a rolling basis. We further mitigate the risk of our investments by pursuing proven technologies in which we have significant experience, located in countries where we believe conditions to be stable and safe.

In certain situations, we could invest, or co-invest with partners, in assets before they enter into operation, in assets with shorter or partially contracted revenue period, or subject to regulation, or in assets with revenue in currencies other than U.S. dollar or euro. Additionally, our policies and management systems include thorough risk analysis and risk management processes that we apply whenever we acquire an asset, and which we are obligated to review monthly throughout the life of the asset. Our policy is to insure all of our assets whenever economically feasible.

Maintain financial strength and flexibility

We intend to maintain a solid financial position through a combination of cash on hand and undrawn credit facilities.

Our Competitive Strengths

We believe that we are well-positioned to execute our business strategies because of the following competitive strengths:

Stable and predictable long-term cash flows with attractive tax profiles

We believe that our asset portfolio has a stable, predictable cash flow profile consisting of predominantly long-life electric power generation and electric transmission assets that generate revenues under long-term fixed priced contracts or pursuant to regulated rates. Additionally, our facilities have minimal or no fuel risk. The off-take agreements for our assets have a weighted average remaining duration of approximately 18 years as of December 31, 2019, providing long-term cash flow stability and visibility. For the fiscal year 2019, approximately 54% of our revenues was related to availability payments in the different business sectors in which we operate, which includes our transmission lines, our efficient natural gas plant ACT, our water assets and approximately 70% revenues received by our Spanish solar assets. Furthermore, due to the fact that we are a U.K. resident company, we should benefit from a more favorable treatment than would apply if we were a corporation in the United States when receiving dividends from our subsidiaries that hold our international assets because they should generally be exempt from U.K. taxation due to the U.K.'s distribution exemption. Based on our current portfolio of assets, which includes renewable assets that benefit from an accelerated tax depreciation schedule, and current tax regulations in the jurisdictions in which we operate, we do not expect to pay significant income tax in the upcoming years in most of our geographies due to existing net operating losses, or NOLs. See "Item 3.D—Risk Factors—Risks Related to Taxation—Our future tax liability may be greater than expected if we do not use NOLs sufficient to offset our taxable income," "Item 3.D—Risk Factors—Risks Related to Taxation—Our ability to use U.S. NOLs to offset future income may be limited" and "Item 3.D—Risk Factors—Risks Related to Taxation—Changes in our tax position can significantly affect our reported earnings and cash flows." Furthermore, based on our current portfolio of assets, we believe that there is limited repatriation risk in the jurisdictions in which we operate. See "Item 3.D—Risk Factors—Risks Related to Our Business and the Markets in Which We Operate—We have international operations and investments, including in emerging markets that could be subject to economic, social and political uncertainties."

Highly diversified portfolio by geography and technology

The renewable energy industry has grown during the recent years and it is expected to continue growing in the next decades. According to Bloomberg New Energy Finance – 2019, approximately 50% of the world's power generation by 2050 is expected to come from renewable sources, which it is expected to translate into approximately $10 trillion in investments in new zero-emissions power generation assets through 2050. Global installed capacity is expected to shift from 57% fossil fuels today to approximately two-thirds renewables by 2050. A 12-terawatt expansion of generating capacity is estimated to require approximately $13.3 trillion of new investment between now and 2050 – of which approximately 77% is expected to go to renewables. Another approximately $843 billion of investment goes to batteries along with an estimated $11.4 trillion to expected to go to transmission and distribution during that period. The significant increase expected in the renewable energy space over the next decades also requires significant new investments in electric transmission and distribution lines for power supply, as well as storage and natural gas generation for dispatchability, with each becoming key elements to support wind and solar energy generation.

Against this backdrop of expected growth, we believe that our exposure to international markets will allow us to pursue greater growth opportunities and achieve higher returns than we would have if we had a narrow geographic or technological focus. Our portfolio of assets uses technologies that we expect to benefit from these long-term trends in the electricity sector. Our renewable energy generation assets generate low or no emissions and serve markets where we expect growth in demand in the future. Additionally, our electric transmission lines connect electricity systems to key areas in their respective markets and we expect significant electric transmission investment in our geographies. As a result, we believe that we may be able to benefit from opportunities to repower some of our assets during the lives of our existing PPAs and, in some cases, to extend the terms of those contracts after current PPAs expire. We expect our well-diversified portfolio of assets by technology and geography to maintain cash flow stability.

A sustainable growth strategy

We expect to acquire assets from third parties leveraging the local presence and network we have in geographies and sectors in which we operate. We have also entered into and intend to enter into agreements or partnerships with developers or asset owners to acquire assets in operation, construction or development. We may also invest directly or through investment vehicles with partners in assets under development or construction, ensuring that such investments are always a small part of our total investments. Additionally, Algonquin, a North American diversified generation, transmission and distribution utility company and our largest shareholder, owns a 44.2% stake in our capital stock. In addition, Algonquin and Abengoa have created AAGES, a joint venture designed to invest in the development and construction of contracted clean energy and water infrastructure contracted assets. We have signed a ROFO agreement with AAGES aimed at enhancing our growth opportunities by creating a new platform for the development and construction of contracted clean energy and water infrastructure assets.

Our Operations

Renewable energy

The following table presents our renewable energy assets, all of which are operational:

Assets	Type	Ownership	Location	Currency	Capacity (Gross)	off-taker	Counterparty Credit Rating(1)	COD	Contract Years Left
Solana	Renewable (Solar)	100% Class B	Arizona (USA)	USD	280 MW	APS	A-/A2/A-	2013	24
Mojave	Renewable (Solar)	100%	California (USA)	USD	280 MW	PG&E	D/WR/WD	2014	20
Solaben 2/3	Renewable (Solar)	70%	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A/Baa1/A-	2012	18 / 17
Solacor 1/2	Renewable (Solar)	87%	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2012	17 / 17
PS10/20	Renewable (Solar)	100%	Spain	EUR	31 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2007 & 2009	12 / 14
Helioenergy 1/2	Renewable (Solar)	100%	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2011	17 / 17
Helios ½	Renewable (Solar)	100%	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2012	18 / 18
Solnova 1/3/4	Renewable (Solar)	100%	Spain	EUR	3x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2010	15 / 15 / 16
Solaben 1/6	Renewable (Solar)	100%	Spain	EUR	2x50 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2013	19 / 19
Seville PV	Renewable (Solar)	80%	Spain	EUR	1 MW	Wholesale market/Spanish Electric System	A /Baa1/A-	2006	16
Kaxu	Renewable (Solar)	51%	South Africa	ZAR	100 MW	Eskom	BB/Baa3/ BB+(2)	2015	15
Palmatir	Renewable (Wind)	100%	Uruguay	USD	50 MW	Uruguay	BBB/Baa2/ BBB-(3)	2014	14
Cadonal	Renewable (Wind)	100%	Uruguay	USD	50 MW	Uruguay	BBB/Baa2/ BBB-(3)	2014	15
Melowind	Renewable (Wind)	100%	Uruguay	USD	50 MW	Uruguay	BBB/Baa2/ BBB-(3)	2015	16
Mini-hydro Peru	Renewable (Hydro)	100%	Peru	USD	4 MW	Peru	BBB+/A3/ BBB+	2012	13

Notes:—

(1) Reflects counterparty's issuer credit ratings issued by S&P, Moody's and Fitch.
(2) Refers to the credit rating of the Republic of South Africa.
(3) Refers to the credit rating of Uruguay, as UTE is unrated.

Solana

Overview. The Solana Solar plant, or Solana, is a 250 MW net (280 MW gross) solar electric generation facility located in Maricopa County, Arizona, approximately 70 miles southwest of Phoenix, Arizona Solar One LLC, or Arizona Solar, owns the Solana project. Solana includes a 22-mile 230kV transmission line and a molten salt thermal energy storage system. Solana reached COD on October 9, 2013.

Solana relies on a conventional parabolic trough solar power system to generate electricity. The parabolic trough technology has been used for over 25 years at the Solar Electric Generating Systems (SEGS) facilities located in the Mojave Desert in Southern California. Our thirteen 50 MW parabolic trough facilities in Spain have also used this technology since 2010. Solana produces electricity by means of an integrated process using solar energy to heat a synthetic petroleum-based fluid in a closed-loop system that, in turn, heats water to create steam to drive a conventional steam turbine. Solana employs a two-tank molten salt thermal energy storage system that provides an additional six hours of solar dispatchability to increase its efficiency.

PPA. Solana has a 30-year, fixed-price PPA with Arizona Public Service Company, or APS, for at least 110% of the output of the project. The PPA provides for the sale of electricity at a fixed base price approved by the Arizona Corporation Commission with annual increases of 1.84% per year. The PPA includes on-going performance obligations and is intended to provide Arizona Solar with consistent and predictable monthly revenues that are sufficient to cover operating costs and debt service and to earn an equity return.

EPC Agreements. The construction of Solana was carried out by subsidiaries of Abengoa under an arm's-length, fixed-price and date-certain EPC contract, that was executed on December 20, 2010. Abengoa completed construction of Solana on October 9, 2013.

Arizona Solar's EPC contract contains warranties that protect Arizona Solar against defects in design, materials and workmanship for one year after completion and under these warranties Abengoa is required to conduct certain repairs and improvements to ensure the plant reaches its technical capacity. Solana has not yet achieved its technical capacity on a continuous basis. During the last few years and into 2020, repairs and improvements were and will be conducted on three plant systems: the steam generator, the water plant and the storage heat exchangers. In July 2016, the solar field was damaged after a severe wind event and in 2017, we received insurance compensation for damages and loss of revenue. In July 2017, there was an incident with electric transformers, which caused the plant to produce at a reduced capacity during July and part of August. All the necessary repairs were completed in August and we received a significant portion of the insurance compensation in 2017. In addition, Solana experienced technical issues in the heat exchangers within its storage system. Repairs have been carried out in the past years. In 2019 we completed the implementation of such improvements and the replacement of one of the six heat exchangers and acquired an additional one as back-up. We cannot assure that the repairs, improvements and replacements made will be effective or sufficient.

In November 2017, in the context of the agreement reached between Abengoa and Algonquin for the initial acquisition by Algonquin of 25.0% of our shares and based on the obligations of Abengoa under an EPC contract, the DOE signed a consent in relation to the Solana and Mojave projects which reduced the minimum ownership required by Abengoa in us from 30.0% to 16.0%. Solana received an aggregate amount of $120 million in payments from Abengoa ($42.5 million in December 2017 and $77.5 million in March 2018). Of the received sums, $95 million was used to repay project debt and $25 million was set aside to cover other Abengoa obligations. In addition, in November 2018 in the context of the DOE consent to allow Abengoa to sell entirely its stake in Atlantica, Solana received $16.5 million, of which $9 million was used to repay project debt and $7.5 million were set aside to cover potential repairs and other Abengoa obligations. Additionally, the long-term payments schedule signed between Abengoa and Solana was amended to include $7.4 million payable semi-annually over 2 years and $10.3 million payable semi-annually over the subsequent 4 years, beginning in January 2019. Solana also received a parcel of land adjacent to the Solana site accounted for at a fair value of $7.3 million and $22.2 million of cash proceeds received by Abengoa. Furthermore, Abengoa agreed to pay $13 million to fund a reserve account progressively in 2020 and 2021. If Abengoa were not to make these payments, we would need to make them and in return we would reduce future bonus payments to Abengoa under certain operation and maintenance agreements. The aforementioned amounts result of Abengoa's obligations as EPC contractor.

O&M. ASI Operations, a former wholly-owned subsidiary of Abengoa, provides O&M services for Solana, focused exclusively on providing personnel. On July 30, 2019, Atlantica signed an agreement with Abengoa to acquire ASI Operations for a price of approximately $6 million. ASI Operations, provides O&M services for Solana, focused exclusively on providing personnel. Payments to third-party suppliers are made directly by Arizona Solar. With this acquisition, we reduced our dependence on Abengoa as an O&M supplier and expect to achieve cost reductions.

Project Level Financing. Arizona Solar executed a loan guarantee agreement with the DOE on December 20, 2010, to provide a loan guarantee in connection with a two-tranche loan of approximately $1.445 billion from the FFB. The short-term tranche of $450 million has been repaid. The long-term tranche is payable over a 29-year term with the cash generated by the project. The principal balance of this tranche was $779 million as of December 31, 2019.

The FFB loan permits dividend distributions on a semi-annual basis as long as the debt service coverage ratio for the previous four fiscal quarters is at least 1.20x after December 31, 2019, and the projected debt service coverage ratio for the next four fiscal quarters is at least 1.20x. As of December 31, 2019, Solana met the minimum debt service coverage ratio, however it did not meet certain operating thresholds applicable in 2019 for distributions. The asset may or may not meet ratios or other conditions thresholds in 2020.

Partnerships. On September 30, 2013, Abengoa entered into an agreement with Liberty, pursuant to which Liberty agreed to invest $300 million for all of the Class A membership interests of ASO Holdings Company LLC, the parent of Arizona Solar, giving Liberty the right to receive 61.20% of ASO Holdings Company LLC's taxable losses and distributions until such time as Liberty reaches a certain rate of return, or the Flip Date. Given that Solana has not performed as expected, Liberty will require additional distributions in order to reach the agreed rate of return. The distributions in the upcoming years will depend on the performance of Solana and we expect them to go mostly or entirely to Liberty. After the Flip Date, Liberty will be entitled to receive 22.60% of taxable losses and distributions. In 2017, we agreed with Liberty to increase their information rights and their participation in decisions with respect to Arizona Solar. All figures in this annual report take into account Liberty's share of dividends. We indirectly own 100% of the Class B membership interests in ASO Holdings Company LLC. In addition, we signed an option to acquire, until April 30, 2020, Liberty's equity interest in Solana for approximately $300 million. According to the contract signed, final price includes a performance earn-out based on the average annual net production of the asset for the four calendar years with the highest annual net production during the five calendar years of 2020 through 2024. We expect to initially finance the acquisition with available liquidity, proceeds of a bridge financing currently under negotiation and potential project debt refinancing in Spain.

Mojave

Overview. The Mojave Solar Project, or Mojave, is a 250 MW net (280 MW gross) solar electric generation facility wholly-owned by us located in San Bernardino County, California, approximately 100 miles northeast of Los Angeles. Mojave completed construction and reached COD on December 1, 2014. Mojave Solar LLC, or Mojave Solar, owns the Mojave project.

Mojave relies on a conventional parabolic trough solar power system to generate electricity and is similar to Solana with respect to technology and general design. The main difference between Solana and Mojave is that Mojave does not have a molten salt storage system, as the off-taker did not require one.

PPA. Mojave has a 25-year, fixed-price PPA with Pacific Gas & Electric Company, or PG&E, for 100% of the output of Mojave. The PPA began on COD. The PPA provides for the sale of electricity at a fixed base price with seasonal adjustments and adjustments for time of delivery. Mojave Solar can deliver and receive payment for at least 110% of contracted capacity under the PPA.

On January 29, 2019, PG&E, the off-taker for Atlantica Yield with respect to the Mojave plant, filed for reorganization under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of California. See "Item 3.D—Risk Factors— Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate."

O&M. ASI Operations, a former wholly-owned subsidiary of Abengoa, used to provide O&M services for Solana, focused exclusively on providing personnel. On July 30, 2019, Atlantica signed an agreement with Abengoa to acquire ASI Operations, the company that performs the operation and maintenance services for our U.S. solar assets, for a price of approximately $6 million. ASI Operations, provides O&M services for Solana, focused exclusively on providing personnel. Payments to third-party suppliers are made directly by Arizona Solar. With this acquisition, we reduced our dependence on Abengoa as an O&M supplier and expect to achieve cost reductions.

Project Level Financing. Mojave Solar executed a loan guarantee agreement with the DOE on September 12, 2011, to provide a loan guarantee in connection with a two-tranche FFB loan of approximately $1,202 million. The short-term tranche has been repaid. The long-term tranche is payable over a 25-year term with the cash generated by the project. The principal balance of this tranche was $698 million as of December 31, 2019. The FFB loan has an average fixed interest rate of 2.75% and each disbursement is linked to the U.S. Treasury bond with the maturity of that disbursement. Since PG&E failed to assume the PPA within 180 days from the commencement of PG&E's Chapter 11 proceeding, a technical event of default was triggered under our Mojave project finance agreement in July 2019. However, PG&E has continued to be in compliance with the remaining terms and conditions of the PPA, including with all payment terms of the PPA up through the date hereof with the exception of services for prepetition services that became due and payable after the chapter 11 filing. See "Item 3.D—Risk Factors— Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate."

The financing arrangement permits dividend distributions on a semi-annual basis after the first principal repayment of the long-term tranche, as long as the debt service coverage ratio for the previous four fiscal quarters is at least 1.20x and the projected debt service coverage ratio for the next four fiscal quarters is at least 1.20x. As a result of the PG&E Chapter 11, a technical event of default was triggered under our Mojave project finance agreement in July 2019 and the asset was not able to make distributions in 2019. Until the technical event of default is cured or waived, distributions may not be made during the pendency of the bankruptcy.

Solaben 2/3

Overview. The Solaben 2 and Solaben 3 projects are two 50 MW solar power plants located in the municipality of Logrosan, Spain. Solaben 2 reached COD in 2012 and Solaben 3 reached COD in 2012. Solaben 2/3 each rely on a conventional parabolic trough solar power system to generate electricity. The technology is similar to the technology used in other solar power plants that we own in the United States and in other locations in Spain. Solaben 2/3 benefits from the tax accelerated depreciation regime established by the Spanish Corporate Income Tax Act.

Regulation. Renewable energy projects in Spain sell the power they produce into the wholesale electricity market and receive additional payments from the Comision Nacional de los Mercados y de la Competencia, or CNMC, the Spanish state-owned regulator.

Solar power plants receive, in addition to the revenues from the sale of electricity in the market, two monthly payments. These payments consist of: (i) a fixed monthly payment based on installed capacity, and (ii) a variable payment based on net electricity produced. There is a maximum number of production hours per year beyond which no variable payment is received. The regulation also includes a minimum number of yearly hours of generation, under which the plant would receive no regulated payments for that year and another higher threshold below which regulated payments would be reduced for a certain year. Those numbers are 35.0% and 60.0% of the maximum yearly hours, respectively. We expect that a plant would fail to achieve these thresholds only in cases of major breakdowns. See “—Regulation—Regulation in Spain.”

Spain has senior unsecured credit ratings of A from S&P, Baa1 from Moody’s and A- from Fitch.

O&M. ASE, an Abengoa’s subsidiary, is the contractor for O&M services at Solaben 2/3. ASE has agreed to operate the facility in accordance with prudent industry practices, ensure compliance with all applicable government and agency permits, licenses and approvals, and feed-in tariff terms, and to assist Solaben 2/3 in connection with the procurement of all necessary support and ancillary services. Each O&M agreement is an all-in contract that we could terminate every third year starting in December 2015.

Project Level Financing. On December 16, 2010, Solaben 2 and Solaben 3 each entered into a 20-year loan agreement with a syndicate of banks formed by the MUFG, Mizuho, HSBC and Sumitomo Mitsui Banking Corporation. The loan for Solaben 2 was for €169.3 million and the loan for Solaben 3 was for €171.5 million. The banks providing these loans obtained commercial and political risk insurance from Nippon Export and Investment Insurance, which allowed for lower financing costs. The interest rate for each loan is a floating rate based on six-month EURIBOR plus a margin of 1.5%. We initially hedged 80% of our EURIBOR exposure with the same banks providing the financing. The hedge was structured 50% through a swap set at approximately 3.7% and 50% through a cap with a 3.75% strike. In November 2013, Solaben 2/3 hedged the remaining 20% exposure through a cap with a 0.75% strike through 2017. Furthermore, in 2017, we contracted additional caps with a 1% strike covering 19.1% of the principal of Solaben 2 and 20% of the principal of Solaben 3. Both caps hedge the interest rate from the middle of 2017 through 2025.

The outstanding amount of these loans as of December 31, 2019 was €121 million for Solaben 2 and €124 million for Solaben 3.

The financing arrangements permit cash distribution to shareholders twice per year if the debt service coverage ratio is at least 1.10x.

Partnerships. Itochu Corporation, a Japanese trading company, holds a 30% stake in the economic rights of each of Solaben 2 and Solaben 3.

Solacor 1/2

Overview. The Solacor 1/2 project is a 100 MW solar power complex located in the municipality of El Carpio, Spain. COD was reached in February 2012 for Solacor 1 and in March 2012 for Solacor 2. Solacor 1/2 relies on a conventional parabolic trough solar power system to generate electricity. The technology is similar to the technology used in other solar power plants that we own in other locations in Spain. Solacor 1/2 benefits from the tax accelerated depreciation regime established by the Spanish Corporate Income Tax Act.

Regulation. Renewable energy projects in Spain sell the power they produce into the wholesale electricity market and receive additional payments from CNMC. See Solaben 2/3 above and "—Regulation—Regulation in Spain."

Spain has senior unsecured credit ratings of A from S&P, Baa1 from Moody's and A- from Fitch.

O&M. ASE is the contractor for O&M services at Solacor 1/2. ASE has agreed to operate the facility in accordance with prudent utility practices, ensure compliance with all applicable government and agency permits, licenses and approvals, and feed-in tariff terms, and to assist Solacor 1/2 in connection with the procurement of all necessary support and ancillary services. Each O&M agreement is an all-in contract that we could terminate every third year starting in December 2015.

Project Level Financing. On August 6, 2010, Solacor 1/2 entered into 20-year loan agreements with a syndicate of banks formed by BNP Paribas, Mizuho, HSBC and SMBC. The loans for Solacor 1/2 totaled €353 million. The banks providing these loans obtained commercial and political risk insurance from Nippon Export and Investment Insurance, which allowed for lower financing costs. The interest rate for the loans is a floating rate based on six-month EURIBOR plus a margin of 1.5%. We initially hedged 82% of our EURIBOR exposure on with the same banks providing the financing. The hedge was structured 54% through a swap set at approximately 3.20% and 28% through a cap with a 3.25% strike. Furthermore, in 2017, we contracted additional caps with a 1% strike covering 19.3% of the principal of Solacor 1 and 18.2% of the principal of Solacor 2. Both caps hedge the interest rate through 2025. The total outstanding amount of these loans as of December 31, 2019 was €243 million.

These financing arrangements permit cash distribution to shareholders twice per year if the debt service coverage ratio is at least 1.10x.

Partnerships. JGC Corporation, a Japanese engineering company, holds a 13% stake in the economic rights in Solacor 1/2.

PS10/20

Overview. PS10/20 is a 31 MW solar power complex wholly owned by us located in the municipality of Sanlucar la Mayor, Spain. PS10 reached COD in March 2007 and PS20 reached COD in May 2009.

Regulation. Renewable energy projects in Spain sell the power they produce into the wholesale electricity market and receive additional payments from CNMC. See Solaben 2/3 above and "Regulation—Regulation in Spain."

Spain has senior unsecured credit ratings of A from S&P, Baa1 from Moody's and A- from Fitch.

O&M. ASE is the contractor for O&M services at PS10/20. ASE has agreed to operate the facility in accordance with prudent utility practices, ensure compliance with all applicable government and agency permits, licenses and approvals, and feed-in tariff terms, and to assist PS10/20 in connection with the procurement of all necessary support and ancillary services. Each O&M agreement is a 21-year all-in contract that expires on the 21st anniversary of COD.

Project Level Financing. On November 17, 2006, PS10 entered into a 21.5-year loan agreement with a syndicate of banks formed by Bankia and Natixis. On June 14, 2007, the loan agreement entered into a novation in order to include in the syndicate of banks the European Investment Bank and Caja de Ahorros del Mediterraneo, which was later acquired by Banco Sabadell, S.A. The loan was for €43.4 million. The interest rate for the loan is a floating rate based on six-month EURIBOR plus a margin of 1.0% to 1.10% (depending on the level of the debt service coverage ratio). We hedged 100% of our EURIBOR exposure with the same banks providing the financing. The hedge was structured 30% through a swap set at approximately 4.07% and 70% through a cap with a 4.25% strike. Furthermore, in 2017, we contracted an additional cap with a 1% strike covering 35.0% of the principal of PS10 through 2025. The outstanding amount of this loan as of December 31, 2019 was €23 million.

PS20 entered into a 24.5-year loan agreement with a syndicate of banks formed by Bankia and Natixis Banques Populaires, Spanish Branch on November 17, 2006. On June 14, 2007, the loan agreement was entered into a novation in order to include in the syndicate of banks the European Investment Bank and Caja de Ahorros del Mediterraneo, which was later acquired by Banco Sabadell, S.A. The loan was for €94.6 million. The interest rate for the loan is a floating rate based on six-month EURIBOR plus a margin of 1.0% to 1.10% (depending on the level of the debt service coverage ratio). We initially hedged 100% of our EURIBOR exposure with the same banks providing the financing. The hedge was structured 30% through a swap set at approximately 4.07% and 70% through a cap with a 4.5% strike. Furthermore, in 2017, we contracted additional caps with a 1% strike covering 35.0% of the principal of PS20 through 2025. The outstanding amount of this loan as of December 31, 2019 was €58 million.

These financing arrangements permit cash distribution to shareholders once per year if the debt service coverage ratio is at least 1.10x.

Helios 1/2

Overview. The Helios 1/2 project is a 100 MW solar power facility wholly owned by us located in the municipality of Arenas de San Juan, Puerto Lapice and Villarta de San Juan, Spain. Helios 1 and Helios 2 reached COD in 2012. Helios 1/2 relies on a conventional parabolic trough concentrating solar power system to generate electricity. This technology is similar to the technology used in other solar power plants that we own in other locations in Spain. Helios 1/2 benefits from the tax accelerated depreciation regime established by the Spanish Corporate Income Tax Act.

Regulation. Renewable energy projects in Spain sell the power they produce into the wholesale electricity market and receive additional payments from CNMC. See Solaben 2/3 above and “—Regulation—Regulation in Spain.”

Spain has senior unsecured credit ratings of A from S&P, Baa1 from Moody’s and A- from Fitch.

O&M. ASE is the contractor for O&M services at Helios 1/2. ASE has agreed to operate the facility in accordance with prudent utility practices, ensure compliance with all applicable government and agency permits, licenses and approvals, and feed-in tariff terms, as well as to assist Helios 1/2 in connection with the procurement of all necessary support and ancillary services. The O&M agreement is an all-in contract that expires on the 25th anniversary of the COD.

Project Level Financing. On May 17, 2018 we refinanced Helios 1/2 as expected in our financial plan.

The new project finances are two mini-perm loan agreements for a total amount of €292 million for both projects with a syndicate of eight banks formed by Santander S.A., Caixabank S.A., Bankia S.A., ICO, Credit Agricole Corporate, ING Bank N.V., Abanca S.A. and Bankinter S.A. The increase in notional with respect to the previous financing was used to partially cancel the swap in place and pay refinancing costs. The mini-perm structure consists of sculpting semiannual debt service payments using an underlying tenor of 15 years but with a contractual legal maturity in 2027. We expect to refinance Helios 1/2 before 2028. The interest rate for the loans is a floating rate based on six-month EURIBOR plus a margin of: (i) 2.25% until December 2020; (ii) 2.50% from January 2021 until December 2024; (iii) 2.75% from January 2025 until maturity.

The loans are currently 70% hedged with swaps with some of the same banks providing the financing. We have maintained part of the swaps which were previously in place. As a result, 64% of the swap hedged portion is structured through a swap set at approximately 3.85% and 36% through a new swap contracted in 2018 set at approximately 0.89%. Furthermore, in 2017, we contracted additional caps with a 1% strike covering 11% of the principal of both loan agreements through 2025. The outstanding amount of the loans as of December 31, 2019 was €227 million.

The financing agreements of both plants permit cash distributions to shareholders twice per year from 2019 onwards if the debt service coverage ratio is at least 1.15x.

Helioenergy 1/2

Overview. Helioenergy 1/2 is a 100 MW solar power complex wholly owned by us located in Ecija, Spain and reached COD in the second half of 2011. Helioenergy 1/2 relies on a conventional parabolic trough concentrating solar power system to generate electricity. This technology is similar to the technology used in other solar power plants that we own in other locations in Spain. Helioenergy 1/2 benefits from the tax accelerated depreciation regime established by the Spanish Corporate Income Tax Act.

Regulation. Renewable energy projects in Spain sell the power they produce into the wholesale electricity market and receive additional payments from CNMC. See Solaben 2/3 above and “—Regulation—Regulation in Spain.”

Spain has senior unsecured credit ratings of A from S&P, Baa1 from Moody’s and A- from Fitch.

O&M. ASE is the O&M services contractor for Helioenergy 1/2. ASE agreed to operate the facility in accordance with prudent utility practices, ensure compliance with all applicable government and agency permits, licenses and approvals, and feed-in tariff terms, as well as to assist Helioenergy 1/2 in connection with the procurement of all necessary support and ancillary services. The O&M agreement is an all-in contract that expires on the 20th anniversary of the COD.

Project Level Financing. On June 26, 2018 we refinanced Helioenergy 1/2 as part of our financial plan, for the same amount that was outstanding as of the date of the refinancing. On June 26, 2018, Helioenergy 1 entered into a 15-year loan agreement of €108.9 million and Helioenergy 2 entered into a 15-year loan agreement of €109.6 million with a syndicate of banks consisting, in both agreements, of Banco Santander, S.A., CaixaBank, S.A., Bankia, S.A., Credit Agricole Corporate and Investment Bank, S.A., Bankinter, S.A., Unicaja Banco, S.A. and ING Bank, N.V., Spanish Branch and the investment firm Rivage Investment. The interest rate for the loans is a floating rate based on six-month EURIBOR plus a margin of 2.25% until December 2025 and 2.50% until maturity. Debt service is sculpted according to the specific characteristics of the project. In addition, each of the two projects entered into a 17-year, fully amortizing loan agreement with an institutional investor for a €22.5 million (€45 million in total) with a fixed interest rate of 4.37%.

We have maintained the original swap which hedged the previous financing. As a result, the banking tranche is 97% hedged through a swap set at approximately 3.8% strike. In addition, we have the remaining 3% hedged through a cap with a 1% strike. The outstanding amount of these loans as of December 31, 2019 was €221 million.

The financing arrangements permit cash distributions to shareholders semi-annually year based on a debt service coverage ratio of at least 1.15x.

Solnova 1/3/4

Overview. The Solnova 1/3/4 project is a 150 MW solar power facility wholly owned by us located in the municipality of Sanlucar la Mayor, Spain. Solnova 1 and Solnova 3 projects reached COD in the second quarter of 2010 and Solnova 4 reached COD in the third quarter of 2010. Solnova 1/3/4 relies on a conventional parabolic trough concentrating solar power system to generate electricity. This technology is similar to the technology used in other solar power plants that we own in other locations in Spain. Solnova 1/3/4 benefits from the tax accelerated depreciation regime established by the Spanish Corporate Income Tax Act.

Regulation. Renewable energy projects in Spain sell the power they produce into the wholesale electricity market and receive additional payments from CNMC. See Solaben 2/3 above and “—Regulation—Regulation in Spain.”

Spain has senior unsecured credit ratings of A from S&P, Baa1 from Moody’s and A- from Fitch.

O&M. ASE is the O&M services contractor for Solnova Solar Platform. ASE has agreed to operate the facility in accordance with prudent utility practices, ensure compliance with all applicable government and agency permits, licenses and approvals, and feed-in tariff terms, as well as to assist Solnova in connection with the procurement of all necessary support and ancillary services. The O&M agreement is a 25-year, all-in contract that expires on the 25th anniversary of COD.

Project Level Financing. On December 18, 2007, Solnova 1 entered into a 22-year loan agreement for €233.4 million with a syndicate of banks including Societe Generale, Santander, Credit Agricole CIB, Natixis, Banco Sabadell (Sabadell and Dexia), Credit Industriel et Commercial, Kfw IPEX-Bank, IKB Deutsche Industriebank, SMBC, Caixa Bank, DEPFA Bank, Landesbank Baden-Wurttemberg and BEI. The interest rate for the loan is a floating rate based on six-month EURIBOR plus a margin in the range of 1.15% up to 1.25%, depending on the debt services coverage ratio. We initially hedged 80% of our EURIBOR exposure with the same banks providing the financing. The hedge was structured 100% through a swap set at approximately 4.76% strike. Furthermore, in 2017, we contracted an additional cap with a 1% strike covering 20% of the principal of Solnova 1 through 2025.

On January 15, 2008, Solnova 3 entered into a 22-year loan agreement for €227.5 million with a syndicate of banks including Societe Generale, Santander, Credit Agricole CIB, Natixis, Banco Sabadell, Credit Industriel et Commercial, Kfw IPEX-Bank, IKB Deutsche Industriebank, SMBC, Caixa Bank, DEPFA Bank, Landesbank Baden-Wurttemberg and BEI. The interest rate for the loan is a floating rate based on six-month EURIBOR plus a margin in the range from 1.15% up to 1.25%, depending on the debt services coverage ratio. The EURIBOR exposure was initially 80% hedged with the same banks providing the financing. The hedge is structured 30% through a swap set at approximately 4.34% cost and 70% through a cap at approximately 4.65%. In 2017 and 2018, we partially replaced the original cap with an additional cap contracted with a 1% strike covering approximately 77% of the principal of Solnova 3 from the middle of 2017 through 2025.

On August 5, 2008, Solnova 4 entered into a 22-year loan agreement for €217.1 million with a syndicate of banks including Santander, Bankia, Credit Agricole CIB, Banco Sabadell (Sabadell y Dexia), ING Belgium, Kfw IPEX-Bank, Landesbank Baden-Wurttemberg, Natixis, Societe Generale and UBI Banca. The interest rate for the loan is a floating rate based on six-month EURIBOR plus a margin in the range from 1.50% up to 1.60%, depending on the debt services coverage ratio. The EURIBOR exposure was initially 83% hedged with the same banks providing the financing. The hedge was structured 100% through a swap set at approximately 4.87% strike. Furthermore, in 2017 and 2018, we contracted additional cap hedging with a 1% strike covering 17% of the principal of Solnova 4 from the middle 2017 through 2025.

As of December 31, 2019, the outstanding amount of these loans was €450 million.

The financing arrangements of the three plants permit cash distributions to shareholders once per year if the debt service coverage ratio is at least 1.15x.

Solaben 1/6

Overview. Solaben 1/6 is a 100 MW solar power facility wholly owned by us located in the municipality of Logrosan, Spain. Solaben 1/6 reached COD in the third quarter of 2013. Solaben 1/6 relies on a conventional parabolic trough concentrating solar power system to generate electricity. This technology is similar to the technology used in other solar power plants that we own in other locations in Spain. Solaben 1/6 benefits from the tax accelerated depreciation regime established by the Spanish Corporate Income Tax Act.

Regulation. Renewable energy projects in Spain sell the power they produce into the wholesale electricity market and receive additional payments from CNMC. See Solaben 2/3 above and “—Regulation—Regulation in Spain.”

Spain has senior unsecured credit ratings of A from S&P, Baa1 from Moody’s and A- from Fitch.

O&M. ASE is the O&M services contractor for Solaben 1/6. ASE has agreed to operate the facility in accordance with prudent utility practices, ensure compliance with all applicable government and agency permits, licenses and approvals, and feed-in tariff terms, as well as to assist Solaben 1/6 in connection with the procurement of all necessary support and ancillary services. Each O&M agreement is a 25-year, all-in contract that expires on the 25th anniversary of the COD.

Project Level Financing. On September 30, 2015, Solaben Luxembourg S.A., a holding company of the two project companies, issued a project bond for €285 million. The bonds mature in December 2034. The bonds have a coupon of 3.758% and interest are payable in semi-annual instalments on June 30 and December 31 of each year. The principal of the bonds is amortized over the life of the bonds. The bonds permit dividend distributions semi-annually until September 30, 2019 and annually after September 30, 2019. The debt service coverage ratio must be at least 1.30x until December 31, 2018, and 1.40x after January 1, 2019.

The outstanding amount of the project bonds as of December 31, 2019 was €214 million.

Seville PV

Overview. Seville PV is a 1 MW photovoltaic farm located alongside PS 10/20 and Solnova 1/3/4, in Sanlucar La Mayor, Spain.

Regulation. Seville PV is subject to the same regulations as our other solar facilities in Spain except that it has a regulatory life of 30 years. See “—Regulation—Regulation in Spain.” Spain has senior unsecured credit ratings of A from S&P, Baa1 from Moody’s and A- from Fitch.

O&M. Seville PV has an O&M agreement in place with Prodiel.

Project Level Financing. Seville PV does not have any project level financing.

Kaxu

Overview. Kaxu Solar One Solar, or Kaxu, is a 100 MW net solar conventional parabolic trough project with a molten salt thermal energy storage system and is located in Pofadder, Northern Cape Province, South Africa. We, through ABY Solar South Africa (Pty) Ltd, own 51% of the Kaxu project. The project company, Kaxu Solar One (Pty) Ltd., is currently owned by: us (51%), Industrial Development Corporation of South Africa (29%) and Kaxu Community Trust (20%). The project reached COD in January 2015.

Kaxu relies on a conventional parabolic trough solar power system to generate electricity. This technology is similar to the technology used in solar power plants that we own in Spain.

PPA. Kaxu has a 20-year PPA with Eskom, under a take–or-pay contract for the purchase of electricity up to the contracted capacity from the facility. The PPA expires in February 2035. Eskom purchases all the output of the Kaxu plant under a fixed-price formula in South African Rand subject to indexation to local inflation.

Eskom is a state-owned, limited liability company, wholly owned by the government of the Republic of South Africa. Eskom's payment guarantees are underwritten by the South African Department of Energy, under the terms of an implementation agreement. Eskom's credit ratings are currently CCC+ from S&P, B3 from Moody's and BB- from Fitch. The Republic of South Africa's credit ratings are currently BB from S&P, Baa3 from Moody's and BB+ from Fitch.

In addition, in 2019 we entered into a political risk insurance agreement with the Multinational Investment Guarantee Agency for Kaxu. The insurance provides protection for breach of contract up to $98.6 million in the event the South African Department of Energy does not comply with its obligations as guarantor. This insurance policy does not cover credit risk.

EPC Agreement. Certain Abengoa subsidiaries carried out the construction of Kaxu under an arm's-length, fixed-price and date-certain engineering, procurement and construction contract. In December 2016, two water pumps failed, temporarily limiting the plant's production until repaired. During 2017, we carried out repairs on the water pumps and the heat exchangers in the storage system. The insurance claim for repairs and loss of production of the water pumps was collected in the second quarter of 2017.

In Kaxu, the EPC contract provided a performance guarantee of 12 consecutive and uninterrupted months within the initial 24-month period, for the benefit of the project company and the financing parties. In Kaxu, we reached an agreement with Abengoa as EPC supplier and the lenders under the project financing agreement to extend the production guarantee until October 2018. In the extended period, Kaxu reached the main target production parameters but not all of them, which resulted in obligations and guarantees of approximately $2 million. Kaxu's dividend distributions to the holding company level are subject to a number of conditions, including the asset reaching formal completion and Abengoa fulfilling the previous obligations as EPC supplier. In exchange for that extension, Abengoa agreed to perform certain technical improvements in the heat exchangers and provided an approximately $15 million letter of credit to guarantee the correct performance of those heat exchangers in the upcoming 5 years.

O&M. Kaxu entered into an O&M agreement with Kaxu CSP O&M Company, a company owned by a subsidiary of Abengoa Solar (92%) and Kaxu Black Employee Trust, (8%) for the operation and maintenance of the project. The O&M agreement is for a period of 20 years from COD (expiring in 2035). The operator operates the facility in accordance with prudent utility practices, to ensure compliance with all applicable government and agency permits, licenses, approvals and PPA terms, and to assist Kaxu with the procurement of necessary support and ancillary services.

Project Level Financing. Kaxu entered into a long-term financing agreement with a lenders' group including Nedbank and RMB, Industrial Development Corporation of South Africa and Development Bank of Southern Africa, and the International Finance Corporation for a total approximate amount of ZAR 5,860.0 million. The loan consists of senior and subordinated long-term loans payable in South African rand over an 18-year term with the cash generated by the project. The interest rate exposure was initially 100% hedged through a swap with the same banks providing the financing, and the coverage progressively reduces over the life of the loan with a current effective annual interest rate of approximately 11%.

As of December 31, 2019, the outstanding amount of these loans was ZAR 5,381 million, or approximately $384 million.

The financing arrangement permits dividend distributions on a semi-annual basis after the first repayment of debt has occurred, as long as the historical and projected debt service coverage ratios are at least 1.2x. In 2018, although Kaxu's debt coverage reached the minimum threshold, distributions were delayed as a consequence of the planned finalization of the guarantee period in late 2018. In 2019, Kaxu made distributions after obtaining bank approvals, since the asset has not fulfilled all bank requirements to reach financial completion, which is expected to be obtained in the upcoming months.

Palmatir

Overview. Palmatir is an on-shore wind farm facility wholly owned by us, in Uruguay with nominal installed capacity of 50 MW. Palmatir has 25 wind turbines and each turbine has a nominal capacity of 2 MW. Palmatir reached COD in May 2014.

The wind farm is located in Tacuarembo, 170 miles north of the city of Montevideo. Gamesa, a global leader in the manufacture and maintenance of wind turbines, supplied the turbines through its U.S. subsidiary.

PPA. Palmatir signed a PPA with UTE on September 14, 2011 for 100% of the electricity produced. UTE pays a fixed tariff under the PPA, which is denominated in U.S. dollars and will be partially adjusted in January of each year based on a formula referring to U.S. CPI, the Uruguay's Indice de Precios al Productor de Productos Nacionales and the applicable UYU/U.S. dollars exchange rate.

UTE is unrated, and Uruguay has senior unsecured credit ratings of BBB from S&P, Baa2 from Moody's and BBB- from Fitch.

O&M. In the second half of 2019, we internalized the operation activities of Palmatir, previously provided by Operacion y Mantenimiento Uruguay S.A. (formerly Omega), a subsidiary of Abengoa. We have a turbine O&M agreement with Siemens Gamesa that covers scheduled and unscheduled turbine maintenance, a supply of spare parts, wind farm monitoring and reporting services.

Project Level Financing. On April 11, 2013, Palmatir entered into a financing agreement for a 20-year loan in two tranches in connection with the project. The first tranche is a $73 million loan from the U.S. Export Import Bank with a fixed interest rate of 3.11%. The second tranche is a $40 million loan from the Inter-American Development Bank with a floating interest rate of six-month U.S. LIBOR plus 4.125%. The U.S. LIBOR exposure was 80% hedged with a swap at a rate of 2.22% with the financing bank. The combined principal balance of both tranches as of December 31, 2019 was $87 million.

Cash distributions are permissible annually subject to a historical debt service coverage ratio for the previous twelve-month period of at least 1.25x and a projected debt service coverage ratio of at least 1.30x for the following twelve-month period

Cadonal

Overview. Cadonal is an on-shore wind farm facility wholly owned by us, located in Uruguay with nominal installed capacity of 50 MW. Cadonal has 25 wind turbines of 2 MW each. Cadonal reached COD in December 2014.

The wind farm is located in Flores, 105 miles north of the city of Montevideo. Gamesa supplied the turbines.

PPA. Cadonal signed a PPA with UTE on December 28, 2012, for 100% of the electricity produced. UTE pays a fixed tariff under the PPA, which is denominated in U.S. dollars and is partially adjusted every January based on a formula referring to U.S. CPI, the Uruguay's Indice de Precios al Productor de Productos Nacionales and the applicable UYU/U.S. dollars exchange rate.

UTE is unrated, and Uruguay has senior unsecured credit ratings of BBB from S&P, Baa2 from Moody's and BBB- from Fitch.

O&M. In the second half of 2019, we internalized the operation activities of Cadonal, previously provided by Operacion y Mantenimiento Uruguay S.A. (formerly Omega), a subsidiary of Abengoa. We have a turbine O&M agreement with Siemens Gamesa that covers scheduled and unscheduled turbine maintenance, a supply of spare parts, wind farm monitoring and reporting services.

Project Level Financing. On September 15, 2014, Cadonal entered into an A/B loan agreement and a subordinated debt tranche. The A tranche, with a tenor of 19.5 years, is a $40.5 million loan from Corporacion Andina de Fomento ("CAF"), with a floating interest rate of six-month U.S. LIBOR plus 3.9% for as long as CAF has access to funding from BankBankengruppe Kreditanstalt fur Wiederaufbau, or KfW, through its program for the development of certain climate-relevant projects. An interest rate swap was arranged in order to mitigate interest rate risk for the tranche A, covering the 70% of the interests through a swap set at approximately 3.29% strike. The tranche B is a $40.5 million loan from DNB Bank with a floating interest rate of six-month U.S. LIBOR plus 3.65% for as long as CAF has access to funding from KfW, with a tenor of 17.5 years. The U.S. LIBOR exposure on the tranche B loan was approximately 70% hedged through swap set at approximately 3.16% strike. The subordinated debt tranche provided by CAF in the amount of $9.1 million, with a tenor of 19.5 years and a floating interest rate of six-month U.S. LIBOR plus 6.5%. The combined principal balance of these loans as of December 31, 2019 was $78 million.

Cash distributions are permissible semi-annually subject to a historical senior debt service coverage ratio for the previous twelve-month period of at least 1.20x, a total debt service coverage ratio of at least 1.10x and a projected senior debt service coverage ratio for the following twelve-month period of at least 1.10x, except in the case of the first distribution, in which case the projected senior debt service coverage ratio for the following twelve-month period must be at least 1.20x, the projected total debt service coverage for the following twelve-month period must be at least 1.10x, and both the historical senior debt coverage ratio and the historical total debt coverage ratio must be confirmed by the auditors. As of December 31, 2019, Cadonal did not meet the minimum ratio for distributions nor the minimum ratio required by the project finance lenders. We obtained a waiver from the lenders prior to December 31, 2019.

Melowind

Overview. Melowind is an on-shore wind farm facility wholly owned by us, located in Uruguay with nominal installed capacity of 50 MW. Melowind has 20 wind turbines, each with a capacity of 2.5 MW. The asset reached COD in November 2015.

The wind farm is located in Cerro Largo, 200 miles north of the city of Montevideo. Nordex supplied the turbines.

PPA. Melowind signed a PPA with UTE in 2015, for 100% of the electricity produced. UTE pays a fixed tariff under the PPA, which is denominated in U.S. dollars and is partially adjusted every year based on a formula referring to U.S. CPI, the Uruguay’s Indice de Precios al Productor de Productos Nacionales and the applicable Uruguayan Peso and U.S. dollars exchange rate.

UTE is unrated and Uruguay has senior unsecured credit ratings of BBB from S&P, Baa2 from Moody’s and BBB- from Fitch.

O&M. Melowind signed an agreement with Nordex, covering the maintenance tasks of the wind turbines. The scope of works of this agreement includes operation, scheduled and unscheduled maintenance. In addition, Melowind signed an O&M agreement with Ingener covering the maintenance tasks of the civil works and electrical infrastructure.

Project Level Financing. On December 13, 2018, Melowind entered into a financing agreement with Banco Santander payable over a period of 16 years. The financing consists of a $76 million loan, a $4.6 million revolving debt service reserve facility an additional $1.1million for the issuance of guarantees. The interest rate is a floating rate based on six-month LIBOR plus a margin of 2.25% until December 2021, 2.5% from January 2022 to December 2024, 2.75% from January 2025 to December 2027 and 3.0% from January 2028 to December 2034. The LIBOR exposure was 75% hedged with a swap at a rate of 3.26% with the financing bank. As of December 31, 2019, the outstanding amount of the loan was $75 million.

Cash distributions are permissible semi-annually subject, among other things, to a historical debt service coverage ratio for the previous twelve-month period of at least 1.15x.

Mini-hydro Peru

Overview. Mini-hydro Peru is a 4 MW mini-hydroelectric power plant located approximately 99 miles from Lima, Peru which was acquired on February 28, 2018. The plant reached COD in April 2012.

Concession Agreement. It has a 20-year fixed-price concession agreement denominated in U.S. dollars with the Ministry of Energy of Peru and the price is adjusted annually in accordance with the U.S. Consumer Price Index.

Peru has a long-term credit rating of BBB+ from S&P, A3 from Moody’s and BBB+ from Fitch.

O&M. The operation and maintenance service is performed internally.

Project Level Financing. The asset has a 17-year, non-recourse project financing with Inter-American Investment Corporation. As of December 31, 2019, the outstanding amount on the loan was $5 million.

Efficient Natural Gas

The following table provides an overview of our efficient natural gas assets:

Assets	Type	Ownership	Location	Currency	Capacity (Gross)	off-taker	Counterparty Credit Rating(1)	COD	Contract Years Left
ACT	Efficient Natural Gas	99.99%(2)	Mexico	USD(3)	300 MW	Pemex	BBB+/ Baa3/ BB+	2013	13
Monterrey	Efficient Natural Gas	30%	Mexico	USD	142 MW	Industrial Customers	Not rated	2018	19

Notes:—

(1) Reflects the counterparty's issuer credit ratings issued by S&P, Moody's and Fitch.
(2) One share is owned by Abengoa México, S.A. de C.V. and 1 share is owned by Abener Energía, S.A., both wholly owned by Abengoa.
(3) Payable in Mexican pesos.

ACT

Overview. ACT is a gas-fired cogeneration facility 99.9% owned by us located inside the Nuevo Pemex Gas Processing Facility near the city of Villahermosa in the State of Tabasco, Mexico. It has a rated capacity of approximately 300 MW and between 550 and 800 metric tons per hour of steam. ACT reached COD on April 1, 2013. ACT Energy Mexico, S. de R.L. de C.V., or ACT Energy Mexico, owns ACT.

The ACT plant uses mature and proven gas combustion turbines and heat recovery technology. Specifically, the ACT plant utilizes two GE Power & Water "F" technology natural gas-fired combustion turbines and two Cerrey, S.A. de C.V., or Cerrey, heat recovery steam generators.

Conversion Services Agreement. On September 18, 2009, ACT entered into the Pemex CSA, with Pemex, under which ACT is required to sell all of the plant's thermal and electrical output to Pemex. The Pemex CSA has an initial term of 19 years from the in-service date and will expire on March 31, 2033. The parties may mutually extend the Pemex CSA for an additional 20-year period. The Pemex CSA requires Pemex to supply the facility, free of charge, with the fuel and water necessary to operate ACT, and the latter has to produce electrical energy and steam requested by Pemex based on the expected levels of efficiency. The Pemex CSA is denominated in U.S. dollars. The price is fixed and will be adjusted annually, part of it according to inflation and part according to a mechanism agreed in the contract that on average over the life of the contract reflects expected inflation.

Pemex has a corporate credit rating of BBB+ by S&P, Baa3 by Moody's and BB+ by Fitch.

O&M. GE International provides services for the maintenance, service and repair of the gas turbines as well as certain equipment, parts, materials, supplies, components, engineering support test services and inspection and repair services. In addition, NAES México, S. de R.L. de C.V. ("NAES"), is responsible for the O&M of the ACT plant. The O&M agreement with NAES expires upon the expiration of the Pemex CSA, although we may cancel it with no penalty at any time. ACT Energy Mexico pays NAES for its reimbursable costs, operating costs and a management fee.

Project Level Financing. On December 19, 2013, ACT Energy Mexico entered into a $680 million senior loan agreement with a syndicate of banks including Banco Santander, Banobras and Credit Agricole Corporate & Investment Bank. Each tranche of the loan is denominated in U.S. dollars. The financing consists of a $333 million of tranche one and a $327 million of tranche two plus an additional $20 million for the issuance of a letter of credit. After the entry of SMBC, EDC, La Caixa, Nafin and Bancomext into the financing in 2014 and subsequent to the first scheduled principal repayment, the first tranche amounted to $205.4 million and the second tranche to $450.0 million, thereby continuing to maintain the same aggregate total amount of $680 million.

The first tranche has a 10-year maturity, the second tranche has an 18-year maturity and the letter of credit may be convertible into additional principal that will be added to the first tranche. The interest rate on each tranche is a floating rate based on the three-month U.S. LIBOR plus a margin of 3.0% until December 2019, 3.5% from January 2020 to December 2024 and 3.75% from January 2025 to December 2031. The senior loan agreement requires ACT Energy Mexico to hedge the interest rate for a minimum amount of 75% of the outstanding debt amount during at least 75% of the debt term. In 2014, ACT closed a swap for an initial notional amount of $493.8 million at a weighted average rate of 3.92%.

The senior loan agreement permits cash distributions to shareholders provided that the debt service coverage ratio is at least 1.20x, or at any time provided that the last four quarters had a debt service coverage ratio of at least 1.20x.

The outstanding amount of these loans as of December 31, 2019 was $529 million.

Partnerships. We own all of the shares of ACT except for two ordinary shares, which represent less than 0.01% of the total capital of ACT and which are owned by wholly owned subsidiaries of Abengoa.

Monterrey

Overview. Monterrey is a 142 MW gas-fired engine facility including 130 MW installed capacity and 12 MW battery capacity. We acquired a 30% stake in Monterrey in August 2019. The asset, located in Mexico, has been in operation since 2018 and represents our first investment in electric batteries.

The power plant is configured with seven 18.6 MW Wärtsilä 18V50SG natural gas internal combustion engines. In addition, the flexible 12 MW/12 MWh battery storage system improves the quality, reliability and allows for on-peak/off-peak arbitrage strategy.

PPA. It has a U.S. dollar-denominated 20-year PPA with two international large corporations engaged in the car manufacturing industry. The PPA also includes price escalation factors. The asset is the sole electricity supplier for the off-takers. In order to provide electricity, the asset also has a 20-year contract for the natural gas transportation from Texas with a U.S. energy company.

The initial capacity to be provided to the off-takers is 100-MW, for which the asset receives a capacity take-or pay payment on top of the payment that it receives in relation to the energy demanded by the off-takers under the PPA terms.The PPA also provides that the off-taker may require additional capacity up to 128-MW.

O&M. Wärtsilä Mexico performs the O&M for Monterrey, including manpower, technical support, online monitoring, maintenance planning, performance guarantees and risk management. The term of the contract is three years from COD. The structure is a cost reimbursement plus operating fee indexed to Mexican CPI, capped at 2.25% per annum.

In addition, the asset has in place a Generator Maintenance Agreement with Wärtsilä Mexico for the seven generators for a period of 15 years from COD or until each generator has reached 101,000 running hours. The structure is a fixed fee plus a variable fee plus a recovery guarantee fee per year and an overhaul fee. In addition, there are performance liquidated damages and a bonus scheme.

Project Level Financing. On June 28, 2018, Pemcorp S.A.P.I. de C.V. (“Pemcorp”), the project company that owns Monterrey, entered into a $111 million term loan agreement with a syndicate of banks including Natixis, Sumitomo Mitsui Banking Corporation and The Korea Development Bank. The loan is denominated in U.S. dollars and matures on June 28, 2023. The interest rate is a floating rate based on the three-month U.S. LIBOR plus a margin of 2.75% with a 0.25% increase after three years. The LIBOR exposure was 75% hedged with a swap rate of 3.02% with the financing bank.

The loan agreement permits cash distributions after the asset reached COD provided that the debt service coverage ratio is at least 1.20x.

Partnerships and ROFO Agreement. Our partner in Monterrey is Arroyo Energy, an independent investment manager focused on power and energy infrastructure assets in the U.S., Mexico and Chile, which currently owns 70% of the asset. We have also entered into a ROFO agreement with Arroyo Energy for the remaining 70% stake in Monterrey, currently owned by them.

Electric Transmission

The following table provides an overview of our electric transmission assets, each of which is operational:

Assets	Type	Ownership	Location	Currency(1)	Capacity (Gross)	off-taker	Counterparty Credit Rating(2)	COD	Contract Years Left
ATN	Transmission Line	100%	Peru	USD	365 miles	Peru	BBB+/A3/ BBB+	2011	21
ATS	Transmission Line	100%	Peru	USD	569 miles	Peru	BBB+/A3/ BBB+	2014	24
AN2	Transmission Line	100%	Peru	USD	81 miles	Minera Las Bambas	Not rated	2015	13
Quadra 1/2	Transmission Line	100%	Chile	USD	49 miles/32 miles	Sierra Gorda	Not rated	2014	15 / 15
Palmucho	Transmission Line	100%	Chile	USD	6 miles	Enel Generacion Chile	BBB+/Baa1/ BBB+	2007	18
Chile TL3	Transmission Line	100%	Chile	USD	50 miles	CNE (National Energy Commision)	A+/A1/ A	1993	Regulated

Notes:—

(1) Certain contracts denominated in U.S. dollars are payable in local currency.
(2) Reflects counterparty's issuer credit ratings issued by S&P, Moody's and Fitch.

ATN

Overview. ATN S.A. or the ATN Project, in Peru is part of the Guaranteed Transmission System and comprises several sections of transmission lines and substations. ATN reached COD in 2011. On December 28, 2018, ATN S.A. completed the acquisition of a 220-kV power substation and two small transmission to connect our line to the Shahuindo (ATN expansion 1) mine located nearby. In October 2019, we also closed the acquisition of ATN Expansion 2.

Concession Agreement. Pursuant to the initial concession agreement, the Peruvian Ministry of Energy, on behalf of the Peruvian Government, granted ATN a concession to construct, develop, own, operate and maintain the ATN Project. The initial concession agreement became effective on May 22, 2008 and will expire 30 years after the COD of Line 1, which was achieved on January 11, 2011.

Pursuant to the initial concession agreement, ATN owns all assets that it has acquired to construct and operate the ATN Project for the duration of the concession. The ownership of these assets will revert to the Peruvian Ministry of Energy upon termination of the initial concession agreement.

The ATN Project has a 30-year, fixed-price tariff base denominated in U.S. dollars that is adjusted annually after the COD for each line in accordance with the U.S. Finished Goods Less Food and Energy Index as published by the U.S. Department of Labor. Our receipt of the tariff base is independent from the effective utilization of the transmission lines and substations related to the ATN Project. The tariff base is intended to provide the ATN Project with consistent and predictable monthly revenues sufficient to cover the ATN Project's operating costs and debt service and to earn an equity return.

In addition, both ATN Expansion 1 and ATN Expansion 2 have 20-year PPAs denominated in US $.

Peru has a long-term credit rating of BBB+ from S&P, A3 from Moody's and BBB+ from Fitch.

O&M. ATN has an O&M agreement with Omega Perú Operación y Mantenimiento S.A., a subsidiary of Abengoa, specialized in O&M services for electric transmission lines across South American countries. This O&M agreement has a 27-year term with a fixed annual price adjusted yearly with the variation of the U.S. Finished Goods Less Food and Energy Index.

Project Level Financing. On September 26, 2013, ATN completed the issue of a project bond in four tranches. To implement the bond issuance, ATN created a trust holding all of the assets and economic rights arising out of the definitive concession agreement. The first tranche has a principal amount of $15 million with a five-year term with quarterly amortization and bears interest at a rate of 3.845% per year. The second tranche has a principal amount of $50 million with a 15-year term with quarterly amortization and bears interest at a rate of 6.15% per year. The second tranche has a five-year grace period for principal repayment. The third tranche has a principal amount of $45 million with a 26-year term and bears interest at a rate of 7.53% per year. The third tranche has a 15-year grace period for principal repayments. The fourth tranche has a principal amount of $10 million with a 15-year term and bears interest at a rate of 6.88% per year. The fourth tranche has a 5-year grace period for principal repayments. As of December 31, 2019, $101 million in aggregate principal amount was outstanding.

Cash distributions are subject to a historical debt service coverage ratio for the last six months of at least 1.10x.

ATS

Overview. ABY Transmisión Sur S.A., or ATS Project, in Peru is part of the Guaranteed Transmission System, and comprises several sections of transmission lines and substations. ATS reached COD on January 17, 2014.

Concession Agreement. The initial concession agreement became effective on July 22, 2010 and will expire 30 years after achieving COD. Pursuant to the initial concession agreement, ATS will own all assets it has acquired to construct and operate the ATS Project for the duration of the concession. These assets will revert to the Peruvian Ministry of Energy upon termination of the initial concession agreement.

The ATS Project has a 30-year, fixed-price tariff base denominated in U.S. dollars and is adjusted annually after the COD in accordance with the U.S. Finished Goods Less Food and Energy Index as published by the U.S. Department of Labor. Our receipt of the tariff base will be independent from the effective utilization of the transmission lines and substations related to the ATS Project. The tariff base is intended to provide the ATS Project with consistent and predictable monthly revenues sufficient to cover the ATS Project's operating costs and debt service and to earn an equity return.

Peru has a long-term credit rating of BBB+ from S&P, A3 from Moody's and BBB+ from Fitch.

O&M. Omega Perú Operación y Mantenimiento S.A., a wholly-owned subsidiary of Abengoa, provides O&M services for the ATS Project. Omega Peru has agreed to operate the facility in accordance with prudent utility practices, ensure compliance with all applicable government and agency permits, licenses, approvals and concession agreement terms. The O&M agreement provides a fixed fee that is adjusted annually on the anniversary of the execution of the O&M agreement to reflect the variation in the U.S. Finished Goods Less Food and Energy Index. The O&M agreement was executed for a five-year term that renews automatically for an additional five-year period until the termination of the initial concession agreement, unless either party exercises its right not to renew the O&M agreement.

Project Level Financing. On April 8, 2014, ATS issued a project bond in one tranche denominated in U.S. dollars. The project bond has a principal amount of $432 million with a 29-year term with semi-annual amortization and bears a fixed interest rate of 6.875%. As of December 31, 2019, $405 million was outstanding.

Cash distributions may be made every six months subject to a trailing historical debt service coverage ratio for the previous two quarters of at least 1.20x.

ATS is 25% owned by ABY Concessions Perú S.A., wholly owned by Atlantica, and 75% owned by ATN, S.A., which is owned by ABY Concessions Perú S.A.

ATN2

Overview. ATN2, wholly owned by us and located in Peru, is part of the Complementary Transmission System, or *Sistema Complementario de Transmision*, or SCT, and consists of the following facilities: (i) the approximately 130km, 220kV line from SE Cotaruse to Las Bambas; (ii) the connection to the gate of Las Bambas Substation and (iii) the expansion of the Cotaruse 220kV substation (works assigned to Consorcio Transmantaro). ATN2 reached COD in June 2015.

Minera Las Bambas is owned by a partnership consisting of a China Minmetals Corporation subsidiary (62.5%), a wholly owned subsidiary of Guoxin International Investment Co. Ltd (22.5%) and CITIC Metal Co. Ltd (15.0%).

The ATN2 Project has an 18-year, fixed-price tariff base denominated in U.S. dollars, partially adjusted annually in accordance with the U.S. Finished Goods Less Food and Energy Index as published by the U.S. Department of Labor. Our receipt of the tariff base is independent from the effective utilization of the transmission lines and substations related to the ATN2 Project.

Maintenance & Monitoring. Omega Peru Operación y Mantenimiento S.A., a wholly-owned subsidiary of Abengoa, provides maintenance and monitoring services for ATN2 under a 6-year term contract that is renewed every six years. Omega Peru has agreed to maintain the facility in accordance with prudent utility practices, ensure compliance with all applicable government and agency permits, licenses, approvals and concession agreement terms.

Project Level Financing. On September 28, 2011, a 15-year loan agreement was executed with Banco de Credito del Peru, or BCP, for a commitment of $50.0 million. On November 24, 2014, a new 15-year tranche was signed with BCP for $31.0 million. On September 26, 2018, we prepaid $24.4 million of U.S. dollar denominated project level debt of ATN2. All debt has a fixed interest rate amounting to 9.1% on a weighted average basis. In November 2019, we reached an agreement with the lenders to extend the tenor by 1.5 years and reduce the cost in a range of 75 to 100 basis points, depending on the tranche. As of December 31, 2019, the outstanding amount of the ATN2 project loan was $58 million. Cash distributions are subject to a debt service coverage ratio of at least 1.15x.

Quadra 1 & Quadra 2

Overview. Transmisora Mejillones, or Quadra 1, is a transmission line project consisting of a 220kV double circuit transmission line that begins at the Encuentro electrical substation that is owned by Transelec and is located in the commune of Maria Elena. Quadra 1 connects to the Sierra Gorda substation owned by Sierra Gorda SCM, a mining company and is located in the commune of Sierra Gorda. The project covers approximately 49 miles.

Transmisora Baquedano, or Quadra 2, is a transmission line project that provides electricity to the seawater pump stations owned by the Sierra Gorda SCM. It consists of a simple circuit 220kV electric transmission line that begins at the Angamos electrical substation owned by EE Cochrane, an electrical company, and is located in the commune of Mejillones. Quadra 2 connects to the PS1 transformer substation. This section of Quadra 2 covers approximately seven miles.

Quadra 1 and Quadra 2 reached COD in 2014.

Concession Agreement. Both projects have concession agreements with the Sierra Gorda SCM mining company, which is owned by Sumitomo Corporation, Sumitomo Metal Mining and KGHM Polska Mietz. The concession agreement is denominated in U.S. dollars and has a 21-year term that began on the COD. The contract price is indexed mainly to the U.S. CPI.

The concession agreement grants in favor of Sierra Gorda a call option over the transmission line, exercisable at any time during the life of the contract. According to the call option, Sierra Gorda is entitled to purchase the transmission line at an agreed price and with a six-month prior written notice.

O&M. Transelec S.A. performs operations services at Quadra 1 until March 2018. After that date, operations will be performed by Enor Chile S.A. under a 10-year contract expiring in 2027. Gas Atacama S.A. is providing operations services at Quadra 2 under a 12-year contract expiring in August 2029. Cobra Chile Servicios S.A. is performing maintenance services at Quadra 1 and Quadra 2 under 6-year contracts expiring in August 2023.

Project Level Financing. On June 27, 2019, we refinanced the project debt of our Chilean assets Palmucho, Chile TL3, Quadra 1 and Quadra 2. The new financing agreement consists of a single loan agreement for Palmucho, Chile TL3, Quadra 1 and Quadra 2 for a total amount of $75 million with a syndicate of local banks formed by Itaú, Banco de Credito del Peru (BCP) and Banco BICE. The new project debt has replaced the previous two independent project loans in Quadra 1 and Quadra 2. The new loan is denominated in U.S. dollars and matures on September 30, 2031, which is a maturity date two years later than the original financing. The new loan has a semi-annual amortization schedule and accrues interest at a variable rate based on the six-month U.S. LIBOR plus 3.60%, which represents a 20-basis point improvement compared to the previous financing. We have cancelled the swaps previously in place and contracted a new interest rate swap at an approximate fixed rate of 2.25% to hedge 75% of the amount nominal during the entire debt term.

The new financing agreement is cross-collateralized jointly between the Chilean assets and permits cash distributions to its parent company twice per year if the combined debt service coverage ratio for the three assets is at least 1.20x.

As of December 31, 2019, $70 million in aggregate principal amount was outstanding in respect of Quadra 1 and Quadra 2.

Palmucho

Overview. Palmucho is a short transmission line in Chile that is approximately 6 miles. It delivers energy generated by the Palmucho Plant, which is owned by Enel Generacion Chile, to the Sistema Eléctrico Nacional (SEN). The Palmucho Plant connects to the number 2 circuit of the 220kV Ralco—Charrua transmission line at the 66/220kV Zona de Caida substation. The Palmucho project has been in operation since October 2007.

Concession Services Agreement. Palmucho has a 14-year concession contract with Enel Generacion Chile, whereby both parties are obliged to enter into a four-year valid toll contract at the end of the term of the concession contract and the valid toll contract will be renewed for three periods of four years each until one of the parties decides not to renew. Enel Generacion Chile operates the Palmucho project and Cobra Chile maintains the project.

Enel Generacion Chile has a senior unsecured credit rating of BBB+ from S&P, Baa2 from Moody's and BBB+ from Fitch.

O&M. Palmucho executed an operation and maintenance agreement with Cobra in February 2017 after terminating a previous agreement.

Project Level Financing. See Project Level Financing section for Quadra 1 and Quadra 2 above.

Chile TL3

Overview. Chile TL3 is a 50-mile 66kV transmission line in operation in Chile.

In addition to supplying power to the Pangue plant, Chile TL3 also supplies electric power to the different communities of the area, including Santa Bárbara, Chile. Chile TL3 reached COD in 1993.

Chile TL3 generates revenues under the current regulation in Chile. The asset has a fixed-price tariff based on the return to the investment and the operating and maintenance costs denominated in U.S. dollars, and it is partially adjusted annually in accordance with the U.S. and Chilean Consumer Price Indexes and currency exchange rates.

Chile has a senior unsecured credit rating of A+ from S&P, A1 from Moody's and A from Fitch.

O&M. Our staff performs operations services at Chile TL3. Cobra Montajes, Servicios y Agua Limitada performs maintenance services at Chile TL3 under a 4-year contracts expiring in 2022.

Project Level Financing. See Project Level Financing section for Quadra 1 and Quadra 2 above.

Water

The following table presents our interests in water assets, each of which is operational:

Assets	Type	Location	Capacity	off-taker	Currency(1)	Counterparty Credit Rating	COD	Contract Years Left
Honaine	Water	Algeria	7 M ft^3/day	Sonatrach/ADE	U.S. dollar	Not rated	2012	18
Skikda	Water	Algeria	3.5 M ft^3/day	Sonatrach/ADE	U.S. dollar	Not rated	2009	14

Note:—
(1) Payable in local currency.

Honaine

Overview. On February 3, 2015, we completed the acquisition of 25.5% of Honaine pursuant to the Abengoa ROFO Agreement.

The Honaine project is a water desalination plant located in Taffsout, Algeria, near three important cities: Oran, to the northeast, and Sidi Bel Abbes and Tlemcen, to the southeast. Myah Bahr Honaine Spa ("MBH"), is the vehicle incorporated in Algeria for the purposes of owning the Honaine project. Algerian Energy Company, SPA, or AEC, owns 49% and Sociedad Anonima Depuracion y Tratamientos, or Sacyr Agua, S.L, subsidiary of Sacyr S.A., owns the remaining 25.5% of the Honaine project.

AEC is the Algerian agency in charge of delivering Algeria's large-scale desalination program.

The technology used in the Honaine plant is currently the most commonly used in this kind of project. It consists of desalination using membranes by reverse osmosis. Honaine has a capacity of 7 M ft3 per day of desalinated water and has been in operation since July 2012. The project serves a population of 1.0 million.

Honaine has a corporate income tax exemption until 2021. After that period, in case the exemption is not extended, a claim may be made under the water purchase agreement for compensation in the tariff.

Concessions Agreement. The water purchase agreement is a U.S. dollar indexed 30-year take-or-pay contract with Sonatrach/Algerienne des Eaux, or ADE, from the date of execution, or 25-year term from COD. The tariff structure is based upon plant capacity and water production, covering variable cost (water cost plus electricity cost). Tariffs are adjusted monthly based on the indexation mechanisms that include local inflation, U.S. inflation and the exchange rate between the U.S. dollar and local currency.

Operations & Maintenance. In May 2007, MBH signed an operation and maintenance contract and a membrane and chemical products supply contract with UTE Desaladora Honaine Operacion y Mantenimiento (a joint venture between Abengoa Water, S.L. and Sacyr, S.A., each holding 50%).

The O&M agreement is a 30-year contract from the date of execution (or 25-year term from COD) with a fixed fee and a variable component. The fixed O&M cost covers mainly structural and staff costs. The variable O&M cost covers the chemical products, filters cost and membranes costs related to the water production.

Project Level Financing. In May 2007, MBH signed a financing agreement (as amended in November 2008 and June 2013) with Credit Populaire d'Algerie. The final amount of the loan was $233 million and it accrues fixed-rate interest of 3.75%. The repayment of the Honaine facility agreement consists of sixty quarterly payments, ending in April 2027.

The financing arrangements permit cash distribution to shareholders once per year under certain conditions, including that the audited financials for the prior fiscal year indicate a debt service coverage ratio of at least 1.25x.

Partnerships. 51% of the plant is owned by Geida Tlemcen, which is jointly owned by us (50%) and Sacyr Agua, S.L. (50%). The other 49% is held by AEC.

Skikda

Overview. On February 3, 2015, we completed the acquisition of 34.2% of Skikda pursuant to the Abengoa ROFO Agreement.

The Skikda project is a water desalination plant located in Skikda, Algeria. Skikda is located 510 km east of Algiers. Aguas de Skikda, or ADS, is the vehicle incorporated in Algeria for the purposes of owning the Skikda project. AEC owns 49% and Sacyr Agua, S.L., subsidiary of Sacyr S.A., owns the remaining 16.83% of the Skikda project.

AEC is the Algerian agency in charge of delivering Algeria's large-scale desalination program.

The technology used in the Skikda plant is currently the most commonly used in this kind of project. It consists of the use of membranes to obtain desalinated water by reverse osmosis. Skikda has a capacity of 3.5 M ft3 per day of desalinated water and has been in operation since May 2009. The project serves a population of 0.5 million.

Skikda had a corporate income tax exemption until 2019. After that period, the exemption had not been extended. Project have been partly compensated under the water purchase agreement in the tariff.

Concessions Agreement. The water purchase agreement is a U.S. dollar indexed 30-year take-or-pay contract with Sonatrach/ADE from the date of execution, or 25-year term from COD. The tariff structure is based upon plant capacity and water production, covering variable cost (water cost plus electricity cost). Tariffs are adjusted monthly based on the indexation mechanisms that include local inflation, U.S. inflation and the exchange rate between the U.S. dollar and local currency.

O&M. In July 2005, ADS signed an operation and maintenance contract and a membrane and chemical products supply contract with UTE Desaladora Skikda Operacion y Mantenimiento (a joint venture between Abengoa Water, S.L. holding 67%, and Sacyr, S.A., holding 33%).

The O&M agreement is a 30-year contract from the date of execution (or 25-year term from COD) with a fixed fee and a variable component. The fixed O&M cost covers mainly structural cost and staff costs. The variable O&M cost covers the chemical products, filters cost and membranes costs related to the water production.

Project Level Financing. In July 2005, ADS signed a financing agreement (as amended in May 2009) with Banque Nationale d'Algerie, or BNA. The final amount of the loan was $108.9 million and it accrues fixed-rate interest of 3.75%. The repayment of the Skikda facility agreement consists of sixty quarterly payments, ending in May 2024.

As of December 31, 2019, the outstanding amount of the Skikda project loan was $24 million.

The financing arrangements permit cash distribution to shareholders once per year under certain conditions, including that the audited financials for the prior fiscal year indicate a debt service coverage ratio of at least 1.25x.

Partnerships. 51% of the plant is owned by Geida Skikda, which is jointly owned by us (67%) and Sacyr Agua, S.L. owns (33%). The other 49% is held by AEC.

Our Growth Strategy

We intend to grow our cash available for distribution and our dividend to shareholders through:

- organic growth through the optimization of the existing portfolio, investments in the expansion of our current assets, particularly in our transmission lines sector, and the repowering of our current generation assets;
- acquisitions of assets from third parties;
- acquiring new assets from AAGES and Algonquin under our current ROFO agreements and co-investing with Algonquin;
- potential new future partnerships with other developers or asset owners to acquire assets or to invest directly or through investment vehicles in assets under development, ensuring that such investments are always a small part of our total investments.

In general, we expect to acquire assets that are developed and operational. We also plan to make investments in assets that are under development or construction. We also might acquire assets or businesses where revenues are not contracted.

We intend to use the following investment guidelines in evaluating prospective acquisitions in order to successfully execute our growth strategy:

- generally high quality off-takers or regulation, with long-term contracted revenue;
- limited exposure to assets under construction or development, generally co-investing with partners;
- project financing in place at each project or mechanisms to obtain it at COD;
- management and operational systems and processes at an adequate level;
- focus on regions and countries that provide an optimal balance between growth opportunities and security and risk considerations, including the United States, Canada, Mexico, Chile, Peru, Uruguay, Colombia and the European Union; and
- preference for U.S. dollar-denominated revenues, but we could also acquire assets or business that generate revenues in other currencies.

Acquisitions

Historical acquisitions

Following our IPO in 2014, we completed a series of four dropdown asset acquisitions with Abengoa, which formed the basis for our asset portfolio including Solacor 1/2, PS 10/20, Cadonal, Honaine, Skikda, Helioenergy 1/2, Helios 1/2, Solnova 1/3/4, Kaxu, ATN2 and Solaben 1/6. In 2016 and 2017, we acquired a stake in Seville PV and a transmission line in the United States from Abengoa.

2018 acquisitions

In February 2018, we completed the acquisition of a 4 MW mini-hydroelectric power plant in Peru for a cash consideration of approximately $9 million. The plant reached COD in 2012. It has a fixed-price concession agreement denominated in U.S. dollars with the Ministry of Energy of Peru and the price is adjusted annually in accordance with the U.S. Consumer Price Index.

In October 2018 we reached an agreement to acquire PTS, a natural gas transportation platform located in the Gulf of Mexico, close to ACT, our efficient natural gas plant. PTS will have a contracted compression capacity of 450 million standard cubic feet per day and is currently under construction. The service agreement signed with Pemex on October 18, 2017 is a “take-or-pay” 11-year term contract starting in 2020, with a possibility of future extension at the discretion of both parties. On October 10, 2018, we acquired a 5% ownership in the project; once the project begins operation, which is expected in the first half of 2020, we expect to acquire an additional 65% stake, subject to final approvals. We are currently under negotiations with the seller about certain aspects of the agreement. The total equity investment for the 100% stake is estimated to be approximately $150 million. The amount paid so far has been negligible.

On December 28, 2018, the Company completed the acquisition of a power substation and two small transmission lines in Peru, constituting an expansion of the ATN transmission line (“ATN expansion 1”). Total purchase price for this asset was $16 million.

In December 2018, we completed the acquisition of Chile TL3, a transmission line currently in operation in Chile. The asset has a tariff under the regulation in place in Chile, denominated in U.S. dollars and indexed to U.S. and Chilean inflation rates. Our investment was approximately $6 million.

In December 2018, we completed the acquisition of Melowind, a 50 MW wind plant in Uruguay, from Enel Green Power S.p.A. The asset has been in operation since 2015 and has a 20-year US dollar-denominated PPA in place for 100% of the electricity produced. The off-taker is the state-owned power company UTE, which has an investment grade credit rating. The total purchase price for this asset was approximately $45 million.

2019 acquisitions

In January 2019, we entered into an agreement with Abengoa under the Abengoa ROFO Agreement for the acquisition of Befesa Agua Tenes, a holding company which owns a 51% stake in Tenes, a water desalination plant in Algeria that is similar in several aspects to our Skikda and Honaine plants. The price agreed for the equity value was $24.5 million, of which $19.9 million was paid in January 2019 as an advanced payment. Closing of the acquisition was subject to conditions precedent, including approval by the Algerian administration. The conditions precedent set forth in the share purchase agreement were not fulfilled as of September 30, 2019. Therefore, in accordance with the terms of the share purchase agreement the advanced payment has been converted into a secured loan to be reimbursed by Befesa Agua Tenes, together with 12% per annum interest, through a full cash-sweep of all the dividends generated to be received from the asset. The share purchase agreement requires that the repayment occurs no later than September 30, 2031. In October 2019 we received a first payment in the amount of $7.8 million through the cash sweep mechanism

In April 2019, we entered into an agreement to acquire a 30% stake in Monterrey, a 142 MW gas-fired engine facility including 130 MW installed capacity and 12 MW battery capacity. The acquisition closed on August 2, 2019 and we paid $42 million for the total equity investment. The asset, located in Mexico, has been in operation since 2018 and represents our first investment in electric batteries. It has a U.S. dollar-denominated 20-year PPA with two international large corporations engaged in the car manufacturing industry as well as a 20-year contract for the natural gas transportation from Texas with a U.S. energy company. The PPA also includes price escalation factors. The asset is the sole electricity supplier for the off-takers, it has no commodity risk and also has the possibility to sell excess energy to the North-East region of the country once the plant is connected to the grid. We have also entered into a ROFO agreement with the seller of the shares for the remaining 70% stake in the asset.

On May 24, 2019, Atlantica and Algonquin formed AYES Canada, a vehicle to channel co-investment opportunities in which Atlantica holds the majority of voting rights. AYES Canada's first investment was in Amherst Island, a 75 MW wind plant in Canada owned by the project company Windlectric, Inc. ("Windlectric"). Atlantica invested $4.9 million and Algonquin invested $92.3 million, both through AYES Canada, which in turn invested those funds in Amherst Island Partnership, the holding company of Windlectric. Since Atlantica has control over AYES Canada under IFRS 10 "Consolidated Financial Statements", its consolidated financial statements initially showed a total investment in the Amherst Island project of $97.2 million, accounted for as "Investments carried under the equity method" (Note 7) and Algonquin's portion of that investment of $92.3 million as "Non-controlling interest". In addition, and under certain circumstances considered remote by both companies, Atlantica and Algonquin have options to convert shares of AYES Canada currently owned by Algonquin into Atlantica ordinary shares in exchange for a higher stake in the plant, subject to the provisions of the standstill and enhanced collaboration agreements with Algonquin.

On May 31, 2019, we entered into an agreement with Abengoa to acquire a 15% stake in Rioglass, a multinational manufacturer of solar components in order to secure certain Abengoa obligations. The investment was $7 million, and it is classified as available for sale and is expected to generate interest income for us once divested.

On August 2, 2019, we closed the acquisition of ASI Operations, the company that performs the operation and maintenance services to Solana and Mojave plants. The consideration paid was $6 million.

In October 2019, we closed the acquisition of ATN Expansion 2, as previously announced, for a total equity investment of approximately $20 million. The off-taker is Enel Green Power Peru. Transfer of the concession agreement is pending authorization from the Ministry of Energy in Peru. If this authorization were not to be obtained within an eight-month period, the transaction would be reversed with no penalties to Atlantica.

Customers and Contracts

We derive our revenue from selling electricity, electric transmission capacity and desalination capacity. Our customers are mainly comprised of governments and electrical utilities, the latter with which we typically have entered into PPAs. We also employ concession contracts, typically ranging from 20 to 30 years. We also have regulated assets in Spain and Chile (Chile TL3). See the description of each asset under "—Our Operations" for more detail on each concession contract.

Our main contracts in our business also include the project finance contracts with banks or financial institutions and the operation and maintenance contracts of each of our assets. See description of financing and operation and maintenance contracts under "—Our Operations."

Additionally, we have entered into a ROFO agreement and other agreements with Abengoa as well as a ROFO agreement with both AAGES and Algonquin. See "Item 7.B - Related Party Transactions" for more detail on these contracts.

Competition

Renewable energy, efficient natural gas and electric transmission are all capital-intensive and commodity-driven businesses with numerous industry participants. We compete based on the location of our assets in various countries and regions; however, because our assets typically have 20- to 30-year contracts, competition with other asset operations is limited with respect to existing assets until the expiration of the PPAs. Power generation and transmission are highly regulated businesses in each country in which we operate and are currently highly fragmented and have a diverse industry structure. Our competitors have a wide variety of capabilities and resources. Our competitors include, among others, regulated utilities and transmission companies, other independent power producers and power marketers or trading companies and state-owned monopolies.

Intellectual Property

In general, the construction or other agreements in each asset allow us to use the technology and intellectual property of suppliers. We own the Atlantica Yield name and the www.atlanticayield.com domain. The website address is a textual reference only, meaning that the information contained on our website is not a part of, and is not incorporated by reference in this Annual Report.

Regulatory and Environmental Matters

See "Item 4.B—Business Overview—Regulation."

Insurance

We maintain the types and amounts of insurance coverage that we believe are consistent with customary industry practices in the jurisdictions in which we operate. Our insurance policies cover employee-related accidents and injuries, property damage, machinery breakdowns, fixed assets, facilities and liability deriving from our activities, including environmental liability. We maintain business interruption insurance for interruptions resulting from incidents covered by insurance policies, with a customary deductible period. Our insurance policies also cover directors' and officers' liability and third-party insurance. We cannot assure you, however, that our insurance coverage will adequately protect us from all risks that may arise or in amounts sufficient to prevent any material loss or that premiums will not increase in the future and that insurers will not change the terms of the policies in the future, including changes in deductible costs and periods. See "Item 3.D — Risk Factors—Risks Related to Our Business and the Markets in Which We Operate—Our insurance may be insufficient to cover relevant risks or the cost of our insurance may increase."

Seasonality

Our operating results and cash flows can be significantly affected by weather in some of our most relevant projects, such as the solar power plants. We expect to derive a majority of our annual revenues in the months of May through September, when solar generation is the highest in the majority of our markets and when some of our off-take arrangements provide for higher payments to us.

Environment and Sustainability

Environmental management is a key priority in our business and operations. Our facilities and operations are subject to significant government regulation, including stringent and comprehensive federal, provincial and local laws, statutes, regulations, guidelines, policies, directives and other requirements governing or relating to, among other things: air emissions; discharges into water; storage, handling, use, disposal, transportation and distribution of dangerous materials and hazardous, residual and other regulated materials, such as chemicals; the prevention of releases of hazardous materials into the environment; the presence and remediation of hazardous materials in soil and groundwater, both on and offsite; the protection of natural resources; land use and zoning matters; and workers' health and safety matters. We consider environmental protection as an area of performance and as such, environmental issues are included among the responsibilities of our key executives.

Employees and Human Resources

As of the date of this Annual Report, we had 425 employees (including both operations and maintenance and general and administrative staff). Following our acquisition of ASI Ops, certain of our employees now belong to a labor union. We believe that the relationship between the Company and its labor union is good. We have not experienced any strikes or work stoppages in our workforce. One of our plants has experienced strikes by employees of one of our operation and maintenance suppliers in the past.

Safety and Maintenance

We implement and follow the industry safety standards in the countries where we operate in the interest of the safety of our employees and contractors and the communities where our operations are located. In terms of operational efficiency, we focus on ensuring long-term availability, reliability and asset integrity with maintenance and monitoring.

We carefully selected the suppliers of our solar panels, turbines, windmills, transmission towers and equipment through a detailed evaluation process, focusing on their commercial track record and regular availability of components and replacement parts for the proper functioning and maintenance of our assets and facilities.

Properties

See "Item 4.B—Business Overview—Our Operations."

Legal Proceedings

On October 17, 2016, ACT received a request for arbitration from the International Court of Arbitration of the International Chamber of Commerce presented by Pemex. Pemex was requesting compensation for damages caused by a fire that occurred in their facilities during the construction of the ACT cogeneration plant in December 2012, for a total amount of approximately $20 million. On July 5, 2017, Seguros Inbursa, the insurer of Pemex, joined as a second claimant in the process. On December 19, 2018 the parties of the arbitration executed a settlement agreement to finalize the claim without any financial impact for ACT. On March 8, 2019 the ICC arbitration tribunal confirmed the settlement agreement and the arbitration was terminated.

A number of Abengoa's subcontractors and insurance companies that issued bonds covering Abengoa's obligations under such contracts in the U.S. have included some of the non-recourse subsidiaries of Atlantica in the U.S. as co-defendants in claims against Abengoa. Generally, the subsidiaries of Atlantica have been dismissed as defendants at early stages of the processes. With respect to a claim addressed by a group of insurance companies to a number of Abengoa's subsidiaries and to Solana (Arizona Solar One) for Abengoa related losses of approximately $20 million that could increase, according to the insurance companies, up to a maximum of approximately $200 million if all their exposure resulted in losses. Atlantica reached an agreement with all but one of the above-mentioned insurance companies, under which they agreed to dismiss their claims in exchange for payments of approximately $4.3 million, which were paid in 2018. The insurance company that did not join the agreement has temporarily stopped legal actions against Atlantica, and Atlantica does not expect this particular claim to have a material adverse effect on its business.

In addition, an insurance company covering certain Abengoa obligations in Mexico has claimed certain amounts related to a potential loss. This claim is covered by existing indemnities from Abengoa. Nevertheless, Atlantica has reached an agreement under which Atlantica´s maximum theoretical exposure would in any case be limited to approximately $35 million, including $2.5 million to be held in an escrow account. In January 2019, the insurance company executed $2.5 million from the escrow account and Abengoa reimbursed such amount according to the existing indemnities in force between Atlantica and Abengoa. The payments by Atlantica would only happen if and when the actual loss has been confirmed, if Abengoa has not fulfilled their obligations and after arbitration, if the Company initiates it.

The Company is not a party to any other significant legal proceeding other than legal proceedings arising in the ordinary course of its business. The Company is party to various administrative and regulatory proceedings that have arisen in the ordinary course of business. While the Company does not expect these proceedings, either individually or in the aggregate, to have a material adverse effect on its financial position or results of operations, because of the nature of these proceedings the Company is not able to predict their ultimate outcomes, some of which may be unfavorable to the Company.

Regulation

Overview

We operate in a significant number of highly regulated markets. The degree of regulation to which our activities are subject varies by country. In a number of the countries in which we operate, regulation is carried out mainly by national regulatory authorities. In others, such as the United States and, to a certain degree, Spain, there are various additional layers of regulation at the state, regional and/or local level. In countries with these additional layers of regulatory agencies, the scope, nature and extent of regulation may differ among the various states, regions and/or localities.

While we believe the requisite authorizations, permits and approvals for our assets have been obtained and that our activities are operated in substantial compliance with applicable laws and regulations, we remain subject to a varied and complex body of laws and regulations that both public officials and private parties may seek to enforce. The following is a description of the primary industry-related regulations applicable to our assets that are currently in force in the principal markets in which we operate.

Regulation in the United States

In the United States, our electricity generation project companies are subject to extensive federal, state and local laws and regulations that govern the development, ownership, business organization and operation of power generation facilities. The federal government regulates wholesale sales, operation and interstate transmission of electric power through FERC and through other federal agencies, and certain environmental, health and safety matters. State and local governments regulate the siting, permitting, construction and operation of power generation facilities, the retail sale of electricity and certain other environmental, health, safety and permitting matters.

United States Federal Regulation of the Power Generation Facilities and Electric Transmission

The United States federal government regulates the wholesale sale of electric power and the transmission of electricity in interstate commerce through FERC, which draws its jurisdiction from the FPA, as amended, and from other federal legislation such as the PURPA, the Energy Policy Act of 1992, and the EPACT 2005. EPACT 2005 repealed the Public Utility Holding Company Act of 1935 and replaced it with the Public Utility Holding Company Act of 2005, or PUHCA.

Federal Regulation of Electricity Generators

The FPA provides FERC with exclusive ratemaking jurisdiction over all public utilities that engage in wholesale sales of electricity and/or the transmission of electricity in interstate commerce. The owners of renewable energy facilities selling at wholesale are therefore generally subject to FERC's ratemaking jurisdiction. FERC may authorize a public utility to make wholesale sales of electric energy and related products at negotiated or market-based rates if the public utility can demonstrate that it does not have, or that it has adequately mitigated, horizontal and vertical market power and that it cannot otherwise erect barriers to market entry. Entities granted market-based rate approval face ongoing filing and compliance requirements. Failure to comply with such requirements may result in a revocation of market-based rate authority, disgorgement of profits, civil penalties or other remedies that FERC finds appropriate based on the specific underlying facts and circumstances. In granting market-based rate approval to a wholesale generator, FERC also typically grants blanket authorizations under Section 204 of the FPA and FERC's regulations for the issuance of securities and the assumption of debt liabilities.

If the criteria for market-based rate authority are not met, FERC has the authority to impose conditions on the exercise of market rate authority that are designed to mitigate market power or to withhold or rescind market-based rate authority altogether and require sales to be made based on cost-of-service rates, which could in either case result in a reduction in rates. FERC also has the authority to assess substantial civil penalties (potentially over $1.0 million per day per violation) and impose other monetary or regulatory penalties for failure to comply with tariff provisions or the requirements of the FPA.

FERC approval under the FPA may be required prior to a change in ownership or control of voting interests, directly or through one or more subsidiaries, in any public utility (including one of our U.S. project companies) or any public utility assets. FERC approval may also be required for individuals to serve as common officers or directors of public utilities or of a public utility and certain other companies that provide financing or equipment to public utilities.

FERC also implements the requirements of PUHCA applicable to “holding companies” having direct or indirect voting interests of 10% or more in companies that (among other activities) own or operate facilities used for the generation of electricity for sale, which includes renewable energy facilities. PUHCA imposes certain record-keeping, reporting and accounting obligations on such holding companies and certain of their affiliates. However, holding companies that own only exempt wholesale generators (“EWGs”) foreign utility companies, and certain qualifying facilities under PURPA are exempt from the federal access to books and records provisions of PUHCA. EWGs are owners or operators of electric generation facilities (including producers of renewable energy, such as solar projects) that are engaged exclusively in the business of owning and/or operating generating facilities and selling electricity at wholesale. An EWG cannot make retail sales of electricity, may only own or operate the limited interconnection facilities necessary to connect its generating facility to the grid, and faces restrictions in transacting business with affiliated regulated utilities.

Regulation of Electricity Sales

Electricity transactions in the United States may be bilateral in nature, whereby two parties contract for the sale and purchase of electricity, subject to various governmental approval processes or guidelines that may apply to the contract, or they may take place within a single, centralized clearing market for purchases and sales of energy, electric generating capacity and ancillary services. Given the limited interconnections between power transmission systems in the United States and differences among market rules, regional markets have formed as part of the power transmission systems operated by regional transmission organizations (“RTOs”) or independent system operators (“ISOs”) in places such as California, the Midwest, New York, Texas, the Mid-Atlantic region and New England.

Federal Reliability Standards

EPACT 2005 amended the FPA to grant FERC jurisdiction over all users, owners and operators of the bulk power system for the purpose of enforcing compliance with certain standards for the reliable operation of the bulk power system. Pursuant to its authority under the FPA, FERC certified the North American Electric Reliability Corporation (“NERC”) as the entity responsible for developing reliability standards, submitting them to FERC for approval, and overseeing and enforcing compliance with them, subject in each case to FERC review. NERC, in turn, has delegated certain monitoring and enforcement powers to regional reliability organizations. Users, owners, and operators of the bulk power system meeting certain materiality thresholds are required to register with the NERC compliance registry and comply with FERC-approved reliability standards.

In the western United States, NERC has a delegation agreement with the Western Electricity Coordinating Council (“WECC”) whose service territory extends from Canada to Mexico and includes the provinces of Alberta and British Columbia, the northern portion of Baja California, Mexico, and all or portions of the 14 western states in between. WECC is the regional entity responsible for coordinating, promoting and enforcing bulk power system reliability in its service territory. Any entity that owns, operates or uses any portion of the bulk power system must comply with NERC or WECC’s mandatory reliability standards. Failure to comply with these mandatory reliability standards may subject a user, owner or operator to sanctions, including substantial monetary penalties, which range from $1,000 to $1 million per day per violation for the most severe cases, where companies show negligence and lack evidence of adequate compliance.

Federal Environmental Regulation, Permitting and Compliance

Construction and operation of power generation facilities, including solar power plants, and the generation and electric transmission of renewable energy from such facilities are subject to environmental regulation at the federal, state and local level. State and local regulatory processes are discussed separately in a subsequent section. At the federal level, environmental laws and regulations typically require a lengthy and complex process for obtaining licenses, permits and approvals prior to construction, operation or modification of a generation project or electric transmission facilities. Prior to development, permitting authorities may require that project developers consider and address, among other things, the impact on water resources and water quality, endangered species and other biological resources, compatibility with existing land uses and zoning, agricultural resources, archaeological, paleontological, recreational and cultural considerations, environmental justice and cumulative and visual impacts. In an effort to identify and minimize the potential impacts to these resources, power generation facilities may be required to comply with a myriad of federal regulatory programs and applicable federal permits under the NEPA, the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Environmental Protection and Community Right-to-Know Act and the National Wilderness Preservation Act, among other federal laws.

In addition, various federal environmental, health and safety regulations applicable during the construction phase are also applicable to the operational phase of power generation facilities. During the operational phase, obtaining certain federal permits or federal approval of certain operating documents (e.g., O&M plans, the spill prevention, control and countermeasure plan, and an emergency and preparedness response plan), as well as maintaining strict compliance with such permits or operating documents, is mandatory. Failure to maintain compliance may result in the revocation of any applicable permit or authorization, civil and criminal charges and fines or potentially the closure of the plant.

U.S. Federal Income Tax Reform

On December 22, 2017, the TCJA was signed into law. The centerpiece of the TCJA is the permanent reduction in the corporate income tax rate to 21% from 35% under prior law. Among other changes, the TCJA imposes new limitations on interest deductions, imposes a new excise tax on certain payments made to non-U.S. related parties, changes the rules relating to the use of NOLs and temporarily changes the rules relating to depreciation deductions.

The TCJA limits net business interest expense deductions to 30% of adjusted taxable income. For 2018 through 2021, this amount generally approximates to earnings before interest, taxes, depreciation and amortization (i.e., EBITDA). For tax years beginning after December 31, 2021, adjusted taxable income is determined by adding back only interest and taxes (i.e., it generally will approximate EBIT). The amount of interest paid or accrued that exceeds 30% of adjusted taxable income is treated as excess interest expense and may be carried forward to future taxable years. TCJA does not provide any grandfathering for debt that existed prior to enactment. This new limitation replaces the earnings stripping rules under Section 163(j) of the IRC that applied to interest paid on certain debt to or guaranteed by a related party.

The TCJA also imposes an excise tax on certain deductible payments, including interest, made by certain U.S. corporations to a non-U.S. related party to the extent the payment is not subject to U.S. withholding tax (the “BEAT”). The BEAT payable for any taxable year is an amount equal to the excess, if any, of (i) 10% (5% in 2018 and 12.5% after 2025) of the taxable income of the taxpayer calculated without regard to any deductions allowed for base erosion payments for the taxable year and certain net operating losses attributable to base erosion payments, over (ii) the taxpayer’s regular tax liability reduced by certain tax credits. The BEAT only applies to corporations with average annual gross receipts of at least $500M for the prior three-year period and that have made outbound deductible payments that constitute at least 3% (2% for financial group members) of the aggregate amount of certain deductions allowed for the taxable year (both generally determined on a group-wide basis).

NOLs generated on or before December 31, 2017 can generally be carried back two years and carried forward up to twenty years and can be applied to offset 100% of taxable income in such years. Under the TCJA, however, federal NOLs incurred in 2018 and in future years may be carried forward indefinitely but generally may not be carried back. Additionally, the deductibility of such federal NOLs is generally limited to 80% of taxable income in such years. The rules regarding “ownership changes” under Section 382 of the IRC were left unchanged.

Under prior law, the cost of property was required to be capitalized and recovered over time through annual deductions for depreciation or amortization. Tangible property generally was depreciated under MACRS. Most of the equipment used in solar power projects, such as Solana and Mojave, qualifies for five-year depreciation under MACRS. Additionally, some equipment used in solar power projects qualified for bonus depreciation if it was equipment placed in service prior to 2020 (with a phase down for property placed in service after 2017). The TCJA temporarily extends and modifies the additional first year depreciation deduction. Under the TCJA, generally, bonus depreciation is 100% for property acquired and placed in service after September 27, 2017 and before 2023.

U.S. Federal Considerations for Renewable Energy Generation Facilities

The United States provides various federal, state and local tax incentives to stimulate investment in renewable energy generation capacity, including solar power. These tax incentives are subject to change and, possibly, elimination in the future. Certain U.S. federal income tax incentives are described below.

Section 1603 U.S. Treasury Grant Program

In lieu of claiming certain U.S. federal income tax credits, in particular, the ITC, owners of eligible solar energy property were eligible for a period of time to receive a cash grant from U.S. Treasury equal to 30% of the tax basis of the eligible property. Among other requirements, to be eligible for a 1603 Cash Grant, the eligible property must have been placed in service in 2009, 2010 or 2011 or, for property not placed in service during that period, the construction of the specified energy property must have begun after December 31, 2008 and before January 1, 2012. In addition, eligible solar energy property must be placed in service by January 1, 2017. Applicants who began construction after December 31, 2008 and before January 1, 2012, but who did not place the eligible solar energy property in service prior to October 1, 2012, were required to file a preliminary 1603 Cash Grant application prior to October 1, 2012. These applicants were further required to file a final or “converted” 1603 Cash Grant application no later than 180 days after the eligible solar energy property was placed in service. The preliminary 1603 Cash Grant application for Solana was filed in September 2012, and the final 1603 Cash Grant application for Solana was filed on November 14, 2013 with additional information provided to the U.S. Treasury in 2014. A final award from the U.S. Treasury was made as of October 2014. The preliminary 1603 Cash Grant application for Mojave was filed on September 14, 2012. Mojave reached COD in December 2014, and a final 1603 Cash Grant application was filed on February 5, 2015. A final award from the U.S. Treasury was made to Mojave as of September 2015.

Under the 1603 Cash Grant, certain persons, “disqualified persons,” are ineligible to receive the 1603 Cash Grant and are prohibited from owning a direct or indirect interest in otherwise 1603 Cash Grant-eligible solar energy property, unless the indirect interest is held through an entity taxable as a C-corporation for U.S. federal income tax purposes. 1603 Cash Grants are subject to recapture during the five-year period beginning on the date the eligible solar energy property is placed in service. The amount of the 1603 Cash Grant subject to recapture decreases ratably over the five-year recapture period. Among other events, failure of the eligible property to be used for its intended purpose or the direct or indirect transfer to a disqualified person (as described above) will cause recapture of the 1603 Cash Grant. Portions of the Solana and Mojave Cash Grant awards remain subject to this potential recapture.

Federal Loan Guarantee Program

The DOE, in an effort to promote the rapid deployment of renewable energy and electric power transmission projects, was authorized to grant guarantees with respect to certain loans to renewable energy projects and related manufacturing facilities and electric power transmission projects under Section 1703 of EPACT 2005. Previously, the DOE also granted guarantees with respect to certain loans made under Section 1705 of EPACT 2005. In order to have qualified for the Section 1705 program, physical construction must have commenced at the primary site of the project on or before September 30, 2011. NEPA review must have been completed prior to the issuance of a loan guarantee. In May 2011, the Section 1705 program expired by statute, and the DOE announced that it would no longer accept new applications under that program. On September 30, 2011, the Section 1705 loan guarantee program closed with no further loan guarantees to be issued. The DOE has also closed the Section 1703 loan guarantee program for solar assets, although it is still open for other technologies.

The senior debt for Solana and Mojave is guaranteed by the DOE pursuant to the Section 1705 loan guarantee program.

State and Local Regulation of the Electricity Industry in the United States

State regulatory agencies in the United States have jurisdiction over the rates and terms of electricity service to retail customers. Regulated investor-owned utilities often must obtain state approval for the contracts through which they purchase electricity, including renewable energy, if they seek to pass along the costs of these contracts to their retail ratepayers. Municipal utilities and electric cooperatives are typically governed on these matters by their city councils or elected boards of directors. Different states apply different standards for determining acceptable prices for utility procurement contracts, including PPAs. Our electricity generation project companies operate in Arizona and California. Information about the regulatory frameworks in Arizona and California is provided below.

United States State-Level Incentives

In addition to federal legislation, many states have enacted legislation, principally in the form of renewable portfolio standards, or RPS, which generally require electric utilities to generate or purchase a certain percentage of their electricity supplied to consumers from renewable resources. In certain states, it is not only mandatory to meet these percentages, which in general are on the increase from renewable resources, but also electric utilities may be required to generate or purchase a percentage of their electricity supplied to consumers from specific renewable energy technologies, including solar technology. Depending upon the state, various certifications, permits, contracts and approvals may be required in order for a project to qualify for particular RPS programs. Some states, for example, require that only renewable energy generated in-state counts towards the RPS. According to the Database of State Incentives for Renewable Energy, as of January 2020, 49 states and United States territories have adopted some type of RPS standards. Although there is currently no federal RPS program, there have been proposals to create a federal RPS standard for renewable energy.

RECs are typically used in conjunction with RPS programs as tradable certificates demonstrating that a certain number of kWh have been generated from renewable resources. Under many RPS programs, a utility may generally demonstrate, through its ownership of RECs, that it has supported an amount of renewable energy generation equal to its state-mandated RPS percentage. The sale of RECs can represent a significant additional revenue stream for renewable energy generators. In RPS states where a liquid REC market does not exist, renewable energy can be bought or sold through “bundled” PPAs, where the PPA price includes the price for renewable energy attributes. Some states require that RECs and the associated electricity be purchased together in order to count towards the RPS. In states that do not have RPS requirements, certain entities buy RECs voluntarily. These RECs generally have lower prices than RECs that are used to meet RPS obligations. The price of RECs can vary significantly, depending on their availability, which in turn depends upon the amount of renewable generation that has been put in service in a state that has implemented RPS requirements. In some states, the number of successful projects has generated more RECs than required to meet the applicable RPS requirements for a given year or years, leading to steep drops in the market price for RECs. Additionally, demand for RECs can be driven by requirements (such as those imposed under the California Environmental Quality Act) that development projects mitigate potential significant greenhouse gas (“GHG”) impacts identified in connection with environmental clearances.

California has enacted legislation that increases its existing RPS to 60.0% by 2030 and 100% by 2045 for publicly-owned and investor-owned utilities, or IOUs. Arizona currently has a RPS of 15% by 2025, with 30% of the RPS to be met from distributed generation, although there have been proposals to increase these percentages.

Other incentives that states and localities have adopted to encourage the development of renewable resources include property and state tax exemptions and abatements, state grants, and rebate programs. In addition, a number of states collect electricity surcharges on residential and commercial users and through public benefit funds reinvest some of these funds in renewable energy projects. California offered a property tax incentive for certain solar energy systems installed between January 1, 1999 and December 31, 2016. The Arizona Department of Revenue provides a corporate tax credit based on production for solar, wind, or biomass systems that are 5 MW or larger and are installed on or after December 31, 2010 and before January 1, 2021.

Solar generation may also be incentivized by state GHG emission reduction measures, such as California’s cap and trade scheme, which caps and reduces GHG emissions. The California cap and trade program went into effect with respect to the electricity and other sectors starting in 2013.

Arizona

Regulation of Retail Electricity Service in Arizona

The Arizona Corporation Commission (“ACC”) has complete and exclusive jurisdiction over the rates and terms under which regulated utilities may provide electricity service to retail customers in Arizona. Under the Arizona Constitution, the ACC has unilateral authority over all utility regulation, including electric and natural gas utilities. The ACC also oversees all rate cases for its jurisdictional utilities, and as such has oversight of renewable energy procurement contracts by regulated electric utilities. Under Arizona’s Renewable Energy Standard & Tariff (“REST”) regulated electric utilities must supply an increasing percentage of their retail electric energy sales from eligible renewable resources, including solar, wind, biomass, biogas and geothermal technologies. The renewable energy requirement is 10% of retail electric sales in 2020 and increases annually until it reaches 15% in 2025.

Unlike many other state regulatory commissions, the ACC does not approve PPAs executed by regulated utilities, nor does it issue rulings of “prudency” regarding PPAs. This practice leaves a utility somewhat at risk of recovering its costs until a successful rate case finding is rendered by the ACC. Rate recovery requests may not be filed until the utility begins to make actual expenditures for power procurement. In the case of Solana, however, the power purchaser, Arizona Public Service Company, or APS, voluntarily sought a hearing before the ACC to request its informal opinion of the prudency of the Solana PPA. After ACC staff conducted an analysis of the costs and benefits of Solana to Arizona ratepayers, it recommended to the ACC commissioners that the PPA should be deemed “a reasonable means” by which APS could meet its requirements under the REST. The ACC affirmed the staff’s recommendation on September 30, 2008, thereby providing greater assurance of APS’s successful rate recovery request.

Performance and Operational Provisions of Solana's PPA

The PPA executed between APS and Solana's project company, Arizona Solar, contains provisions related to guarantees of performance (e.g., provision of minimum annual REC eligible energy quantities to APS). The provisions are largely intended to protect APS' ability to meet its mandatory requirements under the REST, and to prevent APS from having to procure REC eligible power elsewhere at an unknown, and possibly higher, cost than the PPA price.

Siting and Construction of New Power Generation Facilities in Arizona

The Arizona Power Plant & Transmission Line Siting Committee, or Siting Committee, oversees utility and private developer applications to build power plants (of 100 MW or more) or transmission projects (of 115,000 volts or more) within Arizona. The Siting Committee holds public meetings and evidentiary hearings to determine whether a proposed generation or transmission project is compatible with the preservation of the state's environmental protection interests, and if the finding is affirmative, makes a recommendation to the ACC to grant a Certificate of Environmental Compatibility, to the applicant. The ACC then has authority to approve, decline or modify the Siting Committee's recommendation.

The ACC granted Certificates of Environmental Compatibility to Solana on December 11, 2008, for both the 280 MW solar generation project and its associated 20.8-mile, 230 kilovolt transmission line. Both the generation facility and transmission line Certificates of Environmental Compatibility contain obligatory conditions and stipulations, none of which could present a risk to Solana during the operational phase.

Other Arizona Permitting and Compliance Frameworks

Various state and county regulations, mostly related to the environment and public health and safety, are applicable during the operational phase of a solar power plant located in Maricopa County, Arizona. Such regulations include the Arizona Aquifer Water Quality Standards and Aquifer Protection Permit Rules, the Maricopa County Special Use Permit Stipulations, the Maricopa County Air Pollution Control Regulations, and the Maricopa County Zoning Ordinances and Regulations. Obtaining a permit or requesting the approval of certain operating plans, as well as strict compliance with such permits and plans, is mandatory. Failure to comply may result in the revocation of the permit or authorization, civil and criminal charges and fines, or potentially the closure of Solana.

In addition, in accordance with the NEPA designation of a Finding of No Significant Impact (FONSI) issued by the DOE, Solana must comply with certain water requirements due to the reduction in tail water runoff being contributed to a wash located near the site. In coordination with Arizona Game & Fish Department and the U.S. Fish and Wildlife Service, Solana must provide 447 acre-feet of water annually as a direct off-set to the reduction in tail water runoff from the site. This requirement is for the duration of Solana, and failure to comply would trigger an administrative procedure that could cause temporary closure of the plant until the non-compliance condition is cured.

Regulations Affecting Operating Generating Facilities in Arizona

Many of the permits obtained for Solana carry specific conditions that must be complied with during the operational phase of the facility and which are continuously monitored, measured, and documented by the Solana plant operators. The primary obligations that commenced during commissioning and/or commercial operation are those related to reliability, emergency response, potential hazards of waste disposal, and human health and safety. These requirements originate with federal laws, and in many cases are enforced via delegated authority from the appropriate federal agency to a state or county agency. These include:

- NERC Reliability Standards and Critical Infrastructure Plans, delegated to WECC as the regional authority;
- Emergency Planning and Community Right-to-Know Act, delegated to the Arizona Division of Emergency Management;
- Resource Conservation and Recovery Act, delegated to EPA Region 9 in San Francisco, California; and
- Occupational Safety and Health Administration federal requirements.

California

Regulation of Retail Electricity Service in California

The California Public Utilities Commission, or CPUC, governs, among other entities, California's three large investor-owned utilities, including Pacific Gas & Electric Company, or PG&E. PG&E is required to file an RPS procurement plan annually with the CPUC. Once the CPUC approves the plan, PG&E issues a request for offers, or RFO, for renewable energy. It then evaluates all of the bids using a "least-cost, best-fit" evaluation process approved by the CPUC and develops a short list of acceptable bids. In August 2008, Mojave was submitted as a renewable solar thermal project in response to PG&E's 2008 RFO solicitation and placed on its short list for additional negotiations. After two years of negotiations, PG&E and Mojave Solar executed a final PPA, for which PG&E filed with the CPUC an advice letter requesting approval of the PPA in July 2011. The CPUC reviewed the PPA and approved the contract by issuing a formal decision in November 2011. The terms of the PPA govern Mojave during its development, construction and operating period. The CPUC historically does not retroactively apply new regulations or rulings to previously approved PPAs that would result in any economic impact.

Performance and Operational Provisions of Mojave's PPA

The PPA executed between PG&E and Mojave's project company, Mojave Solar, contains provisions related to guarantees of performance (e.g., provision of minimum annual REC eligible energy quantities to PG&E). The provisions are largely intended to protect PG&E's ability to meet its mandatory requirements established by the CPUC, and to prevent PG&E from having to procure REC eligible power elsewhere at an unknown, and possibly higher, cost than the PPA price.

Siting and Construction of New Power Generation Facilities in California

The California Energy Commission, or CEC, is the lead agency for licensing thermal power plants of 50 MW and larger under the California Environmental Quality Act and has a certified regulatory program under such Act. The CEC is comprised of five commissioners, two of whom oversee all hearings, workshops and related proceedings on a specific project. The CEC's siting process evaluates Applications for Certification, or AFCs, to ensure that only power plants that are actually needed will be built, provides review by independent staff with technical expertise in public health and safety, environmental sciences, engineering and reliability, ensures simultaneous review and full participation by all state and local agencies, as well as coordination with federal agencies, resulting in issuance of one regulatory permit within a specific time frame, with full opportunity for participation by public and interest groups.

On August 10, 2009, Mojave's AFC for its nominal 250 MW project was filed with the CEC. The CEC approved Mojave's AFC with the CEC decision issued on September 8, 2010. The CEC monitors the power plant's construction, operational phase and eventual decommissioning through a compliance proceeding.

Regulations Affecting Operating Generating Facilities in California

Mojave must maintain compliance with the CEC decision conditions of certification. These conditions of certification address, among others, biological resources, health and safety, cultural resources, fire safety, and water. The conditions require Mojave to provide plans, notifications, and other reports on an ongoing basis. As noted above, such compliance is monitored by CEC staff. Per the CEC decision, "failure to comply with any of the Conditions of Certification or the compliance conditions may result in reopening of the case and revocation of Energy Commission certification; an administrative fine; or other action as appropriate." Additional regulations are administered by the California Independent System Operator and under the terms of the federally administered Large Generator Interconnection Agreement.

Regulation in Mexico

Overview

The following is a description of the regulation of the Mexican power industry applicable to the conventional or natural gas generation of electricity.

Pursuant to the Mexican Constitution, the electricity industry in Mexico was entirely controlled by the federal government, acting through the Federal Electricity Commission, or CFE, an entity wholly owned and controlled by the Mexican government, and legally independent from the Mexican Ministry of Energy, Secretaría de Energía. CFE was the only entity authorized to provide electricity directly to the public and to supply services to the Mexican wholesale market. CFE was also responsible for the construction and maintenance of infrastructure necessary for the delivery of electricity, such as the national electric grid, the Sistema Eléctrico Nacional, or SEN.

As a result of Mexico's energy reform bill enacted on December 21, 2013, articles 25, 27 and 28 of the Mexican Constitution were amended in order to end the long-standing state monopoly in the oil, petrochemical and power sectors, and allow private investment in these areas for their development in an open market. Hence, the power generation sector is now open to full private participation and investment, creating a competitive spot market in power generation, although electric transmission and distribution will remain public services to be provided exclusively by CFE. With the enactment of the secondary legislation, the generation, transmission, distribution and commercialization of power in Mexico is governed by a new legal framework which will likely improve the development of the sector.

Notwithstanding the legal changes, we do not expect any negative consequences for ACT Energy Mexico, or ACT, or for the power generated and delivered to Pemex Gas y Petroquímica Básica. (today Pemex Transformación Industrial).

Until the recent energy reform, the whole set of activities regarding generation, transmission, distribution and commercialization of power for public use were considered areas of national strategic importance. As a result, such activities were carried out exclusively by CFE. The national electric grid was also controlled by CFE through the Centro Nacional de Control de Energía, or the CENACE, which operated the national electric grid and controlled delivery of all electricity generated by CFE and private generators connected to the grid. CFE was a vertically-integrated state monopoly that served the whole country, and CENACE was a semi-independent agency that was part of CFE. As a result of the energy reform, CENACE became a decentralized public agency, which will continue to be responsible for the operation and control of the national electric grid with the aim of having an impartial third party (not CFE) operate the wholesale electricity market, guaranteeing open access to the national electric grid for both transmission and distribution of electricity. CENACE has emerged as an Independent System Operator, or ISO, which is a figure adopted worldwide in other mature energy markets.

The generation, transmission and distribution of electricity were regulated by the Ley del Servicio Público de Energía Eléctrica, or Electricity Law; enacted in 1975 and amended in 1992. Since the implementation of the 1992 amendment to the Electricity Law, private entities have been allowed to participate in the following activities not considered public utility services, as defined by such law:

- *Cogeneration*. The electricity produced is used to supply power to the establishments associated with the cogeneration process and/or the shareholders of the cogeneration company;

- *Self-Supply Generation.* The electricity produced is used for the self-supply purposes of the holder of the relevant self-supply power generation permit and/or its shareholders;

- Independent Power Production. All the electricity produced is delivered to CFE;

- Small-Scale Production. The electricity produced does not exceed 30 MW and is used for export purposes or the supply of all power output is sold to CFE;

- Exports. The electricity produced is exported in its entirety; and

- Imports for Independent Consumption. The import of power is used for self-supply purposes.

The regulatory framework of the Mexican power industry is undergoing a transitory period, as the energy reform is still in the process of being fully implemented, given that the secondary legislation derived from such amendments to the Mexican Constitution was published in the Official Federal Gazette, or Diario Oficial de la Federacion, on August 11, 2014, and there are still a few regulatory instruments pending issuance. See "—Regulation in Mexico—Transitory Regime—Electric Industry Law."

The changes made by the energy reform are being implemented through a profound modification of the legal framework that had governed the development of the energy industry in the country, which has involved the entrance into force of new laws and the amendment of current laws.

The new laws enacted so far are listed below:

- Oil and Gas Law, or *Ley de Hidrocarburos*;

- Electric Industry Law, or Ley de la Industria Eléctrica;

- Geothermal Energy Law, or Ley de Energía Geotérmica;

- Petróleos Mexicanos Law, or Ley de Petróleos Mexicanos;

- Federal Electricity Commission Law, or Ley de la Comisión Federal de Electricidad;

- Energy Regulatory Bodies Law, or Ley de los Organos Reguladores Coordinados en Materia Energética;

- National Industrial Safety and Environmental Protection Law of the Oil and Gas Sector, or Ley de la Agencia Nacional de Seguridad Industrial y de Protección al Medio Ambiente del Sector Hidrocarburos;

- Mexican Petroleum Fund for Stabilization and Development, or Ley del Fondo Mexicano del Petróleo para la Estabilización y el Desarrollo; and

- Oil and Gas Revenue Law, or Ley de Ingresos sobre Hidrocarburos.

- Energy Transition Law or *Ley de Transición Energética.*

Additionally, 12 laws were amended in order to unify their content with the new regulatory framework. The following are the amended laws:

- Foreign Investment Law, or *Ley de Inversión Extranjera*;

- Mining Law, or Ley Minera;

- Private Public Partnerships Law, or *Ley de Asociaciones Público Privadas*;

- National Water Law, or Ley de Aguas Nacionales;

- Federal Law of Government-Owned Entities, or Ley Federal de las Entidades Paraestatales;

- Public Sector Acquisitions, Leases and Services Law, or Ley de Adquisiciones, Arrendamientos y Servicios del Sector Público;

- Public Works and Related Services Law, or Ley de Obras Públicas y Servicios Relacionados con las mismas;

- Organizational Law of the Federal Government, or Ley Organica *de la Administracion Publica Federal*;

- Federal Fees Law, or Ley Federal de Derechos;

- Fiscal Coordination Law, or Ley de Coordinación Fiscal;

- Federal Budget and Treasury Accountability Law, or Ley Federal de Presupuesto y Responsabilidad Hacendaria; and

- General Public Debt Law, or Ley General de Deuda Pública.

Furthermore, on October 31, 2014, the following regulations and regulatory instruments, which will contribute to the implementation of the aforementioned secondary legislation, were published in the Official Federal Gazette:

- Regulations of the Oil and Gas Law, or *Reglamento de la Ley de Hidrocarburos*;

- Regulations of the activities referred to in Chapter Three of the Oil and Gas Law, or Reglamento de las actividades a que se refiere el Título Tercero de la Ley de Hidrocarburos;

- Oil and Gas Revenue Law Regulations, or Reglamento de la Ley de Ingresos sobre Hidrocarburos;

- Electric Industry Law, or Reglamento de la Ley de la Industria Eléctrica;

- Geothermal Energy Law Regulations, or Reglamento de la Ley de Energía Geotérmica;

- Regulations of Petroleos Mexicanos Law, or Reglamento de la Ley de Petróleos Mexicanos;

- Regulations of the Federal Commission of Electricity Law, or Reglamento de la Ley de la Comisión Federal de Electricidad;

- Internal Regulations of the Mexican Ministry of Energy, or *Reglamento Interior de la Secretaria de Energía*; and

- Internal Regulations of the National Agency of Industrial Safety and Environmental Protection, or *Reglamento Interior de la Agencia Nacional de Seguridad Industrial y de Protección al Medio Ambiente del Sector Hidrocarburos*.

Additionally, the executive branch also published the following decrees, which amended the existing regulations of different laws and which are relevant for the development of the energy sector:

- Decree amending and supplementing various provisions of the Public Partnerships Law Regulation, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley de Asociaciones Público Privadas;

- Decree amending and supplementing various provisions of the Federal Budget and Treasury Accountability Law, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley Federal de Presupuesto y Responsabilidad Hacendaria;

- Decree amending and supplementing various provisions of the Internal Regulation for the Ministry of Finance and Public Credit, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento Interior de la Secretaría de Hacienda y Crédito Público;

- Decree amending and supplementing various provisions of the Regulations of the Mining Law, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley Minera;

- Decree amending and supplementing various provisions of the Regulations of the Foreign Investment Law and of the National Registry of Foreign Investment, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley de Inversión Extranjera y del Registro Nacional de Inversiones Extranjeras;

- Decree amending and supplementing various provisions of the Internal Regulations of the Ministry of Economics, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento Interior de la Secretaría de Economía;

- Decree amending and supplementing various provisions of the Internal Regulations of the Ministry of Agrarian, Territory and Urban Development, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento Interior de la Secretaría de Desarrollo Agrario, Territorial y Urbano;

- Decree amending and supplementing various provisions of the Regulations of the General Law for Sustainable Forestry Development, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley General de Desarrollo Forestal Sustentable;

- Decree amending and supplementing various provisions of the Regulations of the General Law of Ecological Balance and Environmental Protection on Environmental Impact Assessment, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley General del Equilibrio Ecológico y la Protección al Ambiente en Materia de Evaluación del Impacto Ambiental;

- Decree amending and supplementing various provisions of the Regulations of the General Law of Ecological Balance and Environmental Protection regarding prevention and Control of Air Pollution, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley General del Equilibrio Ecológico y la Protección al Ambiente en Materia de Prevención y Control de la Contaminación de la Atmósfera;

- Decree amending and supplementing various provisions for the Regulations of the General Law for Prevention and Integral Waste Management, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley General para la Prevención y Gestión Integral de Residuos;

- Decree amending and supplementing various provisions of the Regulations of the General Law of Ecological Balance and Environmental Protection on Environmental Zoning, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley General del Equilibrio Ecológico y la Protección al Ambiente en Materia de Ordenamiento Ecológico;

- Decree amending and supplementing various provisions of the Regulations of the General Law of Ecological Balance and Environmental Protection regarding Emissions to the Atmosphere and Transfer of Pollutants, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento de la Ley General del Equilibrio Ecológico y la Protección al Ambiente en Materia de Registro de Emisiones y Transferencia de Contaminantes;

- Decree amending and supplementing various provisions of the Internal Regulations of the Ministry of Environment and Natural Resources, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento Interior de la Secretaría de Medio Ambiente y Recursos Naturales; and

- Decree amending and supplementing various provisions of the Regulations of the General Law of Ecological Balance and Environmental Protection on Self-Regulation and Environmental Audits, or Decreto por el que reforman, adicionan y derogan diversas disposiciones del Reglamento *de la Ley General del Equilibrio Ecológico y la Protección al Ambiente en Materia de Autorregulación y Auditorías Ambientales*

Conventional Electricity Generation in Mexico

The former legal framework for conventional electricity generation in Mexico included the regulation of fossil fuels, such as carbon, diesel, fuel oil and natural gas, as well as nuclear fission regulation, which includes nuclear power plants and all related activities.

Accordingly, power generation under independent power production or self-supply schemes was not considered a public utility service and, therefore, could be performed by private companies and individuals pursuant to permits issued by the Energy Regulatory Commission, *Comisión Reguladora de Energía*, or CRE. The CRE is a federal agency created in 1995 in order to enforce the laws and regulations relating to natural gas and electricity, and has the authority to issue permits, set tariffs, supervise, ensure adequate supply and, in the case of gas, promote competition.

As previously indicated, the Mexican federal government, acting through CFE, controlled the entire chain of activities related to electric power, including generation, sale, distribution and transmission. The energy reform allows the private sector to openly participate in two important parts of the production chain: the generation and the sale of electricity.

Pursuant to the reform, the private energy sector is now able to invest in electricity generation with the requisite permits. The sale of electricity by private parties is already taking place, with the initiation of operations of the Wholesale Electricity Market, *Mercado Electrico Mayorista*, or MEM, in Mexico under the new legal framework, privately sold electricity is being transmitted and distributed by CFE.

The reforms are expected to have positive effects on the electricity industry in Mexico, allowing the private sector to play an active role where a government monopoly once existed, generating greater investment and better technology.

As a result of the energy reform, the electricity sector has ceased to be a chain of activities vertically integrated in a partially privatized sector, and has become an area open to private investment in which, although CFE will maintain control, the possibility of private sector investment has increased significantly and will continue to be increased through a more flexible regulatory scheme that permits the execution of contracts to carry out various activities and the creation of new markets in the electricity sector. Among the most significant changes are the following:

- Participation that is open to the private sector in the generation of electricity through a permit granted by CRE. Private parties may also sell the energy generated and transmitted by CFE through commercial schemes.

- Participation of the private sector, together with CFE, in the activities of transmission and distribution through the execution of the corresponding service contracts.

- Participation of the private sector in activities of financing, maintenance, management, operation and expansion of the power infrastructure through service contracts with CFE, with adequate compensation.

- Transformation of the CENACE into a decentralized public body responsible for the operational control of the national electric grid, so that it is an impartial third party (and not the CFE) that operates the wholesale electricity market, guaranteeing open access to the national electric grid, for both transmission and distribution of electric power.

- Creation of the MEM, operated by the CENACE, in which the participants carry out electric power purchase and sale transactions through contracts between the participants in the MEM. The CENACE is now responsible for managing the supply and demand of the MEM participants, carrying out transactions and generating prices continuously. The price paid in the MEM transactions represents a competitive price, reflecting the costs of generation and other operating costs of electricity, as well as the volume of electric power demanded and supplied in the MEM.

- Creation of the trader, under the new Electric Industry Law, as the holder of a MEM participant agreement, which purpose is to carry out trading activities (execution of contracts for purchase and sale of electricity within the MEM, among others). The traders may sign contracts with qualified users (through the provider-trader) or execute such contracts with other traders (non-provider trader).

- The permits granted by the CRE under the currently repealed Electricity Law, will continue in force under its terms. The holders of those permits that choose to remain under the provisions of the Electricity Law may, at any time, transfer to the new rules.

- The Geothermal Energy Law, the purpose of which is to regulate the recognition, exploration and exploitation of geothermal resources for the use of underground thermal energy within the limits of Mexican territory, in order to generate electricity or use it otherwise.

- The activities regulated by the Geothermal Energy Law are considered to be in the public interest and their development will have preference over activities of other sectors when there is a conflict.

- The activities pursued under the Geothermal Energy Law will be carried out through different registries, permits, authorizations and concessions granted by the competent authorities applicable for each case. For exploration activities, a permit will be sufficient, while for exploitation activities, a concession will be required.

- Amendment of several articles of the National Water Law, for the purpose of (i) adapting certain definitions of that law to the new definitions introduced by the Geothermal Energy Law; (ii) including geothermal fields under regulated, prohibited or reserved zones; and (iii) establishing the obligation of requesting the relevant permits, authorizations and concessions from the National Water Commission in order to engage in the activities of geothermal fields exploration.

Electric Industry Law

The Electric Industry Law, as part of the package of secondary legislation that implements the constitutional energy reform, regulates planning activities, the control of the national electric grid, the public services of transmission and distribution of electricity, and all other activities related to the Mexican energy industry, in order to promote the sustainable development of the industry and to ensure its continuous, efficient, and secure operation for the benefit of all users, as well as the fulfillment of the obligations to provide a general and public service of electricity, to develop clean energies, and to reduce contaminating emissions.

Pursuant to the Electric Industry Law, the government holds the operational control of the national electric grid, through the CENACE, and CENACE, as an ISO, will indicate the elements for the national transmission grid and the related operations which may correspond to the wholesale market.

Regulations of the Electric Industry Law

The Regulations of the Electric Industry Law provide details for the application of the Electric Industry Law and complete the implementation of the restructured electric industry in Mexico.

These regulations expand on certain administrative procedures in the electric industry, such as the development of public bidding procedures by CFE, for private sector contracts for activities related to the national electric grid; the specific requirements for the application for power generation and power supply permits with CRE; the process for infrastructure contributions by the private sector to the State; and the registration of participants in the wholesale spot market with CENACE.

Permits and Authorizations

Pursuant to the Electric Industry Law, all power plants with a capacity greater than or equal to 0.5 MW and all power plants of all capacities represented by a generator (i.e., the holder of one or more generation permits or holder of a wholesale market participant agreement that represents the corresponding power plants in the wholesale market or, prior authorization granted by CRE, power plants located abroad) require a generation permit granted by CRE. Authorization granted by CRE is also required for the import of electricity from a power plant located abroad and interconnected exclusively to the national electric grid. Power plants of any capacity exclusively intended for personal use during emergencies or interruptions in electric supply will not require a permit.

The Electric Industry Law provides for several requirements which generators who represent power plants interconnected to the national electric grid have to comply with, including, among others, the execution of the corresponding interconnection agreements, issued by CRE. Regarding the production of their power plants, generators may carry out commercialization activities which include, among others, the following: (i) representing exempt generators (i.e., owner or holder of one or more power plants which do not require or have a generation permit) in the MEM; (ii) carrying out sale and purchase transactions of energy, related services included in the MEM, and power or other products which ensure enough resources to meet the electric demand, and all other products, duties or penalties required for the efficient operation of the national electric grid, among others; and (iii) executing, among others, the corresponding electric coverage agreements (i.e., agreement entered into by participants of the MEM which purpose is the sale and purchase of electric energy or related products) with other MEM participants, including other generators, traders (i.e., holder of a MEM participant agreement which purpose is to carry out commercialization activities), and qualified users (i.e., final user who is registered before CRE to acquire electricity supply as a MEM participant or through a qualified provider).

Pursuant to the former legal framework for the Mexican electric industry, permits for self-supply, cogeneration, independent production, small production, import, and export of electricity were granted by CRE for indefinite periods of time, except for independent power producer permits, which were granted for 30-year renewable terms. In addition to the legal and technical requirements established by law to obtain such permits, CFE's approval was required as part of CRE's permit approval process. Pursuant to the transitory regime, such permits will be in force for the duration of the corresponding interconnection agreements executed under their scope; nevertheless, such interconnection agreements should have achieved commercial operation by December 31, 2019 at the latest, or otherwise be cancelled.

CRE may also issue a supply permit for private parties, which will allow companies to participate in the MEM by carrying out transactions with final users, which are called "qualified users." In this sense, private parties may supply power directly to consumers through bilateral long-term agreements, which will be partially regulated by the CRE.

Consequently, the Mexican power industry had been divided into two main areas: (i) the public service of electricity under CFE's control, and (ii) the activities where private parties may be involved (such as where CFE actively promoted private investment in the construction and operation of power plants for supplying CFE and private parties under self-supply and cogeneration schemes).

While power generated in Mexico is still predominantly generated by CFE, there is a large amount of electricity generated by private energy producers, which generally fall under the categories of independent power production and self-supply generation, although cogeneration has come to be a relevant source of power as a result of certain amendments enacted in 2006 which allowed Pemex to develop new cogeneration projects independently and in collaboration with CFE. These amendments allowed Pemex to enter into the Pemex conversion services agreement and to receive the power generated by ACT.

As a consequence of the corresponding reforms the issuance of a new class of permit available to those interested in generating electricity is provided for pursuant to the Electric Industry Law. This permit expanded the ways in which entities are allowed to participate as energy producers under the Electric Industry Law and is within the scope of the CRE's regulatory control.

The permits provided for in the Electric Industry Law are, as aforementioned, granted and issued by CRE, upon prior submission of the corresponding application, payment of the corresponding duties, all relevant legal and technical information, and project description. Such permits will be terminated or revoked pursuant to the different scenarios indicated in the Electric Industry Law and its regulations, and as determined by CRE.

The regulations list the documentation to be submitted to apply for a permit with CRE, as well as the corresponding timeline for the application procedure and the essential elements that CRE must include in the permit title.

Transmission and Distribution of Electricity in Mexico

Pursuant to the Electric Industry Law, regarding conventional energy generation, dispatchers and distributors are responsible for the national transmission grid and the general distribution grids and will operate their grids pursuant to the instruction provided by CENACE. Whereas in the past there were no regulatory limitations that would interfere with a private generator engaging in transmission activities, and, regarding distribution activities, these could only be performed by CFE, with the new regulatory framework derived from the constitutional reform and the legal provisions therein, the public service of electricity and its transmission are considered as strategic areas and will continue to be government-controlled, notwithstanding the possibility of the Mexican government, acting through CFE, to be able to enter into agreements with the private sector, or, acting through the Mexican Ministry of Energy, to form partnerships or enter into agreements with the private sector to carry out the financing, installation, maintenance, administration, operation or expansion of the infrastructure required to provide electricity transmission and distribution services, in terms of the provisions of the Electric Industry Law.

Such agreements will be awarded to private companies through bidding rounds, conducted by CENACE, which will determine the needs of the national electric grid, and carry out the corresponding tender processes. In addition, all dispatchers and distributors will have the obligation to execute the corresponding connection and interconnection agreements, based on the model contracts issued by CRE, regarding the interconnection of power plants or the connection of load centers, and the MEM regulations will indicate the criteria for CENACE to define the specifications for the required infrastructure necessary for the interconnection of power plants and the connection of load centers, as well as the mechanisms to determine preference matters for applications or requests and the procedure for their evaluation.

CFE is required by law to provide its wheeling (the transfer of electrical power through transmission and distribution lines to another utility), dispatch and backup services to all permit holders whenever the requested service is technically feasible on a first-come, first-served basis. CFE's wheeling services are provided pursuant to an interconnection agreement and a transmission services agreement entered into between CFE and the relevant permit holder (in ACT's case, these were executed by Pemex). Those agreements follow model contracts approved by the CRE, which also approves the methodology used to calculate the applicable tariffs. The permit holders must build their own transmission lines for self-use in order to connect to the power grid. In addition, permit holders are required to enter into a back-up services agreement with CFE, which also follow a model agreement approved by the CRE.

The Electric Industry Law incorporates new requirements to carry out the sale and purchase of electricity. Aside from being classified as a generator or qualified user, along with the need to comply with the rules issued by CRE for the execution of the corresponding agreements, there are new requirements for the interconnection to the transmission grid owned by CFE. The Electric Industry Law introduces and provides for the concepts of connection and interconnection, the first referring to the load points of users and the latter referring to generators' power plants. Regarding interconnection, the most significant change is the need to execute new model agreements in order to adapt them to the new modalities and activities under the scope of regulation of the Electric Industry Law.

Furthermore, the transitory provisions contained in the Electric Industry Law provide that those interconnection agreements which were executed under the scope of regulation of the Electricity Law will remain in force, notwithstanding the possibility that executing the new contract models that have been issued by CRE may prove beneficial in order to adapt to the new changing aspects of the industry; as with previous agreements, companies will only be limited to the authorized activities under such contracts (e.g. wheeling will only be available for the amount of energy and for the specific purpose established therein). This suggests that new models of interconnection agreements may be more flexible to cover the implementation of the various activities allowed.

The regulations provide that CRE must implement a regulatory regime providing for the conditions for the procurement of the public services of transmission and distribution of electric power based on the principles of proportionality and equality, aiming to prevent transporters, distributors and suppliers from exercising excessive market power that could negatively affect final users. Such regulatory regime considers the degree of openness in the market, the concentration of participants and any other condition of the competition in every division of the industry. The regulations also establish the possible cases of curtailment of the services of transmission and distribution of electric power and provide for standard procedures in different situations.

Commercialization of Electricity

Under the Electric Industry Law, the trader is the holder of a MEM participant agreement, and carries out commercial activities, among which are executing electric coverage agreements for the sale and purchase of electricity within the MEM. Under the Electric Industry Law, electric coverage agreements are those agreements executed between MEM participants through which those participants engage in the sale of electric energy or related products. Traders may enter into such agreements with qualified users (through the figure of the provider-trader) or with other traders (who are not providers).

Excluding qualified users, basic providers provide the basic supply to all people who so request it and whose load centers are located in their operation areas. Qualified providers provide the qualified supply to qualified users in terms of free competition. Prior commencement of the qualified or basic supply services, the final user must execute a supply agreement with the appropriate provider, and such agreements will require registration before the Federal Attorney's Office of Consumer, or *Procuraduria Federal del Consumidor*, or PROFECO. In this regard, CRE issues the general terms and conditions for the electrical supply services, which will determine the rights and obligations of the service provider and the final user, correspondingly.

Qualified users are those final users who are duly registered as such before CRE in order to acquire power as MEM participants or by a qualified provider. In terms of the Electric Industry Law, users holding load points with a demand greater than or equal to 3 MW may be included in the qualified users registry (but such amount will decrease in one MW per year following the first year until reaching 1 MW). In this case, having the property in which the electric power is intended to be supplied registered as qualified under the corresponding rules to be issued will suffice. Within the MEM, qualified users may purchase energy through electric coverage agreements executed with CENACE or directly with traders.

Supply

Supply activities carried out in the new electric industry may be either in the basic or qualified modalities. Power supply agreements may be executed by and between providers and final users, under the corresponding supply permits issued by CRE. Basic supply refers to that which is provided by a provider under a regulated tariff to any applicant who is not a qualified user. "Qualified supply" refers to that which is provided in terms of free competition to qualified users.

For basic supply, private generators may participate in the auctions conducted by CENACE, in order for CFE to acquire the energy in the most convenient economic terms and conditions, and thus CFE will be able to supply power to users who so request it before CENACE, who will carry out the referred auction and determine whom the electricity will be purchased from (these auctions have been currently cancelled by the current federal administration). CRE will also determine the requirements that providers must comply with in order to acquire energy and execute contracts for electric coverage with users.

As for qualified supply, qualified providers may carry out transactions directly through long-term supply agreements with qualified users. Under these agreements, the parties are be free to agree upon the terms and conditions (including economic conditions) thereof, abiding by certain general guidelines issued by CRE.

Open Access

Both the Electric Industry Law and in the regulations thereunder establish that CFE is obligated to grant non-discriminatory open access to all users of the national electric grid. This enhances the existence of an open electricity market, where various competitors in almost all segments of the supply chain requiring the use of the national electric grid coexist and develop their activities. Open access is a crucial component of the electric industry since CFE, as owner of the grid, competes directly with other private sector participants in several activities of the industry, which could lead to a monopoly by CFE. In order to avoid such situation, the CENACE, as an independent system operator, will ensure competitive conditions for all users who want to use CFE's infrastructure.

Pursuant to the regulations, CRE issued the general guidelines regarding open access conditions, the procedure for users to request such open access and the procedure to which the CENACE will be subject to grant this open access, among others.

Tariffs

Transmission, distribution, basic supply and last resort supply, as well as the operation of CENACE, are subject to regulatory accounting guidelines established by CRE. CRE has issued general administrative provisions regarding the methodology to determine the calculation and adjustment of the regulated tariffs for transmission, distribution, basic provider operation and CENACE operation services, as well as all related services which are not included in the MEM.

Dispatchers, distributors, basic providers and the CENACE are required to publish their tariffs, as indicated by CRE, through general administrative provisions.

Wholesale Spot Market, Mercado Eléctrico Mayorista

The Electric Industry Law provided for the creation of a MEM, operated by CENACE, in which participants can carry out a number of different transactions provided for in said law, among which are the sale of electricity and related products.

MEM participants can be (i) generators, (ii) provider-traders, (iii) non-provider traders, or (iv) qualified users, prior to execution of the corresponding agreement with CENACE. Transactions carried out within the MEM must be formalized through "electric coverage agreements" executed by and between such MEM participants. Generators, as MEM participants may, sell their generated energy and both traders and qualified users may purchase such energy through CENACE, which is the independent operator of the electric system.

CENACE is responsible for managing the supply and demand of MEM participants, conducting transactions and continuously generating prices. The price to be paid in MEM transactions has to be a "competition price" in terms of the Electric Industry Law and has to reflect elements such as electricity generation costs and other operating costs, as well as the amount of electricity demanded by and supplied within the MEM. Such competition price serves as a reference for long-term supply agreements between providers and qualified users, partially replacing the current CFE-published tariffs.

Even though the Electric Industry Law provides the general guidelines to which the operation of the MEM is subject, on September 8, 2015, the Mexican Ministry of Energy published the Guidelines of the Market (*Bases del Mercado Eléctrico*), as the general administrative provisions which establish the principles for the design and operation of the MEM. The regulations list certain topics which are described in depth in the Rules of the Market (*Reglas del Mercado)*, such as the methodology that is used to forecast the level of demand in the spot market, information on market participants, and the methodology to determine the price of the electricity sold and purchased within the spot market.

The Guidelines are part of the Rules of the Market, which are administrative provisions of general application that specifically detail different aspects of the operation of the MEM, and determine the rules that all market participants, such as generators, traders, suppliers, non-supplier traders or qualified users, as well as the competent authorities must comply with. It further outlines the procedures they must follow in order to maintain the proper management, operation and planning of the MEM. Pursuant to the Guidelines, which were subsequently supplemented by guidelines for market practices, operational guidelines and criteria and operating procedures, the different participants of the electricity industry are able to carry out activities which are now open to private participation, due to the so-called energy reform that took place in late 2013 in Mexico, and which were implemented and now regulated through the Electric Industry Law and its Regulations (such activities include, among others, transactions of sale of electricity and related services, power, financial transmission rights and clean energy certificates).

Public Consultation

The Electric Industry Law and the regulations thereunder set out the obligation to carry out a prior consultation process in the event a project is to be developed in certain lands where communities or indigenous people are found. This obligation, which is established in international treaties, as well as in Article 2 of the Political Constitution of the United Mexican States, is now established in the new legal framework to provide certainty regarding community and social issues in all projects within the electric industry.

The aforementioned general obligation is provided for in the Electric Industry Law and the regulations thereunder detail the specific procedure to be followed, including the filing of a social and cultural impact assessments before the Mexican Ministry of Energy and the different stages that the prior consultation entail, among others.

Transitory Regime

Given that the Electric Industry Law set various deadlines for the full implementation of its provisions (such as the issuance of the “Market Rules”, the full entry into operation of the MEM; or the Terms and Conditions for the Supply of Electricity), a transitory regime was established. This regime intended to provide clarity and certainty to all participants of the industry who had ongoing projects, or planned to start projects at that time of transition.

Permits

Permits granted by CRE, in accordance with the Electricity Law, will continue to be governed under the terms set out therein and other applicable provisions. Holders of such permits who decide to remain under the regulation of Electricity Law may, at any time, migrate to the new regime if it suits their interests.

Interconnection agreements

In order to be able to execute an interconnection agreement in terms of the Electricity Law (in the event not previously executed), those interested in doing so should have complied with the following conditions: (i) having obtained or having applied for a permit in any of the modalities provided by the Electricity Law, prior to the entry into force of the Electric Industry Law (August 11, 2014); (ii) having notified CRE about its intention to continue with the development of the relevant project; and (iii) having provided proof evidencing that the appropriate financing for the project has already been obtained, that they have already contracted the supply of the main equipment required for the project, and that at least 30% of the total investment for the project has been paid, before December 31, 2016. Additionally, it is possible to execute an interconnection agreement in terms of the Electricity Law if a company participated in an open season process, through which CRE granted transmission capacity to several participating companies.

The Electric Industry Law also provides certainty regarding interconnection agreements which have been executed with CFE prior to the enactment of the Electric Industry Law, as those agreements which were executed under the scope of regulation of the Electricity Law will remain in force for their entire duration (although they will not be subject to renewal or extension upon their termination). With the enactment of the Electric Industry Law, it is now only possible to modify executed interconnection agreements in relation to the load points, surplus sales, support services; cost of stamp wheeling and other conditions contained therein which may apply.

Permit holders who choose to remain under the scope of regulation of the Electricity Law and decide to keep their interconnection agreements will be governed by the terms and conditions set forth therein and, consequently, will not be subject to the rules of the MEM.

Notwithstanding the foregoing, it is important to mention that the transitory clauses of the Electric Industry Law provide that if those interconnection agreements executed under the provisions of the Electricity Law do not reach commercial operation by December 31, 2019 at the latest, then they will be cancelled.

Network's Code

On April 8, 2016, the Network's Code (*Código de Red*) was published in the Federal Official Gazzette. Such code establishes the conditions of efficiency, quality, reliability, continuity and sustainability in order to allow and promote the development, maintenance, operation, enlargement and modernization of the National Electric System in a coordinate way based on the technical-operative requirements, and in an economical and efficient way, under the principles of open access and without improper discrimination.

Among other provisions, the Network's Code sets forth the obligation of different market participants to meet several technical requirements and improvements of their electric facilities with the purpose of ensuring the efficiency, quality, reliability, continuity and sustainability of the Sistema Eléctrico Nacional.

It is important to bear in mind that the Network's Code became effective by April 9, 2019, which provided members of the industry (grandfathered or not) a three year period to complete all works necessary to meet the aforementioned requirements. Taking into consideration the foregoing, all members of the industry should have finished such works by April, 2019. Strictly speaking, if any member of the industry did not timely comply with this obligation, the relevant penalties will be imposed.

Former Regulatory Framework

The following laws and regulations include constitutional, legal and administrative provisions applying to the development of cogeneration projects in Mexico, according to the former regulatory framework:

- The Mexican Constitution. Pursuant to articles 25, 27 and 28 of the Mexican Constitution, the supply of electricity, a public service in Mexico, including its generation, transmission, transformation, distribution and sale are activities expressly reserved to the Mexican federal government.

- Electricity Law. Along with its regulations, this law provides the main legal framework through which the Mexican federal government, acting through CFE, provides the public its electricity supply, as well as the regulations applicable to power generation, sale and purchase for the private sector.

- Law of the Energy Regulatory Commission, *Ley de la Comisión Reguladora de Energía*. This regulates the manner in which the CRE operates.

- Resolution number RES/146/2001, issued by the CRE: Fee Calculation Methodology for Electricity Transmission Services, *Metodología para la determinación de los cargos por servicios de transmisión de energía eléctrica*. This regulation provides the mechanism pursuant to which CFE will calculate the appropriate charges for the requests of transmission services.

- Interconnection Agreement, *Contrato de Interconexión*, issued by the CRE.

- Transmission Agreement, *Convenio de Transmisión*, issued by the CRE.

- Methodology and criteria for high-efficiency cogeneration, *Metodología y criterios de cogeneración eficiente*

- Guidelines for the validation as high-efficiency cogeneration systems (*Disposiciones para acreditar sistemas de cogeneración eficiente*).

Current Regulatory Framework

The following laws and regulations are among the main provisions that include constitutional, legal and regulatory provisions applying to the development of cogeneration projects in Mexico, according to the recently enacted regulatory framework:

- Political Constitution of the United Mexican States *(Constitución Política de los Estados Unidos Mexicanos).*

- Electric Industry Law *(Ley de la Industria Eléctrica).*

- Regulation of the Electric Industry Law *(Reglamento de la Ley de la Industria Eléctrica)*

- Energy Regulatory Bodies Law *(Ley de los Órganos Reguladores Coordinados en Materia Energética).*

- Energy Transition Law *(Ley de Transición Energética).*

- Federal Electricity Commission Law *(Ley de la Comisión Federal de Electricidad).*

- Regulations of the Federal Electricity Commission Law (*Reglamento de la Ley de la Comisión Federal de Electricidad*).

- Terms for the strict legal segregation of the Federal Electricity Commission *(Términos para la estricta separación legal de la Comisión Federal de Electricidad).*

- Geothermal Energy Law *(Ley de Energía Geotérmica).*

- Guidelines that regulate the criteria for granting clean energy certificates (*Lineamientos que establecen los criterios para el otorgamiento de certificados de energía limpia*) which have been recently amended and which relevant implications will be further mentioned below.

- Guidelines of the Market (*Bases del Mercado Eléctrico*).

- Network's Code *(Código de Red).*

- General Administrative Provisions that establish the terms for the operation of the Register of Qualified Users (*Disposiciones administrativas de carácter general que establecen los términos para la operación y funcionamiento del registro de Usuarios Calificados*).

- Resolution by means of which the Energy Regulatory Commission issues the general administrative provisions that establish the general conditions for the provision of the energy supply (*Resolución por la que la Comisión Reguladora de Energía expide las Disposiciones administrativas de carácter general que establecen las condiciones generales para la prestación del suministro eléctrico*).

- Mechanism to request the modification of the permits granted under the Electricity Public Service Law for generation permits, as well as the criteria under which the permit holders of such regime may execute an interconnection contract while the Wholesale Electricity Market becomes effective (*Mecanismo para solicitar la modificación de los permisos otorgados bajo la Ley del Servicio Público de Energía Eléctrica por permisos con carácter único de generación, así como los criterios bajo los cuales los permisionarios de dicho régimen podrán celebrar un contrato de interconexión en tanto entra en operación el mercado eléctrico mayorista*).

- General administrative provisions for the operation of the certificate procurement system and the compliance with the clean energy obligations (D*isposiciones administrativas de carácter general para el funcionamiento del sistema de gestión de certificados y cumplimiento de obligaciones de energías limpias*).

- General administrative provisions that establish the minimum requirement to be met by suppliers and qualified users participating in the Electricity Market to acquire energy demand in terms of article 12, section XXI, of the Electricity Industry Law *(Disposiciones administrativas de carácter general que establecen el Requisito mínimo que deberán cumplir los suministradores y los usuarios calificados participantes del mercado para adquirir potencia en términos del artículo 12, fracción XXI, de la Ley de la Industria Eléctrica*).

- General administrative provisions regarding open access and provision of services in the National Transmission Network and the General Distribution Networks (*Disposiciones administrativas de carácter general en materia de acceso abierto y prestación de los servicios en la Red Nacional de Transmisión y las Redes Generales de Distribución de Energía Eléctrica*).

- General administrative provisions that establish the requirements and minimum amounts of electricity coverage contracts that suppliers must hold regarding electric power, energy demand and clean energy certificates that they will supply to the represented load centers and their verification (*Disposiciones administrativas de carácter general que establecen los requisitos y montos mínimos de contratos de cobertura eléctrica que los suministradores deberán celebrar relativos a la energía eléctrica, potencia y certificados de energía limpia que suministrarán a los centros de carga que representen y su verificación*).

In addition to the above-mentioned provisions, the following general normative bodies must be taken into consideration and which may be published/modified from time to time:

- Market practice manuals;
- General administrative provisions issued by CRE, as applicable;
- Guidelines, criteria and operating procedures of the electricity sector;
- Mexican official standards issued by the Ministry of Energy and the Ministry of Economy (Secretaría de Economía), as applicable;
- Resolutions issued by Energy Regulatory Commission, as applicable;
- Decrees and guidelines issued by the Ministry of Energy; and
- Resolutions issued by CENACE, CRE and the Ministry of Energy.

Clean Energy Certificates

As mentioned above, the guidelines that regulate the criteria for granting clean energy certificates (*lineamientos que establecen los criterios para el otorgamiento de certificados de energía limpia*) have been recently amended. On October 28, 2019, some previously applicable requirements for such granting purposes were eliminated, especially the provision (among others) which established that grandfathered clean power plants that reached its commercial operation date prior August 11, 2014, would not be entitled to be granted with clean energy certificates.

The purpose of such modification, as argued by the Federal Government, is to seek a decrease in the electricity price produced by means of clean technologies and to promote the competition between generators, leading to better prices and avoiding speculation.

Notwithstanding the above the private investment sector of the industry has expressed a total rejection of the aforementioned amendment, given that it represents a risk to the national and international investments injected into the Mexican market under the originally enacted guidelines. The main argument of such sector is that with this amendment, the incentive for investments in generation projects by mean of clean technologies would disappear, given that the purchase and sale of clean energy certificates would not be profitable anymore.

It is important to bear in mind that various legal recourses (amparo lawsuits) have been filed by private companies and associations in order to challenge the validity and enforceability of the relevant amendment. In this regard, several definite suspensions have been granted to such companies; nevertheless, different controversies have arisen from these trials, including jurisdiction disputes. Notwithstanding the foregoing, it is worth-mentioning that the validity and legality of the relevant amendments is still subject to review of the courts with jurisdiction.

Regulation in Peru

Below is a general overview of certain Peruvian electricity sector regulations. This overview should not be considered a full description of all regulations.

The Electric Transmission Sector

The Peruvian electric system serves energy to a large area of the country through its national grid, the SEIN (the Sistema Eléctrico Interconectado Nacional*)*, that has transmission lines and substations operating at 500, 220, 138, 69 and 33-kV levels.

Pursuant to Law 28832, which is applicable to any transmission project commissioned after July 2006, the transmission facilities integrating the transmission grid are classified as those belonging to: either (i) the Guaranteed Transmission System, or *Sistema Garantizado de Transmisión* (SGT), for transmission facilities that are included in the transmission plan and developed pursuant to a concession agreement granted by the Peruvian government to the winner of a public tender, or (ii) the Complementary Transmission System, or *Sistema Complementario de Transmisión* (SCT), for transmission facilities that are either (a) included in the transmission plan and developed by the private entity that was awarded a concession as a result of the successful review of a private initiative proposal, or (b) not included in the transmission plan.

Under Law 28832, the projected expansions of the transmission system identified in the Peruvian transmission plan are part of the SGT. The government organizes tender procedures to call private investors interested in building the projected lines of the SGT. Under SGT Concession Agreements, the concessionaire shall build the lines and be responsible for their operation and maintenance. Recovery of the investment during the term of the contract (up to 30 years) is guaranteed thereunder. The concessionaire owns the transmission assets during the term of the contract. Upon expiry of the contract the assets return to the State which shall call a new tender if the lines are required at such time for the operation of the system.

Transmission lines of interest to generation plants, distribution networks or large consumers are part of the SCT. The lines of the SCT included in the Peruvian transmission plan and certain projects that exclusively serve the demand, as defined by the government, may be subject to tenders for the granting of SCT Concession Agreements up to 30 years. The rest of the SCT projects are subject to the general regime in which the owners of the SCT lines (for example, the generation companies building them to connect their plants to the system) are the holders of the respective Definitive Transmission Concession and own the transmission assets through the term of the concession.

Open Access Regime

The activity of electricity transmission is a public service according to Peruvian law; such service is subject to open access regulations, which imply that the owner of a transmission infrastructure is obliged to allow third parties to connect to the SEIN through its transmission facilities. However, third parties requesting access to a transmission system have the obligation to assume the costs of any additional investment required to increase the connection capacity, if required to make the interconnection feasible. The terms and conditions of the required new investments shall be negotiated in an interconnection agreement.

Access of third parties to the SGT with facilities that are not included in the Peruvian transmission plan requires a previous verification by the Comité de Operación Económica del Sistema Interconectado Nacional, or COES, of the technical conformity of such connection facilities. For those facilities needed for the electrical continuity of the SGT, the third party seeking access assumes the costs of expansion and compensation for their use, and the corresponding SGT concessionaire is responsible for the implementation, operation and maintenance of these facilities. The operation and maintenance costs of these facilities are those arising from the agreement between the SGT concessionaire and the third party seeking access.

Pursuant Peruvian Law, the concessionaire owns the transmission infrastructure needed for the electrical continuity of the SGT. These infrastructures will be concession assets under the contract. As a general rule, under the SGT Concession Agreement, upon expiry of the contract the assets return to the Peruvian State.

If a private interconnection agreement is not reached through private negotiation, a request for an interconnection mandate can be filed before the *Organismo Supervisor de la Inversión en Energía y Minería*, or OSINERGMIN, who will determine the conditions applicable to the connection, if it is technically feasible. To that end an assessment of the different connection possibilities shall be submitted to OSINERGMIN by the applicant to determine the most efficient technical solution.

The participation of OSINERGMIN shall guarantee and enforce compliance with the legal principle of open access to transmission and distribution networks. An interconnection mandate establishes the conditions under which the interconnection shall take place. The parties usually prefer to reach an agreement establishing those conditions. However, in cases where an agreement is not feasible due to the pre-existence of previous interconnection commitments with other companies, OSINERGMIN has been willing to grant new interconnection mandates as long as there is available capacity.

Tariff Regime

The SGT is compensated through the tariff base, which is the authorized annual remuneration for facilities belonging to the SGT. The tariff base is established in annual amounts and includes the following: (i) remuneration of investments (including adjustments), which is calculated based on a 30-year recovery period applying a 12% rate of return, (ii) efficient operating and maintenance costs, and (iii) the liquidation of imbalances between the authorized tariff base for the previous year and the proceeds obtained during that year.

The tariff base will be paid through the (i) tariff income and (ii) the transmission toll. The tariff income is paid monthly by the electricity generation companies in proportion to their respective capacity income. The transmission toll is paid by the electricity generation companies based on their collection of the transmission toll paid by their respective customers pursuant to Article 26 of Law 28832 and Article 27 of the Transmission Rules, or Reglamento de Transmision, approved by the Supreme Decree No. 027-2007-EM.

The electricity generation companies are paid by customers via capacity charges and energy charges established in their respective supply contracts. These capacity charges include a transmission toll per unit of peak demand needed to cover the costs to be paid for the SGT.

The monthly payments to be made by electricity generation companies to the transmission companies are liquidated by the COES, in application of the tariffs determined by OSINERGMIN. A portion of the amount collected by the electricity generation companies from customers is allocated to the transmission companies that own facilities in the SGT. As such, electricity generation companies collect the money required to pay the SGT facilities from customers.

Non-regulated customers include large electricity consumers with a maximum annual power demand over 2,500 kW and customers with maximum annual power demands between 200 kW and 2500 kW that may choose to be regulated customers or not. Non-regulated customers may freely negotiate their energy prices with suppliers.

The SCT is remunerated on the basis of the annual average cost of the corresponding facilities approved by OSINERGMIN. The applicable tariffs and their respective actualization formulas are approved by OSINERGMIN every four years.

Penalties

The concessionaires must maintain certain quality, safety and maintenance standards of the facilities. The failure to meet the quality standards established by applicable industry regulations, such as the technical rules of quality for power services, approved by Supreme Decree No. 020-97-EM, and the National Power Code, may result in the imposition of penalties, fines and restrictions. In addition to these penalties, fines and restrictions, if our concession is terminated due to the breach of obligations under the Concession Agreements, the Peruvian Ministry of Energy may appoint an intervenor to supervise the operations related to the concession to ensure the continuity in the provision of the service, and the compliance with applicable laws and regulations.

If a concessionaire suspends or interrupts the service for reasons other than regular maintenance and repairs, force majeure events, or failures caused by third parties, such concessionaire may be required to indemnify those who were affected for the damages caused by any such service interruption, in accordance with applicable regulations. In addition, the OSINERGMIN could impose penalties, including, among others, (a) admonishment, (b) successive fines, depending on the nature and effect of the interruption and its frequency, (c) temporary suspension of activities, and (d) definitive suspension of activities and the provisional administration of operations by an intervenor, if a termination event occurs and the Peruvian Ministry of Energy notifies of its desire to terminate the SGT Concession Agreement.

Also, OEFA (Agency of Environmental Evaluation and Control), the entity in charge of the supervision, inspection and sanction concerning environmental matters, may impose fines and corrective measures to the companies in case of violation of the environmental rules and regulations.

Electricity Legal Framework

The principal laws and regulations governing the Peruvian power sector, or the Power Legal Framework, are: (i) the Power Concessions Law (or *Ley de Concesiones Electricas*, PCL), approved by Law No. 25844, and its implementing rules (Supreme Decree No. 09-93-EM); (ii) the Law to Ensure the Efficient Development of Electricity Generation (or *Ley para Asegurar el Desarrollo Eficiente de la Generacion Electrica*), approved by Law No. 28832, or Law No. 28832; (iii) the Transmission Rules (or *Reglamento de Transmision*), approved by the Supreme Decree No. 027-2007-EM, or the Transmission Rules; (iv) the General Environmental Law (Law No. 28611); (v) the new Regulations for the Environmental Protection in Power Activities, approved by Supreme Decree No. 014-2019-EM, published on July 7, 2019; (vi) the Power Sector Antitrust Law (Law No. 26876) and its regulations (Supreme Decree No. 017-98-ITINCI); (vii) the Laws creating OSINERGMIN (Law No. 26734 and Law No. 28964); (viii) the OSINERGMIN Rules (Supreme Decree No. 054-2001-PCM); (ix) the Regulatory Agencies of Private Investment in Public Services Framework Law (Law No. 27332); and (x) the Legislative Decree that promotes investment in the generation of power through renewable resources (Legislative Decree No. 1002) and its regulations (Supreme Decree No. 012-2011-EM).

These laws regulate how to enter the electricity sector (applicable permits and licenses); the main obligations of the different participants of the electricity market (generators, transmission companies and distribution companies); remuneration systems for the different market participants; rights of electricity consumers and the attributions of the competent authorities.

Other relevant laws are: (i) the Public Consultation Law and its regulations (Law No. 29785 and Supreme Decree No. 001-2012-MC) for projects that may affect rights of indigenous and native communities and (ii) Law of National Heritage (Law 28296) and relevant regulations (among others, Supreme Decree No.003-2014-MC and Supreme Decree 011-2006-ED) for obtaining the CIRA which is issued by the Ministry of Culture, certifying there are no archaeological remains in an area. Prior to performance of any activity or construction works, titleholders shall obtain the corresponding CIRA.

Some of the main aspects of Peru's regulatory framework concerning its power sector are: (i) the separation between the power generation, transmission and distribution activities; (ii) unregulated prices for the generation of power supplied to unregulated customers; (iii) regulated prices for the generation of power supplied to regulated customers; (iv) regulated prices applicable to transmission and distribution of power for both regulated and unregulated customers; and (v) the private administration of the SEIN, according to the principles of efficiency, cost reduction, guaranty of quality and reliability in the provision of services.

All entities that generate, transmit or distribute power to third parties in Peru, including self-generators and co-generators that sell their excess capacity and energy in the SEIN, are regulated by the Power Legal Framework.

Although significant private investments have been made in the Peruvian power sector and independent entities have been created to regulate and coordinate its oversight, the Peruvian government still retains ultimate oversight and regulatory control. In addition, the Peruvian government owns and controls various generation and distribution companies in Peru.

The New Regulation for Environmental Protection in Electrical Activities

In accordance with the current environmental legal framework, as a general rule, prior to the construction and beginning of the electrical activities (i.e. generation, transmission or distribution) the holder must obtain from the Ministry of Energy and Mines (hereinafter, "MINEM") the Instrument for Environmental Management (hereinafter, "IEM"), which after its approval is mandatory for implementation.

By Supreme Decree No. 014-2019-EM, published on July 7, 2019, the MINEM approved the new Regulation for Environmental Protection in Electrical Activities (hereinafter, the "REPEA").

The REPEA establishes the obligation to have an Environmental Certification prior to the beginning of the construction and operation of any electrical activities capable of generating environmental impacts. The Instruments for Environmental Management (hereinafter, "IEM") regulated are the following:

(i) Environmental studies

- Environmental Impact Statement (DIA) - Category I
- Semi-detailed Environmental Impact Study (EIAsd) - Category II
- Detailed Environmental Impact Study (EIA-d) - Category III

(ii) Complementary Instruments for Environmental Management

- Total Abandonment Plan (PAT)
- Partial Abandonment Plan (PAP)
- Rehabilitation Plan (PR)
- Sustainability Technical Report (ITS)
- Plan Directed to Remediation (PDR), within the framework of the regulations on the Standard Quality of Environmental for Soil
- Environmental Management Plan for Polychlorinated Biphenyls (PGAPCB).

In the Seventh Subchapter of the Third Chapter of the REPEA, the figure of the Environmental Adaptation Plan (hereinafter, "EAP") was created, which consists in a complementary and exceptional IEM that seeks to facilitate the adaptation of electrical activities to the current environmental obligations and regulations (i.e. correct or adapt transmission lines installed in routes that vary from the specific coordinates, and even from the study area, approved by MINEM in the environmental certifications).

The holder of electrical activities that decides to make use the presentation of the EAP, must send a communication to the MINEM. This communication must be sent within a maximum period of ninety (90) working days from the entry into force of the REPEA and must contain information on the modifications not contemplated in the previous IEM. This deadline expired on November 19, 2019.

The EAP must contain the main real and/or potential negative effects generated by an electrical facility that was built failing to comply some or all aspects approved by the MINEM in the environmental certifications). Likewise, it must provide for corrective and/or permanent measures, as well as implementation schedules in relation to the environmental commitments that the administrators adopt.

The REPEA regulates three (3) cases of fact in which the presentation of an EAP proceeded, such as:

(i) In the case of electricity activities, without having previously obtained the approval of the Environmental Study or complementary IEM.
(ii) In the case of electrical activities not contemplated in the previous assumption, which have an Environmental Study or complementary IEM and have been made extensions and/or modifications to the activity, without having previously carried out the corresponding modification procedure.
(iii) In case the Holder has an Affidavit for the development of their electrical activities, within the framework of the current regulations at the time, instead of having an Environmental Study.

It is pertinent to point out that, the REPEA establishes that in cases (i) and (ii), persists the supervisory and supervise power of the Competent Authority in Environmental Control Matters, that is, the viability of the intervention of the Agency for Environmental Assessment and Inspection (hereinafter, "OEFA") for the imposition of sanctions when the existence of administrative responsibility is demonstrated within the framework of a sanctioning administrative procedure.

It was the responsibility of the competent environmental authority to analyze the application submitted, without prejudice to requesting assistance from other entities, if applicable.

According to the Fourth Final Complementary Provision of the REPEA, the administrator who made the request for the presentation of the EAP had a maximum and non-extendable term of three (3) years (counted from the expiration of the ninety-day term described in the paragraph above) for the effective delivery of the EAP, in accordance with the guidelines contained in Annex 2 of the REPEA.

The Guaranteed Transmission System—SGT Concession Agreement

ATN and ATS (hereinafter, ABY Transmisión Sur), as concessionaires, have SGT Concession Agreements granted by the Peruvian government as a result of a public tender.

Under the SGT Concession Agreement, the Peruvian Ministry of Energy grants the concession necessary to construct, develop, own, operate, and maintain the transmission lines and substations comprising a project to provide electricity transmission services that has been included in the Peruvian transmission plan.

The SGT Concession Agreement must specify the works schedule of the project and the corresponding guaranties of compliance. It also specifies the causes of termination of the agreement. The SGT concessionaires are not obliged to pay the grantor any consideration for the SGT Concession Agreement.

Under the SGT Concession Agreement, the concessionaire shall build the lines and be responsible for their operation and maintenance. The recovery of the investment during the term of the contract (30 years) is guaranteed thereunder. The concessionaire owns the transmission assets during the term of the contract. Upon expiry of the contract the assets return to the state, which shall call a new tender if the lines are required at such time for the operation of the system.

In addition to the SGT Concession Agreement, the SGT concessionaire should obtain from the Peruvian Ministry of Energy a Definitive Concession, or the Definitive Concession, which entitles such concessionaire to develop the activity of electricity transmission. The Definitive Concession will be granted for the term of the SGT Concession Agreement, and under the terms and conditions of the latter (among others, the works schedule of the project).

Under the Definitive Concession, if the concessionaire requests it, the grantor shall impose easements on the lands required for the execution of the project in accordance with applicable laws, but the grantor does not assume the costs associated with such easements.

Under the SGT Concession Agreement upon request, the grantor is also required to use its best efforts to assist in obtaining licenses, permits, authorizations, concessions and other rights when the owner of the project complies with the legal requirements to obtain them and they are not granted on a timely basis by the competent authorities.

Revenues

The revenues of the project are established under the terms of the SGT Concession Agreement. In addition, the revenues of the project are funded by the users of electricity system.

In effect, the compensation for facilities that are part of the SGT is allocated to customers by OSINERGMIN according to the amounts of investment, operational and maintenance costs set forth in the SGT Concession Agreement. The SGT will receive monthly compensation from the generation companies that collect the tariff base from their customers. Their compensation will be paid on a monthly basis and these monthly payments are liquidated by the COES, following the tariffs established annually by OSINERGMIN.

As of the commercial operation date, the owner of a project receives the revenue from payments of the tariff base pursuant to the SGT Concession Agreement. The calculation of the tariff base is based on: (i) an amount which represents a return on investment, including operation and maintenance costs and (ii) the amount determined on May 1 of each year by OSINERGMIN, in order to compensate for any intra-year difference between the compensation we should have received in the immediately preceding tariff year in U.S. dollars and the amount actually paid in Peruvian soles, determined at the exchange rate published in the Official Gazette “El Peruano” on the last working day prior to the fifteenth day of the month following the relevant month for which the services were charged to the electricity generation companies.

Every year, before the beginning of the new tariff period, OSINERGMIN will recalculate and determine the tariff base in U.S. dollars for the period which starts from May 1 of such year to April 30 of the following year. This determination is approved in April of each year through a resolution published in the Official Gazette, “El Peruano.”

Regulation in Spain

On November 26, 1997, the European Union published a report, or White Paper, which outlined a strategy and a community-wide action plan aimed at doubling energy production from renewable energy sources in the European Union from 6% in 1996 to 12% by 2010. The White Paper proposed a number of measures to promote the use of renewable energy sources, including measures designed to provide renewable energy sources better access to the electricity market. The Kyoto Protocol, ratified by the EU and its Member States on May 31, 2002, imposed a target of reducing EU emissions of greenhouse gases by 8%.

Directive 2009/28/EC on the Promotion of the Use of Energy from Renewable Sources of the European Parliament and of the Council of the European Union, or the 2009 Renewable Energy Directive, set mandatory national overall targets for each Member State consistent with at least 20% of EU total energy consumption coming from renewable energy sources by 2020. In order to comply with these mandatory renewable energy targets, all EU Member States, including Spain, were required to develop a national action plan, called a National Renewable Energy Action Plan, or NREAP. Spain’s NREAP was issued on June 30, 2010 and sent to the European Commission.

In its NREAP, Spain set a target of 22.7% for primary energy consumption to be supplied by renewable energy sources and a target of 42.3% of total electricity consumption to be supplied by renewable energy sources by 2020.

In 2011, a new Renewable Energies Plan, referred to as REP 2011-2020, was developed by the European Parliament and the Council of the European Union under the 2009 Renewable Energy Directive that added a new target to the 2009 Renewable Energy Directive, a minimum of 10% of transportation energy consumption to be supplied from renewable energy sources in each Member State by 2020.

In Spain, these targets mean that energy from renewable sources should represent at least 20% of total energy consumption by 2020, consistent with the EU target, with a minimum of 10% of transportation consumption to be derived from renewable sources by that same year.

Article 3.3(a) of the 2009 Renewable Energy Directive states that in order to reach the targets set for 2020, Member States may apply support schemes and incentives for renewable energy. These support systems or incentives are different in each country, but the most common are:

- *Green certificates*. Producers of renewable energy receive a “green certificate” for each MWh they generate, and suppliers of energy have an obligation to purchase part of the energy that they supply from renewable sources.

- Investment grants and direct subsidies. These help defray the costs of installing renewable energy generation plants.

- Tax exemptions or relief. These include ITCs, cash grants in lieu of tax credits and accelerated depreciation, among others.

- System of direct support of prices. These include regulated tariffs and premiums and involve a regulatory guarantee to purchase energy generated by a renewable energy plant for an allotted period of time at a fixed tariff per kWh, for a maximum annual number of hours, so that the producer is ensured of a reasonable return on its investment.

Regulatory Framework Applicable to Solar Power Plants Currently in Operation

The applicable legal framework for solar power plants already in operation is set out in the following legal instruments:

- Royal Decree-law 9/2013, of July 12, containing emergency measures to guarantee the financial stability of the electricity system, referred to as Royal Decree-law 9/2013;

- Law 24/2013, of December 26, the Electricity Sector Act, referred to as the Electricity Act;

- Royal Decree 1955/2000, of December 1, regulating the activities of transmission, distribution, marketing, supply and authorisation procedures for electrical energy facilities, referred to as Royal Decree 1955/2000.

- Royal Decree 413/2014, of June 6, regulating electricity production from renewable energy sources, combined heat and power and waste, referred to as Royal Decree 413/2014;

- Royal Decree-Law 15/2018 of 5 October on urgent measures for energy transition and consumer protection; referred to as Royal Decree-Law 15/2018.Royal Decree-Law 17/2019 of 22 November adopting urgent measures for the necessary adaptation of remuneration parameters affecting the electricity system and responding to the process of cessation of activity of thermal power plants, referred to as Royal Decree-Law 17/2019.

- Ministerial Order IET/1045/2014 of June 16, published on June 20, 2014, approving the remuneration parameters for standard facilities, applicable to certain electricity production facilities based on renewable energy, cogeneration and waste, referred to as Revenue Order;

- Ministerial Order IET/1882/2014 of October 14, published on October 16, 2014, establishing the methodology for the calculation of the electricity associated to the gas consumption in CSP plants; and

- Ministerial Order ETU/130/2017 of February 17, published on February 22, 2017, updating the remuneration parameters for the existing standard renewable energy facilities applicable from 1 January 2017, referred to as Updated Parameters Order.

- Royal Decree-Law 17/2019 of 22 November adopting urgent measures for the necessary adaptation of remuneration parameters affecting the electricity system and responding to the process of cessation of activity of thermal power plants, referred to as Royal Decree-Law 17/2019.

Primary Rights and Obligations under the Electricity Act

The high penetration of production technologies from renewable energy sources, cogeneration and waste, included in the so-called special regime for the production of electrical energy, meant that their singular regulation linked to power and its technology had no object. On the contrary, it made it necessary for the regulation to contemplate these facilities in a manner analogous to that of the rest of the technologies that are integrated into the market, and in any case, that they are considered by reason of their technology and implications for the system, rather than by reason of their power, so that the differentiated concepts of ordinary and special regime were abandoned. For this reason, there is a unified regulation, without prejudice to the singular considerations that need to be established.

Notwithstanding the above, the Electricity Act eliminates specifies the priority access and dispatch criteria for electricity from renewable energy sources and high-efficiency cogeneration, in accordance with European Community directives and continues to recognize the following rights for producers with facilities that use renewable energy sources:

- *Priority off-take*. Producers of electricity from renewable sources will have priority over conventional generators in transmitting to off takers the energy they produce over conventional generators under equal market conditions, without prejudice to the requirements relating to the maintenance of the reliability and safety of the national electricity system and based on transparent and non-discriminatory criteria, in terms to be determined by the Government in a regulatory manner.

- *Priority of access and connection to transmission and distribution networks*. Without prejudice to the security of supply and the efficient development of the system, producers of electricity from renewable energy sources will have priority in obtaining access and connecting to the grid, subject to the terms set forth in the regulations, on the basis of objective, transparent and non-discriminatory criteria.

- *Entitlement to a specific payment scheme:* In the case of existing facilities for the production of energy from renewable energy sources for which the specific remuneration system is recognised it is stablished a remuneration system based on the necessary participation in the market of these facilities, complemented by market income with a specific regulated remuneration that allows these technologies to compete on an equal conditions with the rest of the technologies on the market. This specific complementary remuneration will be sufficient to reach the minimum level necessary to cover the costs and enables them to compete on a level playing field with the other, non-renewable technologies on the market while achieving a reasonable return on investment. In case of new facilities, the Government can establish a specific remuneration and the granting of it would be via auction.

The significant obligations of the renewable energy electricity producers under the Electricity Act include, inter alia, a requirement to:

- Offer to sell the energy they produce through the market operator even when they have not entered into a bilateral or forward contract and so are excluded from the bidding system managed by the market operator.

- Maintain the plant's planned production capacity. Power lines, which include connections with the transmission or distribution network and transformers, are considered part of the production facility.

- Contract and pay the corresponding fees, whether directly or through their representatives, to the transmission or distribution companies to which the renewable energy facilities are connected in order for their power to be fed into the grid.

Additionally, the Royal Decree 413/2004 establishes the following relevant obligations for the renewable energy electricity facilities:

- Having, prior to the beginning of discharge into the grid, the equipment for measuring electrical energy.

- The facilities must be registered in the Administrative Register of Electrical Energy Production Facilities under the Ministry of Industry.

- Voltage dips: all facilities or groupings of photovoltaic facilities with an installed power greater than 2 MW, in accordance with the definition of grouping, shall be obliged to comply with the requirements for responding to voltage dips established by means of the corresponding operating procedure.

- Control centres: all facilities with installed power greater than 5 MW, and those with installed power less than or equal to 5 MW but which form part of a grouping of the same subgroup of article 2 whose total sum of installed powers is greater than 5 MW, must be attached to a generation control centre.

- Send of telemetric measurements: all facilities producing from renewable energy sources, cogeneration and waste with installed capacity greater than 1 MW, or less than or equal to 1 MW but which form part of a grouping of the same subgroup whose total installed capacity is greater than 1 MW, must send telemetric measurements to the system operator in real time.

Compliance with these last three obligations will be a necessary condition for the receipt of the specific retribution regime and must be accredited before the body in charge of carrying out the settlements. Otherwise, only market revenues will be received, without prejudice to the applicable sanctioning regime.

Permits and authorisations

The Electricity Act and the Royal Decree 1955/2000 generally require in terms of the promotion, construction and operation of facilities for the production of energy from renewable energy sources the obtaining of the following administrative authorisations:

- Prior Administrative authorization (*Autorización Administrativa Previa*), which refers to the preliminary project of the installation as a technical document that will be processed, where appropriate, together with the environmental impact study.

- Approval of the execution project (*Autorización Administrativa de Construcción*), which refers to the specific project of the facility and allows its owner to construct or establish it.

- Operating permit (*Autorización Administrativa de Explotación*), which, once the project has been executed, allows the facilities to be energised and to proceed with their commercial exploitation.

Registration on Public Registers

The Electricity Act and Royal Decree 413/2014 require electricity generation facilities to be entered on the official register of electricity production plants maintained by the Ministry of Energy, Tourism and Digital Agenda.

The autonomous regions may keep their own registers of electricity generation plants they have authorized if such plants have a capacity of 50 MW or less. The registration details of these plants must be provided to the Ministry of Energy, Tourism and Digital Agenda electronically.

Solaben 2/3 and Solaben 1/6 are on the register of the autonomous region Extremadura and the Ministry of Energy, Tourism and Digital Agenda.

Solacor 1/2, PS10/20, Helioenergy ½ and Solnova 1/3/4 are on the register of the autonomous region of Andalusia and the Ministry of Energy, Tourism and Digital Agenda.

Helios 1/2 is on the register of the autonomous region Castilla La Mancha and the Ministry of Energy, Tourism and Digital Agenda.

To receive their facility-specific reimbursement, renewable energy facilities are required under the Electricity Act and Royal Decree 413/2014 to be recorded on a new register the RRRE. Unregistered plants will only receive the pool price.

The first transitional provision of Royal Decree 413/2014 states that power plants based on renewable sources recognized under the previous economic regime, as in the case of Solaben 2/3, Solacor ½, PS10/20 will be automatically included in the RRRE.

Change of Compensation System Applicable to Solar Power Plants

Royal Decree-law 9/2013 introduced a change in the payment system applicable to new and existing electricity production facilities using renewable energy sources to guarantee the financial stability of the electric system. The purpose of Royal Decree-law 9/2013, which entered into force on July 14, 2013, was to adopt a series of measures to ensure the sustainability of the electric system and to combat the shortfalls between electricity system revenues and costs, referred to as the tariff deficit.

The measures adopted were focused primarily on the following areas: (i) the legal and financial regime for existing electricity production facilities using renewable energy sources, co-generation and residual waste; (ii) the remuneration regime for transport and distribution activities; (iii) Spain's guarantee of the securitization fund to cover the tariff deficit; and (iv) certain aspects related to capacity payments, assumption of the cost of the subsidized tariff and a review of access charges.

Royal Decree-law 9/2013 established an entirely new remuneration system, abolishing the remuneration system based on a regulated tariff applicable to electricity production facilities using renewable energy sources (including facilities in operation at the time that Royal Decree-law 9/2013 entered into force).

Prior to the adoption of Royal Decree-law 9/2013, electricity production facilities using renewable energy sources received revenues tied to their electricity produced according to their power output. This involved receiving feed-in tariffs, in €/kWh, that were split into two components: (i) the pool price of electricity and (ii) an equivalent premium, consisting of the difference between the pool price and the set feed-in tariff for each type of plant (feed in tariff = pool price + equivalent premium). This revenue was received for a maximum annual number of hours and for a pre-determined number of years, depending on the technology used in each case. For any additional hours produced, producers received the pool price.

The repealed economic scheme was applied on a transitional basis until new provisions were approved to fully implement the new remuneration system. Settlements made after July 14, 2013 were made in accordance with the previous regime until the new implementing regulations have been adopted. However, following the implementation of these new regulations, payments made during this interim period were recalculated in accordance with the new regulations. The difference between the amounts received under the prior regime and those calculated under the new regime were deducted from the first nine settlements that followed the approval of the new implementing regulations.

Current System

According to Royal Decree 413/2014, producers receive (i) the pool price for the power they produce and (ii) a specific remuneration.

A specific remuneration system is established to encourage the production of energy from renewable energy sources, high-efficiency cogeneration and waste, which may be received by the facilities in addition to their corresponding remuneration for their participation in the electricity production market through any of their contracting modalities.

This remuneration system shall apply to production facilities using renewable energy sources, high-efficiency cogeneration and waste that do not reach the minimum level necessary to cover the costs that allow them to compete on an equal footing with the rest of the technologies on the market, obtaining a reasonable return, referring to the standard installation that is applicable in each case.

The granting of this specific remuneration system for new facilities shall be established by means of competitive competition procedures that shall conform to the principles of transparency, objectivity and non-discrimination.

In order to determine the specific remuneration system applicable in each case, each installation, depending on its characteristics, will be assigned a standard installation (which will be established according to technology, installed power, age, electrical system, etc.).

The specific remuneration of each installation will be obtained from the remuneration parameters of the corresponding standard installation and from the characteristics of the installation itself.

For the calculation of the remuneration parameters of the standard installation, the values resulting from the competitive competition procedure shall be applied.

This specific remuneration system shall consist of:

a) A remuneration term per unit of installed power, which shall be called investment remuneration (Rinv) and shall be expressed in €/MW. To determine this parameter, the standard value of the initial investment resulting from the competitive tendering procedure established to grant the specific remuneration system to each installation will be considered. For the calculation of the annual income from the remuneration for the investment of an installation, the remuneration for the investment (Rinv) of the associated typical installation shall be multiplied by the power entitled to the specific remuneration system, without prejudice to the correction according to the number of equivalent hours of operation.

b) A remuneration term for the operation, which shall be called remuneration for the operation (Ro) and shall be calculated in accordance with the provisions of Article 17 of the Royal Decree 413/2014, expressed in €/MWh. In order to calculate the income from the remuneration for the operation of an installation, the remuneration for the operation (Ro) of the associated typical installation shall be multiplied, for each settlement period, by the energy sold on the production market in any of its forms of contracting in said period, attributable to the fraction of power entitled to a specific remuneration system, without prejudice to the correction based on the number of equivalent hours of operation.

For solar thermal plants, electrical energy attributable to the use of other fuels shall be excluded. The production of energy from the support fuel of solar thermal plants may not exceed 12 per cent of the total electricity production to be entitled to receive the specific remuneration system. The repetition of this non-compliance is reason for the cancellation of the inscription in the RRRE.

To calculate the energy attributable to the fraction of power entitled to a specific remuneration system, the corresponding energy shall be multiplied by the ratio resulting from dividing the power entitled to a specific remuneration system by the installed power.

In order to determine the power entitled to the specific remuneration system of a facility, the value of the power registered for this purpose in the register of the specific remuneration system in operation for said facility shall be taken as the value of the power registered for this purpose in the register of the specific remuneration system in operation for said facility.

For the granting of the specific remuneration system, the conditions, technologies or group of specific facilities that may participate in the competitive competition mechanism shall be established by royal decree.

Subsequently, by order of the Minister of Industry, Energy and Tourism, with the prior agreement of the Government's Delegate Committee for Economic Affairs, the remuneration parameters corresponding to the type of reference facilities that are the object of the competitive bidding mechanism shall be established, as well as the terms in which it shall be developed. The granting of this specific remuneration system for existing facilities is regulated in the first transitory provision of RD 413/2014, that establishes that they will be automatically registered on a date to be determined by order of the Minister of Industry, Energy and Tourism. In any case, it contemplates the possibility of requesting the modification of the inaccuracies that could contain the data of the registry after the referred automatic inscription.

As established in Order IET/1168/2014, of 3 July, the existing facilities were automatically registered in the RRRE on 9 July 2014. In order to determine the information required for automatic registration in the RRRE, the information included in the "*Settlement System*" at the time of registration has been taken into account or, for those facilities not yet included in said System, that of the remuneration pre-allocation register.

It should be borne in mind that for the purposes of the liquidation of the specific remuneration regime (former primacy special regime), renewable facilities must be registered in the liquidation system of the CNMC. In order for an installation to be registered in said Settlement System, it must be operating and registered in the well-deserved Register. Thus, the automatic inscription in the RRRE has been carried out in a state of pre-allocation or in a state of exploitation, in accordance with the following:

a) Those facilities which, at the time of registration, although having recognised primary remuneration, were not registered in the settlement system, i.e. those facilities which, although having recognised primary remuneration because they were registered in the corresponding pre-allocation register when RD-Law 9/2013 came into force, were not included in the Settlement System on 9 July 2014, as they were not operating or definitively registered in *Registro de Instalaciones de Producción en Régimen Especial* (“RAIPRE”), have been registered in a pre-allocation state. In this regard, the information contained in the remuneration pre-allocation register has been taken into account for registration.

b) Those facilities which, at the time of registration, were registered in the settlement system, i.e. operating and definitively registered in the RAIPRE on 9 July 2014, have been registered in a state of operation.

Specifically, in accordance with the sixth additional provision of RD 413/2014, so that the facilities registered in the RRRE in a state of pre-allocation under the first transitory provision may be registered in the RRRE in a state of operation, it is an essential requirement that the installation be definitively registered in the RAIPRE and start evacuating energy prior to the given deadline, that is, within the maximum period applicable to them for this purpose (generally thirty-six months) from the date of notification of the resolution by which they were registered in the pre-allocation of remuneration register.

Payment Factors for Solar Power Plants

The payment system applicable for each plant is based on various criteria considered by the Ministry of Ecological Transition and includes the specific technology used, amount of power produced relative to operating costs, age of the facility and any other differentiating factor deemed necessary to consider in applications of the payment system.

Revenue Order recognizes six types of solar thermal plants: (i) parabolic trough collectors without a storage system, (ii) parabolic trough collectors with a storage system, (iii) central or tower receivers without a storage system, (iv) central or tower receivers with a storage system, (v) linear collectors and (vi) solar-biomass hybrids.

To determine the payment system applicable to each plant, the following factors are considered:

- *Net investment value*. This consists of a standard amount per MW for each type of plant, calculated by the method set out in Royal Decree 413/2014, which is the amount invested in the plant and not depreciated as of July 14, 2013.

- *Useful life of the plant*. For solar thermal plants this is 25 years and for fhotovoltaic plants this is 30 years.

- *Return on investment*. Considering the net asset value determined on the basis of a standard cost per MW built, an amount is set per unit of power, which enables investment costs that cannot be recovered through the pool price to be recouped over the useful life of the plant.

- *Operating remuneration*. An amount is set per unit of power and hour that, added to the pool price, enables the producer to recoup all the plant’s operating and maintenance costs. Operating expenses include the cost of land, electricity, gas and water bills, management, security, corrective and preventive maintenance, representation costs, the Spanish tax on special immovable properties, insurance, applicable generation charges and a generation tax which is equal to 7% of total revenue.

- *Maximum number of operating hours*. A maximum number of hours is set for which each plant type can receive the operating remuneration

- *Operating threshold*. Plants must operate for more than a set number of hours per year to receive the return on investment and operating remuneration.

- *Minimum operating hours*. Plants that cross the operating threshold but operate for fewer hours than the annual minimum hours receive a lower remuneration.

The Ministry of Ecological Transition and Demographic Challenge submitted a draft ministerial order for public consultation from January 9, 2020 to January 21, 2020, whose object is:

(i) to update the remuneration parameters of the standard installations for the regulatory period from 1 January 2020 to 31 December 2025, and to set, where appropriate, the values of the remuneration for the operation that will be applicable during the first half of 2020, thereby complying with the provisions of the aforementioned article 20 of Royal Decree 413/2014, of 6 June, and article 3 of Order IET/1345/2015, of 2 July.

(ii) to update the values of the investment incentive for the reduction of the cost of generation, applicable to standard installations associated with isolated electricity systems in non-mainland territories.

In application of the sole additional provision of Royal Decree-Law 17/2019, the deadline for the approval of the proposed order that is being submitted for a hearing is 29 February 2020.

The draft order is currently pending to obtain a report from the CNMC which shall conduct a hearing proceeding through the Electricity Advisory Council (Consejo Consultivo de Electricidad).

In any case, although the order is not yet approved, the remuneration parameters resulting from this review shall be applicable from the start of the regulatory period. Once this order has been approved, the payment applications or, where applicable, the collection rights that may be applicable shall be settled with a charge to the following settlement. The proposed parameters are set forth in the table below.

	Useful Life(1	**Return on Investment 2020 draft (euros/MW)**	**Operating Remuneration 2020 draft (euros/GWh)**	**Maximum Hours**	**Minimum Hours**	**Operating Threshold**
Solaben 2	25 years	398,174	37,527	2,016	1,210	706
Solaben 3	25 years	398,174	37,527	2,016	1,210	706
Solacor 1	25 years	398,174	37,527	2,016	1,210	706
Solacor 2	25 years	398,174	37,527	2,016	1,210	706
PS 10	25 years	550,263	59,614	1,848	1,109	647
PS 20	25 years	407,269	53,789	1,848	1,109	647
Helioenergy 1	25 years	393,071	37,650	2,016	1,210	706
Helioenergy 2	25 years	393,071	37,650	2,016	1,210	706
Helios 1	25 years	407,037	37,858	2,016	1,210	706
Helios 2	25 years	407,037	37,858	2,016	1,210	706
Solnova 1	25 years	413,423	38,222	2,016	1,210	706
Solnova 3	25 years	413,423	38,222	2,016	1,210	706
Solnova 4	25 years	413,423	38,222	2,016	1,210	706
Solaben 1	25 years	403,599	37,730	2,016	1,210	706
Solaben 6	25 years	403,599	37,730	2,016	1,210	706
Seville PV	30 years	709,200	24,700	2,061	1,237	721

Regulatory Periods

Payment criteria are based on prevailing economic conditions in Spain, demand for electricity and reasonable profits for electricity generation activities and can be revised every three or six years. The Royal Decree 413/2014 establishes statutory periods of six years, with the first statutory period running from July 14, 2013 (the date of entry into force of Royal Decree-law 9/2013) to December 31, 2019 and the second regulatory period beginning in January 2020. Each statutory period is divided into two statutory half-periods of three years.

This “statutory period” mechanism aims to set forth how and when the Ministry of Ecological Transition and Demographic Challenge is entitled to revise the different payment factors used to determine the specific remuneration to be received by the standard facilities.

At the end of each statutory half-period (three years) the Ministry of Ecological Transition and Demographic Challenge may revise (i) the electricity market price estimates and (ii) the adjustment value for electricity market price deviations in the preceding statutory half-period.

In this regard, the proposed Parameters Order updates the remuneration parameters of the standard facilities, for the regulatory half-period between 1 January 2020 and 31 December 2023, and the approval of the estimated market price for each year of said half-period (which is estimated pursuant to the draft ministerial order in 55.85 €/MWh, 52.54 €/MWh and 49.36 €/MWh, respectively, for the years 2020, 2021 and 2022). The draft of the ministerial order has been positively assessed by the CNMC, but it has not been approved yet. In any case, the remuneration parameters resulting from this review shall be applicable from the start of the regulatory period. Once this order has been approved, the payment applications or, where applicable, the collection rights that may be applicable shall be settled with a charge to the following settlement.

Reasonable Rate of Return

According to article 14 of the Electricity Act, the remuneration system shall not exceed the minimum level necessary to cover the costs that allow production facilities from renewable energy sources, high-efficiency cogeneration and waste to compete on an equal level with the other technologies on the market and that allows reasonable return to be obtained in relation to the standard installation in each applicable case. This reasonable return will be, before tax, on the average secondary market yield of the 10-year government treasury note by applying the appropriate differential.

According to the Tenth Additional Provision of the Electricity Act, for production activities from renewable energy sources, cogeneration and waste with a specific remuneration system, the first regulatory period will begin on the date of entry into force of Royal Decree-Law 9/2013, of 12 July. In this period, the value on which the profitability of the reference rate projects will revolve for the competitive competition procedures, before taxes, will be the average secondary market yield for the three months prior to the entry into force of Royal Decree-Law 9/2013, of 12 July, of the 10-year State Obligations increased by 300 basic points. Before the start of a new regulatory period, a revised reasonable return can be established for each plant type, calculated as the average yield on Spanish government 10-year bonds on the secondary market in the 24 months through the month of May preceding the new regulatory period, plus a spread. This spread is based on the following criteria:

- Appropriate profit for this specific type of renewable electricity generation and electricity generation as a whole, considering the financial condition of the Spanish electricity system and Spanish prevailing economic conditions; and

- Borrowing costs for electricity generation companies using renewable energy sources with regulated payment systems, which are efficient and well run, within Europe.

As stated before, the next regulatory period has begun on January 1, 2020.

On July 27, 2018, CNMC (the regulator for the electricity system in Spain) issued a draft proposal for the calculation of the reasonable rate of return for the regulatory period 2020-2025. The reasonable return is no longer calculated by reference to the Spanish government 10-year bonds but by reference to the weighted average cost of capital (WACC). The WACC is the calculation method that most of the European regulators apply in most of the cases to determine the return rates applicable to regulated activities within the energy sector.

Following the recommendations of the CNMC, the Government has recently adopted the Royal Decree-Law 17/2019, which came into force on November 24, 2020 (and was validated by the Permanent Delegation of the Congress on November 27, 2020), and which is aimed to update the reasonable rate of return that applies to standard renewable energy facilities in the period 2020-2025. In accordance with the sole article of this Royal Decree-Law, the reasonable return applicable over the remaining regulatory life of standard facilities, which will be used to review and update the remuneration parameters that will be applicable during the second regulatory period, is 7.09%. The measure is intended to create certainty for investors, since it establishes by means of a regulation with the rank of law the new value of reasonable return for the following regulatory period.

In addition, the Royal Decree-Law introduces a third final provision in Law 24/2013, of 26 December, on the Electricity Sector, which exceptionally, gives the option to the owners of renewable facilities that were recognized as having primary remuneration before the entry into force of Royal Decree-Law 9/2013, that at the value on which the reasonable return fixed for the first regulatory period turns cannot be revised during the two consecutive regulatory periods starting on 1 January 2020. In other words, they will be able to maintain a reasonable profitability for their facilities of 7.398% until 2031. In any event, it is possible to waive this value, in which case the retribution will be calculated taking into account the reasonable return value fixed for each regulatory period (which in case of 2020 is 7.398%).

However, this new measure shall not be applicable when an arbitration or judicial proceeding based on the modification of the special remuneration system after Royal Decree 661/2007 is initiated or has been previously initiated in respect of the profitability of these facilities, unless it is proven that the arbitration or legal proceedings have been early terminated and the resumption or continuation of the proceedings and the receipt of compensation or indemnification has been duly waived.

Access Fee

Royal Decree-law 14/2010 was passed in order to eliminate the shortfalls between electricity system revenues and costs, referred to as the tariff deficit in the electricity sector.

The First Transitional Provision of Royal Decree-law 14/2010 provided that the owners of electricity production facilities pay a fee for access to the grid to the transmission and distribution companies (this access previously having been provided at no cost) from January 1, 2011. During the interim period, the access fee payable is: (i) calculated at €0.5 per MWh delivered to the network or (ii) any other amount that the Ministry of Ecological Transition and Demographic Challenge establishes.

Royal Decree 1544/2011 implemented the Sole Transitional Provision of Royal Decree 14/2010 and confirmed the interim access fee imposed on electricity producers (€0.5 per MWh), subject to the adoption of a final method for calculating the access fee.

Electricity Sales Tax

On December 27, 2012, the Spanish Parliament approved Law 15/2012, which became effective on January 1, 2013. The aim of Law 15/2012 is to try to combat the problem of the so-called tariff deficit, which reached approximately €28 billion as of December 2013.

Law 15/2012, as amended, provides for an electricity sales tax which is levied on activities related to electricity production. The tax is triggered by the sale of electricity and affects ordinary energy producers and those generating power from renewable sources. The tax, a flat rate of 7%, is levied on the total income received from the power produced at each of the facilities, which means that every calendar year, solar power plants will be required to pay 7% of the total amount which they are entitled to receive for production and incorporation into the electricity system of electric power, measured as the net output generated.

However, the Royal Decree-Law 15/2018 included a six-month exemption from this tax, for the electricity produced and incorporated into the electricity system, coinciding with the months of greatest demand and highest prices in the wholesale electricity markets. This entails modifying the calculation of the tax base and of the fractioned payments regulated in the tax regulations, in the following manner:

- For fiscal year 2018 the taxable base of the Tax on the Value of the Production of Electrical Energy was made up of the total amount corresponding to the taxpayer for the production and incorporation into the electrical system of electrical energy, measured in plant bars, for each installation in the tax period reduced by the remuneration corresponding to the electricity incorporated into the system during the last calendar quarter.

- The fractioned payments for the last quarter were calculated on the basis of the value of the electric power production in plant bars made during the tax period reduced by the remunerations corresponding to the electricity incorporated into the system during the last calendar quarter, applying the tax rate provided for in Article 8 of Law 15/2012 and deducting the amount of the fractioned payments previously made.

- For fiscal year 2019, the taxable base of the Tax on the Value of the Production of Electrical Energy was made up of the total amount corresponding to the taxpayer for the production and incorporation into the electrical system of electrical energy, measured in plant bars, for each installation in the tax period reduced by the remuneration corresponding to the electricity incorporated into the system during the first calendar quarter.

However, we expect the remuneration to be adjusted for the lower tax paid in these two quarters when remuneration parameters are reviewed, so that no impact is expected.

The fractioned payments are calculated on the basis of the value of the electricity production in plant bars from the beginning of the tax period until the end of the three, six, nine or twelve months referred to in the previous section, reduced by the amount of the remuneration corresponding to the electricity incorporated into the system during the first calendar quarter, applying the tax rate provided for in Article 8 of Law 15/2012 and deducting the amount of the fractioned payments previously made.

Tax Incentive of Accelerated Depreciation of New Assets

Under provisions of the Spanish Corporate Income Tax Act, tax-free depreciation is permitted on investments in new material assets and investment properties used for economic activities acquired between January 1, 2009 and March 31, 2012. Taxpayers who made investments during such period and have amounts pending to be deducted for this concept may apply such amounts with certain limitations.

Taxpayers who made or will make investments from March 31, 2012 through March 31, 2015 in new material assets and investment properties used for economic activities are permitted to take accelerated depreciation for those assets subject to certain limitations. The accelerated depreciation is permitted if:

- 40% of the tax base before the amortization or depreciation and before the offset of tax loss carryforwards for taxpayers (subject to requirements to keep up employment levels); or

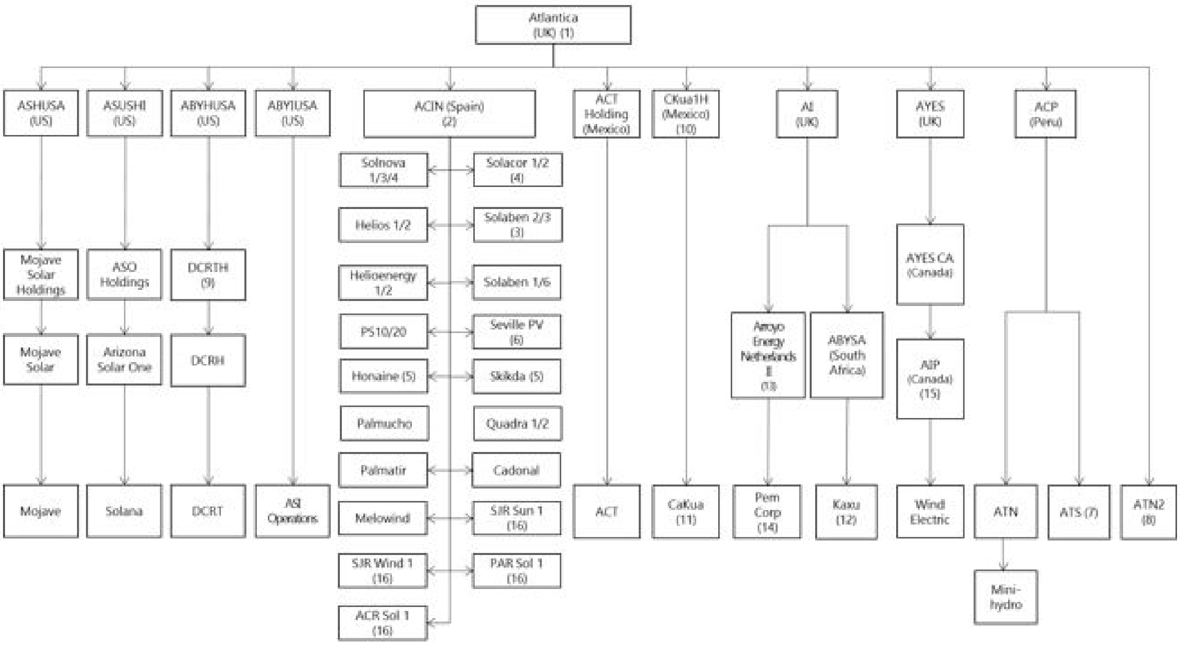
- 20% of the tax base before the amortization or depreciation and before the offset of tax loss carryforwards for taxpayers (without employment requirements).

Most of the investment in our Spanish assets was undertaken within the regime that applied between January 1, 2009 and March 31, 2012.

These limitations do not apply in respect of companies that meet the requirements set forth in article 108.1 of the Spanish Corporate Income Tax Act related to the special rules for enterprises of a reduced size.

C. Organizational Structure

The following summary chart sets forth our ownership structure as of the date of this annual report:



Notes:—

(1) Atlantica Yield plc directly holds one share in Palmucho and 10 shares in each of Quadra 1 and Quadra 2.
(2) ACIN directly holds one share in each of ABY Concessions Peru S.A., ATN S.A. and ATS S.A.
(3) 30% is held by Itochu, a Japanese company.
(4) 13% is held by JGC, a Japanese company.
(5) AEC holds 49% of Honaine and Skikda. Sacyr Agua, S.L. holds 25.5% of Honaine and 16.9% of Skikda.
(6) 20% of Seville PV is held by Instituto de Diversificacion y Ahorro de la Energia, or IDEA, a Spanish state-owned company.
(7) ATN holds a 75% stake in ATS.
(8) ATN holds a 25% stake in ATN2.
(9) 85.5% is held by Starwood
(10) ACTH directly holds one share in CKua1H
(11) 95% is held by ACS
(12) 49% held by Industrial Development Corporation, a South African Government entity
(13) 70% held by Arroyo Energy
(14) 100% indirectly held by Arroyo Energy Netherlands II
(15) 60% held by Algonquin Power & Utilities Corp

D. Property, Plant and Equipment

See “Item 4.B—Business Overview.”

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion should be read together with, and is qualified in its entirety by reference to, our Annual Consolidated Financial Statements. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs, which are based on assumptions we believe to be reasonable. Our actual results could differ materially from those discussed in these forward-looking statements as a result of various factors, including those set forth under “Item 3.D—Risk Factors” and elsewhere in this annual report.

A. Operating Results

Overview

We are a sustainable company that owns and manages renewable energy, efficient natural gas, transmission and transportation infrastructures and water assets. We currently have operating facilities in North America (United States, Canada and Mexico), South America (Peru, Chile and Uruguay) and EMEA (Spain, Algeria and South Africa). We intend to expand our portfolio, maintaining North America, South America and Europe as our core geographies.

As of the date of this annual report, we own or have an interest in a portfolio of high-quality and diversified assets in terms of type of asset, technology and geographic footprint. Our portfolio consists of 25 assets with 1,496 MW of aggregate renewable energy installed generation capacity, 343 MW of efficient natural gas-fired power generation capacity, 10.5 M ft^3 per day of water desalination and 1,166 miles of electric transmission lines.

All of our assets have contracted revenue (regulated revenue in the case of our Spanish assets and one transmission line in Chile) and are underpinned by long-term contracts. As of December 31, 2019, our assets had a weighted average remaining contract life of approximately 18 years. Most of the assets we own or in which we have an interest have project-finance agreements in place.

We intend to take advantage of, and leverage our growth strategy on, favorable trends in the clean power generation, transmission and transportation infrastructures and water sectors globally, including energy scarcity and the focus on the reduction of carbon emissions. Our portfolio of operating assets and our strategy focuses on sustainable technology including renewable energy, efficient natural gas, and transmission networks as enablers of a sustainable power generation mix and on water infrastructure. Renewable energy is expected to represent in most markets the majority of new investments in the power sector, according to Bloomberg New Energy Finance 2019, approximately 50% of the world’s power generation by 2050 is expected to come from renewable sources, which indicates that renewable energy is becoming mainstream. Global installed capacity is expected to shift from 57% fossil fuels today to approximately two-thirds renewables by 2050. A 12-terawatt expansion of generating capacity is estimated to require approximately $13.3 trillion of new investment between now and 2050 – of which approximately 77% is expected to go to renewables. Another approximately $843 billion of investment goes to batteries along with an estimated $11.4 trillion to expected to go to transmission and distribution during that period. We believe regions will need to complement investments in renewable energy with investments in efficient natural gas, in transmission networks and in storage. We believe that we are well positioned to benefit from the expected transition towards a more sustainable power generation mix. In addition, we believe that water is going to be the next frontier in a transition towards a more sustainable world. New sources of water are needed worldwide and water desalination and water transportation infrastructure should help make that possible. We currently participate in two water desalination plants with a 10 million cubic feet capacity and we have an investment in a third desalination plant through a loan.

We are focused on high-quality, long-life facilities as well as long-term agreements that we expect will produce stable, long-term cash flows. We intend to grow our cash available for distribution and our dividend to shareholders through organic growth and by acquiring new assets and/or businesses where revenues may not be fully contracted.

We believe we can achieve organic growth through the optimization of the existing portfolio, escalation factors in many of our assets and the expansion of current assets, particularly our transmission lines, to which new assets can be connected. We currently own three transmission lines in Peru and four in Chile. We believe that current regulations in Peru and Chile provide a growth opportunity by expanding transmission lines to connect new clients. Additionally, we should have repowering opportunities in certain existing generation assets.

Additionally, we expect to acquire assets from third parties leveraging the local presence and network we have in geographies and sectors in which we operate. We have also entered into and intend to enter into agreements or partnerships with developers or asset owners to acquire assets in operation, construction or development. We may also invest directly or through investment vehicles with partners in assets under development or construction, ensuring that such investments are always a small part of our total investments.

In addition, we have in place exclusive agreements with AAGES and Algonquin. The AAGES ROFO Agreement provides us with a right of first offer on any proposed sale, transfer or other disposition of certain of AAGES's assets. The Algonquin ROFO Agreement provides us a right of first offer on any proposed sale, transfer or other disposition of any of Algonquin's contracted facilities or with infrastructure facilities located outside of the United States or Canada which are developed under expected long-term revenue agreements or concession agreements. See "Item 4.B—Business Overview—Our Business Strategy" and "Item 7.B—Related Party Transactions—Abengoa Right of First Offer."

With this business model, our objective is to pay a consistent and growing cash dividend to shareholders that is sustainable on a long-term basis. We expect to distribute a significant percentage of our cash available for distribution as cash dividends and we will seek to increase such cash dividends over time through organic growth and through the acquisition of assets. Pursuant to our cash dividend policy, we intend to pay a cash dividend each quarter to holders of our shares.

2018 and 2019 acquisitions

In February 2018, we completed the acquisition of a 4 MW mini-hydroelectric power plant in Peru for a cash consideration of approximately $9 million. The plant reached COD in 2012. It has a fixed-price concession agreement denominated in U.S. dollars with the Ministry of Energy of Peru and the price is adjusted annually in accordance with the U.S. Consumer Price Index.

In October 2018 we reached an agreement to acquire PTS, a natural gas transportation platform located in the Gulf of Mexico, close to ACT, our efficient natural gas plant. PTS will have a contracted compression capacity of 450 million standard cubic feet per day and is currently under construction. The service agreement signed with Pemex on October 18, 2017 is a "take-or-pay" 11-year term contract starting in 2020, with a possibility of future extension at the discretion of both parties. On October 10, 2018, we acquired a 5% ownership in the project; once the project begins operation, which is expected in the first half of 2020, we expect to acquire an additional 65% stake, subject to final approvals. We are currently under negotiations with the seller about certain aspects of the agreement. The total equity investment for the 100% stake is estimated to be approximately $150 million. The amount paid so far has been negligible.

On December 28, 2018, the Company completed the acquisition of a power substation and two small transmission lines in Peru, constituting an expansion of the ATN transmission line ("ATN expansion 1"). Total purchase price for this asset amounted to $16 million.

In December 2018, we completed the acquisition of Chile TL3, a transmission line currently in operation in Chile. The asset has a tariff under the regulation in place in Chile, denominated in U.S. dollars and indexed to U.S. and Chilean inflation rates. Our investment was approximately $6 million.

In December 2018, we completed the acquisition of Melowind, a 50 MW wind plant in Uruguay, from Enel Green Power S.p.A. The asset has been in operation since 2015 and has a 20-year US dollar-denominated PPA in place for 100% of the electricity produced. The off-taker is the state-owned power company UTE, which has an investment grade credit rating. The total purchase price for this asset was approximately $45 million.

In January 2019, we entered into an agreement with Abengoa under the Abengoa ROFO Agreement for the acquisition of Befesa Agua Tenes, a holding company which owns a 51% stake in Tenes, a water desalination plant in Algeria that is similar in several aspects to our Skikda and Honaine plants. The price agreed for the equity value was $24.5 million, of which $19.9 million was paid in January 2019 as an advanced payment. Closing of the acquisition was subject to conditions precedent, including approval by the Algerian administration. The conditions precedent set forth in the share purchase agreement were not fulfilled as of September 30, 2019. Therefore in accordance with the terms of the share purchase agreement the advanced payment has been converted into a secured loan to be reimbursed by Befesa Agua Tenes, together with 12% per annum interest, through a full cash-sweep of all the dividends generated to be received from the asset. The share purchase agreement requires that the repayment occurs no later than September 30, 2031. In October 2019 we received a first payment in the amount of $7.8 million through the cash sweep mechanism.

In April 2019, we entered into an agreement to acquire a 30% stake in Monterrey, a 142 MW gas-fired engine facility including 130 MW installed capacity and 12 MW battery capacity. The acquisition closed on August 2, 2019 and we paid $42 million for the total equity investment. The asset, located in Mexico, has been in operation since 2018 and represents our first investment in electric batteries. It has a U.S. dollar-denominated 20-year PPA with two international large corporations engaged in the car manufacturing industry as well as a 20-year contract for the natural gas transportation from Texas with a U.S. energy company. The PPA also includes price escalation factors. The asset is the sole electricity supplier for the off-takers, it has no commodity risk and also has the possibility to sell excess energy to the North-East region of the country. We have also entered into a ROFO agreement with the seller of the shares for the remaining 70% stake in the asset.

Additionally, on May 24, 2019, Atlantica and Algonquin formed AYES Canada, a vehicle to channel co-investment opportunities in which Atlantica holds the majority of voting rights. AYES Canada's first investment was in Amherst Island, a 75 MW wind plant in Canada owned by the project company Windlectric, Inc. ("Windlectric"). Atlantica invested $4.9 million and Algonquin invested $92.3 million, both through AYES Canada, which in turn invested those funds in Amherst Island Partnership, the holding company of Windlectric. Since Atlantica has control over AYES Canada under IFRS 10 "Consolidated Financial Statements", its consolidated financial statements initially showed a total investment in the Amherst Island project of $97.2 million, accounted for as "Investments carried under the equity method" (Note 7) and Algonquin's portion of that investment of $92.3 million as "Non-controlling interest". In addition, and under certain circumstances considered remote by both companies, Atlantica and Algonquin have options to convert shares of AYES Canada currently owned by Algonquin into Atlantica ordinary shares in exchange for a higher stake in the plant, subject to the provisions of the standstill and enhanced collaboration agreements with Algonquin.

On May 31, 2019, we entered into an agreement with Abengoa to acquire a 15% stake in Rioglass, a multinational manufacturer of solar components in order to secure certain Abengoa obligations. The investment was $7 million, and it is classified as available for sale and is expected to generate interest income for us once divested.

On August 2, 2019, we closed the acquisition of ASI Operations, the company that performs the operation and maintenance services to Solana and Mojave plants. The consideration paid was $6 million. Additionally, we have internalized part of the operation and maintenance activities contracted in two wind assets, maintaining a direct relationship with the supplier for the turbine maintenance services.

On October 22, 2019, we closed the acquisition of ATN Expansion 2, as previously announced, for a total equity investment of approximately $20 million. The off-taker is Enel Green Power Peru. Transfer of the concession agreement is pending authorization from the Ministry of Energy in Peru. If this authorization were not to be obtained within an eight-month period, the transaction would be reversed with no penalties to Atlantica.

Recent Developments

On May 9, 2019, we signed a new enhanced collaboration agreement with Algonquin according to which:

- Both companies have agreed to analyze jointly during the following six months Algonquin's contracted assets portfolio in the U.S. and Canada to identify assets where a drop down could add value for both parties, according to each company's key metrics. This process is taking longer than initially expected.

- The existing Shareholders Agreement has been modified to allow Algonquin to increase its shareholding in Atlantica up to a 48.5% without any change in corporate governance. Algonquin's voting rights and rights to appoint directors are limited to a 41.5% and the difference between Algonquin's ownership and 41.5% will vote replicating non-Algonquin's shareholders vote. Part of this investment in Atlantica's shares was done by Algonquin by subscribing $30 million dollars in new shares issued by Atlantica on May 22, 2019. In addition, Algonquin acquired an additional 2 million shares through an accelerated share purchase agreement signed with a broker on May 31, 2019, increasing its stake in us up to a 44.2%.

We cannot guarantee that we will be able to consummate the acquisition of the stakes or the investments following the agreement with Algonquin.

On May 7, 2019, a proposal led by AAGES won the bidding process for a new transmission line in Uruguay. The project includes two transmission lines of approximately 50 miles and a substation, which will be contracted under 20 and 30 year agreements, respectively, in U.S. dollars with UTE, the current off-taker in the three plants we own in Uruguay. One of the competing bidders initiated a process that could lead to the exclusion of the AAGES proposal.

In addition, we have signed an option to acquire, until April 30, 2020, Liberty's equity interest in Solana for approximately $300 million. Liberty is the tax equity investor in our Solana asset. We expect to initially finance the acquisition with available liquidity, proceeds of a bridge financing currently under negotiation and potential project debt refinancings in Spain.

In February 2020 we have priced a € 290 million secured 2020 Green Private Placement that we expect to close in April 2020 subject to certain conditions. The private placement accrues interest at an annual 1.96% interest, payable quarterly and has a June 2026 maturity. We expect to use the proceeds to refinance and cancel in full the Note Issuance Facility 2017. We cannot guarantee that the 2020 Green Private Placement will close as expected or at all.

On February 26, 2020, our board of directors approved a dividend of $0.41 per share, which represents an increase of 10.8% from the fourth quarter of 2018. The dividend is expected to be paid on March 23, 2020, to shareholders of record as of March 12, 2020.

On January 29, 2020, one year following its chapter 11 bankruptcy filing, PG&E announced that the majority of stakeholders were supportive of PG&E's proposed plan of reorganization and a schedule to confirm the plan by May 27, 2020 was filed with the Bankruptcy Court. PG&E's proposed plan is contingent upon having access to a California state-run wildfire fund, with such access contingent on several factors including approval from the California governor. See " Item 3.D— Risk Factor— Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate."

Key Metrics

We regularly review a number of financial measurements and operating metrics to evaluate our performance, measure our growth and make strategic decisions. In addition to traditional IFRS performance measures, such as total revenue, we also consider Further Adjusted EBITDA. Our management believes Further Adjusted EBITDA is useful to investors and other users of our financial statements in evaluating our operating performance because it provides them with additional tools to compare business performance across companies and across periods. EBITDA is widely used by investors to measure a company's operating performance without regard to items such as interest expense, taxes, depreciation and amortization, which can vary substantially from company to company depending upon accounting methods and book value of assets, capital structure and the method by which assets were acquired. Further Adjusted EBITDA is widely used by other companies in the same industry.

Further Adjusted EBITDA is calculated as profit/(loss) for the year attributable to the parent company, after adding back loss/(profit) attributable to non-controlling interest from continued operations, income tax, share of profit/(loss) of associates carried under the equity method, finance expense net, depreciation, amortization and impairment charges of entities included in the Annual Consolidated Financial Statements, and dividends received from our preferred equity investment in ACBH. Further Adjusted EBITDA for the first quarter of 2017 includes compensation received from Abengoa in lieu of ACBH dividends. See "Presentation of Financial Information—Non-GAAP Financial Measures" and "—Factors Affecting the Comparability of Our Results of Operations—Exchangeable Preferred Equity Investment in Abengoa Concessões Brasil Holding."

Results of Operations

Revenue by geography

Our revenue and Further Adjusted EBITDA by geography and business sector for the years ended December 31, 2019, 2018 and 2017 are set forth in the following tables:

	Year ended December 31,					
	2019		2018		2017	
	$ in millions	% of revenue	$ in millions	% of revenue	$ in millions	% of revenue
North America	$ 333.0	32.9%	$ 357.2	34.2%	$ 332.7	33.0%
South America	142.2	14.1%	123.2	11.8%	120.8	12.0%
EMEA	536.3	53.0%	563.4	54.0%	554.9	55.0%
Total revenue	**$ 1,011.5**	**100.0%**	**$ 1,043.8**	**100%**	**$ 1,008.4**	**100%**

Revenue by business sector

	Year ended December 31,					
	2019		2018		2017	
	$ in millions	% of revenue	$ in millions	% of revenue	$ in millions	% of revenue
Renewable Energy	$ 761.1	75.2%	$ 793.5	76.0%	$ 767.2	76.1%
Efficient Natural Gas	122.3	12.1%	130.8	12.5%	119.8	11.9%
Electric Transmission	103.5	10.2%	96.0	9.2%	95.1	9.4%
Water	24.6	2.4%	23.5	2.3%	26.3	2.6%
Total revenue	**$ 1,011.5**	**100.0%**	**$ 1,043.8**	**100%**	**$ 1,008.4**	**100%**

Further Adjusted EBITDA by geography

	Year ended December 31,					
	2019		2018		2017	
	$ in millions	% of revenue	$ in millions	% of revenue	$ in millions	% of revenue
North America	$ 305.1	91.6%	$ 308.8	86.4%	$ 282.3	84.9%
South America	115.3	81.1%	100.2	81.3%	108.8	90.0%
EMEA	390.8	72.9%	441.6	78.4%	388.2	70.0%
Further Adjusted EBITDA(1)	**$ 811.2**	**80.2%**	**$ 850.6**	**81.5%**	**$ 779.3**	**77.3%**

Further Adjusted EBITDA by business sector

	Year ended December 31,					
	2019		2018		2017	
	$ in millions	% of revenue	$ in millions	% of revenue	$ in millions	% of revenue
Renewable Energy	$ 603.7	$ 79.3%	$ 664.4	83.7%	$ 569.2	74.2%
Efficient Natural Gas	107.5	87.9%	93.9	71.8%	106.1	88.6%
Electric Transmission	85.6	82.7%	78.4	81.7%	87.7	92.2%
Water	14.4	58.5%	13.9	59.1%	16.3	62.0%
Further Adjusted EBITDA(1)	**$ 811.2**	**$ 80.2%**	**$ 850.6**	**81.5%**	**$ 779.3**	**77.3%**

Note:—

(1) Further Adjusted EBITDA is calculated as profit/(loss) for the year attributable to the parent company, after adding back loss/(profit) attributable to non-controlling interest from continued operations, income tax, share of profit/(loss) of associates carried under the equity method, finance expense net, depreciation, amortization and impairment charges of entities included in the Annual Consolidated Financial Statements, and dividends received from our preferred equity investment in ACBH until the first quarter of 2017. Further Adjusted EBITDA for the first quarter of 2017 includes compensation received from Abengoa in lieu of ACBH dividends. Further Adjusted EBITDA is not a measure of performance under IFRS as issued by the IASB and you should not consider Further Adjusted EBITDA as an alternative to operating income or profits or as a measure of our operating performance, cash flows from operating, investing and financing activities or as a measure of our ability to meet our cash needs or any other measures of performance under generally accepted accounting principles. We believe that Further Adjusted EBITDA is a useful indicator of our ability to incur and service our indebtedness and can assist securities analysts, investors and other parties to evaluate us. Further Adjusted EBITDA and similar measures are used by different companies for different purposes and are often calculated in ways that reflect the circumstances of those companies. Further Adjusted EBITDA may not be indicative of our historical operating results, nor is it meant to be predictive of potential future results. See "Presentation of Financial Information—Non-GAAP Financial Measures."

Factors Affecting the Comparability of Our Results of Operations

Acquisitions

The results of operations of each acquisition have been consolidated since the date of their respective acquisition except for Monterrey, which is recorded under the equity method since its acquisition date. The acquisitions we have made during the last three years and any other acquisitions we may make from time to time, will affect the comparability of our results of operations.

Agreement to repurchase long-term operation and maintenance variable services

The operation and maintenance services received in some of our Spanish solar assets include a variable portion payable in the long-term. On April 26, 2018, we purchased from Abengoa the long-term operation and maintenance payable accrued until December 31, 2017, which amounted to $57.3 million. We paid $18.3 million for this payable and as a result, in the second quarter of 2018, we recorded a one-time gain for the difference, amounting to $39.0 million which was recorded in "Other Operating Income" (see "Comparison of the Years Ended December 31, 2019 and 2018 Other operating income").

Project debt refinancing

In the second quarter of 2018, we refinanced Helios 1/2 and Helioenergy 1/2. Under the new IFRS 9, when there is a refinancing with a non-substantial modification of the original debt, there is a gain or loss recorded in the income statement. This gain or loss is equal to the difference between the present value of the cash flows under the original terms of the former financing and the present value of the cash flows under the new financing, each discounted at the original effective interest rate. As a result, we recorded non-cash financial income of $36.6 million in the second quarter of 2018.

Exchangeable Preferred Equity Investment in Abengoa Concessões Brasil Holding

Since our IPO until 2017 we held an exchangeable preferred equity investment in ACBH. See "Item 4.B—Business Overview—Electric Transmission—Exchangeable Preferred Equity Investment in Abengoa Concessões Brasil Holding." In the third quarter of 2016, we entered into an agreement with Abengoa relating to the ACBH preferred equity investment under which, among other things, we were recognized as the legal owner of the dividends that we retained from Abengoa and these amounts were recorded as Further Adjusted EBITDA in 2017 ($10.4 million) and in 2016 ($28.0 million). As a result of this agreement, we waived, as agreed, all our rights under the ACBH agreements, including our right to further retain dividends payable to Abengoa. As a result, in March 2017, we wrote off the accounting value of the ACBH instrument, which amounted to $30.5 million as of December 31, 2016. We no longer own any shares in ACBH and we sold entirely all the debt and equity instruments we received from Abengoa.

Impairment

In the fourth quarter of 2018, we recorded an impairment of $42.7 million relating to Solana due to the underperformance of the plant in the past few years and the uncertainty of the production level expected in the future. See Note 6 of our Annual Consolidated Financial Statements.

Change of ownership under Section 382 of the Internal Revenue Code

Under section 382 of the IRC, an "ownership change" would occur if our direct and indirect "5-percent shareholders," as defined under Section 382 of the IRC, collectively increased their ownership in us by more than 50 percentage points over a rolling three-year period. In 2017, as a result of Abengoa's restructuring and the change in its shareholder base, we experienced a change of ownership as defined under section 382 of the IRC, which caused an annual limitation on the use of the pre-ownership change U.S. NOLs generated by our U.S. solar assets equal to the equity value of the asset immediately before the ownership change, multiplied by the long-term tax-exempt rate for the month in which the ownership change occurs, and increased by a certain portion of any "built-in-gains." In addition, because we had recorded tax credits for the U.S. tax loss carryforwards in the past, the limitation to our ability to use net operating loss carryforwards in the United States resulted in writing off tax credits previously recognized equal to $96 million in 2017. This one-time income tax expense did not have any cash impact in 2017.

U.S. Tax Reform

In December 2017, the TCJA was enacted in the United States. The measures adopted include, among other measures, a decrease in the federal corporate tax rate from 35.0% to 21.0% effective January 1, 2018. We therefore adjusted the deferred tax assets and liabilities of our U.S. entities using the new enacted corporate tax rate as of December 31, 2017, resulting in a one-time non-cash income tax expense of $19 million recorded in the consolidated income statement for the year ended December 31, 2017.

Factors Affecting Our Results of Operations

Interest rates

We incur significant indebtedness at the corporate and asset level. The interest rate risk arises mainly from indebtedness with variable interest rates.

Most of our debt consists of project debt. As of December 31, 2019, approximately 92% of our project debt has either fixed interest rates or has been hedged with swaps or caps.

To mitigate interest rate risk, we primarily use long-term interest rate swaps and interest rate options which, in exchange for a fee, offer protection against a rise in interest rates. We estimate that approximately 91% of our total interest risk exposure was fixed or hedged as of December 31, 2019. Nevertheless, our results of operations can be affected by changes in interest rates with respect to the unhedged portion of our indebtedness that bears interest at floating rates, which typically bears a spread over EURIBOR or LIBOR.

Exchange rates

Our functional currency is the U.S. dollar, as most of our revenues and expenses are denominated or linked to U.S. dollars. All our companies located in North America, South America and Algeria have their PPAs, or concessional agreements, and financing contracts signed in, or indexed totally or partially to, U.S. dollars. Our solar power plants in Spain have their revenues and expenses denominated in euros, and Kaxu, our solar plant in South Africa, has its revenues and expenses denominated in South African rand.

Our strategy is to hedge cash distributions from our Spanish assets. We hedge the exchange rate for the distributions from our Spanish assets after deducting euro-denominated interest payments and euro-denominated general and administrative expenses. Through currency options, we have hedged 100% of our euro-denominated net exposure for the next 12 months and 75% of our euro-denominated net exposure for the following 12 months. We expect to continue with this hedging strategy on a rolling basis.

Although we hedge cash-flows in euros, fluctuations in the value of the euro in relation to the U.S. dollar may affect our operating results. Impacts associated with fluctuations in foreign currency are discussed in more detail under "Item 11—Quantitative and Qualitative Disclosure about Market Risk—Foreign exchange rate risk". In subsidiaries with functional currency other than the U.S. dollar, assets and liabilities are translated into U.S. dollars using end-of-period exchange rates. Revenue, expenses and cash flows are translated using average rates of exchange. Fluctuations in the value of the South African rand in relation to the U.S. dollar may also affect our operating results.

Apart from the impact of translation differences described above, the exposure of our income statement to fluctuations of foreign currencies is limited, as the financing of projects is typically denominated in the same currency as that of the contracted revenue agreement. This policy seeks to ensure that the main revenue and expenses in foreign companies are denominated in the same currency, limiting our risk of foreign exchange differences in our financial results.

In our discussion of operating results, we have included foreign exchange impacts in our revenue by providing constant currency revenue growth. The constant currency presentation is not a measure recognized under IFRS and excludes the impact of fluctuations in foreign currency exchange rates. We believe providing constant currency information provides valuable supplemental information regarding our results of operations. We calculate constant currency amounts by converting our current period local currency revenue using the prior period foreign currency average exchange rates and comparing these adjusted amounts to our prior period reported results. This calculation may differ from similarly titled measures used by others and, accordingly, the constant currency presentation is not meant to substitute for recorded amounts presented in conformity with IFRS as issued by the IASB nor should such amounts be considered in isolation.

Key Performance Indicators

In addition to the factors described above, we closely monitor the following key drivers of our business sectors' performance to plan for our needs, and to adjust our expectations, financial budgets and forecasts appropriately.

	As of and for the year ended December 31,		
	2019	2018	2017
Renewable Energy			
MW in operation(1)	1,496	1,496	1,442
GWh produced(2)	3,236	3,058	3,167
Efficient Natural Gas			
MW in operation(3)	343	300	300
GWh produced(4)	2,090	2,318	2,372
Availability (%)(4)(5)	95.0%	99.8%	100.5%
Electric Transmission			
Miles in operation	1,166	1,152	1,099
Availability (%)(6)	100.0%	99.9%	97.9%
Water			
Mft^3 in operation(1)	10.5	10.5	10.5
Availability (%)(6)	101.2%	102.0%	101.8%

Note:

(1) Represents total installed capacity in assets owned at the end of the period, regardless of our percentage of ownership in each of the assets.
(2) Includes curtailment in wind assets for which we receive compensation
(3) Includes 43MW corresponding to our 30% share of Monterrey since August 2, 2019
(4) Major maintenance overhaul held in Q1 and Q2 2019, as scheduled, which reduced production and electric availability as per the contract. GWh produced in the third quarter of 2019 also includes 30% production from Monterrey since August 2019.
(5) Electric availability refers to operational MW over contracted MW
(6) Availability refers to actual availability divided by contracted availability.

Results of Operations

The table below illustrates our results of operations for the years ended December 31, 2019, 2018 and 2017.

	Year ended December 31,		
	2019	2018	2017
		$ in millions	
Revenue	1,011.5	$ 1,043.8	$ 1,008.4
Other operating income	93.8	132.5	80.8
Employee benefit expenses	(32.2)	(15.1)	(18.7)
Depreciation, amortization and impairment charges	(310.8)	(362.7)	(311.0)
Other operating expenses	(261.8)	(310.6)	(301.5)
Operating profit/(loss)	**$ 500.4**	**$ 487.9**	**$ 458.0**
Financial income	4.1	36.4	1.0
Financial expense	(408.0)	(425.0)	(463.7)
Net exchange differences	2.7	1.6	(4.1)
Other financial income/(expense), net	(1.1)	(8.2)	18.4
Financial expense, net	**$ (402.3)**	**$ (395.2)**	**$ (448.4)**
Share of profit/(loss) of associates carried under the equity method	7.4	5.2	5.3
Profit/(loss) before income tax	**$ 105.6**	**$ 97.9**	**$ 14.9**
Income tax	(30.9)	(42.6)	(119.8)
Profit/(loss) for the year	**$ 74.6**	**$ 55.3**	**$ (104.9)**
Profit/(loss) attributable to non-controlling interests	(12.5)	(13.7)	(6.9)
Profit / (loss) for the year attributable to the parent company	**$ 62.1**	**$ 41.6**	**$ (111.8)**

Comparison of the Years Ended December 31, 2019 and 2018

The significant variances or variances of the significant components of the results of operations are discussed in the following section

Revenue

Revenue decreased by 3.1% to $1,011.5 million for the year ended December 31, 2019, compared to $1,043.8 million for the year ended December 31, 2018. The decrease was primarily due to the effect of the depreciation of the euro and the South African rand against the U.S. dollar. On a constant currency basis, revenue for the year ended December 31, 2019 would have remained stable at $1,043.6 million, compared to year ended December 31, 2018. Although we hedge our net cash flow exposure to the euro, variations in the euro to U.S. dollar exchange rate affect our revenues and Further Adjusted EBITDA. The decrease in revenue was also due in part to lower production from our U.S. solar assets, resulting from lower solar radiation in the first half of 2019, longer than expected maintenance stops in the first quarter and reduced capacity in Mojave in the second half of the year. These effects were partially offset by an increase in revenues from our recent acquisitions of wind and transmission assets and solid operational performance in the rest of our assets.

Other operating income

The following table sets forth our other operating income for the years ended December 31, 2019 and 2018:

	Year ended December 31,	
	2019	**2018**
Other operating income	**$ in millions**	
Grants	59.1	59.4
Income from various services	34.7	34.2
Income from purchase of long-term O&M payable	-	39.0
Total	**93.8**	**132.6**

Other operating income decreased by 29% to $93.8 million for the year ended December 31, 2019, compared to $132.5 million for the year ended December 31, 2018. The decrease was mainly due to the one-time gain we recorded in the second quarter of 2018 in relation to the purchase from Abengoa of the long-term operation and maintenance payable accrued until December 31, 2017, which amounted to $57.3 million. We paid $18.3 million for this and as a result in the second quarter of 2018 we recorded a one-time gain equal to the difference, amounting to $39.0 million. Excluding this one-time impact, other operating income for the year ended December 31, 2019 was in line with the same period of 2018.

Grants represent the financial support provided by the U.S. government to Solana and Mojave and consist of ITC Cash Grant and an implicit grant related to the below market interest rates of the project loans with the Federal Financing Bank. Income from various services include amounts received for our U.S. solar assets from our EPC contractor under their obligations and amounts received from insurance claims.

Employee benefits expenses

Employee benefit expenses increased by 113% to $32.2 million for the year ended December 31, 2019, compared to $15.1 million for the year ended December 31, 2018. The increase is primarily due to the internalization of operation and maintenance services in our U.S. solar assets, following the acquisition of ASI Operations on July 30, 2019. The operation and maintenance costs for these assets were mainly recorded as “Other operating expenses” until July 30, 2019. We expect this internalization to result in a cost reduction of $0.5 million to $0.6 million per year, which corresponds to the margin fee previously paid to Abengoa. The increase of employee benefit expenses is also due to a $4.7 million reversal in the fourth quarter of 2018 of the accrual of the 2016-2018 LTIP. The plan covered the three-year period 2016 to 2018 and was paid in March 2019.

Depreciation, amortization and impairment charges

Depreciation, amortization and impairment charges decreased by 14.3% to $310.8 million for the year ended December 31, 2019, compared with $362.7 million for the year ended December 31, 2018, mainly due to the recognition of a $42.7 million impairment relating to Solana during the fourth quarter of 2018 with no corresponding amount in 2019. The decrease is also due to a reversal of the impairment provisions in ACT in 2019 as a result of the application of IFRS 9. IFRS 9 requires impairment provisions to be based on the expected credit losses on financial assets rather than on actual credit losses and the expected loss decreased in the year ended December 31, 2019. This decrease was partially offset by the increase resulting from the new assets acquired at the end of 2018.

Other operating expenses

The following table sets forth our other operating expenses for the years ended December 31, 2019 and 2018:

	Year ended December 31,			
	2019		2018	
Other operating expenses	**$ in millions**	**% of revenue**	**$ in millions**	**% of revenue**
Raw Materials	9.7	1.0%	10.6	1.0%
Leases and fees	1.9	0.2%	1.7	0.2%
Operation and maintenance	116.0	11.5%	145.8	13.8%
Independent professional services	41.6	4.1%	43.2	4.1%
Supplies	25.8	2.6%	26.0	2.3%
Insurance	24.0	2.4%	24.2	2.6%
Levies and duties	34.8	3.4%	37.5	3.5%
Other expenses	8.0	0.8%	21.6	2.0%
Total	**261.8**	**26.0%**	**310.6**	**29.%**

Other operating expenses decreased by 16% to $261.8 million for the year ended December 31, 2019, compared to $310.6 million for the year ended December 31, 2018. This decrease was mainly due to lower costs in ACT since a major overhaul took place during the first half of 2019. Operation and maintenance costs in ACT are higher in the quarters prior to the major overhaul. The decrease was also due to the internalization of the operation and maintenance services in our U.S. solar assets which commenced on July 30, 2019, given most of the costs have been recorded in “Employee benefit expenses” since that date.

Operating profit

As a result of the above factors, operating profit increased by 2.6% to $500.4 million for the year ended December 31, 2019, compared with $487.9 million for the year ended December 31, 2018.

Financial income and financial expense

	Year ended December 31,	
Financial income and financial expense	**2019**	**2018**
	$ in millions	
Financial income	4.1	36.4
Financial expense	(408.0)	(425.0)
Net exchange differences	2.7	1.6
Other financial income/(expense), net	(1.1)	(8.2)
Financial expense, net	**(402.3)**	**(395.2)**

Financial income

Financial income decreased to $4.1 million for the year ended December 31, 2019, compared to $36.4 million for the year ended December 31, 2018, mainly due to a non-cash financial income of $36.4 million recorded in the second quarter of 2018, resulting from the refinancing of Helios 1/2 and Helioenergy 1/2. Under the new IFRS 9, when there is a refinancing with a non-substantial modification of the original debt, there is a gain or loss recorded in the income statement. This gain or loss is equal to the difference between the present value of the cash flows under the original terms of the former financing and the present value of the cash flows under the new financing, discounted both at the original effective interest rate.

Financial expense

The following table sets forth our financial expense for the years ended December 31, 2019 and 2018:

Financial expense	Year ended December 31, 2019	2018
	$ in millions	
Expenses due to interest:		
Loans with credit entities	(259.4)	(256.7)
Other debts	(89.3)	(100.1)
Interest rates losses derivatives: cash flow hedges	(59.3)	(68.2)
Total	**(408.0)**	**(425.0)**

Financial expense decreased by 4% to $408.0 million for the year ended December 31, 2019, compared to $425.0 million for the year ended December 31, 2018. The decrease is mainly due to the decrease in interest on other debts, which consists of interest on the notes issued by ATS, ATN and Solaben Luxembourg and interests related to the investments from Liberty. Decrease in 2019 in interest and other debt is primarily due to a lower financial cost related to the the Liberty liability compared to the previous year. In 2018 we updated the accounting model used to calculate this liability taking into account the past underperformance of Solana and recorded a non-cash expense. This decrease was partially offset by the increase in interest from loans with credit entities due to cancelation costs and fees related to the prepayment in full of the 2019 Notes in the second quarter of 2019 and to the increase and extension of the Revolving Credit Facility signed on August 2, 2019.

Losses from interest rate derivatives designated as cash flow hedges correspond primarily to transfers from equity to financial expense when the hedged item is impacting the consolidated condensed income statement.

Other financial income/(expense), net

Other financial income/(expense), net	Year ended December 31, 2019	2018
	$ in millions	
Other financial income	14.2	14.4
Other financial losses	(15.3)	(22.6)
Total	**(1.1)**	**(8.2)**

Other financial income/(expense), net decreased to a expense of $ 1.1 million for the year ended December 31, 2019 compared to a net expense of $8.2 million for the year ended December 31, 2018. Other financial income in 2019 are primarily interests on deposits. Other financial expense primarily corresponds to expenses for guarantees and letters of credit, wire transfers, other bank fees and other minor financial expenses. The decrease in other financial expense was mostly due to $6.2 million cost recorded in the second quarter of 2018 in relation to the cancelation of project guarantees in Mojave.

Share of profit of associates carried under the equity method

Share of profit of associates carried under the equity method increased by 43% to $7.5 million in the year ended December 31, 2019 compared to $5.2 million in the year ended December 31, 2018. This includes the results of Honaine and Monterrey, which are recorded under the equity method. The increase was primarily due to an increase in the contribution from Honaine.

Profit/(loss) before income tax

As a result of the previously mentioned factors, we reported a profit before income taxes of $105.6 million for the year ended December 31, 2019, compared to a profit before income taxes of $97.9 million for the year ended December 31, 2018.

Income tax

The effective tax rate for the periods presented has been established based on management's best estimates. For the year ended December 31, 2019, income tax amounted to an expense of $30.9 million, with a profit before income tax of $105.6 million. For the year ended December 31, 2018, income tax amounted to a $42.6 million of expense, with a profit before income tax of $97.9 million.

The effective tax rate differs from the nominal tax rate mainly due to permanent differences and treatment of tax credits in some jurisdictions.

Profit attributable to non-controlling interests

Profit attributable to non-controlling interests was $12.5 million for the year ended December 31, 2019 compared to $13.7 million for the year ended December 31, 2018. Profit attributable to non-controlling interest corresponds to the portion attributable to our partners in the assets that we consolidate (Kaxu, Skikda, Solaben 2/3, Solacor 1/2 and Seville PV).

Profit / (loss) attributable to the parent company

As a result of the previously mentioned factors, profit attributable to the parent company was $62.1 million for the year ended December 31, 2019, compared to a profit of $41.6 million for the year ended December 31, 2018.

Comparison of the Years Ended December 31, 2018 and 2017

The significant variances or variances of the significant components of the results of operations between the years ended December 31, 2018 and December 31, 2017, are discussed in the Form 20-F filed with the SEC on February 28, 2019.

Segment Reporting

We organize our business into the following three geographies where the contracted assets and concessions are located:

• North America;

• South America; and

• EMEA.

In addition, we have identified the following business sectors based on the type of activity:

• Renewable energy, which includes our activities related to the production of electricity from concentrating solar power and wind plants;

• Efficient natural gas, which includes our activities related to the production of electricity and steam from natural gas;

• Electric transmission, which includes our activities related to the operation of electric transmission lines; and

• Water, which includes our activities related to desalination plants.

As a result, we report our results in accordance with both criteria.

Comparison of the Years Ended December 31, 2019 and 2018

Revenue and Further Adjusted EBITDA by geography

The following table sets forth our revenue, Further Adjusted EBITDA and volumes for the years ended December 31, 2019 and 2018, by geographic region:

Revenue by geography

	Year ended December 31,			
	2019		2018	
Revenue by geography	**$ in millions**	**% of revenue**	**$ in millions**	**% of revenue**
North America	333.0	32.9%	357.2	34.2%
South America	142.2	14.1%	123.2	11.8%
EMEA	536.3	53.0%	563.4	54.0%
Total revenue	**1,011.5**	**100.0%**	**1,043.8**	**100.0%**

Further Adjusted EBITDA by geography

	Year ended December 31,			
	2019		2018	
Further Adjusted EBITDA by geography	**$ in millions**	**% of revenue**	**$ in millions**	**% of revenue**
North America	305.1	91.6%	308.8	86.4%
South America	115.3	81.1%	100.2	81.3%
EMEA	390.8	72.9%	441.6	78.4%
Further Adjusted EBITDA[(1)]	**811.2**	**80.2%**	**850.6**	**81.5%**

Note:

(1) Further Adjusted EBITDA is calculated as profit/(loss) for the year attributable to the parent company, after adding back loss/(profit) attributable to non-controlling interest from continued operations, income tax, share of profit/(loss) of associates carried under the equity method, finance expense net, depreciation, amortization and impairment charges of entities included in the Annual Consolidated Financial Statements, and dividends received from our preferred equity investment in ACBH until the first quarter of 2017. Further Adjusted EBITDA is not a measure of performance under IFRS as issued by the IASB, and you should not consider Further Adjusted EBITDA as an alternative to operating income or profits or as a measure of our operating performance, cash flows from operating, investing and financing activities or as a measure of our ability to meet our cash needs or any other measures of performance under generally accepted accounting principles. We believe that Further Adjusted EBITDA is a useful indicator of our ability to incur and service our indebtedness and can assist securities analysts, investors and other parties to evaluate us. Further Adjusted EBITDA and similar measures are used by different companies for different purposes and are often calculated in ways that reflect the circumstances of those companies. Further Adjusted EBITDA may not be indicative of our historical operating results, nor is it meant to be predictive of potential future results. See "Presentation of Financial Information—Non-GAAP Financial Measures."

Volume by geography

	Volume produced/availability	
	Year ended December 31,	
Volume by geography	**2019**	**2018**
North America (GWh) [(1)]	3,397	3,700
North America availability[(1)(2)]	95.0%	99.8%
South America (GWh) [(3)]	516	349
South America availability[(4)]	100%	100%
EMEA (GWh)	1,413	1,326
EMEA availability[(4)]	101.2%	102.0%

Note:

(1) Major maintenance overhaul conducted in Q1 and Q2 2019 in ACT, as scheduled, which reduced electric production, as per the contract. GWh produced in 2019 also includes 30% production from Monterrey since August 2019

(2) Electric availability refers to operational MW over contracted MW with Pemex

(3) Includes curtailment production in wind assets for which we receive compensation

(4) Availability refers to actual availability divided by contracted availability

North America

Revenue decreased by 6.8% to $333 million for the year ended December 31, 2019, compared to $357.2 million for the year ended December 31, 2018. The decrease was primarily due to lower production from our U.S. solar assets, mainly as a result of lower solar radiation in the first half of 2019, longer than expected maintenance stops in the first quarter and reduced capacity in Mojave in the second half of the year. Further Adjusted EBITDA margin increased to 91.6% in the year ended December 31, 2019, compared to 86.4% from the previous year. The increase was mainly due to ACT, where a scheduled major overhaul took place in the first half of 2019, as operation and maintenance costs are higher in the quarters prior to such major overhauls.

South America

Revenue increased by 15.4% to $142.2 million for the year ended December 31, 2019, compared to $123.2 million for the year ended December 31, 2018. Production increased by 51.8% and availabilities remained in line with the same period of last year. Further Adjusted EBITDA increased by 15.1% to $115.3 million for the year ended December 31, 2019 compared to $100.2 million for the year ended December 31, 2018. Production, revenue and Further Adjusted EBITDA increase was primarily a result of the contribution of the newly acquired assets in the region consisting of Melowind, Chile TL3 and ATN Expansion 1 and since October 2019 ATN Expansion 2. Further Adjusted EBITDA margin remained stable in the year ended December 31, 2019 compared to the previous year.

EMEA

Revenue decreased by 4.8% to $536.3 million for the year ended December 31, 2019, compared to $563.4 million for the year ended December 31, 2018. This revenue decrease was mainly due to the depreciation of the euro and the South African rand against the U.S. dollar for the year ended December 31, 2019 compared to the previous year. On a constant currency basis, revenue for the year ended December 31, 2019 would have been $568.4 million, representing a 0.9% increase compared to the period ended December 31, 2018. The decrease is also due to lower electricity prices in Spain, which affects a small portion of our revenues in accordance with the regulation in place. This decrease was partially offset by increased production in Spain and South Africa, where our assets continue to deliver solid operational performance. Further Adjusted EBITDA decreased by 11.5% to $390.8 million for the year ended December 31, 2019 compared to $441.6 million for the period ended December 31, 2018. Further Adjusted EBITDA margin decreased to 72.9% for the year ended December 31, 2019 compared to 78.4% for the previous year. The decrease was mainly due to the $39 million one-time gain we recorded in the second quarter of 2018.

Revenue and Further Adjusted EBITDA by business sector

The following table sets forth our revenue, Further Adjusted EBITDA and volumes for the years ended December 31, 2019 and 2018, by business sector:

Revenue by business sector

	Year ended December 31,			
	2019		2018	
Revenue by business sector	**$ in millions**	**% of revenue**	**$ in millions**	**% of revenue**
Renewable energy	761.1	75.2%	793.5	76.0%
Efficient natural gas	122.3	12.1%	130.8	12.5%
Electric transmission lines	103.5	10.2%	96.0	9.2%
Water	24.6	2.4%	23.5	2.3%
Total revenue	**1,011.5**	**100.0%**	**1,043.8**	**100.0%**

Further Adjusted EBITDA by business sector

	Year ended December 31,			
	2019		2018	
Further Adjusted EBITDA by business sector	**$ in millions**	**% of revenue**	**$ in millions**	**% of revenue**
Renewable energy	603.7	79.3%	664.4	83.7%
Efficient natural gas	107.5	87.9%	93.9	71.8%
Electric transmission lines	85.6	82.7%	78.4	81.7%
Water	14.4	58.5%	13.9	59.1%
Further Adjusted EBITDA(1)	**811.2**	**80.2%**	**850.6**	**81.5%**

Note:

(1) Further Adjusted EBITDA is calculated as profit/(loss) for the year attributable to the parent company, after adding back loss/(profit) attributable to non-controlling interest from continued operations, income tax, share of profit/(loss) of associates carried under the equity method, finance expense net, depreciation, amortization and impairment charges of entities included in the Annual Consolidated Financial Statements, and dividends received from our preferred equity investment in ACBH until the first quarter of 2017. Further Adjusted EBITDA is not a measure of performance under IFRS as issued by the IASB, and you should not consider Further Adjusted EBITDA as an alternative to operating income or profits or as a measure of our operating performance, cash flows from operating, investing and financing activities or as a measure of our ability to meet our cash needs or any other measures of performance under generally accepted accounting principles. We believe that Further Adjusted EBITDA is a useful indicator of our ability

to incur and service our indebtedness and can assist securities analysts, investors and other parties to evaluate us. Further Adjusted EBITDA and similar measures are used by different companies for different purposes and are often calculated in ways that reflect the circumstances of those companies. Further Adjusted EBITDA may not be indicative of our historical operating results, nor is it meant to be predictive of potential future results. See “Presentation of Financial Information—Non-GAAP Financial Measures.”

Volume by business sector

Volume by business sector	Volume produced/availability Year ended December 31, 2019	2018
Renewable energy (GWh) (1)	3,235	3,049
Efficient natural gas Power (GWh) (2)	2,090	2,318
Efficient natural gas Power availability(3)	95%	99.8%
Electric transmission availability(4)	100%	99.9%
Water availability(4)	101%	102%

Note:

(1) Includes curtailment production in wind assets for which we receive compensation

(2) Major maintenance overhaul conducted in Q1 and Q2 2019 in ACT, as scheduled, which reduced electric production, as per the contract. GWh produced in 2019 also includes 30% production from Monterrey since August 2, 2019

(3) Electric availability refers to operational MW over contracted MW with Pemex. Major overhaul held in Q1and Q2 2019, as scheduled, which reduced the electric availability as per the contract with Pemex

(4) Availability refers to actual availability divided by contracted availability

Renewable energy

Revenue decreased by 4.1% to $761.1 million for the year ended December 31, 2019, compared to $793.5 million for the year ended December 31, 2018. Further Adjusted EBITDA decreased by 9.1% to $603.7 million for the period ended December 31, 2019, compared to $664.4 million for the period ended December 31, 2018. Revenue decreased mainly due to the depreciation of the euro and the South African rand against the U.S. dollar during 2019 compared to 2018. On a constant currency basis, revenue for period ended December 31, 2019 would have been $793.2 million, stable compared to December 31, 2018 revenue. The decrease was also due to lower production in our solar assets in the United States, mainly due to lower solar radiation in 2019, longer than expected maintenance stops in the first quarter and reduced capacity in Mojave in the second half of 2019. This decrease was partially offset by an increase in production in Spain and Kaxu, which continue to deliver solid operational performance and by an increase resulting from the contribution of the newly acquired Melowind asset. Further Adjusted EBITDA and Further Adjusted EBITDA margin decrease were due to the factors mentioned above as well as to the $39 million one-time gain recorded in 2018 described in “Other Operating Income” See “Comparison of the Years Ended December 31, 2019 and 2018 Other operating income”.

Efficient natural gas

Revenue decreased by 6.5% to $122.3 million for the year ended December 31, 2019, compared to $130.8 million for the year ended December 31, 2018, while Further Adjusted EBITDA increased by 14.5% to $107.5 million for the period ended December 31, 2019, compared to $93.9 million for the period ended December 31, 2018. Further Adjusted EBITDA margin increased to 87.9% in the year ended December 31, 2019 from 71.8% in the year ended December 31, 2018. A major overhaul held in 2019, as scheduled, which reduced the electric availability as per the contract with Pemex without causing a reduction in Further Adjusted EBITDA, since it was scheduled. Further Adjusted EBITDA increased mainly due to the major overhaul previously mentioned, since operation and maintenance costs are higher in the quarters prior to such major overhauls. In addition, Further Adjusted EBITDA also increased due to a one-time adjustment in the financial model of approximately $6 million, with no impact in cash in 2019. Our ACT asset is accounted for under IFRIC 12 following the financial asset model, and a decrease in future operation and maintenance costs has increased the value of the asset, causing a one-time increase in Revenues and Further Adjusted EBITDA.

Electric transmission lines

Revenue increased by 7.8% to $103.5 million for the year ended December 31, 2019, compared to $96.0 million for the year ended December 31, 2018, while Further Adjusted EBITDA increased by 9.2% to $85.6 million for the year ended December 31, 2019, compared to $78.4 million for the year ended December 31, 2018. Further Adjusted EBITDA margin increased to 82.7% in the year ended December 31, 2019 from 81.7% in the year ended December 31, 2018. Both revenue and Further Adjusted EBITDA increases were mainly due to the contribution from the recently acquired transmission assets consisting of Chile TL3, ATN Expansion 1 and since October 2019 from ATN Expansion 2, with no corresponding contribution in the previous year.

Water

Revenue and Further Adjusted EBITDA remained stable for the year ended December 31, 2019, amounting to $24.6 million and $14.4 million, respectively, compared to $23.5 million and $13.9 million, respectively, for the year ended December 31, 2018. Further Adjusted EBITDA margin decreased to 58.5% in the year ended December 31, 2019 from 59.1% in the year ended December 31, 2018.

Comparison of the Years Ended December 31, 2018 and 2017

The significant variances in the revenues and volume, by geographic region and business sector, between the years ended December 31, 2018 and December 31, 2017, are discussed in the Form 20-F filed with the SEC on February 28, 2019.

B. Liquidity and Capital Resources

The liquidity and capital resources discussion which follows contains certain estimates as of the date of this annual report of our sources and uses of liquidity (including estimated future capital resources and capital expenditures) and future financial and operating results. These estimates, while presented with numerical specificity, necessarily reflect numerous estimates and assumptions made by us with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events, as well as matters specific to our businesses, all of which are difficult or impossible to predict and many of which are beyond our control. These estimates reflect subjective judgment in many respects and thus are susceptible to multiple interpretations and periodic revisions based on actual experience and business, economic, regulatory, financial and other developments. As such, these estimates constitute forward-looking information and are subject to risks and uncertainties that could cause our actual sources and uses of liquidity (including estimated future capital resources and capital expenditures) and financial and operating results to differ materially from the estimates made here, including, but not limited to, our performance, industry performance, general business and economic conditions, customer requirements, competition, adverse changes in applicable laws, regulations or rules, and the various risks set forth in this annual report. See “Forward-looking Statements.”

In addition, these estimates reflect assumptions of our management as of the time that they were prepared as to certain business decisions that were and are subject to change. These estimates also may be affected by our ability to achieve strategic goals, objectives and targets over the applicable periods. The estimates cannot, therefore, be considered a guarantee of future sources and uses of liquidity (including estimated future capital resources and capital expenditures) and future financial and operating results, and the information should not be relied on as such. None of us, or our board of directors, advisors, officers, directors or representatives intends to, and each of them disclaims any obligation to, update, revise, or correct these estimates, except as otherwise required by law, including if the estimates are or become inaccurate (even in the short-term).

The inclusion of these estimates in this annual report should not be deemed an admission or representation by us or our board of directors that such information is viewed by us or our board of directors as material information of ours. Such information should be evaluated, if at all, in conjunction with the historical financial statements and other information about us contained in this annual report. None of us, or our board of directors, advisors, officers, directors or representatives has made or makes any representation to any prospective investor or other person regarding our ultimate performance compared to the information contained in these estimates or that forecasted results will be achieved. In light of the foregoing factors and the uncertainties inherent in the information provided above, investors are cautioned not to place undue reliance on these estimates. Our liquidity plans are subject to a number of risks and uncertainties, some of which are outside of our control. Macroeconomic conditions could limit our ability to successfully execute our business plans and, therefore, adversely affect our liquidity plans. See “Item 3.D—Risk Factors.”

Our principal liquidity and capital requirements consist of the following:

- debt service requirements on our existing and future debt;
- cash dividends to investors; and
- acquisitions of new companies and operations (see "Item 4.B—Business Overview—Our Business Strategy").

As a normal part of our business, depending on market conditions, we will from time to time consider opportunities to repay, redeem, repurchase or refinance our indebtedness. Changes in our operating plans, lower than anticipated sales, increased expenses, acquisitions or other events may cause us to seek additional debt or equity financing in future periods. There can be no guarantee that financing will be available on acceptable terms or at all. Debt financing, if available, could impose additional cash payment obligations and additional covenants and operating restrictions. In addition, any of the items discussed in detail under "Item 3.D—Risk Factors" and other factors may also significantly impact our liquidity.

Liquidity position

As of December 31, 2019, our cash and cash equivalents at the project company level were $496.8 million compared to $524.8 million as of December 31, 2018. In addition, our cash and cash equivalents at the Company level were $66.0 million as of December 31, 2019 compared to $105.0 million as of December 31, 2018. Additionally, as of December 31, 2019, we had approximately $341 million available under our Revolving Credit Facility and therefore a total corporate liquidity of $407 million. On August 2, 2019, we entered into an amendment to our Revolving Credit Facility, which increased the commitments thereunder by an additional amount of $125 million, which represents a total amount of $425 million.

Sources of liquidity

We expect our ongoing sources of liquidity to include cash on hand, cash generated from our operations, project debt arrangements, corporate debt and the issuance of additional equity securities, as appropriate, and given market conditions. Our financing agreements consist mainly of the project-level financings for our various assets, the Note Issuance Facility 2019, the Revolving Credit Facility, the Note Issuance Facility 2017, a line of credit with a local bank and our commercial paper program.

Note Issuance Facility 2019

On April 30, 2019, we entered into the Note Issuance Facility 2019, a senior unsecured financing with Lucid Agency Services Limited, as agent, and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder for a total amount of the euro equivalent of $300 million. The notes under the Note Issuance Facility 2019 were issued in May 2019 and are due on April 30, 2025. The 2019 Note Issuance Facility includes an upfront fee of 2% paid upon drawdown. From their issue date to December 31, 2019 interest on the notes issued under the Note Issuance Facility 2019 accrued at a rate per annum equal to the sum of 3-month EURIBOR plus a margin of 4.65%. The principal amount of the notes issued under the Note Issuance Facility 2019 was hedged with an interest rate swap, resulting in an all-in interest cost of 4.4%. Starting January 1, 2020, the applicable margin for the determination of interest on the notes issued under the Note Issuance Facility 2019 decreased to 4.50% resulting in an all-in interest cost of 4.24, following satisfaction of the requirements set forth in the Note Issuance Facility 2019 for such margin decrease, including the effectiveness of the Royal Decree-law 17/2019 which approved a reasonable rate of return higher than 7% (see "—Regulation—Regulation in Spain."). The Note Issuance Facility 2019 provides that we may elect to, subject to the satisfaction of certain conditions, capitalize interest on the notes issued thereunder for a period of up to two years from closing at our discretion, subject to certain conditions. We elected to capitalize interest on the notes issued under the Note Issuance Facility 2019 for the upcoming quarters.

The notes issued under the Note Issuance Facility 2019 are guaranteed on a senior unsecured basis by our subsidiaries ABY Concessions Infrastructures, S.L.U., ABY Concessions Perú S.A., ACT Holding, S.A. de C.V., ASHUSA Inc., ASUSHI Inc. and Atlantica Investments Limited. If we fail to make payments on the notes issued under the 2019 Note Issuance Facility, the guarantors are requested to repay on a joint and several basis.

The Note Issuance Facility 2019 contains covenants that limit certain of our and the guarantors' activities, including those relating to: mergers; consolidations; certain limitations on the ability to create liens; sales, transfers and other dispositions of property and assets; providing new guarantees; transactions with affiliates; and our ability to pay cash dividends is also subject to certain standard restrictions. Additionally, we are required to comply with a maintenance leverage ratio of our indebtedness to our cash available for distribution of 5.00:1.00 (which may be increased under certain conditions to 5.50:1.00 for a limited period in the event we consummate certain acquisitions).

The Note Issuance Facility 2019 also contains customary events of default (subject in certain cases to customary grace and cure periods). Generally, if an event of default occurs and is not cured within the time periods specified, the agent or the holders of more than 50% of the principal amount of the notes then outstanding may declare all of the notes issued under the Note Issuance Facility 2019 to be due and payable immediately.

The proceeds of the notes issued under the Note Issuance Facility2019 were used to prepay and subsequently cancel in full the 2019 Notes and for general corporate purposes.

Revolving Credit Facility

On May 10, 2018, we entered into a $215 million Revolving Credit Facility with a syndicate of banks with Royal Bank of Canada as administrative agent and Royal Bank of Canada and Canadian Imperial Bank of Commerce, as issuers of letters of credit. This facility was increased by $85 million to $300 million in January 2019. In addition, on August 2, 2019 the facility was further increased by $125 million to a total limit of $425 million and the maturity of a portion of loans in a principal amount of $387.5 million extended from December 31, 2022, with the remaining $37.5 million maturing on December 31, 2021. As of December 31, 2019, we had $84 million outstanding under the Revolving Credit Facility and $341.0 million available.

Loans under the facility accrue interest at a rate per annum equal to: (A) for Eurodollar rate loans, LIBOR plus a percentage determined by reference to our leverage ratio, ranging between 1.60% and 2.25% and (B) for base rate loans, the highest of (i) the rate per annum equal to the weighted average of the rates on overnight U.S. Federal funds transactions with members of the U.S. Federal Reserve System arranged by U.S. Federal funds brokers on such day plus 1/2 of 1.00%, (ii) the prime rate of the administrative agent under the Revolving Credit Facility and (iii) LIBOR plus 1.00%, in any case, plus a percentage determined by reference to our leverage ratio, ranging between 0.60% and 1.00.

Note Issuance Facility 2017

On February 10, 2017, we entered into the Note Issuance Facility 2017, a senior secured note facility with Elavon Financial Services DAC, UK Branch, as gent, and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder for a total amount of €275 million (approximately $308.4 million), with three series of notes: series 1 notes worth €92 million mature in 2022; series 2 notes worth €91.5 million mature in 2023; and series 3 notes worth €91.5 million mature in 2024. Interest on all series accrues at a rate per annum equal to the sum of 3-month EURIBOR plus 4.90%. We fully hedged the principal amount of the notes issued under the Note Issuance Facility 2017 with a swap that fixed the interest rate at 5.50%. We expect to repay in full and cancel all series of notes issued under the Note Issuance Facility 2017 with the proceeds of the 2020 Green Private Placement.

2019 Notes

On November 17, 2014, we issued the 2019 Notes in an aggregate principal amount of $255 million with an original maturity date of November 15, 2019. On May 31, 2019 we prepaid the 2019 Notes before maturity in accordance with the terms thereof with the proceeds of the notes issued under the Note Issuance Facility 2019.

Other Credit Lines

In July 2017, we signed a line of credit with a bank for up to €10.0 million (approximately $11.2 million) which is available in euros or U.S. dollars. Amounts drawn accrue interest at a rate per annum equal to EURIBOR plus 2.25% or LIBOR plus 2.25%, depending on the currency. On December 13, 2019, the terms of the credit facility have been modified and the maturity date has been extended from July 4, 2020 to December 13, 2021 and the new interest rate per year set is EURIBOR plus 2% or LIBOR plus 2%, depending on the currency. As of December 31, 2019, the Company had drawn down an amount of $10.1 million.

ESG-linked Financial Guarantee Line

In June 2019, we signed our first ESG-linked financial guarantee line with ING Bank, N.V. The guarantee line has a limit of approximately $39 million. The cost is linked to Atlantica’s environmental, social and governance performance under Sustainalytics, a leading sustainable rating agency. The green guarantees will be exclusively used for renewable assets. We are using and expect to continue use this guarantee line to progressively release restricted cash in some of our projects, providing additional financial flexibility.

Commercial Paper Program

On October 8, 2019, we filed a euro commercial paper program with the Alternative Fixed Income Market (MARF) in Spain. The program allows Atlantica to issue short term notes over the next twelve months for up to €50 million, with such notes having a tenor of up to two years. As of the date of this report we have issued €25 million under the program at an average cost of 0.66%.

2020 Green Private Placement

On February 6, 2020, we completed the pricing of a total amount of €290 million (approximately $320 million), senior secured notes maturing in June 20, 2026, which are expected to be issued under a senior secured note purchase agreement to be entered into with a group of institutional investors as purchasers. Interest on the notes to be issued under the 2020 Green Private placement is expected to accrue at a rate per annum equal to 1.96%. Signing of the note purchase agreement is expected to occur on or about April 1, 2020 and closing is expected to occur promptly thereafter, subject to certain conditions. We cannot guarantee that such conditions will be satisfied and that closing will occur. In case the transaction is closed, if at any time the rating of such senior secured notes is below investment grade, the interest rate thereon would increase by 100 basis points until such notes are rated again investment grade .

The 2020 Green Private Placement complies with the Green Bond Principles and has a second party opinion by Sustainalytics. The proceeds of the 2020 Green Private Placement are expected to be used to repay in full and cancel all series of notes issued under the Note Issuance Facility 2017.

See "Item 5.B –Liquidity and Capital Resources – Financing Arrangements" for further detail on our financing arrangements.

Uses of liquidity and capital requirements

Debt service

Principal payments on debt as of December 31, 2019, are due in the following periods according to their contracted maturities:

Repayment schedule by geography

	Total	Up to one year	Between one and three years	Between three and five years	Subsequent years
			$ in millions		
North America	$ 1.676,3	81,5	167,5	196,2	1.2311,1
South America	884,8	36,1	63,6	76,5	708,7
EMEA	2.291,3	151,8	325,3	382,4	1.431,7
Total project debt	**$ 4.852,3**	**269,4**	**566,4**	**655,0**	**3.371,5**
Corporate debt	**$ 723,8**	**28,7**	**200,5**	**200,9**	**293,7**
Total	**$ 5.576,1**	**298,1**	**756,9**	**855,9**	**3.665,2**

Repayment schedule by business sector	Total	Up to one year	Between one and three years	Between three and five years	Subsequent years
			$ in millions		
Renewable energy	$ 3.658,5	$ 209,3	$ 436,9	$ 521,3	$ 2.491,1
Efficient natural gas	529,3	31,6	68,3	77,5	351,9
Electric transmission	640,2	23,3	40,6	47,7	528,5
Water	24,3	5,1	10,7	8,5	0,0
Total project debt	**$ 4.852,3**	**$ 269,4**	**$ 566,4**	**$ 655,0**	**$ 3.371,5**
Corporate debt	**$ 723,8**	**$ 28,7**	**$ 200,5**	**$ 200,9**	**$ 293,7**
Total	**$ 5.576.1**	**$ 298,1**	**$ 756,9**	**$ 855,9**	**$ 3.665,2**

The project debt maturities will be repaid with cash flows generated from the projects in respect of which that financing was incurred.

Cash dividends to investors

We intend to distribute to holders of our shares a significant portion of our cash available for distribution less all cash expenses including corporate debt service and corporate general and administrative expenses and less reserves for the prudent conduct of our business (including, among other things, dividend shortfall as a result of fluctuations in our cash flows), on an annual basis. We intend to distribute a quarterly dividend to shareholders. Our board of directors may, by resolution, amend the cash dividend policy at any time. The determination of the amount of the cash dividends to be paid to holders of our shares will be made by our board of directors and will depend upon our financial condition, results of operations, cash flow, long-term prospects and any other matters that our board of directors deem relevant.

Our cash available for distribution is likely to fluctuate from quarter to quarter and, in some cases, significantly as a result of the seasonality of our assets, the terms of our financing arrangements, maintenance and outage schedules, among other factors. Accordingly, during quarters in which our projects generate cash available for distribution in excess of the amount necessary for us to pay our stated quarterly dividend, we may reserve a portion of the excess to fund cash distributions in future quarters. In quarters in which we do not generate sufficient cash available for distribution to fund our stated quarterly cash dividend, if our board of directors so determines, we may use retained cash flow from other quarters, as well as other sources of cash.

- On February 26, 2019, our board of directors approved a dividend of $0.37 per share. The dividend was paid on March 22, 2019, to shareholders of record as of March 12, 2019.

- On May 7, 2019, our board of directors approved a dividend of $0.39 per share. The dividend was paid on June 14, 2019, to shareholders of record as of June 3, 2019.

- On August 2, 2019 our board of directors approved a dividend of $0.40 per share. The dividend was paid on September 13, 2019 to shareholders of record as of August 30, 2019.

- On November 5, 2019 our board of directors approved a dividend of $0.41 per share. The dividend was paid on December 13, 2019 to shareholders of record as of November 29, 2019.

- On February 26, 2020, our board of directors approved a dividend of $0.41 per share. The dividend is expected to be paid on March 23, 2020, to shareholders of record as of March 12, 2020.

Acquisitions

In October 2018 we reached an agreement to acquire PTS, a natural gas transportation platform located in the Gulf of Mexico, close to ACT, our efficient natural gas plant. PTS will have a contracted compression capacity of 450 million standard cubic feet per day and is currently under construction. The service agreement signed with Pemex on October 18, 2017 is a “take-or-pay” 11-year term contract starting in 2020, with a possibility of future extension at the discretion of both parties. On October 10, 2018, we acquired a 5% ownership in the project; once the project begins operation, which is expected in the first half of 2020, we expect to acquire an additional 65% stake, subject to final approvals. We are currently under negotiations with the seller about certain aspects of the agreement. The total equity investment for the 100% stake is estimated to be approximately $150 million. The amount paid so far has been negligible.

In addition, we have signed an option to acquire, until April 30, 2020, Liberty’s equity interest in Solana for approximately $300 million. Liberty is the tax equity investor in our Solana asset. We expect to initially finance the acquisition with available liquidity, proceeds of a bridge financing currently under negotiation and potential project debt refinancings in Spain.

Cash flow

The following table sets forth cash flow data for the years ended December 31, 2019, 2018 and 2017:

	Year ended December 31,		
	2019	2018	2017
		$ in millions	
Gross cash flows from operating activities			
Profit/(loss) for the year	74.6	$ 55.3	$ (104.9)
Adjustments to reconcile after-tax profit to net cash generated by operating activities	701.9	697.6	848.8
Profit for the year adjusted by non-monetary items	**776.5**	**$ 752.9**	**$ 743.9**
Net interest/taxes paid	(299.5)	(333.5)	(349.5)
Variations in working capital	(113.4)	(18.4)	(8.8)
Total net cash flow provided by/(used in) operating activities	**363.6**	**$ 401.0**	**$ 385.6**
Net cash flows from investing activities			
Investments in entities under equity method	30.5	4.4	3.0
Investments in contracted concessional assets[1]	22.0	68.0	30.1
Other non-current assets/liabilities	2.7	(16.7)	8.2
Acquisitions / sales of subsidiaries and other financial instruments	(173.4)	(70.6)	30.1
Total net cash flows provided by/(used in) investing activities	**(118.2)**	**$ (14.9)**	**$ 71.4**
Net cash flows provided by/(used in) financing activities	**(310.2)**	**$ (405.2)**	**$ (416.3)**
Net increase in cash and cash equivalents	**(64.8)**	**(19.1)**	**40.7**
Cash, cash equivalents and bank overdraft at beginning of the year	631.5	669.4	594.8
Translation differences cash or cash equivalents	(3.9)	(18.8)	33.9
Cash and cash equivalents at the end of the period	**562.8**	**$ 631.5**	**$ 669.4**

Note:

(1) Includes proceeds for $22.2 million, $72.6 million and $42.5 million in 2019, 2018 and 2017 respectively, see Note 6 of the Annual Consolidated Financial Statements.

Net cash flows provided by/(used in) operating activities

Net cash provided by operating activities in the year ended December 31, 2019 was $363.6 million compared to $401.0 million for the year ended December 31, 2018. The decrease was mainly due to a higher variation in working capital resulting from longer collection periods mainly in Mexico compared to the same period of the previous year. In addition, our payments to suppliers increased in 2019 because at the end of 2018 accounts payable were higher than usual in ACT and Mojave due to major overhaul maintenance.

The significant variances in the net cash flows provided by or used in operating activities for the year ended December 31, 2018 are discussed in the Form 20-F filed with the SEC on February 28, 2019.

Net cash provided by/(used in) investing activities

For the year ended December 31, 2019, net cash used in investing activities was $118.3 million and corresponded mainly to the investment in Amherst Island. Atlantica and Algonquin formed AYES Canada, a vehicle to channel co-investment opportunities and the first investment was in Amherst Island, a 75 MW wind plant in Canada. Atlantica invested $4.9 million and Algonquin invested $92.3 million, both through AYES Canada. Since Atlantica controls AYES Canada under IFRS 10, we show in Net cash used in investing activities the total $97.2 million invested by AYES Canada in the project company and in Net cash provided by financing activities the $92.3 million received from Algonquin by AYES Canada. In addition, net cash used in investing activities includes $42 million payment for the acquisition of Monterrey, $19.9 million payment for Tenes, which became a financial investment after the conditions precedent were not fulfilled and $20 million payment for the acquisition of ATN Expansion 2. Net cash used in investing activities also included $22.2 million related to amounts received by Solana from Abengoa in relation to the DOE consents to decrease Abengoa's ownership in Atlantica to 16.5% and to allow Abengoa to sell entirely its stake in Atlantica. From an accounting perspective, because the payment resulted from Abengoa's obligations under the EPC contract, most of the amount received in 2019 was recorded as reducing the asset value and was therefore classified as cash provided by investing activities.

For the year ended December 31, 2018, net cash used in investing activities was $14.9 million and included $73.2 million of acquisitions previously announced, corresponding to the acquisition of Melowind ($42.8 million), the first payment related to the expansion of our ATN transmission line ($14.2 million), the acquisition of a mini-hydroelectric plant in Peru ($9.3 million) and the acquisition of Chile TL3 ($6.0 million). Net cash used in investing activities also included $67.9 million related to the $136.5 million received by Solana from Abengoa in relation to the DOE consents to decrease Abengoa's ownership in Atlantica to 16.5% and to allow Abengoa to sell entirely its stake in Atlantica. From an accounting perspective, since the payment resulted from Abengoa's obligations under the EPC contract, most of the amount received in 2018 was recorded as reducing the asset value and was therefore classified as cash provided by investing activities.

Net cash provided by/(used in) financing activities

For the year ended December 31, 2019, net cash used in financing activities was $310.2 million and corresponded principally to $603.1 million of principal debt repayments, of which $259.7 million corresponded to the prepayment of the 2019 Notes, $281.8 million of project debt repayments and $60 million of Revolving Credit Facility repayment. We also received $293.1 million net proceeds under the Note Issuance Facility 2019, net of fees, commercial paper for a total amount of $27.2 million and $32.6 million net of fees under our Revolving Credit Facility. In addition, we paid $159.0 million of dividends to shareholders and $29.2 million to non-controlling interest. As explained above, we also include $92.3 million corresponding to Algonquin's participation in Amherst.

For the year ended December 31, 2018, net cash used in financing activities was $405.2 million and corresponded primarily to $386.0 million of the repayments of principal of our financing agreements, of which $61.6 million were prepayments by Solana using the proceeds of the two payments received from Abengoa in connection with the DOE consents and $54 million corresponded to the prepayment and cancelation of our Former Revolving Credit Facility. The remainder corresponded mostly to scheduled project debt repayments. Additionally, we drew down $107.5 million of the new Revolving Credit Facility which was signed in May 2018 and we paid $143.0 million of dividends to shareholders.

Financing Arrangements

2019 Notes

On November 17, 2014, we issued the 2019 Notes in an aggregate principal amount of $255 million. With an original maturity date of November 15, 2019. On May 31, 2019 we prepaid the 2019 Notes before maturity in accordance with the terms thereof with the proceeds of the notes issued under the Note Issuance Facility 2019.

Revolving Credit Facility

On May 10, 2018, we entered into a $215 million Revolving Credit Facility with a syndicate of banks, with Royal Bank of Canada as administrative agent and Royal Bank of Canada and Canadian Imperial Bank of Commerce, as issuers of letters of credit. This facility was increased by $85 million to $300 million in January, 2019. In addition, on August 2, 2019, the facility was further increased by $125 million to a total limit of $425 million and the maturity of a portion of loans in a principal amount of $387.5 million extended from December 31, 2021 to December 31, 2022 with the remaining $37.5 million maturing on December 31, 2021. As of December 31, 2019, we had $84 million outstanding under the Revolving Credit Facility and $341.0 million available. The Revolving Credit Facility replaced tranche A of the Former Revolving Credit Facility, which was repaid and cancelled ahead of its maturity.

Loans under the Revolving Credit Facility accrue interest at a rate per annum equal to: (A) for Eurodollar rate loans, LIBOR plus a percentage determined by reference to our leverage ratio, ranging between 1.60% and 2.25% and (B) for base rate loans, the highest of (i) the rate per annum equal to the weighted average of the rates on overnight U.S. Federal funds transactions with members of the U.S. Federal Reserve System arranged by U.S. Federal funds brokers on such day plus 1/2 of 1.00%, (ii) the prime rate of the administrative agent under the Revolving Credit Facility and (iii) LIBOR plus 1.00%, in any case, plus a percentage determined by reference to our leverage ratio, ranging between 0.60% and 1.00%. Letters of credit are subject to a sublimit under the Revolving Credit Facility of $70 million.

Our payment obligations under the Revolving Credit Facility are guaranteed by our subsidiaries ABY Concessions Infrastructures, S.L.U., ABY Concessions Peru S.A., ACT Holding, S.A. de C.V., ASHUSA Inc., ASUSHI Inc. and Atlantica Investment Ltd (formerly as Atlantica Yield South Africa Ltd). The Revolving Credit Facility is also secured by a pledge over the shares of the guarantors listed above.

The Revolving Credit Facility contains covenants that limit certain of our and the guarantors' activities, including those relating to: mergers; customary change of control provisions; consolidations; the ability to incur additional indebtedness; sales, transfers and other dispositions of property and assets; providing new guarantees; investments; granting additional security interests; entering into transactions with affiliates and our ability to pay cash dividends and is also subject to certain standard restrictions. Additionally, we are required to comply with (i) a maintenance leverage ratio of our indebtedness at the holding level to our cash available for distribution of 5.0x and (ii) debt service coverage ratio of cash available for distribution to debt service payments of 2.0x. The Revolving Credit Facility also contains customary events of default, upon the occurrence of which the lenders holding more than 50% of the aggregate loans and commitments then outstanding have the ability to declare the unpaid principal amount of all outstanding loans, and interest accrued thereon, to be immediately due and payable. In addition, the Revolving Credit Facility includes a material non-recourse subsidiary default provision related to a default by our project subsidiaries in their financing arrangements, such that a payment default of indebtedness with an aggregate principal amount in excess of $100 million by one or more of our non-recourse subsidiaries representing more than 25% of the cash available for distribution distributed in the previous four fiscal quarters could trigger a default under our Revolving Credit Facility.

Note Issuance Facility 2017

On February 10, 2017, we entered into the Note Issuance Facility 2017, a senior secured note facility with Elavon Financial Services DAC, UK Branch as agent and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder for a total amount of €275 million (approximately $308.4 million), with three series of notes: series 1 notes worth €92 million mature in 2022; series 2 notes worth €91.5 million mature in 2023; and series 3 notes worth €91.5 million mature in 2024. Interest on all series accrues at a rate per annum equal to the sum of 3-month EURIBOR plus 4.90%. We fully hedged the principal amount of the notes issued under the Note Issuance Facility 2017 with a swap that fixed the interest rate at 5.50%.

The obligations under the Note Issuance Facility 2017 rank pari passu with our outstanding obligations under the Revolving Credit Facility as well as the Note Issuance Facility 2019. Our payment obligations under the Note Issuance Facility 2017 are guaranteed, collectively, by ASHUSA Inc., ASUSHI Inc., Atlantica Investment Ltd (formerly as Atlantica Yield South Africa Limited), ABY Concessions Perú S.A., ABY Concessions Infrastructures, S.L.U. and ACT Holding, S.A. de C.V. The Note Issuance Facility 2017 is also secured by a high percentage of our assets and the assets of the guarantors, subject to customary exceptions.

The Note Issuance Facility 2017 contains covenants that limit certain of our and the guarantors' activities, including those relating to: mergers; consolidations; certain limitations on the ability to incur additional indebtedness; sales, transfers and other dispositions of property and assets; providing new guarantees; investments; granting additional security interests; entering into transactions with affiliates and our ability to pay cash dividends is also subject to certain standard restrictions. Additionally, we are required to comply with (i) a maintenance leverage ratio of our indebtedness (including that of our subsidiaries) to our cash available for distribution of 5.00:1.00 on and after January 1, 2017, and of 4.75:1.00 on and after January 1, 2020, and (ii) a debt service coverage ratio of 2.00:1.00 of cash available for distribution to debt service payments.

The Note Issuance Facility 2017 also contains customary events of default, upon the occurrence of which holders of more than 50% of the notes then outstanding have the ability to declare the unpaid principal amount of all outstanding notes, and interest accrued thereon, to be immediately due and payable. In addition, our Note Issuance Facility 2017 includes a material subsidiary cross-default provision such that a payment default by one or more of our non-recourse subsidiaries representing more than 20% of the cash available for distribution distributed in the previous four fiscal quarters could trigger a default, provided that these subsidiaries have an indebtedness higher than $100 million in the case of non-recourse subsidiaries or more than $75 million in the case of subsidiaries other than non-recourse subsidiaries.

We expect to repay in full and cancel all series of notes issued under the Note Issuance Facility 2017 with the proceeds of the 2020 Green Private Placement.

Note Issuance Facility 2019

On April 30, 2019, we entered into the Note Issuance Facility 2019, a senior unsecured financing with Lucid Agency Services Limited, as agent, and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder for a total amount of the euro equivalent of $300 million. The notes under the Note Issuance Facility 2019 were issued in May 2019 and are due on April 30, 2025. The Note Issuance Facility 2019 includes an upfront fee of 2% paid upon drawdown. From their issue date to December 31, 2019, interest on the notes issued under the Note Issuance Facility 2019 accrued at a rate per annum equal to the sum of 3-month EURIBOR plus a margin of 4.65%. The principal amount of the notes issued under the Note Issuance Facility 2019 was hedged with an interest rate swap, resulting in an all-in interest cost of 4.4%. Starting January 1, 2020, the applicable margin for the determination of interest on the notes issued under the Note Issuance Facility 2019 decreased to 4.50% resulting in an all-in interest cost of 4.24%, following satisfaction of the requirements set forth in the Note Issuance Facility, 2019 for such margin decrease, including the effectiveness of the Royal Decree-law 17/2019 which approved a reasonable rate of return higher than 7% (see "—Regulation—Regulation in Spain."). The Note Issuance Facility 2019 provides that we may elect, subject to the satisfaction of certain conditions, capitalize interest on the notes issued thereunder for a period of up to two years from closing at our discretion, subject to certain conditions. We elected to capitalize interest on the notes issued under the Note Issuance Facility 2019 for the upcoming quarters.

The obligations under the Note Issuance Facility 2019 rank pari passu with our outstanding obligations under the Revolving Credit Facility as well as the Note Issuance Facility 2017. Our payment obligations under the Note Issuance Facility 2019 are guaranteed, collectively, by ASHUSA Inc., ASUSHI Inc., Atlantica Investment Ltd (formerly as Atlantica Yield South Africa Limited), ABY Concessions Peru S.A., ABY Concessions Infrastructures, S.L.U. and ACT Holding, S.A. de C.V.

The Note Issuance Facility 2019 contains covenants that limit certain of our and the guarantors' activities, including those relating to: mergers; consolidations; sales, transfers and other dispositions of property and assets; providing new guarantees; granting additional security interests; entering into transactions with affiliates and our ability to pay cash dividends is also subject to certain standard restrictions. The restrictions under the Note Issuance Facility 2019 on sales, transfers and other dispositions of property and assets; pay cash dividends and entering into transactions with affiliates may be suspended if the notes under the Note Issuance Facility 2019 obtain investment grade ratings from at least two rating agencies, we deliver notice thereof to the holders of the notes with an offer to purchase such notes at par, and no default under the Note Issuance Facility 2019 has occurred.

Additionally, we are required to comply with a maintenance leverage ratio of our indebtedness (including that of our subsidiaries) to our cash available for distribution of 5.00:1.00.

The Note Issuance Facility 2019 also contains customary events of default, upon the occurrence of which holders of more than 50% of the notes then outstanding have the ability to declare the unpaid principal amount of all outstanding notes, and interest accrued thereon, to be immediately due and payable. In addition, the Note Issuance Facility 2019 includes a material non-recourse subsidiary default provision related to a default by our project subsidiaries in their financing arrangements, such that a payment default of indebtedness with an aggregate principal amount in excess of the greater of $40.0 million and 1.5% of consolidated total assets by one or more of our non-recourse subsidiaries representing more than 25% of the cash available for distribution distributed in the previous four fiscal quarters could trigger a default under our Note Issuance Facility 2019.

The proceeds of the Note Issuance Facility 2019 were used to redeem in full and subsequently cancel the 2019 Notes and for general corporate purposes.

Other Credit Lines

In July 2017, we signed a line of credit with a bank for up to €10.0 million (approximately $11.2 million) which is available in euros or U.S. dollars. Amounts drawn accrue interest at a rate per annum equal to EURIBOR plus 2.25% or LIBOR plus 2.25%, depending on the currency. On December 13, 2019, the terms of the credit facility have been modified and the maturity date has been extended from July 4, 2020 to December 13, 2021 and the new interest rate per year set is EURIBOR plus 2% or LIBOR plus 2%, depending on the currency. As of December 31, 2019, the Company had drawn down an amount of $10.1 million.

ESG-linked financial guarantee line

In June 2019, we signed our first ESG-linked financial guarantee line with ING Bank, N.V. The guarantee line has a limit of approximately $39 million. The cost is linked to Atlantica's environmental, social and governance performance under Sustainalytics, a leading sustainable rating agency. The green guarantees will be exclusively used for renewable assets. We are using and expect to continue to use this guarantee line to progressively release restricted cash in some of our projects, providing additional financial flexibility.

Commercial paper program

On October 8, 2019, we filed a euro commercial paper program with the Alternative Fixed Income Market (MARF) in Spain. The program allows Atlantica to issue short term notes over the next twelve months for up to €50 million, with such notes having a tenor of up to two years. As of the date of this report we have issued €25 million under the program at an average cost of 0.66%.

2020 Green Private Placement

On February 6, 2020, we completed the pricing of a total amount of €290 million (approximately $319 million), senior secured notes maturing in June 20, 2026, which are expected to be issued under a senior secured note purchase agreement to be entered into with a group of institutional investors as purchasers. Interest on the notes is expected to accrue at a rate per annum equal to 1.96%. Signing of the note purchase agreement is expected to occur on or about April 1, 2020 and closing is expected to occur promptly thereafter, subject to certain conditions. We cannot guarantee the such conditions will be satisfied and that closing will occur. In case the transaction is closed, if at any time the rating of such senior secured notes is below investment grade, the interest rate thereon would increase by 100 basis points until such notes are rated again investment grade .

The 2020 Green Private Placement complies with the Green Bond Principles and has a second party opinion by Sustainalytics. Our obligations under the 2020 Green Private Placement are expected to rank pari passu with our outstanding obligations under the Revolving Credit Facility as well as the Note Issuance Facility 2019. Our payment obligations under the 2020 Green Private Placement are expected to be guaranteed, collectively, by ASHUSA Inc., ASUSHI Inc., Atlantica Investment Ltd (formerly as Atlantica Yield South Africa Limited), ABY Concessions Perú S.A., ABY Concessions Infrastructures, S.L.U. and ACT Holding, S.A. de C.V. The 2020 Green Private Placement is expected to be secured by a high percentage of our assets and the assets of the guarantors (subject to customary exceptions), which collateral is expected to be shared with the lenders under the Revolving Credit Facility.

The 2020 Green Private Placement is expected to contain covenants that limit certain of our and the guarantors' activities, including those relating to: mergers; customary change of control provisions; consolidations; the ability to incur additional indebtedness; sales, transfers and other dispositions of property and assets; providing new guarantees; investments; granting additional security interests; entering into transactions with affiliates and our ability to pay cash dividends and is also subject to certain standard restrictions. Additionally, we expect to be required to comply with (i) a maintenance leverage ratio of our indebtedness at the holding level to our cash available for distribution of 5.0x and (ii) debt service coverage ratio of cash available for distribution to debt service payments of 2.0x.

The 2020 Green Private Placement is expected to contain customary events of default, upon the occurrence of which the holders of more than 50% in principal amount of the notes outstanding will have the ability to declare the unpaid principal amount of all notes, and interest accrued thereon, to be immediately due and payable. In addition, the 2020 Green Private Placement 0 is expected to include a material non-recourse subsidiary default provision related to a default by our project subsidiaries in their financing arrangements, such that a payment default of indebtedness with an aggregate principal amount in excess of $100 million by one or more of our non-recourse subsidiaries representing more than 25% of the cash available for distribution distributed in the previous four fiscal quarters could trigger a default under our 2020 Green Private Placement.

The proceeds of the 2020 Green Private Placement are expected to be used to repay in full and cancel all series of notes issued under the Note Issuance Facility 2017.

Project level financing

We have outstanding project-specific debt that is backed by certain of our assets. These financing arrangements generally include a pledge of shares of the entities holding our assets and customary covenants, including restrictive covenants that limit the ability of the project-level entities to make cash distributions to their parent companies and ultimately to us including if certain financial ratios are not met. For more information about the debt of project level entities, see "Item 4.B—Business Overview—Our Operations."

Critical Accounting Policies and Estimates

The preparation of our Annual Consolidated Financial Statements in conformity with IFRS requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. We base our estimates on historical experience and on various other assumptions we believe to be reasonable under the specific circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

An understanding of the accounting policies for these items is important to understand the Annual Consolidated Financial Statements. The following discussion provides more information regarding the estimates and assumptions used for these items in accordance with IFRS and should be considered in conjunction with the Annual Consolidated Financial Statements.

The most critical accounting policies, which reflect significant management estimates and judgment to determine amounts in our Annual Consolidated Financial Statements, are as follows:

- Contracted concessional agreements and PPAs;
- Impairment of intangible assets and property, plants and equipment;
- Assessment of control;
- Derivative financial instruments and fair value estimates; and
- Income taxes and recoverable amount of deferred tax assets.

Some of these accounting policies require the application of significant judgment by management to select the appropriate assumptions to determine these estimates. These assumptions and estimates are based on our historical experience, forecasts and other circumstances and expectations as of the close of the financial period. The assessment is considered in relation to the global economic situation of the industries and regions where we operate, taking into account future development of our businesses. By their nature, these judgments are subject to an inherent degree of uncertainty; therefore, actual results could materially differ from the estimates and assumptions used. In such cases, the carrying values of assets and liabilities are adjusted.

As of the date of preparation of our Annual Consolidated Financial Statements, no relevant changes in the estimates made are anticipated and, therefore, no significant changes in the value of the assets and liabilities recognized at December 31, 2019, are expected.

Although these estimates and assumptions are being made using all available facts and circumstances, it is possible that future events may require management to amend such estimates and assumptions in future periods. Changes in accounting estimates are recognized prospectively, in accordance with IAS 8, in the consolidated income statement of the year in which the change occurs. Our significant accounting policies are more fully described in note 2 to our Annual Consolidated Financial Statements, presented elsewhere in this annual report.

Contracted concessional agreements

Contracted concessional assets and power purchase agreements (PPAs) include fixed assets financed through project debt, related to service concession arrangements recorded in accordance with IFRIC 12, except for Palmucho, which is recorded in accordance with IAS 16 and PS10, PS20, Mini-Hydro, Chile TL 3 and Seville PV, which are recorded as tangible assets in accordance with IFRS 16. The infrastructures accounted for as concessions are related to the activities concerning electric transmission lines, solar electricity generation plants, cogeneration plants, wind farms and water desalination plants. The infrastructure used in a concession can be classified as an intangible asset or a financial asset, depending on the nature of the payment entitlements established in the agreement.

The application of IFRIC 12 requires extensive judgment in relation with, among other factors, (i) the identification of certain infrastructures and contractual agreements in the scope of IFRIC 12, (ii) the understanding of the nature of the payments in order to determine the classification of the infrastructure as a financial asset or as an intangible asset and (iii) the timing and recognition of the revenue from construction and concessionary activity.

Under the terms of contractual arrangements within the scope of this interpretation, the operator shall recognize and measure revenue in accordance with IFRS 15 for the services it performs.

a) Intangible assets

We recognize an intangible asset to the extent that we receive a right to charge final customers for the use of the infrastructure. This intangible asset is subject to the provisions of IAS 38 and is amortized linearly, taking into account the estimated period of commercial operation of infrastructure, which generally coincides with the concession period.

Once the infrastructure is in operation, the treatment of income and expenses is as follows:

- Revenues from the updated annual revenue for the contracted concession, as well as operations and maintenance services are recognized in each period according to IFRS 15 “Revenue from contracts with customers”
- Operating and maintenance costs and general overheads and administrative costs are recorded in accordance with the nature of the cost incurred (amount due) in each period.
- Financing costs are expensed as incurred.

b) Financial assets

We recognize a financial asset when demand risk is assumed by the grantor, to the extent that the contracted concession holder has an unconditional right to receive payments for the asset. This asset is recognized at the fair value of the construction services provided, considering upgrade services in accordance with IFRS 15, if any.

The financial asset is subsequently recorded at amortized cost calculated according to the effective interest method. Revenue from operations and maintenance services is recognized in each period according to IFRS 15 “Revenue from contracts with Customers.” The remuneration of managing and operating the asset resulting from the valuation at amortized cost is also recorded in revenue.

Financing costs are expensed as incurred.

According to IFRS 9, we recognize an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that we expect to receive.

There are two main approaches to applying the ECL model according to IFRS 9: the general approach which involves a three stage approach, and the simplified approach, which can be applied to trade receivables, contract assets and lease receivables. We have elected to apply the simplified approach. Under this approach, there is no need to monitor for significant increases in credit risk and entities will be required to measure lifetime expected credit losses at each end of reporting period.

The key elements of the ECL calculations are the following:

- the Probability of Default ("PD") is an estimate of the likelihood of default over a given time horizon. We calculate PD based on Credit Default Swaps spreads ("CDS");
- the Exposure at Default ("EAD") is an estimate of the exposure at a future default date;
- the Loss Given Default ("LGD") is an estimate of the loss arising in the case where a default occurs at a given time. It is based on the difference between the contractual cash flows due and those that we would expect to receive. It is expressed as a percentage of the EAD.

c) Property, plant and equipment

Assets recorded as property, plant and equipment (PS10/20, Mini-Hydro, Chile TL3and Seville PV) are measured at historical cost, including all expenses directly attributable to the acquisition, less depreciation and impairment losses, with the exception of land, which is presented net of any impairment losses. Once the infrastructure is in operation, the treatment of income and expenses is equal to intangible assets.

Impairment of intangible assets and property, plant and equipment

We review our contracted revenue assets to identify any indicators of impairment annually.

The recoverable amount of an asset is the higher of its fair value less costs to sell and its value in use, defined as the present value of the estimated future cash flows to be generated by the asset. In the event that the asset does not generate cash flows independently of other assets, we calculate the recoverable amount of the cash generating unit, or CGU to which the asset belongs.

When the carrying amount of the CGU to which these assets belong is lower than its recoverable amount assets are impaired.

Assumptions used to calculate value in use include a discount rate and projections considering real data based on the contract terms and projected changes in both selling prices and costs. The discount rate is estimated by management, to reflect both changes in the value of money over time and the risks associated with the specific CGU.

For contracted or concession revenue assets with a defined useful life and with a specific financial structure, cash flow projections until the end of the project are considered and no terminal value is assumed. Contracted revenue assets have a contractual structure that permits to estimate quite accurately the costs of the project and revenue during the life of the project.

Projections take into account real data based on the contract terms and fundamental assumptions based on part in specific reports prepared internally and supported by specialists, assumptions on demand and assumptions on production. Additionally, assumptions on macroeconomic conditions are also considered, such as inflation rates, future interest rates and sensitivity analysis are performed over all major assumptions, which can have a significant impact on the value of the asset.

Cash flow projections of CGUs are calculated in the functional currency of those CGUs and are discounted using rates that take into consideration the risk corresponding to each specific country and currency.

Taking into account that in most CGUs its specific financial structure is linked to the financial structure of the projects that are part of those CGUs, the discount rate used to calculate the present value of cash flow projections is based on the weighted average cost of capital, or WACC, for the type of asset, adjusted, if necessary, in accordance with the business of the specific activity and with the risk associated with the country where the project is performed. In any case, sensitivity analyses are performed, especially in relation with the discount rate used and fair value changes in the main business variables, in order to ensure that possible changes in the estimates of these items do not impact the possible recovery of recognized assets. See note 2 to our Annual Consolidated Financial Statements for further information on WACC.

In the event that the recoverable amount of an asset is lower than its carrying amount, an impairment charge for the difference would be recorded in the consolidated income statement under the item "depreciation, amortization and impairment charges."

Assessment of control

Control over an investee is achieved when we have power over the investee, we are exposed, or have rights, to variable returns from our involvement with the investee and have the ability to use its power to affect its returns. We reassess whether or not we control an investee when facts and circumstances indicate that there are changes to one or more of these three elements of control.

We use the acquisition method to account for business combinations of companies controlled by a third party. According to this method, identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date. Any contingent consideration is recognized at fair value at the acquisition date and subsequent changes in its fair value are recognized in accordance with IFRS 9 either in profit or loss or as a change to other comprehensive income. Acquisition-related costs are expensed as incurred. We recognize any non-controlling interest in the acquired entity either at fair value or at the non-controlling interest's proportionate share of the acquirer's net assets on an acquisition-by-acquisition basis.

All assets and liabilities between entities within the group, equity, income, expenses and cash flows relating to transactions between entities of the group are eliminated in full.

Derivative financial instruments and fair value estimates

Derivatives are recorded at fair value. We apply hedge accounting to all hedging derivatives that qualify to be accounted for as hedges under IFRS.

When hedge accounting is applied, hedging strategy and risk management objectives are documented at inception, as well as the relationship between hedging instruments and hedged items. Effectiveness of the hedging relationship needs to be assessed on an ongoing basis. Effectiveness tests are performed prospectively at inception and at each reporting date, following the dollar offset method.

We apply cash flow hedge accounting. Under this method, the effective portion of changes in fair value of derivatives designated as cash flow hedges are recorded temporarily in equity and are subsequently reclassified from equity to profit or loss in the same period or periods during which the hedged item affects profit or loss. Any ineffective portion of the hedged transaction is recorded in the consolidated income statement as it occurs.

When interest rate options are designated as hedging instruments, the intrinsic value and time value of the financial hedge instrument are separated. Changes in intrinsic and time value which are highly effective are recorded in equity and subsequently reclassified from equity to profit or loss in the same period or periods during which the hedged item affects profit or loss. Any ineffectiveness is recorded as financial income or expense as it occurs.

When the hedging instrument matures or is sold, or when it no longer meets the requirements to apply hedge accounting, accumulated gains and losses recorded in equity remain as such until the forecast transaction is ultimately recognized in the income statement. However, if it becomes unlikely that the forecast transaction will actually take place, the accumulated gains and losses in equity are recognized immediately in the income statement.

The inputs used to calculate fair value of our derivatives are based on inputs other than quoted prices that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices), through the application of valuation models (Level 2). The valuation techniques used to calculate fair value of our derivatives include discounting estimated future cash flows, using assumptions based on market conditions at the date of valuation or using market prices of similar comparable instruments, amongst others. The valuation of derivatives requires the use of considerable professional judgment. These determinations were based on available market information and appropriate valuation methodologies. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

Income taxes and recoverable amount of deferred tax assets

The current income tax provision is calculated on the basis of relevant tax laws in force at the date of the statement of financial position in the countries in which the subsidiaries and associates operate and generate taxable income.

Determining income tax provision requires judgment in assessing the timing and the amount of deductible and taxable items, as well as the interpretation and application of tax laws in different jurisdictions. Due to this fact, contingencies or additional tax expenses could arise as a result of tax inspections or different interpretations of certain tax laws by the corresponding tax authorities.

We recognize deferred tax assets for all deductible temporary differences and all unused tax losses and tax credits to the extent that it is probable that future taxable profit will be available against which they can be utilized.

We consider it probable that we will have sufficient taxable profit available in the future to enable a deferred tax asset to be recovered when:

- There are sufficient taxable temporary differences relating to the same tax authority, and the same taxable entity is expected to reverse either in the same period as the expected reversal of the deductible temporary difference or in periods into which a tax loss arising from the deferred tax asset can be carried back or forward.
- It is probable that the taxable entity will have sufficient taxable profit, relating to the same tax authority and the same taxable entity, in the same period as the reversal of the deductible temporary difference (or in the periods into which a tax loss arising from the deferred tax asset can be carried back or forward).
- Tax planning opportunities are available to the entity that will create taxable profit in appropriate periods.

Our management assesses the recoverability of deferred tax assets on the basis of estimates of future taxable profit. These estimates are derived from the projections of each of our assets. Based on our current estimates, we expect to generate sufficient future taxable income to achieve the realization of our current tax credits and tax loss carryforwards, supported by our historical trend of business performance.

In assessing the recoverability of our deferred tax assets, our management also considers the foreseen reversal of deferred tax liabilities and tax planning strategies. To the extent management relies on deferred tax liabilities for the readability of our deferred tax assets, such deferred tax liabilities are expected to reverse in the same period and jurisdiction and are of the same character as the temporary differences giving rise to the deferred tax assets. We consider that the recovery of our current deferred tax assets is probable without counting on potential tax planning strategies that we could use in the future.

C. Research and Development

Not applicable.

D. Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the year ended December 31, 2019 that are reasonably likely to have a material adverse effect on our revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Off-Balance Sheet Arrangements

As of December 31, 2019, the overall sum of the Bank Bond and the Surety Insurance directly deposited by subsidiaries of Atlantica as a guarantee to third parties (clients, financial entities and other third parties) was $38.2 million and corresponded to operations of technical nature ($32.4 million as of December 31, 2018). In addition, the outstanding amount of guarantees issued by Atlantica Yield plc as of December 31, 2019 was $130.1 million ($60.5 million as of December 31, 2018). Guarantees issued by Atlantica correspond mainly to guarantees provided to off-takers in our PPAs, guarantees issued to replace debt service reserve accounts and guarantees for points of access for renewable projects, which have been partially canceled as of the date of this annual report. For further discussion, see note 19 to our Annual Consolidated Financial Statements included elsewhere in this annual report.

F. Tabular Disclosure of Contractual Obligations

The following table summarizes our contractual obligations as of December 31, 2019.

	Total	Up to one year	Between one and three years	Between three and five years	Subsequent years
			$ in millions		
Corporate debt	$ 723.8	$ 28.7	$ 200.5	$ 200.9	$ 293.7
Loans with credit institutions (project debt)	4,105.9	241.1	504.9	598.8	2,761.0
Notes and bonds (project debt)	746.4	28.3	51.5	56.2	610.4
Purchase commitments	2,991.4	129.6	278.4	269.6	2,313.8
Accrued interest estimate during the useful life of loans	2,472.1	294.7	549.3	471.5	1,156.5

As described in the table above, we have other contractual obligations to make future payments in connection with bank debt and notes and bonds. In addition, during the normal course of business, we enter into agreements where we commit to future purchases of goods and services from third parties.

Corporate debt refers to the Revolving Credit Facility, the Note Issuance Facility 2019 the Note Issuance Facility 2017, the Euro Commercial Paper Program and other credit lines, which are described in detail in note 14 to our Annual Consolidated Financial Statements.

For more detailed information on project debt (loans with credit institutions) refer to note 15 to our Annual Consolidated Financial Statements.

Notes and bonds refer to the carrying value of issuances made at ATS, ATN and Solaben 1/6.

Purchase obligations include agreements for the purchase of goods or services that are enforceable and legally binding on the combined group and that specify all significant terms, including fixed or minimum quantities to be purchased, fixed, minimum or variable price provisions and the appropriate timing of the transactions.

Accrued interest estimate during the useful life of loans represents the estimation for the total amount of interest to be paid or accumulated over the useful life of the loans, notes and bonds.

Capital Expenditures

Our capital spending program is limited considering all our projects are in operation. Maintenance capex is limited and in some cases it is included within the operation and maintenance agreement, thus included in operating expenses with our Income Statement.

G. Safe Harbor

This annual report contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act and as defined in the Private Securities Litigation Reform Act of 1995. See "Cautionary Statements Regarding Forward-Looking Statements."

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

Board of Directors of Atlantica Yield

The board of directors of Atlantica Yield comprises the following eight members:

Name	Position	Year of birth
Daniel Villalba	Director and Chairman of the Board	1947
Santiago Seage	Chief Executive Officer and Director	1969
Ian Robertson	Director	1959
Christopher Jarratt	Director	1958
Jackson Robinson	Director	1942
Robert Dove	Director	1954
Andrea Brentan	Director	1949
Francisco J. Martinez	Director	1958

The business address of the members of the board of directors of Atlantica Yield is Great West House, GW1, 17th floor, Great West Road, Brentford, United Kingdom, TW8 9DF.

There are no family relationships among any of our executive officers or directors. There are no potential conflicts of interest between the private interests or other duties of the members of the board of directors listed above and their duties to Atlantica Yield, except in the case of Mr. Ian Robertson and Mr. Christopher Jarratt who serve on Algonquin's board as Chief Executive Officer and Vice Chair, respectively.

The following is the biographical information of members of our board of directors.

Daniel Villalba, Director and Chairman of the Board

Daniel Villalba has served as a director since our formation in 2014. Mr. Villalba was previously a Professor of Business Economics at the Universidad Autonoma de Madrid. He also previously served as the CEO of Inverban, a broker and investment bank, and independent board member of Vueling, an airline currently part of International Airlines Group, Abengoa and the Madrid Stock Exchange, as well as a board member of several private companies. He also has written more than 50 academic papers and books. Mr. Villalba holds a Master of Science in Operations Research from Stanford University, a Master of Science in Business Administration from the University of Massachusetts and a PhD in Economics from the Universidad Autonoma de Madrid. Mr. Villalba was elected chairman of the board on November 27, 2015.

Santiago Seage, Chief Executive Officer and Director

Mr. Seage has served as a director since our formation in 2014 until March 2018 and from December 2018. Mr. Seage has served as our Chief Executive Officer since our formation, except for the six-month period between May and November 2015, while he was Chairman of our Board and Chief Executive Officer of Abengoa. Prior to the foregoing, he served as Abengoa Solar's CEO beginning in 2006. Before joining Abengoa, he was a partner with McKinsey & Company. Mr. Seage holds a degree in Business Management from ICADE University in Madrid.

Ian Robertson, Director

Mr. Robertson has served as a director of the board since March 9, 2018. Mr. Robertson is a founder of Algonquin and currently serves as Algonquin's CEO. He has close to 30 years of experience in the development, financing, acquisition and operation of electric power generating projects and in the operation of diversified regulated utilities. Mr. Robertson is an electrical engineer who holds a Bachelor of Applied Science degree (University of Waterloo), a Professional Engineering designation, a Master of Business Administration degree (York University), and a Global Professional Master of Laws degree (University of Toronto). He is also a CFA® charterholder and a Chartered Director (C.Dir. - McMaster University).

Christopher Jarratt, Director

Mr. Jarratt has served as a director of the board since March 9, 2018. Mr. Jarratt is a founder of Algonquin and currently serves as Algonquin's Vice Chair. He has nearly 30 years of experience in the independent electric power and utility sectors. Mr. Jarratt holds an Honors Bachelor of Science degree from the University of Guelph, a Professional Engineering designation and is a Chartered Director (C.Dir.- McMaster University).

Jackson Robinson, Director

Mr. Robinson has served as a director since our formation in 2014. Mr. Robinson is Vice Chairman and Portfolio Manager at Trillium Asset Management. He also serves on the advisory board of several institutions including ACORE (American Council on Renewable Energy), EFW (Energy, Food & Water) and Bambeco (Sustainable Housewares). He holds a Bachelor's degree from Brown University.

Robert Dove, Director

Mr. Dove serves as a Senior Advisor and consultant to a number of infrastructure investors. Prior to his retirement in 2017, he was a partner, managing director and a head of the Carlyle Infrastructure Fund. He also held various positions at Bechtel Group Inc. and UBS Securities.

Andrea Brentan, Director

Mr. Brentan has extensive experience in the power sector. He currently serves as a senior advisor to Bain Capital and as non-executive chairman of FTI Consulting in Spain. Prior to that, he was CEO of Endesa, an international utility, from 2009 to 2014. Mr. Brentan has also held different executive positions at Enel, Alstom Power and ABB.

Francisco J. Martinez, Director

Mr. Francisco J. Martinez has more than 30 years of experience as a certified public accountant. Until 2013, Mr. Martinez was a partner at PWC in charge of the Energy sector, including audit, legal and tax. He also served as the deputy director for economy at the energy regulator of Spain (CNE) between 1995 and 1998.

Senior Management of Atlantica Yield

We have a senior management team with extensive experience in developing, financing, managing and operating contracted assets.

Our senior management is made up of the following members:

Name	**Position**	**Year of birth**
Santiago Seage	Chief Executive Officer and Director	1969
Francisco Martinez-Davis	Chief Financial Officer	1963
Emiliano Garcia	Vice President North America	1968
Antonio Merino	Vice President South America	1967
David Esteban	Vice President EMEA	1979
Irene M. Hernandez	General Counsel and Chief of Compliance	1980
Stevens C. Moore	Vice President Strategy and Corporate Development	1973

The business address of the members of the senior management of Atlantica Yield is Great West House, GW1, 17 floor, Great West Road, Brentford, United Kingdom, TW8 9DF.

There are no potential conflicts of interest between the private interests or other duties of the members of the senior management listed above and their duties to Atlantica Yield. There are no family relationships among any of our executive officers or directors.

Below are the biographies of those members of the senior management of Atlantica Yield who do not also serve on our board of directors.

Francisco Martinez-Davis, Chief Financial Officer

Mr. Martinez-Davis was appointed as our Chief Financial Officer on January 11, 2016. Mr. Martinez-Davis has more than 25 years of experience in senior finance positions both in the United States and Spain. He has served as Chief Financial Officer of several large industrial companies. Most recently, he was Chief Financial Officer for the company responsible for the management and operation of metropolitan rail service of the city of Madrid where he was also member of the Executive Committee. He has also worked as CFO for a retailer and as Deputy General Manager in Finance and Treasury for Telefonica Moviles. Prior to that, he worked for different investment banks in New York City and London for more than 10 years, including J.P. Morgan Chase & Co. and BNP Paribas. Mr. Martinez-Davis holds a Bachelor of Science, cum laude, in Business Administration from Villanova University in Philadelphia and an MBA from The Wharton School at the University of Pennsylvania.

Emiliano Garcia, Vice President North America

Mr. Garcia serves as Vice President of our North American business. Based in Phoenix, Arizona, he is responsible for managing two of our key assets, Solana and Mojave. Mr. Garcia was previously the General Manager of Abengoa Solar in the United States and of the Solana Power Plant. Before that, he held a number of managerial positions in various Abengoa companies over two decades. Mr. Garcia holds a Bachelor's degree in Engineering from Madrid Technical University.

Antonio Merino, Vice President South America

Mr. Merino serves as Vice President of our South American business. Previously, he was the Vice President of Abengoa's Brazilian business, as well as the head of Abengoa's commercial activities and partnerships in South America. Mr. Merino holds an MBA from San Telmo International Institute.

David Esteban, Vice President EMEA

Mr. Esteban has served as Vice President of our operations in EMEA since July 2014. He had previously served at Abengoa's Corporate Concession department for two years. Before joining Abengoa, David worked for the management consulting firm Arthur D. Little for seven years in the industries of Telecoms & Energy and then moved to a private equity firm specialized in renewable investments in Europe for three years.

Irene M. Hernandez, General Counsel

Ms. Hernandez has served as our General Counsel since June 2014. Prior to that, she served as head of our legal department since the date of our formation. Before that, Ms. Hernandez served as Deputy Secretary General at Abengoa Solar since 2012. Before joining Abengoa, she worked for several law firms. Ms. Hernandez holds a law degree from Complutense Madrid University and a Master's degree in law from the Madrid Bar Association (Colegio de Abogados de Madrid (ICAM)).

Stevens C. Moore, Vice President Strategy & Corporate Development

Mr. Moore has more than 22 years of experience in finance positions in Spain, the United Kingdom and the United States. He has worked in various positions in structured and leveraged finance at Citibank and Banco Santander, and vice president of M&A at GBS Finanzas. Most recently, he was director of corporate development and investor relations at Codere, the Madrid stock exchange listed international gaming company. He holds a B.A. degree in history from Tulane University of New Orleans, Louisiana.

Lead Independent Director

Our corporate governance guidelines provide that one of our independent directors shall serve as a lead independent director at any time when an independent director is not serving as the chairman of our board of directors. Mr. Villalba served as our lead independent director until he was named chairman of our board of directors on November 27, 2015, a position he holds until today.

B Compensation

Compensation of Board of Directors and Chief Executive Officer

We paid remuneration only to independent non-executive directors and Santiago Seage (Chief Executive Officer and Executive Director), other directors were not paid remuneration. Since April 2019, each independent non-executive director receives an annual compensation of $150.0 thousand. As chairman of the board of directors, Mr. Villalba receives an additional $75.0 thousand per year. As chairman of the audit committee, Mr. Francisco J. Martinez receives an additional $15.0 thousand per year. As chairman of the Nominating and Corporate Governance Committee and Compensation Committee, Mr. Dove and Mr. Robinson receive an additional $10.0 thousand per year.

Until March 2019, each independent director received a total annual compensation of $134.0 thousand and as chairman of the board of directors, Mr. Villalba received an additional $61.0 thousand per year. In 2019, each independent director received a total annual compensation detailed in the table below. As chairman of the audit committee, Mr. Francisco J. Martinez received an additional $15 thousand per year. As chairman of the Nominating and Corporate Governance Committee and Compensation Committee, Mr. Dove and Mr. Robinson receive an additional $10 thousand per year.

Non-executive directors appointed by Algonquin did not receive any compensation from us.

Until December 31, 2019, the policy was not to compensate other non-executive directors for the time dedicated. The remuneration to non-independent non-executive directors is a change to our remuneration policy approved by the Compensation Committee and by the Board of Directors. The Company is seeking shareholder approval to compensate non-independent non-executive directors on the same terms as we compensate independent non-executive directors.

The total compensation received by our independent directors and Chief Executive Officer from us during 2019 is set forth in the table below. The compensation of the Chief Executive Officer is defined in euros. Amounts have been converted to US $ for presentation purposes.

	Directors, Remuneration for the year ended December 31, 2019					
	Salary and Fees	**All Taxable Benefits**	**Annual Bonuses**	**LTIP**	**Pension**	**Total**
	(in thousands of U.S. dollars)					
Santiago Seage	727.7	-	957.7	-	-	1,685.4
Daniel Villalba	217.5	-	-	-	-	217.5
Jackson Robinson	155.9	-	-	-	-	155.9
Robert Dove	155.9	-	-	-	-	155.9
Andrea Brentan	146.0	-	-	-	-	146.0
Francisco J. Martinez	161.0	-	-	-	-	161.0
Total	1,564.0	-	957.7	-	-	2,521.7

	Directors, Remuneration for the year ended December 31, 2018					
	Salary and Fees	**All Taxable Benefits**	**Annual Bonuses**	**2016-2018 LTIP**	**Pension**	**Total**
	(in thousands of U.S. dollars)					
Santiago Seage	767.8	-	992.2	751.1	-	2,511.1
Daniel Villalba	160.0	-	-	-	-	160.0
Jackson Robinson	118.3	-	-	-	-	118.3
Robert Dove	118.3	-	-	-	-	118.3
Andrea Brentan	114.2	-	-	-	-	114.2
Francisco J. Martinez	120.4	-	-	-	-	120.4
Total	1,399.0	-	992.2	751.1	-	3,142.3

Only directors who received remuneration are included in the table above.

Each member of our board of directors will be indemnified for his actions associated with being a director to the extent permitted by law.

None of the directors received any pension remuneration in 2018 nor 2019. The CEO received the 2016-2018 LTIP compensation in 2018, paid in March 2019. No long-term awards have vested in 2019.

During the year 2019, most of the objectives defined for the Chief Executive Officer's variable bonus were met or exceeded and the Compensation Committee decided to approve a bonus corresponding to 100.7% of the potential variable compensation, which will be payable in 2020. In 2018, most of the objectives defined for the Chief Executive Officer's variable bonus were met or exceeded and the Compensation Committee decided to approve a bonus corresponding to 101.8% of the potential variable compensation, which was paid in 2019:

	Percentage weight	Achievement
CAFD (cash available for distribution) – Equal or Higher than $190 million	40%	100%
EBITDA – Equal or Higher than $827 million	10%	99%
Present and close value creating and accretive investment opportunities	15%	100%
Lead the works of the strategic review and plan	20%	100%
Achieve health and safety targets – (Frequency with Leave / Lost Time Index below 4.5 and General frequency index below 13.8) based on reliable targets and consistent measure metrics	10%	120%
Implement the succession plan	5%	75%

The Chief Executive Officer's maximum potential bonus could be 120% of such bonus.

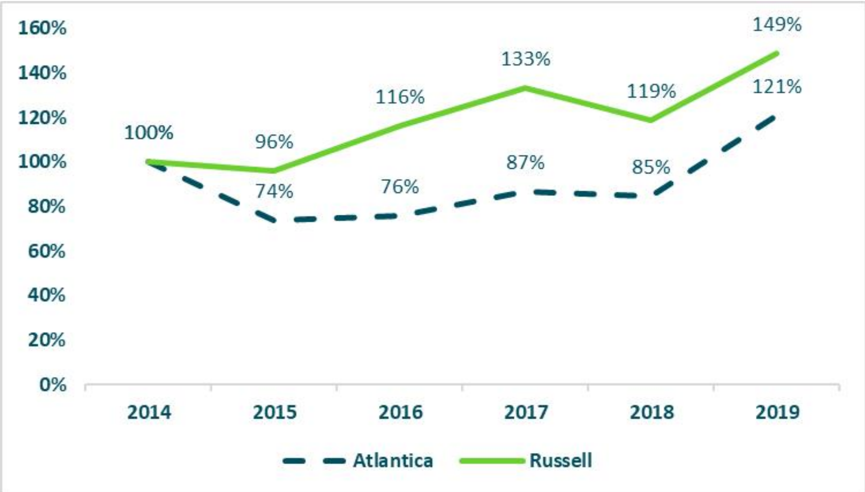
The 2016-2018 Long-Term Incentive Plan (LTIP) was in place for the three-year period from 2016 to 2018. The award corresponding to the Chief Executive Officer was a 21.95% of the maximum potential award, which amounted to $751 thousand, which was paid in 2019.

A new remuneration policy, including long-term incentive awards was approved at our 2019 Annual General Meeting held in June 2019. Following that policy, we have yearly long-term incentive plans which are detailed under the section "Long-term Incentive Awards".

Total Shareholder Return and Chief Executive Officer Pay

The chart below shows the Company's total shareholder return since June 2014, the date of our Initial Public Offering ("IPO"), until the end of 2019 compared with the total shareholder return of the companies in the Russell 2000 Index. The chart represents the progression of the return, including investment, starting from the time of the IPO at a 100%-point. In addition, dividends are assumed to have been re-invested at the closing price of each dividend payment date.

We believe the Russell 2000 Index is an adequate benchmark as it represents a broad range of companies of similar size.



TSR is calculated in US dollars.

The table below shows the total remuneration of the Chief Executive Officer and his bonuses and 2016-2018 LTIP grants expressed as a percentage of the maximum he is likely to be awarded. We have also included an additional reference point to show the maximum remuneration receivable assuming a share price appreciation of 50%.

		Bonus		LTIP awards	
	(In thousands of U.S. Dollars)				
Year	Total Pay	Percentage of maximum	*Amount of bonus*	Percentage of maximum	*Value*
2019	1,685.4	100.7%	957.7	-	-
2018	2,511.1	101.8%	992.2	21.95%	751.1
2017	1,602.0	96.25%	924.2	-	-
2016	1,499.4	100%	940.5	-	-
2015	1,597.6(1)	-	-	-	-
2014	174.1	-	-	-	-

(1) Includes €1,189.50 thousand termination payment received by Mr. Garoz after leaving the Company in November 25 2015.

The chief executive officer did not receive any variable remuneration for service provided to the Company for the years ended 31 December 2015 and 2014. Santiago Seage occupied that office between January and May 2015, and again since late November 2015. Meanwhile, Mr. Garoz held that position between May and November 2015, when he left the Company.

In 2017, the Company accrued $924.2 thousand of the bonus paid to the Chief Executive Officer in 2018. In 2018, the Company accrued $992.2 thousand of the bonus payable to the Chief Executive Officer in 2019, in accordance with his service agreement.

If from January 1st, 2019 to December 31st, 2019 in 2019 the share price had increased by 50%, the remuneration for the CEO for the year 2019 would have been $1,685.4 million, the same as the amount actually received since no long-term incentives related to the share price have vested in 2019.

In 2019, the Company accrued $957.7 thousand of the bonus paid payable to the Chief Executive Officer in 2020.

Under the LTIP 2019, the CEO holds 46,987 share units, convertible into shares in the future as per the LTIP and 122,080 options as per the 2019 LTIP. In addition, the CEO holds 43,606 share units under the one-off plan.

Chief Executive Officer Pay vs. Employee Pay

The table below sets out the percentage change between the year 2018 and 2019 in salary, benefits and bonus (determined on the same basis as for the Single Total Figure table) for the Chief Executive Officer and the average per capita change for employees of the Group as a whole excluding the Chief Executive Officer.

Element of remuneration	Percentage change for Chief Executive Officer	Percentage change for Employees excluding the CEO
Salary	0%	5.1%
Benefits	n/a	n/a
Bonus	(1.1%)	5.6%

Relative Importance of Spend on Pay

The following table sets out the change in overall employee costs, directors' compensation and dividends.

$ in million	Amount in 2019	Amount in 2018	Difference
Spend on pay for all employees of the group	27.7	15.1	12.6
Total remuneration of directors	2.5	3.2	(0.7)
Dividends paid (*)	159.0	133.2	25.8

The company has not made any share repurchases during 2019 nor 2018.

The average number of employees in 2019 in the Group was 306 employees, compared to 207 employees in 2018. The $12.6 million increase in spend on pay is due to the acquisition in July 2019 of ASI Operations, the company that performs the operation and maintenance services to the Solana and Mojave plants. In addition, in 2018, the amount effectively payable under the long-term incentive plan corresponding to the 2016-2018 period was lower than the amount accrued, so we recorded a reversal of the accrual, which also explains the increase in spend on pay.

The $0.7 million decrease in total remuneration of directors is due to the CEO's 2016-2018 long-term incentive plan that became payable as of December 31, 2018. In 2019, no long-term incentives vested.

Long-Term Incentive Awards

In 2016, we adopted our 2016-2018 LTIP for management, for the period from 2016 to 2018. Twelve executives, including our CEO, were eligible under LTIP. The LTIP provides that each eligible executive was entitled to the payment of a long-term incentive cash bonus in March 2019 calculated as a function of Total Annual Shareholder's Return, or TSR, objectives over the 2016-18 period, a metric intended to align management and shareholder interests. The maximum bonus was 50% (or, in the CEO's case, 70%) of the total remuneration received by the executive over the period from 2016-18. Specifically, 50% of the bonus was based on our TSR and 50% on the relative performance in terms of TSR versus a group of similarly structured companies selected by the Compensation Committee. Given the TSR in the three-year period from January 1, 2016 and December 31, 2018 and the TSR versus the peer group during that same period, the amount payable under the LTIP amounted to 21.95% of the maximum potential amount, which represented a total amount of $1,618.0 thousand, paid in March 2019.

A new remuneration policy including long-term incentive awards was approved at our 2019 Annual General Meeting held in June 2019.

In April 2018, the Board of Directors approved the implementation of a remuneration policy including LTIP awards. The first long-term incentive plan for the 2019 period (the "Long-Term Incentive Plan 2019" or "LTIP 2019") permits the grant of share options and restricted stock units ("Awards") to the executive team of the Company (the "Executives"). The LTIP applies to approximately 14 executives and the Board of Directors proposed to include the Chief Executive Officer, who is also a Director. The Chief Executive Officer's participation in the LTIP was approved by shareholders' at the 2019 annual general meeting in June 2019.

The purpose of this LTIP is to attract and retain the best talent for positions of substantial responsibility in the Company, to encourage ownership in the Company by the executive team whose long-term service the Company considers essential to its continued progress and, thereby, encourage recipients to act in the shareholders' interest and to promote the success the Company.

The aggregate number of shares which may be reserved for issuance under the LTIP must not exceed 2% of the number of the shares outstanding at the time of the Awards are granted but is expected to be significantly less. However, the Company may decide that, instead of issuing or transferring shares, the Executives may be paid in cash.

The value of the Awards will be defined as 50% of the Executives' total annual compensation for the year closed before the date upon which an Award is granted and, in the case of the Chief Executive Officer, would be 70% of the same previous year total compensation at the grant date ("Awards Value"). The share options will represent 25% of the Award Value and the restricted stock units will represent 75% of the Award Value.

In addition to the LTIP 2019 and following the remuneration policy approved at our 2019 Annual General Meeting, in December 2019 the Board of Directors approved the implementation of a long-term incentive plan for the 2020 period (the "2020 Long-Term Incentive Plan" or "2020 LTIP") in the same terms as of the LTIP. The 2020 LTIP applies to approximately 13 executives including the Chief Executive Officer.

Main terms of the LTIP

	Share Options	Restricted Stock Units
Nature	Option cost shall be calculated by a third party using the Black-scholes or some other accepted methodology.	Conditions shall be based on continuing employment (or other service relationship) and/or achievement of a minimum 5% average annual total shareholders return (“TSR”).
Exercisability and vesting period	One-third of the total number of options awarded shall vest on each anniversary of the date upon which an award was granted. The Company will decide at vesting if cash or shares are given as payment.	The shares will vest on the third anniversary of the grant date but only if the total annual shareholders return (“TSR”) has been at least a 5% yearly average over such 3-year period.
Ownership and dividends	The participant shall have the rights of a shareholder only as to shares acquired upon the exercise of an option and not as to unexercised options. Until the Shares are issued or transferred, no right to vote at any meeting or to receive dividends or any other rights as a shareholder shall exist.	The participant will be entitled to receive, for each share unit, a payment equivalent to the amount of any dividend or distribution paid on one share between the grant date and the date on which the share unit vests.

If a participant’s employment terminates by reason of involuntary termination (death, disability, retirement dismissal rendered unfair, etc.), any portion of his/her Award shall thereafter continue to vest and become exercisable according to the terms of the LTIP but such participant shall be no longer entitled to be granted Awards under the LTIP.

If a participant incurs a termination of employment for cause or voluntary resignation or withdrawal, options that have vested on the termination date will be exercisable within the period of 30 days from such termination date but any unvested Awards (options or restricted stock units) shall lapse.

If there is a change in control, all Awards shall vest in full on the date of the change in control. The participants must exercise their options within a period of 30 days.

If the Company is delisted, all outstanding Awards shall vest in full on the date of delisting and will be settled in cash. The cash payment for restricted stock units will be the last quoted share price of the Company and the cash payment for any outstanding share options will be the difference between the last quoted share price and the exercise price for the applicable option. Such cash payments will be made after applicable tax deductions within 30 days of the delisting.

In addition, in February 2019 the Board of Directors approved a special one-off plan which permitted the grant of stock units to certain members of the Management and certain members of the Middle Management , consisting of approximately 25 managers including the Chief Executive Officer. The value of the award was defined as 50% of 2019 target remuneration (including salary and variable bonus). The share units vest over 3 years, one third each year starting in 2020, provided that the manager is still an employee of the company. This was approved by shareholders at the 2019 annual general meeting. Executive directors do not receive any pension contributions.

The executive director do not receive any pension contributions.

None of the non-executive directors receive bonuses, long-term incentive awards, pension or other benefits in respect of their services to the Company.

There are no provisions for the recovery of sums paid or the withholding of any sum.

For 2020 the bonus objectives are the following:

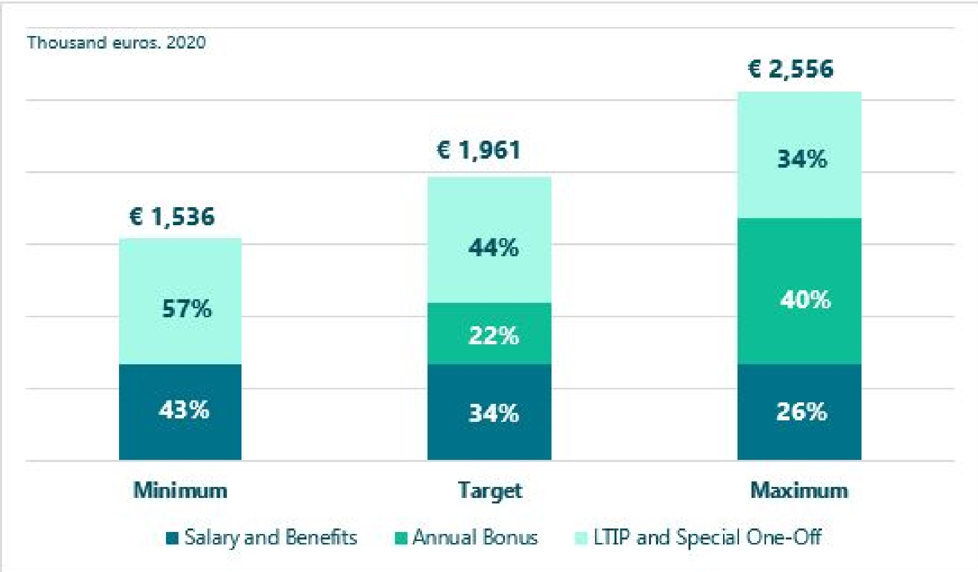
	Percentage weight
CAFD (cash available for distribution) – Equal or higher than the CAFD budgeted in the 2020 budget	40%
EBITDA– Equal or Higher than the EBITDA budgeted in the 2020 budget	15%
Close accretive acquisitions for the Company	20%
Achieve health and safety targets - (Frequency with Leave / Lost Time Index below 3.5 and General frequency index below 11.0) based on reliable targets and consistent measure metrics	10%
Implement the succession plan	15%

The Compensation Committee approved a fixed remuneration of €663 thousand for the Chief Executive Officer for 2020, a 2% increase versus 2019.

For 2020, the bonus measures for the remuneration of the Chief Executive Officer, will focus on four areas: financial targets, value creating growth/investments, health and safety and implementing the succession plan.

This approach is intended to provide a balanced assessment of how the business has performed over the course of the year against stated objectives. Targets are aligned with the annual plan and strategic and operational priorities for the year.

Total remuneration of the only executive director for a minimum, target and maximum performance in 2020 is presented in the chart below.



Assumptions made for each scenario are as follows:

- Minimum: fixed remuneration plus portion of LTIP and one-off plans vesting in 2020
- Target: fixed remuneration plus portion of LTIP and one-off plans vesting in 2020 plus half of maximum annual bonus
- Maximum: fixed remuneration plus portion of LTIP and one-off plans vesting in 2020 plus maximum annual bonus

LTIP and one-off plan have been included for the amounts vesting in 2020, assuming a share price of $31.24 (February 26, 2020 share price).

Key Management Compensation for 2019

$ thousand	2019	2018
Short-term employee benefits	4,494.6	4,309.9
LTIP Awards	-	1,361.5
Post-employment benefits	-	-
Other long-term benefits	-	-
Termination benefits	-	-
Share-based payment	-	-
Total	**4,494.6**	**5,671.4**

Key management includes Directors, Chief Executive Officer, CFO and 5 key executives.

C. Board Practices

Our board of directors consists of eight directors, five of whom are independent. Under our articles of association, our board may consist of 7 to 13 members. Additionally, our articles of association established a term of office of up to 3 years. Upon retirement, our board members are eligible for reelection. Executive directors, our chairman, and lead independent directors can be appointed for a period as decided by the directors. Santiago Seage has been serving as director since 2013 (except from March to December 2018), and Daniel Villalba and Jackson Robinson have served since 2014. Robert Dove, Andrea Brentan, and Francisco J. Martinez were appointed in 2017, and Ian Robertson and Christopher Jarratt were appointed in 2018. Santiago Seage was reappointed on December 18, 2018.

Directors will not vote on matters that represent or could represent a conflict of interests. Directors affiliated with Algonquin do not vote on matters that represent or could represent a conflict of interests, including the evaluation of assets offered to us under the AAGES and Algonquin ROFO Agreements. See "Item 7.B—Related Party Transactions—Procedures for Review, Approval and Ratification of Related Party Transactions; Conflicts of Interest."

Our board of directors is responsible for, among other things, overseeing the conduct of our business; reviewing and, where appropriate, approving, our long-term strategic, financial and organizational goals and plans; and reviewing the performance of our chief executive officer and other members of senior management.

Under English law, the board of directors of an English company is responsible for the management, administration and representation of all matters concerning the relevant business, subject to the company's corporate constitution. Under English law and our constitution, the board of directors may delegate its powers to an executive committee or other delegated committee or to one or more persons.

None of our non-executive directors have service contracts with us or any of our businesses providing for benefits upon termination of employment.

Audit Committee

Our Audit Committee is responsible for monitoring and informing the board of directors on the work of external and internal auditors, control systems, key processes and procedures, security and risks. The committee comprises the following three members, each of whom is an independent director:

Name	Position
Francisco J. Martinez	Chairman
Daniel Villalba	Member
Jackson Robinson	Member

The committee will meet as many times as required and a minimum of two times per year.

Our Audit Committee is directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services, including the resolution of disagreements between the external auditor and management. The external auditor will report directly to our Audit Committee. Our Audit Committee is also responsible for reviewing and approving our hiring policies regarding former employees of the external auditor. In addition, the Audit Committee preapproves all non-audit services undertaken by the external auditor.

Our Audit Committee is responsible for reviewing the adequacy and security of procedures for the confidential, anonymous submission by our employees or contractors regarding any possible wrongdoing in financial reporting or other matters. Our Audit Committee is accountable to our board of directors and will provide a report to our board of directors after each regularly scheduled Audit Committee meeting outlining the results of the Audit Committee's activities and proceedings.

Nominating and Corporate Governance Committee

Our Nominating and Corporate Governance Committee comprises the following three members, two of whom are independent directors (Ian Robertson is affiliated to Algonquin).

Name	Position
Robert Dove	Chairman
Daniel Villalba	Member
Ian Robertson	Member

The duties and functions of our Nominating and Corporate Governance Committee include, among others, regularly reviewing the structure, size and composition (including the skills, knowledge, experience and diversity) of the board of directors and make recommendations to the board of directors with regard to any changes, and keep under review corporate governance rules and developments (including ethics-related matters) that might affect us, with the aim of ensuring that our corporate governance policies and practices continue to be in line with best practice. Our Nominating and Corporate Governance Committee meets at least twice a year at appropriate intervals in the financial reporting and audit cycle and otherwise as required. The committee informs and makes proposals to the board of directors.

Compensation Committee

Our Compensation Committee comprises the following three members, two of whom are independent directors (Christopher Jarratt is affiliated to Algonquin).

Name	Position
Jackson Robinson	Chairman
Andrea Brentan	Member
Christopher Jarratt	Member

The duties and functions of our Compensation Committee include, among others, analyze, discuss and make recommendations to the board of directors regarding the setting of the remuneration policy for all directors as well as senior management, including pension rights and any compensation. The committee meets at least twice a year at appropriate intervals in the financial reporting and audit cycle and otherwise as required. The committee informs and makes proposals to the board of directors.

Related Party Transaction Committee

Our Related Party Transaction Committee comprises the following five members, each of whom is an independent director:

Name	Position
Daniel Villalba	Chairman
Jackson Robinson	Member
Andrea Brentan	Member
Robert Dove	Member
Francisco Jose Martinez	Member

The duties and functions of our Related Party Transaction Committee include, among others, evaluating on an ongoing basis existing relationships between and among businesses and counterparties to ensure that all related parties are identified, monitoring related-party transactions, identifying changes in relationships with counterparties and overseeing the implementation of a system for identifying, monitoring and reporting related-party transactions, including a periodic review of such transactions, applicable policies and procedures.

The Related Party Transaction Committee shall meet at such times as required and where it considers appropriate. The Related Party Transaction Committee will report to the board of directors on the decisions and recommendations made by the committee, including but not limited to any conflict of interest and any procedure to manage such conflict of interest.

Special Committee / Strategic Review Committee

On February 13, 2019, we announced that our board of directors had formed a strategic review committee with the purpose of evaluating a wide range of strategic alternatives available to us to optimize our value and to improve returns to shareholders. The role of the strategic review committee was subsumed by a special committee of the Board formed in September 2019. Our Special Committee has been evaluating a number of strategic alternatives and its work continues. Our Special Committee now comprises our five independent directors:

Name	Position
Daniel Villalba	Chairman
Jackson Robinson	Member
Andrea Brentan	Member
Robert Dove	Member
Francisco Jose Martinez	Member

The duties and functions of our Special Committee are to (a) investigate, study and evaluate the current strategy, business model and cost of capital for ourselves, our peers and other companies; (b) develop and present to the Board alternative strategies which may be available for execution by us to enhance shareholder value and, if considered necessary, improve our cost of capital; and (c) review, negotiate, and make recommendations to the Board as to whether or not to pursue, offers and proposed transactions that would result in a sale of Atlantica and any strategic alternative available to Atlantica .

D. Employees

The following table shows the number of employees as of December 31, 2019, 2018 and 2017, on a consolidated basis:

	Year ended December 31,		
Geography	**2019**	**2018**	**2017**
EMEA	50	53	56
North America	229	31	28
South America	43	37	15
Corporate	103	96	86
Total	**425**	**217**	**185**

The increase in the number of employees for the year ended December 31, 2019 as compared to the year ended December 31, 2018 is mainly due to the acquisition of ASI Operations, the company which provides O&M services for the Solana and Mojave plants, focused exclusively on providing personnel. With this acquisition, we reduced our dependence on Abengoa as an O&M supplier and expect to achieve cost reductions.

E. Share Ownership

None of our directors or members of our senior management is the owner of more than one percent of our ordinary shares, and no director or member of our senior management has voting rights with respect to our ordinary shares that are different from any other holder of our ordinary shares.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table sets forth information with respect to beneficial ownership of our ordinary shares as of the date of this annual report by:

- each of our directors and executive officers;
- our directors and executive officers as a group; and
- each person known to us to beneficially own 5% and more of our ordinary shares.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. It includes the sole or shared power to direct the voting or the disposition of the securities or to receive the economic benefit of the ownership of the securities. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days of this annual report, including through the exercise of any option or other right and the vesting of restricted shares. These shares, however, are not included in the computation of the percentage ownership of any other person. The calculations of percentage ownership in the table below is based on 101,601,666 ordinary shares outstanding as of the date of this annual report.

Name	Ordinary Shares Beneficially Owned	Percentage
Directors and Officers		
Daniel Villalba	60,000	-
Santiago Seage	20,000	-
Jackson Robinson	10,688	-
Robert Dove	11,079	-
Francisco J. Martinez	6,703	-
Ian Robertson	2,500	-
Andrea Brentan	1,300	-
All Directors and executive officers as group	112,270	-
5% Beneficial Owners		
Algonquin (AY Holdco) B.V. (1)	44,942,065	44.2%
Morgan Stanley (2)	7,321,982	7.3%

(1) This information is based solely on the Schedule 13D filed on June 3, 2019 by Algonquin Power & Utilities Corp., a corporation incorporated under the laws of Canada, Algonquin (AY Holdco) B.V., a corporation incorporated under the laws of the Netherlands, and AAGES (AY Holdings) B.V., a corporation incorporated under the laws of the Netherlands.

(2) This information is based solely on the Schedule 13G filed on February 11, 2020 by Morgan Stanley, corporation incorporated under the laws of Delaware. The registered address of Morgan Stanley is 1585 Broadway New York, NY 10036.

We have one class of ordinary shares, and each holder of our ordinary shares is entitled to one vote per share.

As of the date of this annual report, 101,601,666 of our ordinary shares were outstanding. Because some of our ordinary shares are held by brokers and other nominees, the number of shares held by and the number of beneficial holders with addresses in the United States is not fully ascertainable. As of the date of this annual report, to the best of our knowledge, one of our shareholders of record was located in the United States and held in the aggregate 98,217,259 ordinary shares representing approximately 96.69% of our outstanding shares. However, the United States shareholders of record include Cede & Co., which, as nominee for The Depositary Trust Company, is the record holder of all such ordinary shares. Accordingly, we believe that the shares held by Cede & Co. include ordinary shares beneficially owned by both United States and non-United States beneficial owners. As a result, these numbers may not accurately represent the number of beneficial owners in the United States.

B. Related Party Transactions

Arrangements for Change in Control of the Company

On March 9, 2018, Algonquin completed an acquisition of a 25.0% stake in us from Abengoa with the option to acquire the remaining 16.5% stake. On November 27, 2018, Algonquin announced that they had completed the purchase of a 16.5% equity interest in Atlantica from Abengoa. Following this purchase, Abengoa no longer had an equity interest in Atlantica. On May 9, 2019, Algonquin, AAGES and the Company entered into the Enhanced Cooperation Agreement, and Algonquin and the Company entered into a subscription agreement pursuant to which, among other things, the Company agreed to permit Algonquin to acquire, and Algonquin agreed to purchase, 1,384,402 ordinary shares, representing approximately 1.4% of the issued and outstanding Ordinary Shares. On May 22, 2019, Algonquin announced that they had completed the purchase of the 1.4% stake. After giving effect to such purchase, Algonquin was the beneficial owner of 42,942,065 Ordinary Shares, representing approximately 42.3% of the issued and outstanding Ordinary Shares. On May 31, 2019, AAGES (AY Holdings) B.V. entered into an accelerated share purchase transaction with Morgan Stanley & Co. LLC, pursuant to which on the same date AAGES acquired 2,000,000 Ordinary Shares for a total price of $53,750,000. After giving effect to such purchase, as of the date of this report, Algonquin is the beneficial owner of 44,942,065 Ordinary Shares, representing approximately 44.2% of the issued and outstanding Ordinary Shares.

Agreements with Current Shareholders

We entered into the AAGES ROFO Agreement and Algonquin ROFO Agreement with AAGES and Algonquin, respectively. In addition, Algonquin, AAGES and the Company entered into the Enhanced Cooperation Agreement, and Algonquin and the Company entered into the Subscription Agreement.

AAGES Right of First Offer

Pursuant to the AAGES ROFO Agreement, which we and AAGES entered into on March 5, 2018 and which became effective upon completion of the 25% Share Sale, AAGES granted us a right of first offer on any proposed sale, transfer or other disposition of the AAGES' ROFO Assets.

If AAGES transfers interests in any AAGES ROFO Asset, then AAGES must require such transferee to acquire the AAGES ROFO Asset subject to our right of first offer except under certain circumstances summarized below. The AAGES ROFO Agreement has an initial term of ten years.

Prior to engaging in any negotiation regarding any disposition, sale or other transfer of any asset, AAGES will deliver a written notice to us thereof, including a predefined set of information that is relevant for us to make a determination regarding the AAGES ROFO Asset, including the indicative price at which AAGES proposes to sell it to us. Once that information is received, a 60-day negotiation period will start. If an agreement is not reached, AAGES, during the following 30 months, may only sell, transfer, dispose or recontract such asset to a third party for an aggregate purchase price that is not less than 105% of the last purchase price we offered during the negotiation period for assets located outside Canada and the US. For U.S. or Canadian assets, the purchase price must not be less than 100% of the last purchase price we offered during the negotiation period.

Under the AAGES ROFO Agreement, AAGES is not obligated to sell any asset and, therefore, we do not know when, if ever, these assets will be offered to us. In addition, in some of the assets under the AAGES ROFO Agreement, AAGES may have equity partners with rights regulating divestitures by AAGES of its stake such as drag-along and tag-along clauses, and rights of first refusal, among others. We will consider and take into account all these clauses when deciding whether to present an offer.

Any material transaction between AAGES and us (including the proposed acquisition of any AAGES ROFO Asset) will be subject to our related party transaction policy, which will require prior approval of such transaction by a majority of the non-conflicted directors of our board of directors. See "—Procedures for Review, Approval and Ratification of Related Party Transactions;Conflicts of Interest," "Item 3.D—Risk Factors—Risks Related to Our Relationship with Abengoa—We may not be able to consummate future acquisitions from AAGES, Algonquin or Abengoa" and "Item 3.D—Risk Factors."

AAGES may enter into agreements with other companies with the objective of jointly developing the construction of new projects consisting of concessional assets which are included in AAGES' current or future portfolio. Pursuant to the terms of the AAGES ROFO Agreement, AAGES may sell equity in these assets to third parties without being subject to the AAGES ROFO Agreement under certain circumstances in order to enhance the likelihood of success or financial prospects of such asset.

Algonquin Shareholders Agreement

In connection with the acquisition of 25.0% of our ordinary shares by Algonquin (indirectly through a subsidiary of AAGES), which completed in March 2018, we entered into a Shareholders Agreement with Algonquin and AAGES, which became effective upon completion of the 25% Share Sale. The Shareholders Agreement, among other things, sets forth certain rights and restrictions with respect to our ordinary shares, the main terms of which are summarized below.

On May 9, 2019, we signed a new enhanced collaboration agreement with Algonquin. Under this agreement, Atlantica had a right to acquire stakes or make investments in two Algonquin assets in the U.S., subject to the parties acting reasonably and in good faith agreeing price and terms of such transfers. Additionally, we agreed with Algonquin to analyze jointly during the next six months Algonquin's contracted assets portfolio in the U.S. and Canada to identify assets where a drop down could add value for both parties, according to each company's key metrics. This process is taking longer than initially expected and we cannot guarantee that we will be able to consummate the acquisition of stakes or investments following the agreement with Algonquin.

Director Appointment Rights

The Shareholders Agreement provides that, if and to the extent provided in our articles, AAGES or Algonquin will have the right to appoint to our board the maximum number of directors that corresponds to AAGES' and Algonquin's holding of voting rights, as per articles of association but in any event no more than (i) such number of directors as corresponds to 41.5% of our voting securities; and (ii) 50% of our board less one, and if the resulting number is not a whole number, it shall be rounded up to the next whole number.

Furthermore, the Shareholders Agreement has been amended to allow Algonquin to increase its shareholding in Atlantica up to a 48.5% without any change in corporate governance. Algonquin's voting rights and rights to appoint directors are still limited to a 41.5% and the additional shares will vote replicating non-Algonquin's shareholders vote.

One of the directors appointed by AAGES and Algonquin holding in the aggregate at least 25.0% of our voting securities will have the right to be elected to any committee of our directors (except for the audit committee and related party transaction committee, and in those in which they are conflicted, or it is against the applicable law). In addition, so long as AAGES and Algonquin have the right to appoint a director and no such director is then serving on our board of directors, AAGES and Algonquin may appoint an observer to our board of directors and any committee thereof (except for the audit committee and related party transaction committee, and in those in which they are conflicted, or it is against the applicable law).

Dividends Distribution

We agreed that AAGES and Algonquin may terminate the Shareholders Agreement with respect to itself and its affiliates if, among others, our board of directors confirms a dividend payment objective that is lower than 80% of the cash available for distribution or our board of directors does not confirm any dividend payment objective at least once during any period of more than 14 consecutive months.
As of December 31, 2019, our dividend payout objective was 80%. This objective can be modified by our board of directors in the future.

Pre-emption rights

AAGES and Algonquin may subscribe in cash for (i) up to 100% of our ordinary shares if the purpose of the issuance is to fund our acquisition of assets under the AAGES ROFO Agreement and Algonquin ROFO Agreement; and (ii) up to 66% of our ordinary shares if the purpose of the issuance is to fund our acquisition of assets under the Abengoa ROFO Agreement. If we issue ordinary shares for any other purpose, AAGES and Algonquin may subscribe in cash for ordinary shares in the amount pro rata to such AAGES' and Algonquin's aggregate holding of voting rights.

In addition, if AAGES and Algonquin elect to subscribe for at least 50% of an offering of our ordinary shares that will be listed, the price per ordinary share for all persons that participate in such offering will be equal to 97% of the USD volume-weighted average closing price per ordinary share on NASDAQ (or other applicable stock exchange) over the 20 trading days immediately preceding the date of AAGES' and Algonquin's receipt of notice of such proposed offering from us.

Standstill

Algonquin will not acquire any of our voting securities which may result in AAGES and Algonquin holding in the aggregate more than 48.5% of the total voting rights. The exercise of subscription rights as part of the Shareholders Agreement (as amended by the Enhanced Cooperation Agreement) further provides that in any case AAGES and Algonquin cannot acquire 48.5% or more of our voting securities or otherwise acquire control over us.

Also, AAGES and Algonquin will not be in breach of the standstill restriction if the shareholding of AAGES and Algonquin has increased in connection with our action to reduce the number of our outstanding shares.

Termination

The Shareholders Agreement will terminate if, among others, AAGES and Algonquin and/or their affiliates cease to hold in the aggregate at least 10% of the total voting rights attached to our voting securities. In addition, Shareholders Agreement could terminate if, among others, the (i) our articles are amended in a manner that adversely affects the rights of AAGES and Algonquin to appoint directors, as such rights exist under our articles as of the date of the Shareholders Agreement; or (ii) we give notice to AAGES and Algonquin if: (a)(with respect to Algonquin and its affiliates only) a change of control over Algonquin occurs; or (b)(with certain exceptions) on three occasions AAGES and Algonquin have not subscribed for our ordinary shares in the amount of at least its pro rata share, or have not fully paid for subscribed ordinary shares; or (c)(with respect to Algonquin only) if the Algonquin ROFO Agreement terminates other than in connection with its breach by us.

AYES Shareholder Agreement

On May 24, 2019, Atlantica and Algonquin formed AYES Canada, a vehicle to channel co-investment opportunities in which Atlantica holds the majority of voting rights. AYES Canada’s first investment was in Amherst Island, a 75 MW wind plant in Canada owned by the project company Windlectric, Inc. (“Windlectric”). Atlantica invested $4.9 million and Algonquin invested $92.3 million, both through AYES Canada, which in turn invested those funds in Amherst Island Partnership , the holding company of Windlectric. Since Atlantica has control over AYES Canada under IFRS 10 “Consolidated Financial Statements”, its consolidated financial statements show a total investment in the Amherst Island project of $97.2 million, accounted for as “Investments carried under the equity method” (Note 7) and Algonquin’s portion of that investment of $92.3 million as “Non-controlling interest”. In addition, and under certain circumstances considered remote by both companies, Atlantica and Algonquin have options to convert shares of AYES Canada currently owned by Algonquin into Atlantica ordinary shares in exchange for a higher stake in the plant, subject to the provisions of the standstill and enhanced collaboration agreements with Algonquin.

Algonquin drop down agreement and Right of First Offer on assets outside the United States or Canada

Under the Algonquin ROFO Agreement, Algonquin agreed to periodically discuss with us the possibility of offering for sale interests in certain assets owned by Algonquin companies in Canada or the United States.

Pursuant to the Algonquin ROFO Agreement, which we and Algonquin entered into on March 5, 2018 and that became effective upon completion of the Share Sale, Algonquin granted us a right of first offer on any proposed sale, transfer or other disposition of any of their contracted facilities or infrastructure facilities located outside of the United States or Canada which are developed under expected long-term revenue agreements or concession agreements.

If Algonquin transfers interests in any asset under the Algonquin ROFO Agreement, then Algonquin must require such transferee to acquire any asset under the Algonquin ROFO Agreement subject to our right of first offer except under certain circumstances summarized below. The Algonquin ROFO Agreement has an initial term of ten years.

Prior to engaging in any negotiation regarding any disposition, sale or other transfer of any asset under the Algonquin ROFO Agreement, Algonquin will deliver a written notice to us thereof, including a set of predefined information that is relevant for us to make a determination regarding any asset under the Algonquin ROFO Agreement, including the indicative price at which Algonquin proposes to sell it to us. Once that information is received, a 60-day negotiation period will start. If an agreement is not reached, Algonquin, during the following 30 months, may only sell, transfer, dispose or recontract such asset under the Algonquin ROFO Agreement to a third party for an aggregate purchase price that is not less than 105% of the last purchaser price we offered during the negotiation period.

Under the Algonquin ROFO Agreement, Algonquin is not obligated to sell any assets under the Algonquin ROFO Agreement and, therefore, we do not know when, if ever, these assets will be offered to us. In addition, in some of the assets under the Algonquin ROFO Agreement, Algonquin may have equity partners with rights regulating divestitures by Algonquin of its stake such as drag-along and tag-along clauses, and rights of first refusal, among others. We will consider and take into account all these clauses when deciding whether to present an offer.

Any material transaction between Algonquin and us (including the proposed acquisition of any asset under the Algonquin ROFO Agreement) will be subject to our related party transaction policy, which will require prior approval of such transaction by a majority non-conflicted directors of our board of directors. See "—Procedures for Review, Approval and Ratification of Related Party Transactions Policy; Conflicts of Interest," "Item 3.D—Risk Factors—Risks Related to Our Relationship with Abengoa—We may not be able to consummate future acquisitions from AAGES, Algonquin or Abengoa" and "Item 3.D—Risk Factors." In addition, Algonquin may terminate the Algonquin ROFO Agreement with us with a 180-day notice.

Procedures for Review, Approval and Ratification of Related Party Transactions; Conflicts of Interest

Our policy for the review, approval and ratification of related party transactions was updated and approved by the board of directors on February 28, 2018. Our policy requires that all transactions with related parties are subject to approval or ratification in accordance with the procedures set forth in the policy by the non-conflicted directors at the board of directors. With respect of any transaction with AAGES and Algonquin or its affiliates (other than our subsidiaries), including transactions pursuant to the ROFO agreements, the Related Party Transaction Committee is required to review all of the relevant facts and circumstances and report its conclusions to the board. A majority of non-conflicted directors are required to either approve or disapprove of the entry into the transaction. In determining whether to approve or ratify a transaction with AAGES, Algonquin or Abengoa, the directors unaffiliated with such entity are to consider, among other factors they may deem appropriate, whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and the extent of AAGES', Algonquin's or Abengoa's interest in the transaction. Our Related Party Transaction Policy is available on our website at www.atlanticayield.com.

Code of Conduct

We have adopted a code of conduct applicable all directors, officers and employees of Atlantica Yield and our subsidiaries. The Code of Conduct is available on our website at www.atlanticayield.com, is communicated to all employees and is reviewed at least annually.

C Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A Consolidated Statements and Other Financial Information.

We have included the Annual Consolidated Financial Statements as part of this annual report. See "Item 18—Financial Statements."

Dividend Policy

Our Cash Dividend Policy

We expect to pay a quarterly dividend on or about the 75th day following the expiration of the first, second and third fiscal quarters to our shareholders of record on or about the 60th day following the last day of such fiscal quarters. A quarterly dividend corresponding to the fourth quarter is usually declared in the first quarter of the following year. We expect to pay this dividend on or about the 82nd day following the expiration of the corresponding fourth fiscal quarter to our shareholders of record in general on or about the 72nd day following the last day of such fiscal quarter. However, there might be exceptions to these dates. Additionally, our board of directors may change our dividend policy at any point in time or modify the dividend for specific quarters following prevailing conditions.

The table below included our historical quarterly dividends since the beginning of 2017:

Declared	Record	Payable	Amount (USD) per share
February 26, 2020	March 12, 2020	March 23, 2020	0.41
November 5, 2019	November 29, 2019	December 13, 2019	0.41
August 2, 2019	August 30, 2019	September 13, 2019	0.40
May 7, 2019	June 3, 2019	June 14, 2019	0.39
February 26, 2019	March 12, 2019	March 22, 2019	0.37
October 31, 2018	November 30, 2018	December 14, 2018	0.36
August 6, 2018	August 31, 2018	September 15, 2018	0.34
May 14, 2018	May 31, 2018	June 15, 2018	0.32
March 7, 2018	March 19, 2018	March 27, 2018	0.31
November 13, 2017	November 30, 2017	December 15, 2017	0.29
August 03, 2017	August 31, 2017	September 15, 2017	0.26
May 15, 2017	May 31, 2017	June 15, 2017	0.25
February 27, 2017	March 6, 2017	March 15, 2017	0.25

We declared our first quarterly dividend in November 2014 and paid it on December 15, 2014. In February 2016, taking into consideration the uncertainties resulting from the situation of Abengoa, the board of directors decided to postpone the decision whether to declare a dividend in respect of the fourth quarter of 2015 and in May 2016, our board of directors finally decided not to declare a dividend in respect of the fourth quarter of 2015. Recently, on February 26, 2020, our board of directors approved a dividend of $0.41 per share corresponding to the fourth quarter of 2019, which is expected to be paid on March 23, 2020.

We intend to distribute a significant portion of our cash available for distribution as dividend, after considering the cash available for distribution that we expect our projects will be able to generate, less reserves for the prudent conduct of our business (including for, among other things, dividend shortfalls as a result of fluctuations in our cash flows), on an annual basis. We intend to distribute a quarterly dividend to shareholders. Our board of directors may, by resolution, amend the cash dividend policy at any time. We intend to grow our business via improvements in our existing projects and through the acquisition of operational projects when market conditions are favorable, which, we believe, will facilitate the growth of our cash available for distribution and enable us to increase our dividend per share over time. However, the determination of the amount of cash dividends to be paid to holders of our shares will be made by our board of directors and will depend upon our financial condition, results of operations, cash flow, long-term prospects and any other matters that our board of directors deem relevant.

Our cash available for distribution is likely to fluctuate from quarter to quarter, in some cases significantly, as a result of the seasonality of our assets, the terms of our financing arrangements, maintenance and outage schedules, among other factors. Accordingly, during quarters in which our projects generate cash available for distribution in excess of the amount necessary for us to pay our stated quarterly dividend, we may reserve a portion of the excess to fund cash distributions in future quarters. In quarters in which we do not generate sufficient cash available for distribution to fund our stated quarterly cash dividend, if our board of directors so determines, we may use retained cash flow from other quarters, as well as other sources of cash, to pay dividends to our shareholders.

Risks Regarding Our Cash Dividend Policy

We do not have a significant operating history as an independent company upon which to rely in evaluating whether we will have sufficient cash available for distribution and other sources of liquidity to allow us to pay dividends on our shares quarterly, annually or at all. There is no guarantee that we will pay quarterly cash dividends to our shareholders. We do not have a legal obligation to pay any dividend. While we currently intend to grow our business and increase our dividend per share over time, our cash dividend policy is subject to all the risks inherent in our business and may be changed at any time as a result of certain restrictions and uncertainties, including the following:

- The amount of our quarterly cash available for distribution could be impacted by restrictions on cash distributions contained in our project-level financing arrangements, which require that our project-level subsidiaries comply with certain financial tests and covenants in order to make such cash distributions. Generally, these restrictions limit the frequency of permitted cash distributions to semi-annual or annual payments, and prohibit distributions unless specified debt service coverage ratios, historical and/or projected, are met. See the sub-sections entitled "—Project Level Financing" under the individual project descriptions in "Item 4.B—Business Overview—Our Operations." When forecasting cash available for distribution and dividend payments we have aimed to take these restrictions into consideration, but we cannot guarantee future dividends. In addition, restrictions or delays on cash distributions could also happen if our project finance arrangements are under an event of default. On January 29, 2019, PG&E, the off-taker for Atlantica Yield with respect to the Mojave plant, filed for reorganization under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of California. This situation is causing and could continue to cause, among other consequences, restrictions to make cash distributions to the holding company. See "Item 3.D— Risk Factors. —Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate".

- Additionally, indebtedness we have incurred under the Revolving Credit Facility, the Note Issuance Facility 2017, the Note Issuance Facility 2019 and, if closed, the 2020 Green Private Placement contain, among other covenants, certain financial incurrence and maintenance covenants, as applicable. See “Item 5.B—Liquidity and Capital Resources—Financing Arrangements.” In addition, we may incur debt in the future to acquire new projects, the terms of which will likely require commencement of commercial operations prior to our ability to receive cash distributions from such acquired projects. These agreements likely will contain financial tests and covenants that our subsidiaries must satisfy prior to making distributions. Should we or any of our project-level subsidiaries be unable to satisfy these covenants or if any of us are otherwise in default under such facilities, we may be unable to receive sufficient cash distributions to pay our stated quarterly cash dividends notwithstanding our stated cash dividend policy. See the “Project Level Financing” descriptions contained in “Item 4.B—Business Overview—Our Operations” for a description of such restrictions.

- We and our board of directors have the authority to establish cash reserves for the prudent conduct of our business and for future cash dividends to our shareholders, and the establishment of or increase in those reserves could result in a reduction in cash dividends from levels we currently anticipate pursuant to our stated cash dividend policy. These reserves may account for the fact that our project-level cash flows may vary from year to year based on, among other things, changes in prices under off-take agreements, operational costs and other project contracts, compliance with the terms of project debt including debt repayment schedules, the transition to market or recontracted pricing following the expiration of off-take agreements, working capital requirements and the operating performance of the assets. Our board of directors may increase reserves to account for the seasonality that has historically existed in our assets’ cash flows and the variances in the pattern and frequency of distributions to us from our assets during the year. Furthermore, our board of directors may in the future increase reserves in light of the uncertainty associated with potential negative outcomes resulting from PG&E bankruptcy filing on January 29, 2019, which triggered a technical event of default under our Mojave project finance agreement in July 2019. If not cured or waived, an event of default in the project finance could result in debt acceleration and, if such amounts were not timely paid, the DOE could decide to foreclose on the asset. If not cured or waived, an event of default could also result in restrictions to make cash distributions from Mojave to the holding level. See “Item 3.D— Risk Factors—Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate”. Our board of directors may increase reserves in light of the uncertainty associated with Abengoa’s financial condition to account for potential costs that we may incur or limitations that may be imposed upon us as a result of cross-defaults under our Kaxu project financing arrangements.

- We may lack sufficient cash to pay dividends to our shareholders due to cash flow shortfalls attributable to a number of operational, commercial or other factors, including low availability, unexpected operating interruptions, legal liabilities, costs associated with governmental regulation, changes in governmental subsidies, delays in collections from our off-takers, changes in regulation, as well as increases in our operating and/or general and administrative expenses, principal and interest payments on our and our subsidiaries’ outstanding debt, income tax expenses, failure of Abengoa to comply with its obligations under the agreements in place, working capital requirements or anticipated cash needs at our project-level subsidiaries. See “Item 3.D—Risk Factors” for more information on the risks to which our business is subject.

- We may pay cash to our shareholders via capital reduction in lieu of dividends in some years.

- Our project companies’ cash distributions to us (in the form of dividends or other forms of cash distributions such as shareholder loan repayments) and, as a result, our ability to pay or grow our dividends, are dependent upon the performance of our subsidiaries and their ability to distribute cash to us. The ability of our project-level subsidiaries to make cash distributions to us may be restricted by, among other things, the provisions of existing and future indebtedness, applicable corporation laws and other laws and regulations.

- Our board of directors may, by resolution, amend the cash dividend policy at any time. Our board of directors may elect to change the amount of dividends, suspend any dividend or decide to pay no dividends even if there is ample cash available for distribution.

Our Ability to Grow our Business and Dividend

We intend to grow our business primarily through the improvement of existing assets and the acquisition of mainly contracted power generation assets, electric transmission lines and other infrastructure assets, which, we believe will facilitate the growth of our cash available for distribution and enable us to increase our dividend per share over time. Our policy is to distribute a significant portion of our cash available for distribution as a dividend. However, the final determination of the amount of cash dividends to be paid to our shareholders will be made by our board of directors and will depend upon our financial condition, results of operations, cash flow, long-term prospects and any other matters that our board of directors deems relevant.

We expect that we will rely primarily upon external financing sources, including commercial bank borrowings and issuances of debt and equity securities, to fund any future growth capital expenditures. To the extent we are unable to finance growth externally, our cash dividend policy could significantly impair our ability to grow because we do not currently intend to reserve a substantial amount of cash generated from operations to fund growth opportunities. If external financing is not available to us on acceptable terms, our board of directors may decide to finance acquisitions with cash from operations, which would reduce or even eliminate our cash available for distribution and, in turn, impair our ability to pay dividends to our shareholders. To the extent we issue additional shares to fund our business, our growth or for any other reason, the payment of dividends on those additional shares may increase the risk that we will be unable to maintain or increase our per share dividend level. Additionally, the incurrence of additional commercial bank borrowings or other debt to finance our growth would result in increased interest expense, which in turn may impact our cash available for distribution and, in turn, our ability to pay dividends to our shareholders.

B. Significant Changes

There have been no significant changes since the date of the Annual Consolidated Financial Statements included in this annual report.

ITEM 9 THE OFFER AND LISTING

A Offering and Listing Details.

Our ordinary shares trade on the NASDAQ Global Select Market under the symbol “AY.”

B Plan of Distribution

Not applicable.

C. Markets

Our ordinary shares are traded on the NASDAQ Global Select Market under the symbol “AY.”

D. Selling Shareholders

Not applicable.

E Dilution

Not applicable.

F Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A Share Capital

Not applicable.

B Memorandum and Articles of Association

The information called for by this item has been reported previously in our Articles of Association on Form 6-K (File No. 001-36487), filed with the SEC on May 21, 2018 as exhibit 3.1 and is incorporated by reference into this annual report.

C Material Contracts

See “Item 4.B—Business Overview,” “Item 5.B—Liquidity and Capital Resources—Financing Arrangements” and “Item 7.B—Related Party Transactions.”

D Exchange Controls

See “Item 5.A—Operating Results—Factors Affecting Our Results of Operations—Regulation.”

E. Taxation

Material UK Tax Considerations

The following is a general summary of material UK tax considerations relating to the ownership and disposal of our shares. The comments set out below are based on current UK tax law as applied in England and Wales and HM Revenue & Customs, or HMRC, practice (which may not be binding on HMRC) as at the date of this summary, both of which are subject to change, possibly with retrospective effect. They are intended as a general guide and apply to you only if you are a “U.S. Holder” (as defined in the section below entitled “Material U.S. Federal Income Tax Considerations”) and if:

- you hold Atlantica Yield shares as an investment for tax purposes, as capital assets and you are the absolute beneficial owner thereof for UK tax purposes; and

- you are an individual, you are not resident in the United Kingdom for UK tax purposes and do not hold Atlantica Yield shares for the purposes of a trade, profession, or vocation that you carry on in the United Kingdom through a branch or agency, or if you are a corporation, you are not resident in the UK for UK tax purposes and do not hold the securities for the purpose of a trade carried on in the United Kingdom through a permanent establishment in the United Kingdom.

This summary does not address all possible tax consequences relating to an investment in the shares. Certain categories of shareholders, including those falling outside the category described above, those carrying on certain financial activities, those subject to specific tax regimes or benefitting from certain reliefs or exemptions, those connected with us and those for whom the shares are employment-related securities may be subject to special rules and this summary does not apply to such shareholders and any general statements made in this disclosure do not take them into account.

This summary is for general information only and is not intended to be, nor should it be considered to be, legal or tax advice to any particular investor. It does not address all of the tax considerations that may be relevant to specific investors in light of their particular circumstances or to investors subject to special treatment under UK tax law.

Potential investors should satisfy themselves prior to investing as to the overall tax consequences, including, specifically, the consequences under UK tax law and HMRC practice of the acquisition, ownership and disposal of the shares in their own particular circumstances by consulting their own tax advisors.

UK Taxation of Dividends

We will not be required to withhold amounts on account of UK tax at source when paying a dividend in respect of our shares to a U.S. Holder.

U.S. Holders who hold their shares as an investment and not in connection with any trade carried on by them will not be subject to United Kingdom tax in respect of any dividends.

UK Taxation of Capital Gains

An individual holder who is a U.S. Holder will generally not be liable to UK capital gains tax on capital gains realized on the disposal of his or her Atlantica Yield shares unless such holder carries on (whether solely or in partnership) a trade, profession or vocation in the United Kingdom through a branch or agency in the United Kingdom to which the shares are attributable.

A corporate holder of shares that is a U.S. Holder will generally not be liable for UK corporation tax on chargeable gains realized on the disposal of its Atlantica Yield shares unless it carries on a trade in the United Kingdom through a permanent establishment to which the shares are attributable.

An individual holder of shares who is temporarily a non-UK resident for UK tax purposes will, in certain circumstances, become liable to UK tax on capital gains in respect of gains realized while he or she was not resident in the United Kingdom.

Stamp Duty and Stamp Duty Reserve Tax

The stamp duty and stamp duty reserve tax, or SDRT, treatment of the issue and transfer of, and the agreement to transfer, Atlantica Yield shares outside a depositary receipt system or a clearance service are discussed in the paragraphs under ‘General’ below. The stamp duty and SDRT treatment of such transactions in relation to such systems are discussed in the paragraphs under “Depositary Receipt Systems and Clearance Services” below.

General

No stamp duty, or SDRT, will arise on the issue of shares in registered form by Atlantica Yield.

An agreement to transfer our shares will normally give rise to a charge to SDRT at the rate of 0.5% of the amount or value of the consideration payable for the transfer. SDRT is, in general, payable by the purchaser.

Transfers of our shares will generally be subject to stamp duty at the rate of 0.5% of the consideration given for the transfer (rounded up to the next £5). The purchaser normally pays the stamp duty.

If a duly stamped transfer completing an agreement to transfer is produced within six years of the date on which the agreement is made (or, if the agreement is conditional, the date on which the agreement becomes unconditional) any SDRT already paid is generally repayable, normally with interest, and any SDRT charge yet to be paid is cancelled.

Depositary Receipt Systems and Clearance Services

Following the Court of Justice of the European Union’s decision in C-569/07 HSBC Holdings Plc, Vidacos Nominees Limited v The Commissioners of Her Majesty’s Revenue & Customs and the First-tier Tax Tribunal decision in HSBC Holdings Plc and The Bank of New York Mellon Corporation v. The Commissioners of Her Majesty’s Revenue & Customs, HMRC has confirmed that 1.5% SDRT is no longer payable when new shares are issued to a clearance service or depositary receipt system.

Where our shares are transferred (i) to, or to a nominee or an agent for, a person whose business is or includes the provision of clearance services or (ii) to, or to a nominee or an agent for, a person whose business is or includes issuing depositary receipts, stamp duty or SDRT will generally be payable at the higher rate of 1.5% of the amount or value of the consideration given or, in certain circumstances, the value of the shares.

Except in relation to clearance services that have made an election under Section 97A(1) of the Finance Act of 1986 (to which the special rules outlined below apply), no stamp duty or SDRT is payable in respect of transfers or agreements to transfer within clearance services or depositary receipt systems. Accordingly, no stamp duty or SDRT should, in practice, be required to be paid in respect of transfers or agreements to transfer our shares within the facilities of The Depository Trust Company, or DTC.

There is an exception from the 1.5% charge on the transfer to, or to a nominee or agent for, a clearance service where the clearance service has made and maintained an election under section 97A(1) of the Finance Act 1986, which has been approved by HMRC. In these circumstances, SDRT at the rate of 0.5% of the amount or value of the consideration payable for the transfer will arise on any transfer of our shares into such an account and on subsequent agreements to transfer such shares within such account. It is our understanding that DTC has not made an election under section 97A(1) of the Finance Act of 1986.

Any liability for stamp duty or SDRT in respect of any other transfer into a clearance service or depositary receipt system, or in respect of a transfer within any clearance service or depositary receipt system, which does arise will strictly be accountable by the clearance service or depositary receipt system operator or their nominee, as the case may be, but will, in practice, be payable by the participants in the clearance service or depositary receipt system.

Material U.S. Federal Income Tax Considerations

The following is a summary of material U.S. federal income tax consequences of the acquisition, ownership and disposition of shares by U.S. Holders (as defined below). This summary is based upon U.S. federal income tax laws (including the IRC, final, temporary and proposed Treasury regulations, rulings, judicial decisions and administrative pronouncements) all as of the date hereof and all of which are subject to changes in wording or administrative or judicial interpretation occurring after the date hereof, possibly with retroactive effect.

As used herein, the term "U.S. Holder" means a beneficial owner of shares:

(a) that is, for U.S. federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation (or other entity taxable as a corporation) created or organized in or under the laws of the United States or any political subdivision thereof, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes;

(b) that holds the shares as capital assets for U.S. federal income tax purposes; and

(c) that owns, directly, indirectly or by attribution, less than 5% both of the vote and value of the interest in Atlantica Yield.

This summary does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of shares by particular investors, and does not address state, local, foreign or other tax laws. This summary does not address all of the U.S. federal income tax considerations that may apply to U.S. Holders that are subject to special tax rules, such as U.S. citizens or lawful permanent residents of the United States living abroad, insurance companies, tax-exempt organizations, certain financial institutions, persons subject to the alternative minimum tax or the net investment income tax, dealers and certain traders in securities or currencies, persons holding shares as part of a straddle, hedging, conversion or other integrated transaction, partners in entities classified as partnerships for U.S. federal income tax purposes, persons holding shares through an individual retirement account or other tax-deferred account, persons whose functional currency is not the U.S. dollar or persons that carry on a trade, business or vocation in the United Kingdom through a branch, agency or permanent establishment to which the shares are attributable. Such U.S. holders may be subject to U.S. federal income tax consequences different from those set forth below.

If an entity classified as a partnership for U.S. federal income tax purposes holds shares, the U.S. federal income tax treatment of a partner in such an entity generally will depend upon the status of the partner and the activities of the partnership. An entity treated as a partnership for U.S. federal income tax purposes that holds shares and its partners are urged to consult their own tax advisors regarding the specific U.S. federal income tax consequences to the partnership and its partners of acquiring, owning and disposing of the shares.

This discussion assumes that Atlantica Yield is not, was not for its 2019 taxable year, and will not become a PFIC for U.S. federal income tax purposes, as discussed below under "—Passive foreign investment company rules."

Potential investors in shares should consult their own tax advisors concerning the specific U.S. federal, state and local tax consequences of the ownership and disposition of shares in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

Taxation of distributions on the shares

Distributions received by a U.S. Holder on shares generally will constitute dividends to the extent paid out of Atlantica Yield current or accumulated earnings and profits (as determined for U.S. federal income tax purposes). Atlantica Yield intends to annually calculate its earnings and profits in accordance with U.S. federal income tax principles. If distributions exceed Atlantica Yield's current and accumulated earnings and profits, such excess distributions will constitute a non-taxable return of capital to the extent of the U.S. Holder's tax basis in its shares and will result in a reduction of such tax basis. To the extent such excess exceeds a U.S. Holder's tax basis in the shares, such excess will generally be taxed as capital gain.

Subject to certain exceptions for short-term and hedged positions, dividends received by certain non-corporate U.S. Holders of shares generally will be subject to U.S. federal income taxation at rates lower than those applicable to other ordinary income if the dividends are “qualified dividend income.” Distributions received by a U.S. Holder on shares will be qualified dividend income if: (i) shares are readily tradable on an established securities market in the United States (such as NASDAQ Global Select Market, where our shares are listed) and (ii) Atlantica Yield was not, for the year prior to the year in which the dividends are paid, and is not, for the year in which the dividends are paid, a PFIC. As discussed below under “—Passive foreign investment company rules,” although there can be no assurance that Atlantica Yield will not be considered a PFIC for any taxable year, Atlantica Yield does not believe that it was a PFIC for its 2019 taxable year and does not expect to be a PFIC for its current taxable year or in the foreseeable future. Non-corporate U.S. Holders should consult their own tax advisors to determine whether they are subject to any special rules that limit their ability to be taxed at these favorable rates. Corporate U.S. Holders will not be entitled to claim the dividends-received deduction with respect to dividends paid by Atlantica Yield. Dividends will be included in a U.S. Holder’s income on the date of the U.S. Holder’s receipt of the dividend.

Taxation upon sale or other disposition of shares

A U.S. Holder generally will recognize U.S. source capital gain or loss on the sale or other disposition of shares, which will generally be long-term capital gain or loss if the U.S. Holder has owned shares for more than one year. The amount of the U.S. Holder’s gain or loss will be equal to the difference between such U.S. Holder’s adjusted tax basis in the shares sold or otherwise disposed of and the amount realized on the sale or other disposition. Net long-term capital gain recognized by certain non-corporate U.S. Holders will be taxed at a lower rate than the rate applicable to ordinary income. The deductibility of capital losses is subject to limitations.

Passive foreign investment company rules

If Atlantica Yield were a PFIC for any taxable year during which a U.S. Holder held shares, certain adverse U.S. federal income tax consequences may apply to the U.S. Holder. Atlantica Yield does not believe that it was a PFIC for its 2019 taxable year and does not expect to be a PFIC for its current taxable year or in the foreseeable future. However, PFIC status depends on the composition of a company’s income and assets and the fair market value of its assets (including, among others, less than 25% owned equity investments) from time to time, as well as on the application of complex statutory and regulatory rules that are subject to potentially varying or changing interpretations. Accordingly, there can be no assurance that Atlantica Yield will not be considered a PFIC for any taxable year.

A non-U.S. corporation will be a PFIC in any taxable year in which, after taking into account the income and assets of the corporation and certain subsidiaries pursuant to applicable “look-through rules,” either: (i) at least 75% of its gross income is “passive income” or (ii) at least 50% of the average value of its assets is attributable to assets which produce passive income or are held for the production of passive income. For purposes of the PFIC rules, “passive income” includes, among other things, certain foreign currency gains, certain rents and the excess of gains over losses from certain commodities transactions. Gains from commodities transactions, however, are generally excluded from the definition of passive income if such gains are active business gains from the sale of commodities and the foreign corporation’s commodities meet specified criteria. The law is unclear as to what constitutes “active business gains” and there are also other uncertainties regarding the criteria that commodities must meet. Accordingly, there can be no assurance that Atlantica Yield is not, was not for its 2019 taxable year, or will not become a PFIC or that changes in the management or ownership structure of Atlantica Yield or its assets, including as a result of any acquisitions pursuant to the ROFO agreements, will not impact the determination of Atlantica Yield’s PFIC status.

If Atlantica Yield were a PFIC for any taxable year during which a U.S. Holder held shares, gain recognized by a U.S. Holder on a sale or other disposition of the shares would generally be allocated ratably over the U.S. Holder’s holding period for the shares. The amounts allocated to the taxable year of the sale or other disposition and to any year before Atlantica Yield became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to U.S. federal income tax at the highest rate in effect in that year for individuals or corporations, as appropriate, and an interest charge would be imposed on the resulting U.S. federal income tax liability. The same treatment would generally apply to any distribution in respect of shares to the extent the distribution exceeds 125% of the average of the annual distributions on shares received by the U.S. Holder during the preceding three years or the U.S. Holder’s holding period, whichever is shorter. Certain elections may be available that would result in alternative treatments (such as mark-to-market treatment) of the shares.

In addition, if Atlantica Yield were a PFIC for a taxable year in which it pays a dividend or in the prior taxable year, the favorable dividend rate discussed above with respect to dividends paid to certain non-corporate U.S. Holders would not apply.

U.S. Holders should consult their own tax advisors regarding the PFIC rules.

Information reporting and backup withholding

Payments of dividends and sales proceeds that are made within the United States or through certain U.S. financial intermediaries generally are subject to information reporting and to backup withholding unless the U.S. Holder is a corporation or other exempt recipient, or, in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle such U.S. Holder to a refund, provided that the required information is timely furnished to the Internal Revenue Service. U.S. Holders should consult their own tax advisors about these rules and any other reporting obligations that may apply to the ownership or disposal of shares, including requirements related to the holding of certain "specified foreign financial assets."

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

Our SEC filings are available to you on the SEC's website at http://www.sec.gov. This site contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. The information on that website is not part of this report. We also make available on our website free of charge, our annual reports on Form 20-F and the text of our reports on Form 6-K, including any amendments to these reports , as well as certain other SEC filings, as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Our website address is www.atlanticayield.com . The information on that website is not part of this report.

As a foreign private issuer, we will be exempt from the rules under the Exchange Act related to the furnishing and content of proxy statements, and our officers, directors and principal shareholders will be exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file annual, quarterly and current reports and financial statements with the SEC as frequently or as promptly as United States companies whose securities are registered under the Exchange Act. However, for so long as we are listed on the NASDAQ, or any other U.S. exchange, and are registered with the SEC, we will file with the SEC, within 120 days after the end of each fiscal year, or such applicable time as required by the SEC, an annual report on Form 20-F containing financial statements audited by an independent registered public accounting firm. We also submit to the SEC on Form 6-K the interim financial information that we publish.

I. Subsidiaries Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Quantitative and Qualitative Disclosure about Market Risk

Our activities are undertaken through our segments and are exposed to market risk, credit risk and liquidity risk. Risk is managed by our Risk Management and Finance Department in accordance with mandatory internal management rules. The internal management rules provide written policies for the management of overall risk, as well as for specific areas, such as exchange rate risk, interest rate risk, credit risk, liquidity risk, use of hedging instruments and derivatives and the investment of excess cash.

Market risk

We are exposed to market risk, such as movement in foreign exchange rates and interest rates. All of these market risks arise in the normal course of business and we do not carry out speculative operations. For the purpose of managing these risks, we use a series of swaps and options on interest rates and foreign exchange rates. None of the derivative contracts signed has an unlimited loss exposure.

Foreign exchange risk

The main cash flows from our subsidiaries are cash collections arising from long-term contracts with clients and debt payments arising from project finance repayment. Given that financing of the projects is always denominated in the same currency in which the contract with the client is signed, a natural hedge exists for our main operations.

Our functional currency is the U.S. dollar, as most of our revenues and expenses are denominated or linked to U.S. dollars. All our companies located in North America, South America and Algeria have their PPAs, or concessional agreements, and financing contracts signed in, or indexed totally or partially to, U.S. dollars. Our solar power plants in Spain have their revenues and expenses denominated in euros, and Kaxu, our solar plant in South Africa, has its revenues and expenses denominated in South African rand.

Our strategy is to hedge cash distributions from our Spanish assets. We hedge the exchange rate for the distributions from our Spanish assets after deducting euro-denominated interest payments and euro-denominated general and administrative expenses. Through currency options, we have hedged 100% of our euro-denominated net exposure for the next 12 months and 75% of our euro-denominated net exposure for the following 12 months. We expect to continue with this hedging strategy on a rolling basis.

Although we hedge cash-flows in euros, fluctuations in the value of the euro in relation to the U.S. dollar may affect our operating results. In subsidiaries with functional currency other than the U.S. dollar, assets and liabilities are translated into U.S. dollars using end-of-period exchange rates. Revenue, expenses and cash flows are translated using average rates of exchange. Fluctuations in the value of the South African rand in relation to the U.S. dollar may also affect our operating results.

Apart from the impact of translation differences described above, the exposure of our income statement to fluctuations of foreign currencies is limited, as the financing of projects is typically denominated in the same currency as that of the contracted revenue agreement. This policy seeks to ensure that the main revenue and expenses in foreign companies are denominated in the same currency, limiting our risk of foreign exchange differences in our financial results.

Interest rate risk

Interest rate risks arise mainly from our financial liabilities at variable interest rate (less than 10% of our total project debt financing). We use interest rate swaps and interest rate options (caps) to mitigate interest rate risk.

As a result, the notional amounts hedged as of December 31, 2019, contracted strikes and maturities, depending on the characteristics of the debt on which the interest rate risk is being hedged, are very diverse, including the following:

- Project debt in euro: between 81% and 100% of the notional amount, maturities until 2030 and average guaranteed strike interest rates of between 0.89% and 4.87%

- Project debt in U.S. dollars: between 70% and 100% of the notional amount, maturities until 2034 and average guaranteed strike interest rates of between 1.98% and 5.27%

In connection with our interest rate derivative positions, the most significant impact on our Annual Consolidated Financial Statements are derived from the changes in EURIBOR or LIBOR, which represents the reference interest rate for the majority of our debt.

In relation to our interest rate swaps positions, an increase in EURIBOR or LIBOR above the contracted fixed interest rate would create an increase in our financial expense which would be positively mitigated by our hedges, reducing our financial expense to our contracted fixed interest rate. However, an increase in EURIBOR or LIBOR that does not exceed the contracted fixed interest rate would not be offset by our derivative position and would result in a net financial loss recognized in our consolidated income statement. Conversely, a decrease in EURIBOR or LIBOR below the contracted fixed interest rate would result in lower interest expense on our variable rate debt, which would be offset by a negative impact from the mark-to-market of our hedges, increasing our financial expense up to our contracted fixed interest rate, thus likely resulting in a neutral effect.

In relation to our interest rate options positions, an increase in EURIBOR or LIBOR above the strike price would result in higher interest expenses, which would be positively mitigated by our hedges, reducing our financial expense to our capped interest rate, whereas a decrease of EURIBOR or LIBOR below the strike price would result in lower interest expenses.

In addition to the above, our results of operations can be affected by changes in interest rates with respect to the unhedged portion of our indebtedness that bears interest at floating rates.

In the event that EURIBOR and LIBOR had risen by 25 basis points as of December 31, 2019, with the rest of the variables remaining constant, the effect in the consolidated income statement would have been a loss of $2.7 million (a loss of $2.7 million in 2018 and a loss of $1.1 million in 2017) and an increase in hedging reserves of $27.6 million ($32.9 million in 2018 and $39.1 million in 2017). The increase in hedging reserves would be mainly due to an increase in the fair value of interest rate swaps designated as hedges.

Credit risk

On January 29, 2019, PG&E, the off-taker for Atlantica with respect to the Mojave plant, filed for reorganization under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of California. See “Item 3.D— Risk Factor— Counterparties to our off-take agreements may not fulfill their obligations and, as our contracts expire, we may not be able to replace them with agreements on similar terms in light of increasing competition in the markets in which we operate.”

Eskom’s credit rating has also weakened and is currently CCC+ from S&P, B3 from Moody’s and BB- from Fitch. Eskom is the off-taker of our Kaxu solar plant, a state-owned, limited liability company, wholly owned by the government of the Republic of South Africa. Eskom’s payment guarantees to our solar plant Kaxu are underwritten by the South African Department of Energy, under the terms of an implementation agreement. The credit ratings of the Republic of South Africa as of the date of this report are BB/Baa3/BB+ by S&P, Moody’s and Fitch, respectively.

In addition, the credit rating of Pemex has also weakened and is currenty BBB+ from S&P, Baa3 from Moody’s and BB+ from Fitch. We have been experiencing delays in collections in the last few months. Although we believe they are partially due to changes in personnel following the elections last year, we continue to monitor the situation closely.

Apart from these situations, we consider that in general we have limited credit risk with clients as revenues are derived from PPAs and other revenue contracted agreements with electric utilities and state-owned entities.

In addition, in 2019 we entered into a political risk insurance agreement with the Multinational Investment Guarantee Agency for Kaxu. The insurance provides protection for breach of contract up to $98.6 million in the event the South African Department of Energy does not comply with its obligations as guarantor. We have also increased coverage in our political risk insurance for our assets in Algeria with CESCE up to $38.2 million, including 2 years dividend coverage. These insurance policies do not cover credit risk.

Liquidity risk

The objective of our financing and liquidity policy is to ensure that we maintain sufficient funds to meet our financial obligations as they fall due.

Project finance borrowing permits us to finance projects through project debt and thereby insulate the rest of our assets from such credit exposure. We incur project finance debt on a project-by-project basis.

The repayment profile of each project is established on the basis of the projected cash flow generation of the business. This ensures that sufficient financing is available to meet deadlines and maturities, which mitigates the liquidity risk

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None**.**

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not applicable.

ITEM 15. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the U.S. Exchange Act, that are designed to ensure that information required to be disclosed by the Company in reports that we file or submit under the U.S. Exchange Act is (i) recorded, processed, summarized and reported within the time period specified in the SEC's rules and forms; and (ii) accumulated and communicated to our management, including our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), as appropriate, to allow timely decisions regarding required disclosure. Disclosure controls and procedures, no matter how well designed, can provide only reasonable assurance of achieving the desired control objectives.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has performed an evaluation of the effectiveness of the design and operation of its disclosure controls and procedures (as defined in Rule 13a-15 (e) under the Exchange Act) as of December 31, 2019. There are inherent limitations to the effectiveness of any control system, including disclosure controls and procedures.

Based upon their evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective.

Management's Report on Internal Control over Financial Reporting

Pursuant to Section 404 of the United States Sarbanes-Oxley Act, management is responsible for establishing and maintaining effective internal control over financial reporting. This system is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect all misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2019, based on the framework set forth by the Committee of Sponsoring Organizations of the Treadway Commission, or COSO, in Internal Control—Integrated Framework (2013). Based on this assessment, management concluded that, as of December 31, 2019, its internal control over financial reporting was effective based on those criteria.

Our internal control over financial reporting as of December 31, 2019, has been audited by Ernst & Young S.L., an independent registered public accounting firm, as stated in their report which follows below.

Attestation Report of the Independent Registered Public Accounting Firm

The report of Ernst & Young , S.L., our Independent Registered Public Accounting Firm, on our internal control over financial reporting is included herein at page F-2 of our Annual Consolidated Financial Statements.

Changes in Internal Controls over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during 2019 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations of Disclosure Controls and Procedures in Internal Control over Financial Reporting

It should be noted that any system of controls, however well-designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system will be met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events. Projections regarding the effectiveness of a system of controls in future periods are subject to the risk that such controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with the policies or procedures.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

See "Item 6.C—Board Practices—Audit Committee." Our board of directors has determined that Mr. Francisco J. Martinez and Mr. Daniel Villalba qualify as "audit committee financial experts" under applicable SEC rules.

ITEM 16B. CODE OF ETHICS

Our board of directors has adopted a code of conduct for our employees, officers and directors to govern their relations with current and potential customers, fellow employees, competitors, government and self-regulatory agencies, the media, and anyone else with whom we have contact. Our code of conduct is publicly available on our website at www.atlanticayield.com and it is under review on yearly basis.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The following table provides information on the aggregate fees billed by our principal accountants, Ernst & Young , S.L. ("EY") classified by type of service rendered in 2019:

	EY	Other Auditors	Total
		($ in thousands)	
Audit Fees	1,293	61	1,354
Audit-Related Fees	481	-	481
Tax Fees	406	-	406
All Other Fees	271	-	271
Total	**2,451**	**61**	**2,512**

The following table provides information on the aggregate fees billed by our principal accountants, Deloitte, S.L., to Atlantica Yield, classified by type of service rendered in 2018:

	Deloitte	Other Auditors	Total
		($ in thousands)	
Audit Fees	1,722	74	1,796
Audit-Related Fees	705	-	705
Tax Fees	-	-	-
All Other Fees	46	-	46
Total	**2,473**	**74**	**2,547**

"Audit Fees" are the aggregate fees billed for professional services in connection with the audit of our Annual Consolidated Financial Statements, quarterly reviews of our interim financial statements and statutory audits of our subsidiaries' financial statements under the rules of England and Wales and the countries in which our subsidiaries are organized. The decrease in audit fees is mainly due to the change of external auditors in 2019.

"Audit-Related Fees" include fees charged for services that can only be provided by our auditor, such as consents and comfort letters of non-recurring transactions, assurance and related services that are reasonably related to the performance of the audit or review of our financial statements. Fees paid during 2019 related to comfort letters and consents required for capital market transactions of our major shareholder are also included in this category. The Audit Committee approved all of the services provided by Ernst & Young S.L and by other member firms of EY.

"Tax Fees" include mainly fees charged for transfer pricing services and tax compliance services in our US subsidiaries.

"All Other Fees" comprises fees billed in relation to financial advisory and due diligence services and other services which cannot be comprised under other categories.

Audit Committee's Policy on Pre-Approval of Audit and Permissible Non-Audit Services of the Independent Auditor

Subject to the approval of the independent auditor by our shareholders, the Audit Committee has the sole authority to appoint, retain or replace the independent auditor. The Audit Committee is also directly responsible for the compensation and oversight of the work of the independent auditor. These policies generally provide that we will not engage our independent auditors to render audit or non-audit services unless the service is specifically approved in advance by the Audit Committee. The Audit Committee's pre-approval policy, which covers audit and non-audit services provided to us or to any of our subsidiaries, is as follows:

- The Audit Committee shall review and approve in advance the annual plan and scope of work of the independent external auditor, including staffing of the audit, and shall (i) review with the independent external auditor any audit-related concerns and management's response and (ii) confirm that any examination is performed in accordance with the relevant accounting standards;

- The Audit Committee shall pre-approve all audit services, and all permitted non-audit services (including the fees and terms thereof) to be performed for us by the independent auditors, to the extent required by law. The Audit Committee may delegate to one or more Committee members the authority to grant pre-approvals for audit and permitted non-audit services to be performed for us by the independent auditor, provided that decisions of such members to grant pre-approvals shall be presented to the full Audit Committee at its next regularly scheduled meeting;

- The list of audit services and all permitted non-audit services (including the fees and terms thereof) to be performed for us by the independent auditors pre-approved by the Audit Committee, considering that these services clearly allowed from the point of independence is the following:

- Audit services, including audit of financial statements, limited reviews, comfort letters, other verification works requested by regulator or supervisors;

- Audit-related services, including due diligence services, verification of corporate social responsibility report, accounting or internal control advisory and preparation courses on these topics;

- Tax services;

- Other specific services, such as evaluation of the design, implementation and operation of a financial information system or control over financial reporting; and

- Courses or seminars.

Only for information purposes, all audit and non-audit services will be reported to the Audit Committee on a quarterly basis.

Any other service shall be pre-approved by the Audit Committee. However, when for reasons of urgency, it is necessary to start the provision of services prior to the next meeting of the Audit Committee, the Chairman of the Audit Committee is authorized to provide such approval, which shall be communicated to the Audit Committee subsequently.

In accordance with the above pre-approval policy, all audit and permitted non-audit services performed for us by our principal accountants, or any of its affiliates, were approved by the Audit Committee of our board of directors, who concluded that the provision of such services by the independent accountants was compatible with the maintenance of that firm's independence in the conduct of its auditing functions: an auditor may not function in the role of management; an auditor may not audit his or her own work; and an auditor may not serve in an advocacy role for his or her client.

The Audit Committee approved all the services provided by Ernst & Young S.L and by other member firms of EY.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

On May 9, 2019, Algonquin, AAGES and the Company entered into the Enhanced Cooperation Agreement, and Algonquin and the Company entered into a subscription agreement pursuant to which, among other things, the Company agreed to permit Algonquin to acquire, and Algonquin agreed to purchase, 1,384,402 ordinary shares, representing approximately 1.4% of the issued and outstanding Ordinary Shares. On May 22, 2019, Algonquin announced that they had completed the purchase of the 1.4% stake. After giving effect to such purchase, Algonquin was the beneficial owner of 42,942,065 Ordinary Shares, representing approximately 42.3% of the issued and outstanding Ordinary Shares. On May 31, 2019, AAGES (AY Holdings) B.V. entered into an accelerated share purchase transaction with Morgan Stanley & Co. LLC, pursuant to which on the same date AAGES acquired 2,000,000 Ordinary Shares for a total price of $53,750,000. After giving effect to such purchase, as of the date of this report, Algonquin is the beneficial owner of 44,942,065 Ordinary Shares, representing approximately 44.2% of the issued and outstanding Ordinary Shares.

ITEM 16F.   CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

On May 21, 2018, we announced that the Annual General Meeting of Shareholders of the Company, held on May 11, 2018, voted to appoint Ernst & Young LLP and Ernst & Young, S.L. (collectively, "EY") to be our independent registered public accounting firm for up to four years starting on January 1, 2019.

On February 27, 2018, the Board of Directors of Atlantica, resolved to propose to the Annual General Meeting of Shareholders of the Company, the appointment of EY as new auditor. Such selection was adopted at the proposal of the audit committee in accordance with the corporate governance guidelines recommending periodic rotation of the independent registered public accounting firm, following a transparent selection process. As a consequence, Deloitte, S.L. was released as the independent registered public accounting firm of the Company as of February 28, 2019.

ITEM 16G. CORPORATE GOVERNANCE

Under U.S. federal securities laws and NASDAQ rules we are a "foreign private issuer." Under NASDAQ Stock Market Rule 5615(a)(3), a foreign private issuer may follow home country corporate governance practices instead of certain of NASDAQ's requirements, provided that such foreign private issuer discloses in its annual report filed with the SEC each requirement of Rule 5600 that it does not follow and describes the home country practice followed in lieu of such requirement. In addition, a foreign private issuer that elects to follow a home country practice instead of NASDAQ's requirements must submit to NASDAQ a written statement from an independent counsel in such issuer's home country certifying that the issuer's practices are not prohibited by the home country's laws.

As a foreign private issuer and as a UK company, we are not required to and we do not have: (i) a nominating/corporate governance committee composed entirely of independent directors and (ii) a compensation committee composed entirely of independent directors or (iii) an annual performance evaluation of the nominating/corporate governance and compensation committees. These exemptions do not modify the independence requirements for the audit committee, and we currently comply with the requirements of the Sarbanes-Oxley Act and the NASDAQ rules with respect to the audit committee.

Other than the matters described above, there are no significant differences between our corporate governance practices and those followed by U.S. domestic companies under Nasdaq Stock Market Rules.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have elected to provide financial statements pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

Our Annual Consolidated Financial Statements are included at the end of this annual report.

ITEM 19. EXHIBITS

The following exhibits are filed as part of this annual report:

Exhibit No.	Description
1.1	Amended and restated Articles of Association of Atlantica Yield plc (incorporated by reference from Exhibit 3.1 to Atlantica Yield plc's Form 6-K, as amended, filed with the SEC on May 21, 2018 – SEC File No. 001-36487).
4.1	Amended and Restated Right of First Offer Agreement by and between Abengoa Yield plc (now Atlantica Yield plc) and Abengoa, S.A., dated December 9, 2014 (incorporated by reference from Exhibit 10.1 to Atlantica Yield plc's Registration Statement on Form F-1 filed with the SEC on December 11, 2014 – SEC File No. 333-200848).
4.5	Operation and Maintenance Agreement between Abengoa Solar Espana, S.A. and Solaben Electricidad Dos, S.A., dated December 10, 2012 (incorporated by reference from Exhibit 10.8 to Atlantica Yield plc's draft registration statement on Form F-1 submitted to the SEC on February 28, 2014 – SEC File No. 377-00503).
4.6	Operation and Maintenance Agreement between Abengoa Solar Espana, S.A. and Solaben Electricidad Tres, S.A., dated December 10, 2012 (incorporated by reference from Exhibit 10.9 to Atlantica Yield plc's draft registration statement on Form F-1 submitted to the SEC on February 28, 2014 – SEC File No. 377-00503).
4.7	Credit and Guaranty Agreement dated May 10, 2018 (incorporated by reference from Exhibit 99.1 from Atlantica Yield plc's Form 6-K filed with the SEC on September 5, 2018– SEC File No. 001-36487)
4.8	The Note Issuance Facility, dated February 10, 2017, among Atlantica Yield plc, HSBC Corporate Trust Company (UK) Limited as collateral agent, Elavon Financial Services DAC, UK Branch as agent, and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder (incorporated by reference from Exhibit 4.10 to Atlantica Yield plc's amendment to the annual report on Form 20-F/A submitted to the SEC on March 29, 2017 – SEC File No. 001-36487).
4.9	Amendment No. 1 to the Note Issuance Facility Agreement among Atlantica Yield plc, HSBC Corporate Trust Company (UK) Limited as collateral agent, Elavon Financial Services DAC, UK Branch as agent and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder, dated March 28, 2017 (incorporated by reference from Exhibit 4.11 to Atlantica Yield plc's amendment to the annual report on Form 20-F/A submitted to the SEC on March 29, 2017 – SEC File No. 001-36487).
4.10	Registration Rights Agreement dated March 28, 2017 among Atlantica Yield plc, Abengoa S.A., ACIL Luxco1 S.A. and GLAS Trust Corporation Limited as security agent (incorporated by reference from Exhibit 4.12 from Atlantica Yield plc's Form 6-K filed with the SEC on April 12, 2017 – SEC File No. 001-36487).

4.11	Shareholder's Agreement dated March 5, 2018 among Atlantica Yield, AAGES and Algonquin Power & Utilities Corp. (incorporated by reference from Exhibit 4.13 from Atlantica Yield plc's Form 6-K filed with the SEC on March 12, 2018– SEC File No. 001-36487)
4.12	First Amendment and Joinder to Credit and Guaranty Agreement, dated January 24, 2019 (incorporated by reference from Exhibit 4.14 from Atlantica Yield plc's Form 20-F filed with the SEC on February 28, 2019 – SEC File No. 001-36487)
4.13	Right of First Offering Agreement dated March 5, 2018 between Atlantica Yield and Algonquin Power and Utilities Corp. (incorporated by reference from Exhibit 4.15 from Atlantica Yield plc's Form 6-K filed with the SEC on March 12, 2018– SEC File No. 001-36487)
4.14	The Note Issuance Facility, dated April 30, 2019, among Atlantica Yield plc, the guarantors named therein, FSS Trustee Corporation, as trustee, Lucid Agency Services, as agent, and a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder
4.15	Second Amendment to Credit and Guaranty Agreement, dated August 2, 2019 (incorporated by reference from Exhibit 4.18 from Atlantica Yield plc's Form 6-K filed with the SEC on November 7, 2019 – SEC File No. 001-36487)
4.16	Enhanced Cooperation Agreement, dated May 9, 2019, by and among Algonquin Power & Utilities, Corp., Atlantica Yield plc and Abengoa-Algonquin Global Energy Solutions B.V. (incorporated by reference from Exhibit 99.1 from Atlantica Yield plc's Form 6-K filed with the SEC on August 7, 2019 – SEC File No. 001-36487)
4.17	Subscription Agreement, dated May 9, 2019, by and between Algonquin Power & Utilities, Corp. and Atlantica Yield plc (incorporated by reference from Exhibit 99.2 from Atlantica Yield plc's Form 6-K filed with the SEC on August 7, 2019 – SEC File No. 001-36487)
4.18	AYES Shareholder Agreement, dated May 24, 2019, by and among Algonquin Power & Utilities, Corp., Atlantica Yield plc and Atlantica Yield Energy Solutions Canada Inc. (incorporated by reference from Exhibit 99.3 from Atlantica Yield plc's Form 6-K filed with the SEC on August 7, 2019 – SEC File No. 001-36487)
4.19	Third Amendment to Credit and Guaranty Agreement, dated December 17, 2019
8.1	Subsidiaries of Atlantica Yield plc.
12.1	Certification of Santiago Seage, Chief Executive Officer of Atlantica Yield plc, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
12.2	Certification of Francisco Martinez-Davis, Chief Financial Officer of Atlantica Yield plc, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
13.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
15.1	Consent of EY
15.2	Consent of Deloitte
15.3	Consent from Deloitte Algeria S.a.r.l.
99.1	Financial Statements of Myah Bahr Honaine S.p.a as of December 31, 2019 and for the year ended December 31, 2019, 2018 and 2017.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Date: February 27, 2020

ATLANTICA YIELD PLC

By: */s/ Santiago Seage*
Name: Santiago Seage
Title: Chief Executive Officer

ATLANTICA YIELD PLC

By: */s/ Francisco Martinez-Davis*
Name: Francisco Martinez-Davis
Title: Chief Financial Officer

ATLANTICA YIELD PLC
INDEX TO FINANCIAL STATEMENTS

Annual Consolidated Financial Statements as of December 31, 2019 and 2018 and for the years ended December 31, 2019, 2018 and 2017

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Atlantica Yield plc:

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of Atlantica Yield plc (the "Company") as of December 31, 2019, the related consolidated income statement, the consolidated statement of comprehensive income, the consolidated statement of changes in equity and the consolidated cash flows statement, for the year ended December 31, 2019, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2019, and the results of its operations and its cash flows for the period ended December 31, 2019, in conformity with International Financial Reporting Standards as issued by International Accounting Standards Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 26, 2020 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Recoverability assessment of contracted concessional assets

Description of the Matter	At December 31, 2019, the Company's revenues, totaling $1,011 million, were derived exclusively from its assets across a different range of geographies. The most significant assets and technologies of the Company are renewable energy, efficient natural gas, transmission lines and water assets. As described in Note 2.3 to the consolidated financial statements, these assets are referred to as "contracted concessional assets" which are classified mostly, as intangible assets or as financial assets, depending on the nature of the payment entitlements established in the agreement. Revenue derived from the Company's contracted concessional assets are governed by power purchase agreements (PPAs) with the Company's customers, known as "off-takers" or by regulation. As indicated in Note 2.5 to the consolidated financial statements, the Company reviews its contracted concessional assets for impairment indicators whenever events or changes in circumstances ("triggering events") indicate that the carrying amounts of the assets or group of assets may not be recoverable. In addition, as indicated in Note 6, the company updated Solana impairment test confirming the conclusions reached in the triggering event analysis. Auditing the Company's recoverability assessment related to the contracted concessional assets involves significant judgment in determining whether a triggering event occurred and, if an event did occur, in the assumptions used by management in the determination if an impairment should be recorded. The main inputs considered when evaluating the triggering events include the performance of the plants in relation to external conditions such as weather and technology changes, as well as legal and tax changes and financial conditions, among others. Significant assumptions used for the update of the impairment calculation of Solana, include, discount rates and projections considering real data based on energy generation.

How We Addressed the Matter in Our Audit	We obtained an understanding of the Company's process related to the recoverability assessment of the Company's contracted concessional assets. We evaluated the design and the operating effectiveness of the controls for identifying and evaluating potential impairment indicators or triggering events. To test the Company's impairment indicators identified for all contracted concessional assets, our audit procedures included, among others, validating the inputs and assumptions used by management by comparing actual energy generated versus budget, obtaining updates on regulatory matters on all significant locations and evaluating the financial situation of the off-takers. In relation to the Solana US plant, in which the company updated the impairment test to confirm the conclusions reached within the triggering event analysis, we evaluated the design and operating effectiveness of controls over the significant assumptions updated in current year impairment test, mainly the production and the discount rate. As a part of our testing procedures, we assessed the appropriateness of the main inputs included in the updated impairment test, mainly by evaluating the consistency of the actual incomes and costs versus budget for the year 2019, as well as the estimations related to the future energy generation. For the discount rate, we involved our specialists to assist us in recalculating and developing a range of discount rates, which we compared to those used by the Company. Finally, we developed an independent sensitivity analysis through the performance of various stress tests on the primary assumptions used by management, including energy generation and discount rates used in the model.

/s/ ERNST & YOUNG, S.L.
We have served as the Company's auditor since 2019
Madrid, Spain
February 26, 2020

REPORTS OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Atlantica Yield plc:

Opinion on Internal Control over Financial Reporting

We have audited Atlantica Yield plc's internal control over financial reporting as of December 31, 2019, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Atlantica Yield plc (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on the COSO criteria.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2019 consolidated financial statements of the Company and our report dated February 26, 2020, expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting section

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG, S.L.
Madrid, Spain
February 26, 2020

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Atlantica Yield plc:

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of Atlantica Yield plc and subsidiaries (the "Company") as of December 31, 2018, and the related consolidated income statements, the consolidated statements of comprehensive income, the consolidated statements of changes in equity and the consolidated cash flow statements for each of the two years in the period ended December 31, 2018, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2018, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte, S.L.

Madrid, Spain

February 26, 2019

We began serving as the Company’s auditor in 2014. In 2019, we became the predecessor auditor.

Consolidated statements of financial position as of December 31, 2019 and 2018

Amounts in thousands of U.S. dollars

	Note (1)	As of December 31, 2019	2018
Assets			
Non-current assets			
Contracted concessional assets	6	8,161,129	8,549,181
Investments carried under the equity method	7	139,925	53,419
Other receivables accounts	8	88,405	41,099
Derivative assets	8&9	3,182	11,571
Financial investments	8	91,587	52,670
Deferred tax assets	18	147,966	136,066
Total non-current assets		**8,540,607**	**8,791,336**
Current assets			
Inventories		20,268	18,924
Trade receivables	11	242,008	163,856
Credits and other receivables	11	75,560	72,539
Trade and other receivables	8&11	317,568	236,395
Financial investments	8	218,577	240,834
Cash and cash equivalents	8&12	562,795	631,542
Total current assets		**1,119,208**	**1,127,695**
Total assets		**9,659,815**	**9,919,031**

(1) Notes 1 to 23 are an integral part of the consolidated financial statements

Consolidated statements of financial position as of December 31, 2019 and 2018

Amounts in thousands of U.S. dollars

	Note (1)	As of December 31, 2019	2018
Equity and liabilities			
Equity attributable to the Company			
Share capital	13	10,160	10,022
Parent company reserves	13	1,900,800	2,029,940
Other reserves		73,797	95,011
Accumulated currency translation differences		(90,824)	(68,315)
Retained earnings	13	(385,457)	(449,274)
Non-controlling interest	13	206,380	138,728
Total equity		**1,714,856**	**1,756,112**
Non-current liabilities			
Long-term corporate debt	14	695,085	415,168
Borrowings		3,351,780	4,081,093
Notes and bonds		718,129	745,566
Long-term project debt	15	4,069,909	4,826,659
Grants and other liabilities	16	1,641,752	1,658,126
Related parties	10	17,115	33,675
Derivative liabilities	9	298,744	279,152
Deferred tax liabilities	18	248,996	211,000
Total non-current liabilities		**6,971,601**	**7,423,780**
Current liabilities			
Short-term corporate debt	14	28,706	268,905
Borrowings		754,135	233,214
Notes and bonds		28,304	31,241
Short-term project debt	15	782,439	264,455
Trade payables and other current liabilities	17	128,062	192,033
Income and other tax payables		34,151	13,746
Total current liabilities		**973,358**	**739,139**
Total equity and liabilities		**9,659,815**	**9,919,031**

(1) Notes 1 to 23 are an integral part of the consolidated financial statements

Consolidated income statements for the years ended December 31, 2019, 2018 and 2017

Amounts in thousands of U.S. dollars

	Note (1)	For the year ended December 31,		
		2019	2018	2017
Revenue	4	1,011,452	1,043,822	1,008,381
Other operating income	20	93,774	132,557	80,844
Employee benefit expenses		(32,246)	(15,130)	(18,854)
Depreciation, amortization, and impairment charges	6	(310,755)	(362,697)	(310,960)
Other operating expenses	20	(261,776)	(310,642)	(301,444)
Operating profit		500,449	487,910	457,967
Financial income	21	4,121	36,444	1,007
Financial expense	21	(407,990)	(425,019)	(463,717)
Net exchange differences		2,674	1,597	(4,092)
Other financial income/(expense), net	21	(1,153)	(8,235)	18,434
Financial expense, net		(402,348)	(395,213)	(448,368)
Share of profit/(loss) of associates carried under the equity method	7	7,457	5,231	5,351
Profit/(loss) before income tax		105,558	97,928	14,950
Income tax	18	(30,950)	(42,659)	(119,837)
Profit/(loss) for the year		74,608	55,269	(104,887)
Loss/(profit) attributable to non-controlling interests		(12,473)	(13,673)	(6,917)
Profit/(loss) for the year attributable to the Company		62,135	41,596	(111,804)
Weighted average number of ordinary shares outstanding (thousands)	22	101,063	100,217	100,217
Basic and diluted earnings per share (U.S. dollar per share)	22	0.61	0.42	(1.12)

(1) Notes 1 to 23 are an integral part of the consolidated financial statements

Consolidated statements of comprehensive income for the years ended December 31, 2019, 2018 and 2017

Amounts in thousands of U.S. dollars

	Note (1)	For the year ended December 31, 2019	2018	2017
Profit/(loss) for the year		74,608	55,269	(104,887)
Items that may be subject to transfer to income statement				
Change in fair value of cash flow hedges		(81,713)	(40,220)	(28,535)
Currency translation differences		(22,284)	(57,628)	121,924
Tax effect		20,088	6,195	4,426
Net income/(expenses) recognized directly in equity		(83,909)	(91,653)	97,815
Cash flow hedges	9	55,765	67,519	70,953
Tax effect		(13,941)	(16,880)	(17,738)
Transfers to income statement		41,824	50,639	53,215
Other comprehensive income/(loss)		(42,085)	(41,014)	151,030
Total comprehensive income/(loss) for the year		32,523	14,255	46,143
Total comprehensive (income)/loss attributable to non-controlling interest		(12,429)	(11,954)	(14,773)
Total comprehensive income/(loss) attributable to the Company		20,094	2,301	31,370

(1) Notes 1 to 23 are an integral part of the consolidated financial statements

Consolidated statements of changes in equity for the years ended December 31, 2019, 2018 and 2017

Amounts in thousands of U.S. dollars

	Share Capital	Parent company reserves	Other reserves	Retained earnings	Accumulated currency translation differences	Total equity attributable to the Company	Non-controlling interest	Total equity
Balance as of January 1, 2017	**10,022**	**2,268,457**	**52,797**	**(365,410)**	**(133,150)**	**1,832,716**	**126,395**	**1,959,111**
Profit/(loss) for the year after taxes	-	-	-	(111,804)	-	(111,804)	6,917	(104,887)
Change in fair value of cash flow hedges	-	-	41,242	-	-	41,242	1,176	42,418
Currency translation differences	-	-	-	-	115,003	115,003	6,921	121,924
Tax effect	-	-	(13,071)	-	-	(13,071)	(241)	(13,312)
Other comprehensive income	**-**	**-**	**28,171**	**-**	**115,003**	**143,174**	**7,856**	**151,030**
Total comprehensive income	**-**	**-**	**28,171**	**(111,804)**	**115,003**	**31,370**	**14,773**	**46,143**
Dividend distribution	**-**	**(105,228)**	**-**	**-**	**-**	**(105,228)**	**(4,573)**	**(109,801)**
Balance as of December 31, 2017	**10,022**	**2,163,229**	**80,968**	**(477,214)**	**(18,147)**	**1,758,858**	**136,595**	**1,895,453**

	Share Capital	Parent company reserves	Other reserves	Retained earnings	Accumulated currency translation differences	Total equity attributable to the Company	Non-controlling interest	Total equity
Balance as of December 31, 2017	**10,022**	**2,163,229**	**80,968**	**(477,214)**	**(18,147)**	**1,758,858**	**136,595**	**1,895,453**
Application of new accounting standards (Effective January 1,2018)	-	-	1,326	(11,812)	-	(10,486)	-	(10,486)
Balance as of January 1, 2018	**10,022**	**2,163,229**	**82,294**	**(489,026)**	**(18,147)**	**1,748,372**	**136,595**	**1,884,967**
Profit/(loss) for the year after taxes	-	-	-	41,596	-	41,596	13,673	55,269
Change in fair value of cash flow hedges	-	-	21,474	(236)	-	21,238	6,061	27,299
Currency translation differences	-	-	-	-	(50,168)	(50,168)	(7,460)	(57,628)
Tax effect	-	-	(8,757)	(1,608)	-	(10,365)	(320)	(10,685)
Other comprehensive income	-	-	**12,717**	**(1,844)**	**(50,168)**	**(39,295)**	**(1,719)**	**(41,014)**
Total comprehensive income	-	-	**12,717**	**39,752**	**(50,168)**	**2,301**	**11,954**	**14,255**
Dividend distribution	-	**(133,289)**	-	-	-	**(133,289)**	**(9,821)**	**(143,110)**
Balance as of December 31, 2018	**10,022**	**2,029,940**	**95,011**	**(449,274)**	**(68,315)**	**1,617,384**	**138,728**	**1,756,112**

	Share Capital	Parent company reserves	Other reserves	Retained earnings	Accumulated currency translation differences	Total equity attributable to the Company	Non-controlling interest	Total equity
Balance as of January 1, 2019	**10,022**	**2,029,940**	**95,011**	**(449,274)**	**(68,315)**	**1,617,384**	**138,728**	**1,756,112**
Profit/(loss) for the year after taxes	-	-	-	62,135	-	62,135	12,473	74,608
Change in fair value of cash flow hedges	-	-	(27,947)	1,682	-	(26,265)	317	(25,948)
Currency translation differences	-	-	-	-	(22,509)	(22,509)	225	(22,284)
Tax effect	-	-	6,733	-	-	6,733	(586)	6,147
Other comprehensive income	-	-	**(21,214)**	1,682	**(22,509)**	**(42,041)**	**(44)**	**(42,085)**
Total comprehensive income	-	-	**(21,214)**	**63,817**	**(22,509)**	**20,094**	**12,429**	**32,523**
Capital reduction	-	-	-	-	-	-	**(2,688)**	**(2,688)**
Capital increase (Note 13)	**138**	**29,862**	-	-	-	**30,000**	-	**30,000**
Changes in the scope of consolidation (Note 5)	-	-	-	-	-	-	**92,303**	**92,303**
Dividend distribution	-	**(159,002)**	-	-	-	**(159,002)**	**(34,392)**	**(193,394)**
Balance as of December 31, 2019	**10,160**	**1,900,800**	**73,797**	**(385,457)**	**(90,824)**	**1,508,476**	**206,380**	**1,714,856**

Notes 1 to 23 are an integral part of the consolidated financial statements

Consolidated cash flow statements for the years ended December 31, 2019, 2018 and 2017

Amounts in thousands of U.S. dollars

	Note (1)	For the year ended 2019	2018	2017
I. Profit/(loss) for the year		**$ 74,608**	**$ 55,269**	**$ (104,887)**
Non-monetary adjustments				
Depreciation, amortization and impairment charges	6	310,755	362,697	310,960
Financial (income)/expenses		405,634	396,411	443,517
Fair value (gains)/losses on derivative financial instruments		(613)	399	759
Shares of (profits)/losses from associates		(7,457)	(5,231)	(5,351)
Income tax	18	30,950	42,659	119,837
Changes in consolidation and other non-monetary items		(37,432)	(99,280)	(20,882)
II. Profit for the year adjusted by non monetary items		**$ 776,445**	**$ 752,924**	**$ 743,953**
Variations in working capital				
Inventories		(1,343)	(1,991)	(2,548)
Trade and other receivables		(71,505)	5,564	(23,799)
Trade payables and other current liabilities		(36,533)	(4,898)	22,474
Financial investments and other current assets/liabilities		(3,970)	(17,019)	(4,924)
III. Variations in working capital		**$ (113,351)**	**$ (18,344)**	**$ (8,797)**
Income tax received/(paid)		(23)	(12,525)	(4,779)
Interest received		10,135	6,726	4,139
Interest paid		(309,625)	(327,738)	(348,893)
A. Net cash provided by/(used in) operating activities		**$ 363,581**	**$ 401,043**	**$ 385,623**
Investments in entities under the equity method		30,443	4,432	3,003
Investments in contracted concessional assets*		22,009	68,048	30,058
Other non-current assets/liabilities		2,703	(16,668)	8,183
(Acquisitions)/sales of subsidiaries and other financial instruments		(173,366)	(70,672)	30,124
B. Net cash (used in)/provided by investing activities		**$ (118,211)**	**$ (14,860)**	**$ 71,368**
Proceeds from Project & Corporate debt	14&15	358,826	123,767	296,398
Repayment of Project & Corporate debt	14&15	(603,070)	(385,964)	(613,242)
Dividends paid to Company´s shareholders		(159,002)	(133,289)	(94,845)
Dividends paid to Non-controlling interests		(29,239)	(9,745)	(4,638)
Non-controlling interests capital contribution		92,303	-	-
Capital increase		30,000	-	-
C. Net cash provided by/(used in) financing activities		**$ (310,182)**	**$ (405,231)**	**$ (416,327)**
Net increase/(decrease) in cash and cash equivalents		**$ (64,812)**	**$ (19,048)**	**$ 40,664**
Cash and cash equivalents at beginning of the year	12	631,542	669,387	594,811
Translation differences cash and cash equivalents		(3,935)	(18,797)	33,912
Cash and cash equivalents at the end of the year	12	**$ 562,795**	**$ 631,542**	**$ 669,387**

* Includes proceeds for $22.2 million, $72.6 million and $42.5 million in 2019, 2018 and 2017 respectively (Note 6).

(1) Notes 1 to 23 are an integral part of the consolidated financial statements

Contents

The Appendices are an integral part of the notes to the consolidated financial statements

Note 1.- Nature of the business

Atlantica Yield plc ("Atlantica" or the "Company") was incorporated in England and Wales as a private limited company on December 17, 2013 under the name Abengoa Yield Limited. On March 19, 2014, the Company was re-registered as a public limited company, under the name Abengoa Yield plc. On May 13, 2016, the change of the Company´s registered name to Atlantica Yield plc was filed with the Registrar of Companies in the United Kingdom.

Atlantica is a sustainable total return infrastructure company that owns, manages and acquires renewable energy, efficient natural gas, electric transmission lines and water assets focused on North America (the United States, Mexico and Canada), South America (Peru, Chile and Uruguay) and EMEA (Spain, Algeria and South Africa).

Atlantica's shares began trading on the NASDAQ Global Select Market under the symbol "ABY" on June 13, 2014. The symbol changed to "AY" on November 11, 2017.

On March 9, 2018 and on November 27, 2018, Algonquin Power & Utilities ("Algonquin") announced that it completed the acquisition from Abengoa S.A, ("Abengoa") of a 25% and 16.47% equity interest in Atlantica, respectively. Algonquin is the largest shareholder of the Company and currently owns a 44.2% stake in Atlantica. Algonquin's shareholding in Atlantica may be increased up to a 48.5% without any change in corporate governance. Algonquin's voting rights and rights to appoint directors are limited to a 41.5% and the additional 7% would vote replicating non-Algonquin's shareholders vote. Algonquin does not consolidate the Company in its consolidated financial statements.

During 2018, the Company closed the following acquisitions: a 100% stake in a 4 MW hydroelectric power plant in Peru ("Mini-Hydro"), a 5% stake in a natural gas transportation in Mexico (Pemex Transportation System or "PTS"), a 100% stake in a 50 MW on-shore wind plant in Uruguay ("Melowind"), a 66kV transmission line in operation in Chile ("Chile TL3") and a transmission line in Peru, which is an expansion of ATN ("ATN Expansion 1").

In January 2019, the Company entered into an agreement with Abengoa under the Abengoa ROFO Agreement for the acquisition of Befesa Agua Tenes, a holding company which owns a 51% stake in Tenes, a water desalination plant in Algeria, similar in several aspects to Skikda and Honaine plants. The price agreed for the equity value was $24.5 million, of which $19.9 million were paid in January 2019 as an advanced payment. Closing of the acquisition was subject to conditions precedent, including approval by the Algerian administration. The conditions precedent set forth in the share purchase agreement were not fulfilled as of September 30, 2019. Therefore, in accordance with the terms of the share purchase agreement the advanced payment has been converted into a secured loan to be reimbursed by Befesa Agua Tenes, together with 12% per annum interest, through a full cash-sweep of all the dividends generated to be received from the asset. These dividends would be guaranteed by a right of usufruct over the economic rights and certain political rights and a pledge over the shares of Befesa Agua Tenes, granted by Abengoa to the Company. The share purchase agreement requires that the repayment occurs no later than September 30, 2031. In October 2019 the Company received a first payment of $7.8 million through the cash sweep mechanism.

On April 15, 2019, the Company entered into an agreement to acquire a 30% stake in Monterrey, a 142 MW gas-fired engine facility including 130 MW installed capacity and 12 MW battery capacity ("Monterrey"). The acquisition was closed on August 2, 2019, after conditions precedent were fulfilled, and the Company paid $42 million for the total investment. The asset, located in Mexico, has been in operation since 2018 and represents the first investment in electric batteries for the Company. It has a U.S. dollar-denominated 20-year PPA with two international large corporations engaged in the car manufacturing industry as well as a 20-year contract for the natural gas transportation with a U.S. energy company. The PPA also includes price escalation factors. The asset is the sole electricity supplier for the off-takers, it has no commodity risk and also has the possibility to sell excess energy to the North-East region of the country. The Company also entered into a ROFO agreement with the seller of the shares for the remaining 70% stake in the asset.

On May 9, 2019, the Company entered into a partnership agreement with Algonquin, investing $4.9 million in the equity of a wind farm, Amherst Island, with a 75 MW installed capacity, owned and operated by Algonquin in Canada.

On August 2, 2019, the Company closed the acquisition of ASI Operations LLC ("ASI Ops"), the company that performs the operation and maintenance services to Solana and Mojave plants. The consideration paid was $6 million.

On October 22, 2019, the Company closed the acquisition of ATN Expansion 2 from Enel Green Power Perú, for a total equity investment of approximately $20 million, controlling the asset from this date. Transfer of the concession agreement is pending authorization from the Ministry of Energy in Peru. If this authorization were not to be obtained within an eight-month period from the acquisition date, the transaction would be reversed with no penalties to Atlantica. Enel Green Power Perú issued a bank guarantee to face this potential repayment obligation to Atlantica.

The following table provides an overview of the main concessional assets the Company owned or had an interest in as of December 31, 2019:

Assets	Type	Ownership	Location	Currency[8]	Capacity (Gross)	Counterparty Credit Ratings[9]	COD*	Contract Years Left[13]
Solana	Renewable (Solar)	100% Class B[1]	Arizona (USA)	USD	280 MW	A-/A2/A-	2013	24
Mojave	Renewable (Solar)	100%	California (USA)	USD	280 MW	D/WR/WD	2014	20
Solaben 2 & 3	Renewable (Solar)	70%[2]	Spain	Euro	2x50 MW	A/Baa1/A-	2012	18/17
Solacor 1 & 2	Renewable (Solar)	87%[3]	Spain	Euro	2x50 MW	A/Baa1/A-	2012	17/17
PS10/PS20	Renewable (Solar)	100%	Spain	Euro	31 MW	A/Baa1/A-	2007& 2009	12/14
Helioenergy 1 & 2	Renewable (Solar)	100%	Spain	Euro	2x50 MW	A/Baa1/A-	2011	17/17
Helios 1 & 2	Renewable (Solar)	100%	Spain	Euro	2x50 MW	A/Baa1/A-	2012	18/18
Solnova 1, 3 & 4	Renewable (Solar)	100%	Spain	Euro	3x50 MW	A/Baa1/A-	2010	15/15/16
Solaben 1 & 6	Renewable (Solar)	100%	Spain	Euro	2x50 MW	A/Baa1/A-	2013	19/19
Kaxu	Renewable (Solar)	51%[4]	South Africa	Rand	100 MW	BB/Baa3/ BB+[10]	2015	15
Palmatir	Renewable (Wind)	100%	Uruguay	USD	50 MW	BBB/Baa2/BBB-[11]	2014	14
Cadonal	Renewable (Wind)	100%	Uruguay	USD	50 MW	BBB/Baa2/BBB-[11]	2014	15
ACT	Efficient natural gas	100%	Mexico	USD	300 MW	BBB+/ Baa3/BB+	2013	13
Monterrey	Efficient natural gas	30%	Mexico	USD	142 MW	Not rated	2018	19
ATN [12]	Transmission line	100%	Peru	USD	379 miles	BBB+/A3/BBB+	2011	21

ATS	Transmission line	100%	Peru	USD	569 miles	BBB+/A3/BBB+	2014	24
ATN 2	Transmission line	100%	Peru	USD	81 miles	Not rated	2015	13
Quadra 1	Transmission line	100%	Chile	USD	49 miles	Not rated	2014	15
Quadra 2	Transmission line	100%	Chile	USD	32 miles	Not rated	2014	15
Palmucho	Transmission line	100%	Chile	USD	6 miles	BBB+/Baa2/ BBB+	2007	18
Chile TL3	Transmission line	100%	Chile	USD	50 miles	A+/A1/A	1993	Regulated
Skikda	Water	34.2%(5)	Algeria	USD	3.5 M ft3/day	Not rated	2009	14
Honaine	Water	25.5%(6)	Algeria	USD	7 M ft3/ day	Not rated	2012	18
Seville PV	Renewable (Solar)	80%(7)	Spain	Euro	1 MW	A/Baa1/A-	2006	16
Melowind	Renewable (Wind)	100%	Uruguay	USD	50MW	BBB/Baa2/BBB-	2015	16
Mini-Hydro	Renewable (Hydraulic)	100%	Peru	USD	4 MW	BBB+/A3/BBB+	2012	13

(1) On September 30, 2013, Liberty Interactive Corporation agreed to invest $300 million in Class A shares of ASO Holdings Company LLC, the holding company of Solana, in exchange for a share of the dividends and the taxable losses generated by Solana.

(2) Itochu Corporation, a Japanese trading company, holds 30% of the shares in each of Solaben 2 and Solaben 3.

(3) JGC, a Japanese engineering company, holds 13% of the shares in each of Solacor 1 and Solacor 2.

(4) Kaxu is owned by the Company (51%), Industrial Development Corporation of South Africa (29%) and Kaxu Community Trust (20%).

(5) Algerian Energy Company, SPA owns 49% of Skikda and Sacyr Agua, S.L. owns the remaining 16.83%.

(6) Algerian Energy Company, SPA owns 49% of Honaine and Sacyr Agua, S.L. owns the remaining 25.5%.

(7) Instituto para la Diversificación y Ahorro de la Energía (“Idae”), a Spanish state owned company, holds 20% of the shares in Seville PV.

(8) Certain contracts denominated in U.S. dollars are payable in local currency.

(9) Reflects the counterparty’s credit ratings issued by Standard & Poor’s Ratings Services, or S&P, Moody’s Investors Service Inc., or Moody’s, and Fitch Ratings Ltd, or Fitch.

(10) Refers to the credit rating of the Republic of South Africa. The off-taker is Eskom, which is a state-owned utility company in South Africa.

(11) Refers to the credit rating of Uruguay, as UTE (Administración Nacional de Usinas y Transmisoras Eléctricas) is unrated.

(12) Including the acquisition of ATN Expansion 1 & 2.

(13) As of December 31, 2019.

(*) Commercial Operation Date.

The project financing arrangement of Kaxu contains cross-default provisions related to Abengoa such that debt defaults by Abengoa, subject to certain threshold amounts and/or a restructuring process, could trigger a default under the Kaxu project financing arrangement. In March 2017, Atlantica obtained a waiver in its Kaxu project financing arrangement which waives any potential cross-defaults with Abengoa up to that date, but it does not cover potential future cross-default events. As of December 31, 2019, the Company is not aware of the existence of any cross-default events with Abengoa.

These consolidated financial statements were approved by the Board of Directors of the Company on February 26, 2020.

Note 2.- Significant accounting policies

2.1 Basis of preparation

These consolidated financial statements are presented in accordance with the International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

The consolidated financial statements are presented in U.S. dollars, which is the Company's functional and presentation currency. Amounts included in these consolidated financial statements are all expressed in thousands of U.S. dollars, unless otherwise indicated.

Application of new accounting standards

a) Standards, interpretations and amendments effective from January 1, 2019 under IFRS-IASB, applied by the Company in the preparation of these consolidated financial statements:

- IFRS 9 (Amendments to IFRS 9): Prepayment Features with Negative Compensation. This Standard is applicable for annual periods beginning on or after January 1, 2019 under IFRS-IASB, earlier application is permitted.
- IAS 19 (Amendments to IAS 19): Plan Amendment, Curtailment or Settlement. This amendment is mandatory for annual periods beginning on or after January 1, 2019 under IFRS-IASB, earlier application is permitted.
- IFRIC 23: Uncertainty over Income Tax Treatments. This Standard is applicable for annual periods beginning on or after January 1, 2019 under IFRS-IASB.
- IAS 28 (Amendment). Long-term Interests in Associates and Joint Ventures. This amendment is mandatory for annual periods beginning on or after January 1, 2019 under IFRS-IASB, earlier application is permitted.
- Amendments resulting from Annual Improvements 2015–2017 Cycle (remeasurement of previously held interest). This amendment is mandatory for annual periods beginning on or after January 1, 2019 under IFRS-IASB,

The applications of these amendments have not had any material impact on these consolidated financial statements.

b) Standards, interpretations and amendments published by the IASB that will be effective for periods beginning on or after January 1, 2020:

- IFRS 17 ‘Insurance Contracts’. This Standard is applicable for annual periods beginning on or after January 1, 2021 under IFRS-IASB, earlier application is permitted.
- IFRS 3 (Amendment). Definition of Business. This amendment is mandatory for annual periods beginning on or after January 1, 2020 under IFRS-IASB, earlier application is permitted.
- IAS 1 and IAS 8 (Amendment). Definition of Material. This amendment is mandatory for annual periods beginning on or after January 1, 2020 under IFRS-IASB, earlier application is permitted.
- IAS 1 (Amendment). Classification of liabilities. This amendment is mandatory for annual periods beginning on or after January 1, 2022 under IFRS-IASB.
- IFRS 7 and IFRS 9. Amendments regarding pre-replacement issues in the context of the IBOR reform. These amendments are mandatory for annual periods beginning on or after January 1, 2020 under IFRS-IASB.
- Amendments to References to the Conceptual Frameworks in IFRS Standards. This Standard is applicable for annual periods beginning on or after January 1, 2020 under IFRS-IASB.

The Company does not anticipate any significant impact on the consolidated financial statements derived from the application of the new standards and amendments that will be effective for annual periods beginning on or after January 1, 2020, although it is currently still in the process of evaluating such application.

2.2. Principles to include and record companies in the consolidated financial statements

Companies included in these consolidated financial statements are accounted for as subsidiaries as long as Atlantica has had control over them and are accounted for as investments under the equity method as long as Atlantica has had significant influence over them, in the periods presented.

a) Controlled entities

Control is achieved when the Company:

· Has power over the investee;

· Is exposed, or has rights, to variable returns from its involvement with the investee; and

· Has the ability to use its power to affect its returns.

The Company reassesses whether or not it controls an investee when facts and circumstances indicate that there are changes to one or more of the three elements of control listed above.

The Company uses the acquisition method to account for business combinations of companies controlled by a third party. According to this method, identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date. Any contingent consideration is recognized at fair value at the acquisition date and subsequent changes in its fair value are recognized in accordance with IFRS 9 either in profit or loss or as a change to other comprehensive income. Acquisition related costs are expensed as incurred. The Company recognizes any non-controlling interest in the acquiree either at fair value or at the non-controlling interest’s proportionate share of the acquirer’s net assets on an acquisition by acquisition basis.

All assets and liabilities between entities of the group, equity, income, expenses, and cash flows relating to transactions between entities of the group are eliminated in full.

b) Investments accounted for under the equity method

An associate is an entity over which the Company has significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee but is not control or joint control over those policies.

The results and assets and liabilities of associates are incorporated in these financial statements using the equity method of accounting. Under the equity method, an investment in an associate is initially recognized in the statement of financial position at cost and adjusted thereafter to recognize the Company share of the profit or loss and other comprehensive income of the associate.

Controlled entities and associates included in these financial statements as of December 31, 2019 and 2018 are set out in appendices.

2.3. Contracted concessional assets and price purchase agreements

Contracted concessional assets and price purchase agreements (PPAs) include fixed assets financed through project debt, related to service concession arrangements recorded in accordance with IFRIC 12, except for Palmucho, which is recorded in accordance with IFRS 16 and PS10, PS20, Mini-Hydro, Chile TL 3 and Seville PV, which are recorded as tangible assets in accordance with IAS 16. The infrastructures accounted for by the Company as concessions are related to the activities concerning electric transmission lines, solar electricity generation plants, cogeneration plants, wind farms and water plants. The useful life of these assets is approximately the same as the length of the concession arrangement. The infrastructure used in a concession can be classified as an intangible asset or a financial asset, depending on the nature of the payment entitlements established in the agreement.

The application of IFRIC 12 requires extensive judgment in relation with, among other factors, (i) the identification of certain infrastructures and contractual agreements in the scope of IFRIC 12, (ii) the understanding of the nature of the payments in order to determine the classification of the infrastructure as a financial asset or as an intangible asset and (iii) the timing and recognition of the revenue from construction and concessionary activity.

Under the terms of contractual arrangements within the scope of this interpretation, the operator shall recognize and measure revenue in accordance with IFRS 15 for the services it performs.

a) Intangible asset

The Company recognizes an intangible asset to the extent that it receives a right to charge final customers for the use of the infrastructure. This intangible asset is subject to the provisions of IAS 38 and is amortized linearly, taking into account the estimated period of commercial operation of the infrastructure which coincides with the concession period.

Once the infrastructure is in operation, the treatment of income and expenses is as follows:

- Revenues from the updated annual revenue for the contracted concession, as well as operations and maintenance services are recognized in each period according to IFRS 15 “Revenue from contracts with Customers”.

- Operating and maintenance costs and general overheads and administrative costs are recorded in accordance with the nature of the cost incurred (amount due) in each period.

- Financing costs are expensed as incurred.

b) Financial asset

The Company recognizes a financial asset when demand risk is assumed by the grantor, to the extent that the concession holder has an unconditional right to receive payments for the asset. This asset is recognized at the fair value of the construction services provided, considering upgrade services in accordance with IFRS 15, if any.

The financial asset is subsequently recorded at amortized cost calculated according to the effective interest method. Revenue from operations and maintenance services is recognized in each period according to IFRS 15 “Revenue from contracts with Customers”. The income from managing and operating the asset resulting from the valuation at amortized cost is also recorded in revenue.

Financing costs are expensed as incurred.

According to IFRS 9, Atlantica recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Company expects to receive.

There are two main approaches to applying the ECL model according to IFRS 9: the general approach which involves a three stage approach, and the simplified approach, which can be applied to trade receivables, contract assets and lease receivables. Atlantica has elected to apply the simplified approach. Under this approach, there is no need to monitor for significant increases in credit risk and entities will be required to measure lifetime expected credit losses at the end of each reporting period.

The key elements of the ECL calculations are the following:

- the Probability of Default (“PD”) is an estimate of the likelihood of default over a given time horizon. Atlantica calculates PD based on Credit Default Swaps spreads (“CDS”);
- the Exposure at Default (“EAD”) is an estimate of the exposure at a future default date;
- the Loss Given Default (“LGD”) is an estimate of the loss arising in the case where a default occurs at a given time. It is based on the difference between the contractual cash flows due and those that the Company would expect to receive. It is expressed as a percentage of the EAD.

c) Property, plant and equipment

Property, plant and equipment includes property, plant and equipment of companies or project companies. Property, plant and equipment is measured at historical cost, including all expenses directly attributable to the acquisition, less depreciation and impairment losses, with the exception of land, which is presented net of any impairment losses.

Once the infrastructure is in operation, the treatment of income and expenses is the same as the one described above for intangible asset.

d) Right-of-use assets

Main right of use agreements correspond to land rights. The Company recognizes right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over the shorter of the lease term and the estimated useful lives of the assets.

The right-of-use assets are also subject to assets impairment (Note 2.5).

2.4. Borrowing costs

Interest costs incurred in the construction of any qualifying asset are capitalized over the period required to complete and prepare the asset for its intended use. A qualifying asset is an asset that necessarily takes a substantial period of time to get ready for its internal use or sale, which is considered to be more than one year. Remaining borrowing costs are expensed in the period in which they are incurred.

2.5. Asset impairment

Atlantica reviews its contracted concessional assets to identify any indicators of impairment at least annually. When impairment indicators exist, the company calculates the recoverable amount of the asset.

The recoverable amount of an asset is the higher of its fair value less costs to sell and its value in use, defined as the present value of the estimated future cash flows to be generated by the asset. In the event that the asset does not generate cash flows independently of other assets, the Company calculates the recoverable amount of the Cash Generating Unit (‘CGU’) to which the asset belongs.

When the carrying amount of the CGU to which these assets belong is higher than its recoverable amount, the assets are impaired.

Assumptions used to calculate value in use include a discount rate, growth rate and projections considering real data based in the contracts terms and projected changes in both selling prices and costs. The discount rate is estimated by Management, to reflect both changes in the value of money over time and the risks associated with the specific CGU.

For contracted concessional assets, with a defined useful life and with a specific financial structure, cash flow projections until the end of the project are considered and no terminal value is assumed.

Contracted concessional assets have a contractual structure that permits the Company to estimate quite accurately the costs of the project and revenue during the life of the project.

Projections take into account real data based on the contract terms and fundamental assumptions based on specific reports prepared internally and supported by specialists, assumptions on demand and assumptions on production. Additionally, assumptions on macro-economic conditions are taken into account, such as inflation rates, future interest rates, etc. and sensitivity analyses are performed over all major assumptions which can have a significant impact in the value of the asset.

Cash flow projections of CGUs are calculated in the functional currency of those CGUs and are discounted using rates that take into consideration the risk corresponding to each specific country and currency.

Taking into account that in most CGUs the specific financial structure is linked to the financial structure of the projects that are part of those CGUs, the discount rate used to calculate the present value of cash-flow projections is based on the weighted average cost of capital (WACC) for the type of asset, adjusted, if necessary, in accordance with the business of the specific activity and with the risk associated with the country where the project is performed.

In any case, sensitivity analyses are performed, especially in relation with the discount rate used and fair value changes in the main business variables, in order to ensure that possible changes in the estimates of these items do not impact the recovery of recognized assets.

Accordingly, the following table provides a summary of the discount rates used (WACC) and growth rates to calculate the recoverable amount for CGUs with the operating segment to which it pertains:

Operating segment	Discount rate	Growth rate
EMEA	4% - 6%	0%
North America	4% - 5%	0%
South America	5% - 7%	0%

In the event that the recoverable amount of an asset is lower than its carrying amount, an impairment charge for the difference would be recorded in the income statement under the item “Depreciation, amortization and impairment charges”.

Pursuant to IAS 36, an impairment loss is recognized by the Company if the carrying amount of these assets exceeds the present value of future cash flows discounted at the initial effective interest rate.

2.6 Loans and accounts receivable

Loans and accounts receivable are non-derivative financial assets with fixed or determinable payments, not listed on an active market.

In accordance with IFRIC 12, certain assets under concessions qualify as financial assets and are recorded as is described in Note 2.3.

Pursuant to IFRS 9, an impairment loss is recognized if the carrying amount of these assets exceeds the present value of future cash flows discounted at the initial effective interest rate.

Loans and accounts receivable are initially recognized at fair value plus transaction costs and are subsequently measured at amortized cost in accordance with the effective interest rate method. Interest calculated using the effective interest rate method is recognized under other financial income within financial income.

2.7. Derivative financial instruments and hedging activities

Derivatives are recorded at fair value. The Company applies hedge accounting to all hedging derivatives that qualify to be accounted for as hedges under IFRS-IASB.

When hedge accounting is applied, hedging strategy and risk management objectives are documented at inception, as well as the relationship between hedging instruments and hedged items. Effectiveness of the hedging relationship needs to be assessed on an ongoing basis. Effectiveness tests are performed prospectively at inception and at each reporting date, following the dollar offset method.

Atlantica applies cash flow hedging. Under this method, the effective portion of changes in fair value of derivatives designated as cash flow hedges are recorded temporarily in equity and are subsequently reclassified from equity to profit or loss in the same period or periods during which the hedged item affects profit or loss. Any ineffective portion of the hedged transaction is recorded in the consolidated income statement as it occurs.

When interest rate options are designated as hedging instruments, the intrinsic value and time value of the financial hedge instrument are separated. Changes in intrinsic and time value which are highly effective are recorded in equity and subsequently reclassified from equity to profit or loss in the same period or periods during which the hedged item affects profit or loss. Any ineffectiveness is recorded as financial income or expense as it occurs.

When the hedging instrument matures or is sold, or when it no longer meets the requirements to apply hedge accounting, accumulated gains and losses recorded in equity remain as such until the forecast transaction is ultimately recognized in the income statement. However, if it becomes unlikely that the forecast transaction will actually take place, the accumulated gains and losses in equity are recognized immediately in the income statement.

2.8. Fair value estimates

Financial instruments measured at fair value are presented in accordance with the following level classification based on the nature of the inputs used for the calculation of fair value:

- Level 1: Inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2: Fair value is measured based on inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
- Level 3: Fair value is measured based on unobservable inputs for the asset or liability.

In the event that prices cannot be observed, the management shall make its best estimate of the price that the market would otherwise establish based on proprietary internal models which, in the majority of cases, use data based on observable market parameters as significant inputs (Level 2) but occasionally use market data that is not observed as significant inputs (Level 3). Different techniques can be used to make this estimate, including extrapolation of observable market data. The best indication of the initial fair value of a financial instrument is the price of the transaction, except when the value of the instrument can be obtained from other transactions carried out in the market with the same or similar instruments, or valued using a valuation technique in which the variables used only include observable market data, mainly interest rates. Differences between the transaction price and the fair value based on valuation techniques that use data that is not observed in the market, are not initially recognized in the income statement.

Atlantica derivatives correspond primarily to the interest rate swaps designated as cash flow hedges, which are classified as Level 2.

Description of the valuation method

Interest rate swap valuations are made by valuing the swap part of the contract and valuing the credit risk. The methodology used by the market and applied by Atlantica to value interest rate swaps is to discount the expected future cash flows according to the parameters of the contract. Variable interest rates, which are needed to estimate future cash flows, are calculated using the curve for the corresponding currency and extracting the implicit rates for each of the reference dates in the contract. These estimated flows are discounted with the swap zero curve for the reference period of the contract.

The effect of the credit risk on the valuation of the interest rate swaps depends on the future settlement. If the settlement is favorable for the Company, the counterparty credit spread will be incorporated to quantify the probability of default at maturity. If the expected settlement is negative for the Company, its own credit risk will be applied to the final settlement.

Classic models for valuing interest rate swaps use deterministic valuation of the future of variable rates, based on future outlooks. When quantifying credit risk, this model is limited by considering only the risk for the current paying party, ignoring the fact that the derivative could change sign at maturity. A payer and receiver swaption model is proposed for these cases. This enables the associated risk in each swap position to be reflected. Thus, the model shows each agent’s exposure, on each payment date, as the value of entering into the ‘tail’ of the swap, i.e. the live part of the swap.

Variables (Inputs)

Interest rate derivative valuation models use the corresponding interest rate curves for the relevant currency and underlying reference in order to estimate the future cash flows and to discount them. Market prices for deposits, futures contracts and interest rate swaps are used to construct these curves. Interest rate options (caps and floors) also use the volatility of the reference interest rate curve.

To estimate the credit risk of the counterparty, the credit default swap (CDS) spreads curve is obtained in the market for important individual issuers. For less liquid issuers, the spreads curve is estimated using comparable CDSs or based on the country curve. To estimate proprietary credit risk, prices of debt issues in the market and CDSs for the sector and geographic location are used.

The fair value of the financial instruments that results from the aforementioned internal models takes into account, among other factors, the terms and conditions of the contracts and observable market data, such as interest rates, credit risk and volatility. The valuation models do not include significant levels of subjectivity, since these methodologies can be adjusted and calibrated, as appropriate, using the internal calculation of fair value and subsequently compared to the corresponding actively traded price. However, valuation adjustments may be necessary when the listed market prices are not available for comparison purposes.

2.9. Trade and other receivables

Trade and other receivables are amounts due from customers for sales in the normal course of business. They are recognized initially at fair value and subsequently measured at amortized cost using the effective interest rate method, less allowance for doubtful accounts. Trade receivables due in less than one year are carried at their face value at both initial recognition and subsequent measurement, provided that the effect of not discounting flows is not significant.

An allowance for doubtful accounts is recorded when there is objective evidence that the Company will not be able to recover all amounts due as per the original terms of the receivables. The Company has established a provision matrix that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

2.10. Cash and cash equivalents

Cash and cash equivalents include cash in hand, cash in bank and other highly-liquid current investments with an original maturity of three months or less which are held for the purpose of meeting short-term cash commitments.

2.11. Grants

Grants are recognized at fair value when it is considered that there is a reasonable assurance that the grant will be received and that the necessary qualifying conditions, as agreed with the entity assigning the grant, will be adequately complied with.

Grants are recorded as liabilities in the consolidated statement of financial position and are recognized in “Other operating income” in the consolidated income statement based on the period necessary to match them with the costs they intend to compensate.

In addition, as described in Note 2.12 below, grants correspond also to loans with interest rates below market rates, for the initial difference between the fair value of the loan and the proceeds received.

2.12. Loans and borrowings

Loans and borrowings are initially recognized at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortized cost and any difference between the proceeds initially received (net of transaction costs incurred in obtaining such proceeds) and the repayment value is recognized in the consolidated income statement over the duration of the borrowing using the effective interest rate method.

Loans with interest rates below market rates are initially recognized at fair value in liabilities and the difference between proceeds received from the loan and its fair value is initially recorded within "Grants and Other liabilities" in the consolidated statement of financial position, and subsequently recorded in "Other operating income" in the consolidated income statement when the costs financed with the loan are expensed.

Lease liabilities are recognized by the Company at the commencement date of the lease at the present value of lease payments to be made over the lease term. The lease payments include the exercise price of a purchase option reasonably certain to be exercised by the Company and payments of penalties for terminating the lease, if the lease term reflects the Company exercising the option to terminate. In calculating the present value of lease payments, the Company uses its incremental borrowing rate at the lease commencement date considering that the interest rate implicit in the lease is not readily determinable.

2.13. Bonds and notes

The Company initially recognizes ordinary notes at fair value, net of issuance costs incurred. Subsequently, notes are measured at amortized cost until settlement upon maturity. Any other difference between the proceeds obtained (net of transaction costs) and the redemption value is recognized in the consolidated income statement over the term of the debt using the effective interest rate method.

2.14. Income taxes

Current income tax expense is calculated on the basis of the tax laws in force as of the date of the consolidated statement of financial position in the countries in which the subsidiaries and associates operate and generate taxable income.

Deferred income tax is calculated in accordance with the liability method, based upon the temporary differences arising between the carrying amount of assets and liabilities and their tax base. Deferred income tax is determined using tax rates and regulations which are expected to apply at the time when the deferred tax is realized.

Deferred tax assets are recognized only when it is probable that sufficient future taxable profit will be available to use deferred tax assets.

2.15. Trade payables and other liabilities

Trade payables are obligations arising from purchases of goods and services in the ordinary course of business and are recognized initially at fair value and are subsequently measured at their amortized cost using the effective interest method. Other liabilities are obligations not arising in the normal course of business and which are not treated as financing transactions. Advances received from customers are recognized as "Trade payables and other current liabilities".

2.16. Foreign currency transactions

The consolidated financial statements are presented in U.S. dollars, which is Atlantica's functional and presentation currency. Financial statements of each subsidiary within the Company are measured in the currency of the principal economic environment in which the subsidiary operates, which is the subsidiary's functional currency.

Transactions denominated in a currency different from the subsidiary's functional currency are translated into the subsidiary's functional currency applying the exchange rates in force at the time of the transactions. Foreign currency gains and losses that result from the settlement of these transactions and the translation of monetary assets and liabilities denominated in foreign currency at the year-end rates are recognized in the consolidated income statement, unless they are deferred in equity, as occurs with cash flow hedges and net investment in foreign operations hedges.

Assets and liabilities of subsidiaries with a functional currency different from the Company's reporting currency are translated to U.S. dollars at the exchange rate in force at the closing date of the financial statements. Income and expenses are translated into U.S. dollars using the average annual exchange rate, which does not differ significantly from using the exchange rates of the dates of each transaction. The difference between equity translated at the historical exchange rate and the net financial position that results from translating the assets and liabilities at the closing rate is recorded in equity under the heading "Accumulated currency translation differences".

Results of companies carried under the equity method are translated at the average annual exchange rate.

2.17. Equity

The Company has recyclable balances in its equity, corresponding mainly to hedge reserves and translation differences arising from currency conversion in the preparation of these consolidated financial statements. These balances have been presented separately in Equity.

Non-controlling interest represents interest from other partners in entities included in these consolidated financial statements which are not fully owned by Atlantica as of the dates presented.

Parent company reserves together with the Share capital represent the Parent's net investment in the entities included in these consolidated financial statements.

2.18. Provisions and contingencies

Provisions are recognized when:

- there is a present obligation, either legal or constructive, as a result of past events;
- it is more likely than not that there will be a future outflow of resources to settle the obligation; and
- the amount has been reliably estimated.

Provisions are initially measured at the present value of the expected outflows required to settle the obligation and subsequently valued at amortized cost following the effective interest method. The balance of provisions disclosed in the Notes reflects management's best estimate of the potential exposure as of the date of preparation of the consolidated financial statements.

Contingent liabilities are possible obligations, existing obligations with low probability of a future outflow of economic resources and existing obligations where the future outflow cannot be reliably estimated. Contingences are not recognized in the consolidated statements of financial position unless they have been acquired in a business combination.

Some companies included in the group have dismantling provisions, which are intended to cover future expenditures related to the dismantlement of the plants and it will be likely to be settled with an outflow of resources in the long term (over 5 years).

Such provisions are accrued when the obligation for dismantling, removing and restoring the site on which the plant is located, is incurred, which is usually during the construction period. The provision is measured in accordance with IAS 37, "Provisions, Contingent Liabilities and Contingent Assets" and is recorded as a liability under the heading "Grants and other liabilities" of the Financial Statements, and the corresponding entry as part of the cost of the plant under the heading "Contracted concessional assets."

2.19. Use of estimates

Some of the accounting policies applied require the application of significant judgment by management to select the appropriate assumptions to determine these estimates. These assumptions and estimates are based on the historical experience, advice from experienced consultants, forecasts and other circumstances and expectations as of the close of the financial period. The assessment is considered in relation to the global economic situation of the industries and regions where the Company operates, taking into account future development of the businesses of the Company. By their nature, these judgments are subject to an inherent degree of uncertainty; therefore, actual results could materially differ from the estimates and assumptions used. In such cases, the carrying values of assets and liabilities are adjusted.

The most critical accounting policies, which reflect significant management estimates and judgment to determine amounts in these consolidated financial statements, are as follows:

- Contracted concessional agreements and PPAs.
- Impairment of intangible assets and property, plant and equipment.
- Assessment of control.
- Derivative financial instruments and fair value estimates.
- Income taxes and recoverable amount of deferred tax assets.

As of the date of preparation of these consolidated financial statements, no relevant changes in the estimates made are anticipated and, therefore, no significant changes in the value of the assets and liabilities recognized at December 31, 2019, are expected.

Although these estimates and assumptions are being made using all available facts and circumstances, it is possible that future events may require management to amend such estimates and assumptions in future periods. Changes in accounting estimates are recognized prospectively, in accordance with IAS 8, in the consolidated income statement of the year in which the change occurs.

Note 3.- Financial risk management

Atlantica's activities are exposed to various financial risks: market risk (including currency risk and interest rate risk), credit risk and liquidity risk. Risk is managed by the Company's Risk Finance and Compliance Departments, which are responsible for identifying and evaluating financial risks quantifying them by project, region and company, in accordance with mandatory internal management rules. Written internal policies exist for global risk management, as well as for specific areas of risk. In addition, there are official written management regulations regarding key controls and control procedures for each company and the implementation of these controls is monitored through internal audit procedures.

a) Market risk

The Company is exposed to market risk, such as movement in foreign exchange rates and interest rates. All of these market risks arise in the normal course of business and the Company does not carry out speculative operations. For the purpose of managing these risks, the Company uses a series of interest rate swaps and options, and currency options. None of the derivative contracts signed has an unlimited loss exposure.

- Interest rate risk

Interest rate risk arises when the Company's activities are exposed to changes in interest rates, which arises from financial liabilities at variable interest rates. The main interest rate exposure for the Company relates to the variable interest rate with reference to the Libor and Euribor. To minimize the interest rate risk, the Company primarily uses interest rate swaps and interest rate options (caps), which, in exchange for a fee, offer protection against an increase in interest rates. The Company does not use derivatives for speculative purposes.

As a result, the notional amounts hedged, strikes contracted and maturities, depending on the characteristics of the debt on which the interest rate risk is being hedged, are very diverse, including the following:

o Project debt in Euros: the Company hedges between 81% and 100% of the notional amount, maturities until 2030 and average guaranteed strike interest rates of between 0.89%% and 4.87%.

o Project debt in U.S. dollars: the Company hedges between 70% and 100% of the notional amount, including maturities until 2034 and average guaranteed strike interest rates of between 1.98% and 5.27%.

In connection with the interest rate derivative positions of the Company, the most significant impacts on these consolidated financial statements are derived from the changes in EURIBOR or LIBOR, which represent the reference interest rate for most of the debt of the Company. In the event that Euribor and Libor had risen by 25 basis points as of December 31, 2019, with the rest of the variables remaining constant, the effect in the consolidated income statement would have been a loss of $2,745 thousand (a loss of $2,731 thousand in 2018 and a loss of $1,066 thousand in 2017) and an increase in hedging reserves of $27,570 thousand ($32,928 thousand in 2018 and $39,142 thousand in 2017). The increase in hedging reserves would be mainly due to an increase in the fair value of interest rate swaps designated as hedges.

A breakdown of the interest rates derivatives as of December 31, 2019 and 2018, is provided in Note 9.

- Currency risk

The main cash flows in the entities included in these consolidated financial statements are cash collections arising from long-term contracts with clients and debt payments arising from project finance repayment. Given that financing of the projects is always closed in the same currency in which the contract with client is signed, a natural hedge exists for the main operations of the Company.

In addition, the Company policy is to contract currency options with leading financial institutions, which guarantee a minimum Euro-U.S. dollar exchange rate on the net distributions expected from Spanish solar assets. The net Euro exposure is 100% covered for the coming 12 months and 75% for the following 12 months on a rolling basis.

b) Credit risk

The Company considers that it has a limited credit risk with clients as revenues derive from power purchase agreements with electric utilities and state-owned entities. On January 29, 2019, PG&E, the off-taker for Atlantica with respect to the Mojave plant, filed for reorganization under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of California (the "Bankruptcy Court"). As a consequence, PG&E did not pay the portion of the invoice corresponding to the electricity delivered for the period between January 1 and January 28, 2019, which was due on February 25, given that the services relate to the pre-petition period and any payment therefore would require approval by the Bankruptcy Court. However, PG&E has paid all invoices corresponding to the electricity delivered after January 28 and has continued to be in compliance with the remaining terms and conditions of the PPA.

c) Liquidity risk

Atlantica's liquidity and financing policy is intended to ensure that the Company maintains sufficient funds to meet our financial obligations as they fall due.

Project finance borrowing permits the Company to finance the project through project debt and thereby insulate the rest of its assets from such credit exposure. The Company incurs in project-finance debt on a project-by-project basis.

The repayment profile of each project is established on the basis of the projected cash flow generation of the business. This ensures that sufficient financing is available to meet deadlines and maturities, which mitigates the liquidity risk significantly.

Note 4.- Financial information by segment

Atlantica's segment structure reflects how management currently makes financial decisions and allocates resources. Its operating and reportable segments are based on the following geographies where the contracted concessional assets are located:

- North America
- South America
- EMEA

Based on the type of business, as of December 31, 2019 the Company had the following business sectors:

Renewable energy: Renewable energy assets include two solar plants in the United States, Solana and Mojave, each with a gross capacity of 280 MW and located in Arizona and California, respectively. The Company owns eight solar platforms in Spain: Solacor 1 and 2 with a gross capacity of 100 MW, PS10 and PS20 with a gross capacity of 31 MW, Solaben 2 and 3 with a gross capacity of 100 MW, Helioenergy 1 and 2 with a gross capacity of 100 MW, Helios 1 and 2 with a gross capacity of 100 MW, Solnova 1, 3 and 4 with a gross capacity of 150 MW, Solaben 1 and 6 with a gross capacity of 100 MW and Seville PV with a gross capacity of 1 MW. The Company also owns a solar plant in South Africa, Kaxu with a gross capacity of 100 MW. Additionally, the Company owns three wind farms in Uruguay, Palmatir, Cadonal and Melowind, with a gross capacity of 50 MW each, and a hydroelectric power plant in Peru with a gross capacity of 4 MW.

Efficient natural gas: Efficient natural gas assets include (i) ACT, a 300 MW cogeneration plant in Mexico, which is party to a 20-year take-or-pay contract with Pemex for the sale of electric power and steam, and (ii) a minority interest in Monterrey, a 142 MW gas-fired engine facility including 130 MW installed capacity and 12 MW battery capacity.

Electric transmission lines: Electric transmission assets include (i) three lines in Peru, ATN, ATS and ATN2, spanning a total of 1,029 miles; and (ii) four lines in Chile, Quadra 1, Quadra 2, Palmucho and Chile TL3, spanning a total of 137 miles.

Water: Water assets include a minority interest in two desalination plants in Algeria, Honaine and Skikda with an aggregate capacity of 10.5 M ft^3 per day.

Atlantica's Chief Operating Decision Maker (CODM) assesses the performance and assignment of resources according to the identified operating segments. The CODM considers the revenues as a measure of the business activity and the Further Adjusted EBITDA as a measure of the performance of each segment. Further Adjusted EBITDA is calculated as profit/(loss) for the period attributable to the parent company, after adding back loss/(profit) attributable to non-controlling interests from continued operations, income tax, share of profit/(loss) of associates carried under the equity method, finance expense net, depreciation, amortization and impairment charges of entities included in these consolidated financial statements, and compensations received from Abengoa in lieu of Abengoa Concessões Brasil Holding ("ACBH") dividends (for the period up to the first quarter of 2017 only).

In order to assess performance of the business, the CODM receives reports of each reportable segment using revenues and Further Adjusted EBITDA. Net interest expense evolution is assessed on a consolidated basis. Financial expense and amortization are not taken into consideration by the CODM for the allocation of resources.

In the years ended December 31, 2019 and December 31, 2018 Atlantica had four customers with revenues representing more than 10% of the total revenues, three in the renewable energy and one in the efficient natural gas business sectors.

a) The following tables show Revenues and Further Adjusted EBITDA by operating segments and business sectors for the years 2019, 2018 and 2017:

	Revenue			Further Adjusted EBITDA		
	For the year ended December 31,			For the year ended December 31,		
Geography	**2019**	**2018**	**2017**	**2019**	**2018**	**2017**
North America	$ 332,965	$ 357,177	$ 332,705	$ 305,085	$ 308,748	$ 282,328
South America	142,207	123,214	120,797	115,346	100,234	108,766
EMEA	536,280	563,431	554,879	390,774	441,625	388,216
Total	**$ 1,011,452**	**$ 1,043,822**	**$ 1,008,381**	**$ 811,204**	**$ 850,607**	**$ 779,310**

	Revenue			Further Adjusted EBITDA		
	For the year ended December 31,			For the year ended December 31,		
Business sectors	**2019**	**2018**	**2017**	**2019**	**2018**	**2017**
Renewable energy	$ 761,090	$ 793,557	$ 767,226	$ 603,666	$ 664,428	$ 569,193
Efficient natural gas	122,281	130,799	119,784	107,457	93,858	106,140
Electric transmission lines	103,453	95,998	95,096	85,657	78,461	87,695
Water	24,629	23,468	26,275	14,424	13,860	16,282
Total	**$ 1,011,452**	**$ 1,043,822**	**$ 1,008,381**	**$ 811,204**	**$ 850,607**	**$ 779,310**

The reconciliation of segment Further Adjusted EBITDA with the profit/(loss) attributable to the parent company is as follows:

	For the year ended December 31,		
	2019	**2018**	**2017**
Profit/(Loss) attributable to the Company	$ 62,135	$ 41,596	$ (111,804)
Profit attributable to non-controlling interests	12,473	13,673	6,917
Income tax	30,950	42,659	119,837
Share of profits/(losses) of associates	(7,457)	(5,231)	(5,351)
Dividend from exchangeable preferred equity investment in ACBH (Note 21)	-	-	10,383
Financial expense, net	402,348	395,213	448,368
Depreciation, amortization, and impairment charges	310,755	362,697	310,960
Total segment Further Adjusted EBITDA	**$ 811,204**	**$ 850,607**	**$ 779,310**

b) The assets and liabilities by operating segments (and business sector) at the end of 2019 and 2018 are as follows:

Assets and liabilities by geography as of December 31, 2019:

	North America	South America	EMEA	Balance as of December 31, 2019
Assets allocated				
Contracted concessional assets	3,299,198	1,186,552	3,675,379	8,161,129
Investments carried under the equity method	90,847	-	49,078	139,925
Current financial investments	159,267	29,190	20,673	209,131
Cash and cash equivalents (project companies)	181,458	80,909	234,097	496,464
Subtotal allocated	**3,730,771**	**1,296,652**	**3,979,227**	**9,006,649**
Unallocated assets				
Other non-current assets				239,553
Other current assets (including cash and cash equivalents at holding company level)				413,613
Subtotal unallocated				**653,166**
Total assets				**9,659,815**

	North America	South America	EMEA	Balance as of December 31, 2019
Liabilities allocated				
Long-term and short-term project debt	1,676,251	884,835	2,291,262	4,852,348
Grants and other liabilities	1,490,679	12,864	138,209	1,641,752
Subtotal allocated	**3,166,930**	**897,699**	**2,429,471**	**6,494,100**
Unallocated liabilities				
Long-term and short-term corporate debt				723,791
Other non-current liabilities				564,855
Other current liabilities				162,213
Subtotal unallocated				**1,450,859**
Total liabilities				**7,944,959**
Equity unallocated				**1,714,856**
Total liabilities and equity unallocated				**3,165,715**
Total liabilities and equity				**9,659,815**

Assets and liabilities by geography as of December 31, 2018:

	North America	South America	EMEA	Balance as of December 31, 2018
Assets allocated				
Contracted concessional assets	3,453,652	1,210,624	3,884,905	8,549,181
Investments carried under the equity method	-	-	53,419	53,419
Current financial investments	147,213	61,959	30,080	239,252
Cash and cash equivalents (project companies)	195,678	41,316	287,456	524,450
Subtotal allocated	**3,796,543**	**1,313,899**	**4,255,860**	**9,366,302**
Unallocated assets				
Other non-current assets				188,736
Other current assets (including cash and cash equivalents at holding company level)				363,993
Subtotal unallocated				**552,729**
Total assets				**9,919,031**

	North America	South America	EMEA	Balance as of December 31, 2018
Liabilities allocated				
Long-term and short-term project debt	1,725,961	900,801	2,464,352	5,091,114
Grants and other liabilities	1,527,724	7,550	122,852	1,658,126
Subtotal allocated	**3,253,685**	**908,351**	**2,587,204**	**6,749,240**
Unallocated liabilities				
Long-term and short-term corporate debt				684,073
Other non-current liabilities				523,827
Other current liabilities				205,779
Subtotal unallocated				**1,413,679**
Total liabilities				**8,162,919**
Equity unallocated				**1,756,112**
Total liabilities and equity unallocated				**3,169,791**
Total liabilities and equity				**9,919,031**

Assets and liabilities by business sectors as of December 31, 2019:

	Renewable energy	Efficient natural gas	Electric transmission lines	Water	Balance as of December 31, 2019
Assets allocated					
Contracted concessional assets	6,644,024	559,069	872,757	85,280	8,161,129
Investments carried under the equity method	77,549	17,154	-	45,222	139,925
Current financial investments	13,798	148,723	28,237	18,373	209,131
Cash and cash equivalents (project companies)	421,198	11,850	53,868	9,548	496,464
Subtotal allocated	**7,156,568**	**736,796**	**954,862**	**158,423**	**9,006,649**
Unallocated assets					
Other non-current assets					239,553
Other current assets (including cash and cash equivalents at holding company level)					413,613
Subtotal unallocated					**653,166**
Total assets					**9,659,815**

	Renewable energy	Efficient natural gas	Electric transmission lines	Water	Balance as of December 31, 2019
Liabilities allocated					
Long-term and short-term project debt	3,658,507	529,350	640,160	24,331	4,852,348
Grants and other liabilities	1,634,361	146	6,517	728	1,641,752
Subtotal allocated	**5,292,868**	**529,495**	**646,677**	**25,059**	**6,494,100**
Unallocated liabilities					
Long-term and short-term corporate debt					723,791
Other non-current liabilities					564,855
Other current liabilities					162,213
Subtotal unallocated					**1,450,859**
Total liabilities					**7,944,959**
Equity unallocated					**1,714,856**
Total liabilities and equity unallocated					**3,165,715**
Total liabilities and equity					**9,659,815**

Assets and liabilities by business sectors as of December 31, 2018:

	Renewable energy	Efficient natural gas	Electric transmission lines	Water	Balance as of December 31, 2018
Assets allocated					
Contracted concessional assets	6,998,020	580,997	882,980	87,184	8,549,181
Investments carried under the equity method	10,257	-	-	43,162	53,419
Current financial investments	15,396	147,192	61,102	15,562	239,252
Cash and cash equivalents (project companies)	453,096	45,625	14,043	11,686	524,450
Subtotal allocated	**7,476,769**	**773,814**	**958,125**	**157,594**	**9,366,302**
Unallocated assets					
Other non-current assets					188,736
Other current assets (including cash and cash equivalents at holding company level)					363,993
Subtotal unallocated					**552,729**
Total assets					**9,919,031**

	Renewable energy	Efficient natural gas	Electric transmission lines	Water	Balance as of December 31, 2018
Liabilities allocated					
Long-term and short-term project debt	3,868,626	545,123	647,820	29,545	5,091,114
Grants and other liabilities	1,656,146	161	1,025	794	1,658,126
Subtotal allocated	**5,524,772**	**545,284**	**648,845**	**30,339**	**6,749,240**
Unallocated liabilities					
Long-term and short-term corporate debt					684,073
Other non-current liabilities					523,827
Other current liabilities					205,779
Subtotal unallocated					**1,413,679**
Total liabilities					**8,162,919**
Equity unallocated					**1,756,112**
Total liabilities and equity unallocated					**3,169,791**
Total liabilities and equity					**9,919,031**

c) The amount of depreciation, amortization and impairment charges recognized for the years ended December 31, 2019, 2018 and 2017 are as follows:

	For the year ended December 31,		
Depreciation, amortization and impairment by geography	**2019**	**2018**	**2017**
North America	(116,232)	(166,046)	(123,726)
South America	(47,844)	(42,368)	(40,880)
EMEA	(146,679)	(154,283)	(146,354)
Total	**(310,755)**	**(362,697)**	**(310,960)**

	For the year ended December 31,		
Depreciation, amortization and impairment by business sectors	**2019**	**2018**	**2017**
Renewable energy	(286,907)	(323,538)	(282,376)
Electric transmission lines	(27,490)	(28,925)	(28,584)
Efficient natural gas	3,102	(10,334)	-
Water	541	100	-
Total	**(310,755)**	**(362,697)**	**(310,960)**

Note 5.- Changes in the scope of the consolidated financial statements

For the year ended December 31, 2019

On May 24, 2019, Atlantica and Algonquin formed Atlantica Yield Energy Solutions Canada Inc. ("AYES Canada"), a vehicle to channel co-investment opportunities in which Atlantica holds the majority of voting rights. The first investment was in Amherst Island, a 75 MW wind plant in Canada owned by the project company Windlectric, Inc. ("Windlectric"). Atlantica invested $4.9 million and Algonquin invested $92.3 million, both through AYES Canada, which in turn invested those funds in Amherst Island Partnership ("AIP"), the holding company of Windlectric. Atlantica accounts for the investment in AIP and ultimately Windlectric under the equity method as per IAS 28, Investments in Associates and Joint Ventures. Since Atlantica has control over AYES Canada under IFRS 10 "Consolidated Financial Statements", its consolidated financial statements initially showed a total investment in the Amherst Island project of $97.2 million, accounted for as "Investments carried under the equity method" (Note 7) and Algonquin's portion of that investment of $92.3 million as "Non-controlling interest".

On August 2, 2019, the Company closed the acquisition of a 30% stake in Monterrey, a 142 MW gas-fired engine facility with batteries. The total investment amounted to $42 million, out of which $17 million is an equity investment, and the rest is a shareholder loan classified as financial investments in these consolidated financial statements. The acquisition has been accounted for in the consolidated accounts of Atlantica, in accordance with IAS 28, Investments in Associates.

On August 2, 2019, the Company closed the acquisition of a 100% stake in ASI Operations LLC ("ASI Ops"), the company that performs the operation and maintenance services for the Solana and Mojave plants. The total equity investment amounted to $6 million. The acquisition has been accounted for in the consolidated financial statements of Atlantica, in accordance with IFRS 3, Business Combinations.

On October 22, 2019, the Company closed the acquisition of ATN Expansion 2 from Enel Green Power Peru, for a total equity investment of $20 million, controlling the asset from this date. Transfer of the concession agreement is pending authorization from the Ministry of Energy in Peru. If this authorization were not to be obtained within an eight-month period from the acquisition date, the transaction would be reversed with no penalties to Atlantica. Enel Green Power Peru issued a bank guarantee to face this potential repayment obligation to Atlantica. The purchase has been accounted for in the consolidated accounts of Atlantica, in accordance with IFRS 3, Business Combinations.

Impact of changes in the scope in the consolidated financial statements

The amount of assets and liabilities integrated at the effective acquisition date for the aggregated change in scope is shown in the following table:

	Asset Acquisition for the year ended December 31, 2019
Concessional assets (Note 6)	28,738
Investments carried under the equity method (Note 7)	113,897
Other non-current assets	25,342
Current assets	1,503
Deferred tax liabilities (Note 18)	(2,539)
Other current and non-current liabilities	(1,512)
Non-controlling interests	(92,303)
Asset acquisition - purchase price	(73,126)
Net result of the asset acquisition	-

The allocation of the purchase prices is provisional as of December 31, 2019 for some of the acquisitions. As such, the amounts indicated may be adjusted during the measurement period to reflect new information obtained about facts and circumstances that existed at the acquisition date that, if known, would have affected the amounts recognized as of December 31, 2019. The measurement period will not exceed one year from the acquisition dates.

The amount of revenue contributed by the acquisitions performed during 2019 to the consolidated financial statements of the Company for the year 2019 is $0.3 million, and the amount of profit after tax is $0.5 million. Had the acquisitions been consolidated from January 1, 2019, the consolidated statement of comprehensive income would have included additional revenue of $2.3 million and additional loss after tax of $2.4 million.

For the year ended December 31, 2018

On February 28, 2018, the Company completed the acquisition of a 100% stake in Hidrocañete, S.A. (Mini-Hydro). Total purchase price for this asset amounted to $9.3 million. The purchase was accounted for in the consolidated accounts of Atlantica, in accordance with IFRS 3, Business Combinations.

On October 10, 2018, the Company completed the acquisition of a 5% stake in Gas CA-KU-A1, S.A.P.I de C.V. (Pemex Transportation System or "PTS"). The purchase was accounted for in the consolidated accounts of Atlantica, in accordance with IAS 28, Investments in Associates. Consideration for the initial 5% will amount to approximately $7 million and will be disbursed progressively. The project is expected to enter operation in the first half of 2020.

On December 11, 2018, the Company completed the acquisition of a transmission line in Chile (Chile TL3). The total purchase price for this asset amounted to $6.0 million. The purchase was accounted for in the consolidated accounts of Atlantica, in accordance with IFRS 3, Business Combinations.

On December 13, 2018, the Company completed the acquisition of a 100% stake in Estrellada, S.A. (Melowind). Total purchase price for this asset amounted to $45.3 million. The purchase was accounted for in the consolidated accounts of Atlantica, in accordance with IFRS 3, Business Combinations.

On December 28, 2018, the Company completed the acquisition of a power substation and two small transmission lines in Peru, being an expansion of the ATN transmission line ("ATN Expansion 1"). Total purchase price for this asset amounted to $16.0 million. The purchase was accounted for in the consolidated accounts of Atlantica, in accordance with IFRS 3, Business Combinations.

Impact of changes in the scope in the consolidated financial statements

The amount of assets and liabilities integrated at the effective acquisition date for the aggregated change in scope is shown in the following table:

	Asset Acquisition for the year ended December 31, 2018
Concessional assets (Note 6)	155,909
Investments carried under the equity method (Note 7)	1
Current assets	5,646
Project debt long term (Note 15)	(79,016)
Deferred tax liabilities (Note 18)	(590)
Project debt short term (Note 15)	(2,346)
Other current and non-current liabilities	(3,000)
Asset acquisition - purchase price	(76,604)
Net result of the asset acquisition	-

The allocation of the purchase prices was provisional as of December 31, 2018 for some of the acquisitions that were made effective near to year end. No significant adjustments were made in 2019 to the amounts indicated in the table above during the measurement period (one year from the acquisition dates).

The amount of revenue contributed by the acquisitions performed during 2018 to the consolidated financial statements of the Company for the year 2018 was $1.8 million, and the amount of loss after tax was $0.3 million. Had the acquisitions been consolidated from January 1, 2018, the consolidated statement of comprehensive income would have included additional revenue of $13.3 million and additional loss after tax of $0.7 million.

Note 6.- Contracted concessional assets

Contracted concessional assets include fixed assets financed through project debt, related to service concession arrangements recorded in accordance with IFRIC 12, except for Palmucho, which is recorded in accordance with IFRS 16, and PS10, PS20, Seville PV, Mini-Hydro and Chile TL3 which are recorded as property plant and equipment in accordance with IAS 16. Concessional assets recorded in accordance with IFRIC 12 are either intangible or financial assets. As of December 31, 2019, contracted concessional financial assets amount to $819,146 thousand ($843,291 thousand as of December 31, 2018).

For further details on the application of IFRIC 12 to projects, see Appendix III.

a) The following table shows the movements of contracted concessional assets included in the heading "Contracted Concessional assets" for 2019:

Cost

Total as of January 1, 2019	10,475,828
Additions	1,431
Subtractions	(23,186)
Change in the scope of the consolidated financial statements (Note 5)	28,738
Translation differences	(81,941)
Reclassification and other movements	(16,273)
Total as of December 31, 2019	**10,384,597**

Accumulated amortization

Total as of January 1, 2019	(1,926,647)
Additions	(310,755)
Translation differences	15,778
Reclassification and other movements	(1,844)
Total accum. amort. as of December 31, 2019	**(2,223,468)**
Net balance at December 31, 2019	**8,161,129**

During 2019, contracted concessional assets decreased primarily due to the effect of the depreciation of the Euro against the U.S. dollar for the year ended December 31, 2019 compared to the year ended December 31, 2018 and to the amortization charge for the year.

Other relevant movements in the cost of contracted concessional assets are an increase for the acquisition of new concessional assets (see Note 5), offset by a decrease for the payments received from Abengoa by Solana in January, June and December 2019 further to Abengoa´s obligation as EPC Contractor for a total amount of $22.2 million (Note 15).

The decrease included in "Reclassification and other movements" is mainly due to the reclassification from the long to the short term of the current portion of the contracted concessional financial assets.

Rights of use, as a result of applying IFRS 16, Leases, amounts to $54.0 million as of December 31, 2019 ($57.5 million at December 31, 2018). The decrease is mainly due to the amortization for the year.

The Company has not identified any triggering event of impairment for its contracted concessional assets, and consequently, no losses from impairment of contracted concessional assets were recorded during the year ended December 31, 2019. Likewise, during 2019, and as part of the triggering event analysis, Solana impairment test was updated, confirming the conclusions reached.

b) The following table shows the movements of contracted concessional assets included in the heading "Contracted Concessional assets" for 2018:

Cost

Total as of January 1, 2018	10,633,769
Additions	10,463
Application of IFRS 16 – Leases effective January 1, 2018	62,982
Subtractions	(92,814)
Change in the scope of the consolidated financial statements (Note 5)	170,040
Translation differences	(280,680)
Reclassification and other movements	(27,932)
Total as of December 31, 2018	**10,475,828**

Accumulated amortization

Total as of January 1, 2018	(1,549,499)
Application of IFRS9 - Expected Credit Losses effective January 1, 2018	(53,048)
Additions	(362,697)
Change in the scope of the consolidated financial statements (Note 5)	(14,131)
Translation differences	52,728
Total accum. amort. as of December 31, 2018	**(1,926,647)**
Net balance at December 31, 2018	**8,549,181**

During 2018, contracted concessional assets decreased primarily due to the effect of the depreciation of the Euro against the U.S. dollar for the year ended December 31, 2019 compared to the year ended December 31, 2018 and to the amortization charge for the year.

Other relevant movements in the cost of contracted concessional assets are an increase for the acquisition of new concessional assets (see Note 5), the impact of the application of IFRS 16, ´Leases´ from January 1, 2018, partially offset by a decrease for the payments received from Abengoa by Solana in March and December 2018 further to Abengoa´s obligation as EPC Contractor.

Amortization and impairment amount includes the recognition of impairment provisions based on expected credit losses due to the application of IFRS 9, ´Financial instruments´ from January 1, 2018.

The decrease included in “Reclassification and other movements” was mainly due to the reclassification from the long to the short term of the current portion of the contracted concessional financial assets.

Considering the lower production compared with the run-rate production expected for Solana due to the technical issues experienced since COD in the asset and the uncertainty around level of production in the future, the Company identified a triggering event of impairment during the year 2018 in compliance with IAS 36, Impairment of Assets. As a result, an impairment test has been performed resulting in the recording of an impairment loss of $42,721 thousand as of December 31, 2018.

The impairment had been recorded within the line “Depreciation, amortization and impairment charges” of the consolidated income statement, decreasing the amount of “Contracted concessional assets” pertaining to the Renewable energy sector and North America geography. The recoverable amount considered was the value in use and amounted to $1,141,209 thousand for Solana, as of December 31, 2018. A specific discount rate had been used in each year considering changes in the debt/equity leverage ratio over the useful life of this project, resulting in the use of a range of discount rates between 5.0% and 5.8%.

An adverse change in the key assumptions which are individually used for the valuation could lead to future impairment recognition; specifically, a 5% decrease in generation over the entire remaining useful life (PPA) of the project would have generated an additional impairment of approximately $72 million. An increase of 50 basis points in the discount rate would have lead to an additional impairment of approximately $50 million.

In addition, the Company identified a triggering event of impairment for Mojave as a result of the negative credit outlooks of Pacific Gas and Electric Company, the off-taker of the plant, as of December 31, 2018. This project was within the Renewable energy sector and North America geography. The Company therefore performed an impairment test as of December 31, 2018, which resulted in the recoverable amount (value in use) exceeding the carrying amount of the asset by 10%. To determine the value in use of the asset, a specific discount rate had been used in each year considering changes in the debt/equity leverage ratio over the useful life of this project, resulting in the use of a range of discount rates between 4.6% and 5.8%.

An adverse change in the key assumptions which are individually used for the valuation would not have lead to future impairment recognition; neither in case of a 5% decrease in generation over the entire remaining useful life (PPA) of the project nor in case of an increase of 50 basis points in the discount rate.

Note 7.- Investments carried under the equity method

The table below shows the breakdown and the movement of the investments held in associates for 2019 and 2018:

Investments in associates	**2019**	**2018**
Initial balance	53,419	55,784
Share of (loss)/profit	7,457	5,231
Dividend distribution	(30,528)	(4,463)
Equity distribution	(6,252)	(122)
Change in the scope of the consolidated financial statements (Note 5)	113,897	-
Others (incl. currency translation differences)	1,932	(3,011)
Final balance	**139,925**	**53,419**

During 2019, investments carried under the equity method increase primarily due to the acquisition of Amherst Island ($97.2 million) and Monterrey ($16.6 million) (see Note 5). The increase has been partially offset by the dividend distributions of Amherst Island Partnership ($25.9 million) and Geida Tlemcen S.L.($4.6 million).

The tables below show a breakdown of stand-alone amounts of assets, revenues and profit and loss as well as other information of interest for the years 2019 and 2018 for the associated companies:

Company	**% Shares**	**Non-current assets**	**Current assets**	**Non-current liabilities**	**Current liabilities**	**Revenue**	**Operating profit/ (loss)**	**Net profit/ (loss)**	**Investment under the equity method**
Evacuación Valdecaballeros, S.L.	57.16	18,584	1,268	13,145	783	694	(277)	(303)	2,348
Myah Bahr Honaine, S.P.A.(*)	25.50	184,332	63,148	71,614	13,562	51,504	33,372	30,186	45,222
Pectonex, R.F. Proprietary Limited	50.00	3,074	-	-	2	-	(190)	(190)	1,391
Evacuación Villanueva del Rey, S.L	40.02	2,946	107	1,841	225	-	47	-	-
Ca Ku A1, S.A.P.I de CV (PTS)	5.00	486,179	55,423	-	543,077	-	(39)	(495)	-
Pemcorp SAPI de CV (**)	30.00	125,301	72,669	197,324	5,090	32,302	5,737	(10.073)	17,179
ABY Infraestructuras S.L.U.	20.00	-	59	-	-	-	(104)	(101)	11
Windlectric Inc (***)	30.00	319,041	10,655	232,938	22,424	24,867	11,125	(6,537)	73,693
Other renewable energy joint ventures (****)	50.00	47	146	6	70	-	(46)	(46)	81
As of December 31, 2019									**139,925**

Company	% Shares	Non-current assets	Current assets	Non-current liabilities	Current liabilities	Revenue	Operating profit/ (loss)	Net profit/ (loss)	Investment under the equity method
Evacuación Valdecaballeros, S.L.	57.16	19,679	820	381	420	320	(668)	(693)	8,773
Myah Bahr Honaine, S.P.A.(*)	25.50	186,484	63,224	81,942	13,184	50,118	25,778	22,193	43,161
Pectonex, R.F. Proprietary Limited	50.00	3,186	-	-	2	-	(209)	(209)	1,485
Evacuación Villanueva del Rey, S.L	40.02	3,190	257	2,021	383	-	44	-	-
Ca Ku A1, S.A.P.I de CV (PTS)	5.00	284,375	10,951	-	295,865	-	3	(624)	-
As of December 31, 2018									**53,419**

The Company has no control over Evacuación Valdecaballeros, S.L. as all relevant decisions of this company require the approval of a minimum of shareholders accounting for more than 75% of the shares.

None of the associated companies referred to above is a listed company.

(*) Myah Bahr Honaine, S.P.A., the project entity, is 51% owned by Geida Tlemcen, S.L. which is accounted for using the equity method in these consolidated financial statements. Share of profit of Myah Bahr Honaine S.P.A. included in these consolidated financial statements amounts to $7,697 thousand in 2019 and $5,659 thousand in 2018.

(**) Pemcorp SAPI de CV, Monterrey´s project entity, is 100% owned by Arroyo Netherlands II B.V. which is accounted for under the equity method in these consolidated financial statements (Note 5). Arroyo Netherlands II B.V. is 30% owned by Atlantica. Share of profit of Pemcorp SAPI de CV included in these consolidated financial statements amounts to $521 thousand in 2019.

(***) Windlectric Inc., the project entity, is owned 100% by Amherst Island Partnership which is accounted for under the equity method (Note 5).

(****) Other renewable energy joint ventures correspond to investments made in the following entities located in Colombia: AC Renovables Sol 1 SAS Esp, PA Renovables Sol 1 SAS Esp, SJ Renovables Sun 1 SAS Esp and SJ Renovables Wind 1 SAS Esp.

Note 8.- Financial instruments by category

Financial instruments are primarily deposits, derivatives, trade and other receivables and loans. Financial instruments by category (current and non-current), reconciled with the statement of financial position as of December 31, 2019 and 2018 are as follows:

	Notes	Amortized cost	Fair Value Through Other Comprehensive Income	Fair value Through profit or loss	Balance as of December 31, 2019
Derivative assets	9	-	-	5,230	5,230
Investment in Ten West Link		-	9,874	-	9,874
Investment in Rioglass		-	-	7,000	7,000
Other financial investments		288,060	-	-	288,060
Trade and other receivables	11	317,568	-	-	317,568
Cash and cash equivalents	12	562,795	-	-	562,795
Total financial assets		**1,168,423**	**9,874**	**12,230**	**1,190,527**
Corporate debt	14	723,791	-	-	723,791
Project debt	15	4,852,348	-	-	4,852,348
Related parties – non-current	10	17,115	-	-	17,115
Trade and other current liabilities	17	128,062	-	-	128,062
Derivative liabilities	9	-	-	298,744	298,744
Total financial liabilities		**5,721,316**	-	**298,744**	**6,020,060**

	Notes	Amortized cost	Fair Value Through Other Comprehensive Income	Fair value Through profit or loss	Balance as of December 31, 2018
Derivative assets	9	-	-	13,153	13,153
Investment in Ten West Link		-	6,034	-	6,034
Other financial investments		274,318	-	-	274,318
Trade and other receivables	11	236,395	-	-	236,395
Cash and cash equivalents	12	631,542	-	-	631,542
Total financial assets		**1,142,255**	**6,034**	**13,153**	**1,161,441**
Corporate debt	14	684,073	-	-	684,073
Project debt	15	5,091,114	-	-	5,091,114
Related parties – non-current	10	33,675	-	-	33,675
Trade and other current liabilities	17	192,033	-	-	192,033
Derivative liabilities	9	-	-	279,152	279,152
Total financial liabilities		**6,000,895**	-	**279,152**	**6,280,047**

Other financial investments include primarily the short-term portion of contracted concessional assets (see Note 6) for $160.6 million as of December 31, 2019 and for $159.1 million as of December 31, 2018.

Investment in Ten West Link is a 12.5% interest in a 114-mile transmission line in the U.S., currently under development.

Investment in Rioglass corresponds to 15.12% of the equity interest of Rioglass, a multinational solar power and renewable energy technology manufacturer, acquired in May 2019 by the Company.

Note 9.- Derivative financial instruments

The breakdowns of the fair value amount of the derivative financial instruments as of December 31, 2019 and 2018 are as follows:

	Balance as of December 31, 2019		Balance as of December 31, 2018	
	Assets	Liabilities	Assets	Liabilities
Interest rate cash flow hedge	1,619	298,744	9,923	279,152
Foreign exchange derivatives instruments	3,610	-	3,230	-
Total	**5,230**	**298,744**	**13,153**	**279,152**

The derivatives are primarily interest rate cash-flow hedges. All are classified as non-current assets or non-current liabilities, as they hedge long-term financing agreements.

Additionally, the Company owns currency options with leading international financial institutions, which guarantee minimum Euro-U.S. dollar exchange rates. The strategy of the Company is to hedge the exchange rate for the net distributions from its Spanish assets after deducting euro-denominated interest payments and euro-denominated general and administrative expenses. Through currency options, the strategy of the Company is to hedge 100% of its euro-denominated net exposure for the next 12 months and 75% of its euro denominated net exposure for the following 12 months, on a rolling basis. Change in fair value of these foreign exchange derivatives instruments are recorded in the consolidated income statement.

As stated in Note 3 to these consolidated financial statements, the general policy is to hedge variable interest rates of financing agreements purchasing call options (caps) in exchange of a premium to fix the maximum interest rate cost and contracting floating to fixed interest rate swaps.

As a result, the notional amounts hedged, strikes contracted and maturities, depending on the characteristics of the debt on which the interest rate risk is being hedged, can be diverse:

- Project debt in Euros: the Company hedges between 81% and 100% of the notional amount, maturities until 2030 and average guaranteed interest rates of between 0.89% and 4.87%.

- Project debt in U.S. dollars: the Company hedges between 70% and 100% of the notional amount, including maturities until 2034 and average guaranteed interest rates of between 1.98% and 5.27%.

The table below shows a breakdown of the maturities of notional amounts of interest rate cash flow hedge derivatives as of December 31, 2019 and 2018.

Notionals	**Balance as of December 31, 2019**		**Balance as of December 31, 2018**	
	Assets	Liabilities	Assets	Liabilities
Up to 1 year	43,266	117,574	42,846	93,440
Between 1 and 2 years	45,955	124,908	45,603	119,568
Between 2 and 3 years	49,259	240,570	48,774	234,572
Subsequent years	455,235	1,697,033	535,774	1,858,061
Total	**$ 593,715**	**$ 2,180,085**	**$ 672,997**	**$ 2,305,641**

The table below shows a breakdown of the maturity of the fair values of interest rate cash flow hedge derivatives as of December 31, 2019 and 2018:

Fair value	**Balance as of December 31, 2019**		**Balance as of December 31, 2018**	
	Assets	Liabilities	Assets	Liabilities
Up to 1 year	118	(18,721)	493	(11,848)
Between 1 and 2 years	128	(19,787)	524	(13,231)
Between 2 and 3 years	140	(21,802)	562	(15,151)
Subsequent years	1,234	(238,434)	8,344	(238,922)
Total	**$ 1,619**	**$ (298,744)**	**$ 9,923**	**$ (279,152)**

During 2019, fair value of derivatives decreased mainly due to a decrease in the fair value of interest rate cash-flow hedges resulting from the decrease in future interest rates.

The net amount of the fair value of interest rate derivatives designated as cash flow hedges transferred to the consolidated income statement in 2019 is a loss of $55,765 thousand (loss of $67,519 thousand in 2018 and a loss of $70,953 thousand in 2017). Additionally, the net amount of the time value component of the cash flow derivatives fair value recognized in the consolidated income statement for the year 2019, 2018 and 2017 has been a gain of $157 thousand, a loss of $560 thousand and a loss of $860 thousand respectively.

The after-tax result accumulated in equity in connection with derivatives designated as cash flow hedges at the years ended December 31, 2019 and 2018, amount to a $73,797 thousand gain and a $95,011 thousand gain respectively.

Note 10.- Related parties

During the normal course of business, the Company has historically conducted operations with related parties consisting mainly of Abengoa´s subsidiaries and non-controlling interests. The transactions were completed at market rates.

Further to the sale of its remaining 16.47% stake in the Company to Algonquin on November 27, 2018, Abengoa ceased to fulfill the conditions to be a related party as per IAS 24 - Related Parties Disclosures. Algonquin on its side is a related party since it completed the acquisition of a 25% stake in the Company in March 2018.

Details of balances with related parties as of December 31, 2019 and 2018, which therefore do not include balances with Abengoa, are as follows:

	Balance as of December 31,	
	2019	**2018**
Credit receivables (current)	13,350	5,328
Total current receivables with related parties	**13,350**	**5,328**
Credit receivables (non-current)	21,355	-
Total non-current receivables with related parties	**21,355**	**-**
Credit payables (current)	23,979	19,352
Total current payables with related parties	**23,979**	**19,352**
Credit payables (non-current)	17,115	33,675
Total non-current payables with related parties	**17,115**	**33,675**

Current credit receivables as of December 31, 2019 mainly correspond to the short-term portion of the loan to Arroyo Netherland II B.V., the holding company of Pemcorp SAPI de CV., Monterrey´s project entity (Note 5) for $5.0 million and to a dividend to be collected from Amherst Island Partnership for $5.5 million as of December 31, 2019.

Non-current credit receivables as of December 31, 2019 correspond to the long-term portion of the loan to Arroyo Netherland II B.V.

Credit payables relate to debts with non-controlling interests partners in Kaxu, Solaben 2&3 and Solacor 1&2 for an amount of $35.6 million as of December 31, 2019 ($53.0 million as of December 31, 2018). Current credit payables also include the dividend to be paid from Atlantica Yield Energy Solutions Ltd to Algonquin for $5.4 million as of December 31, 2019.

The transactions carried out by entities included in these consolidated financial statements with related parties not included in the consolidation perimeter of Atlantica, for the years ended December 31, 2019, 2018 and 2017 have been as follows:

	For the twelve-month period ended December 31,		
	2019	**2018**	**2017**
Services rendered	-	-	3,495
Services received	-	(101,582)	(114,416)
Financial income	978	3,721	74
Financial expenses	(195)	(398)	(1,154)

Services received in 2018 and 2017 primarily included operation and maintenance services received by some assets from Abengoa and subsidiaries of Abengoa, which had been related parties during these years.

The total amount of the remuneration received by the Board of Directors of the Company, including the CEO, amounts to $2.5 million in 2019 ($3.1 million in 2018), including $1.0 million of annual bonus ($1.0 million in 2018). The decrease of the total remuneration in 2019 is mainly due to the CEO having received a long-term award of $0.8 million in 2018, paid in March 2019. No long-term awards have vested in 2019. None of the directors received any pension remuneration in 2018 nor 2019.

Note 11.- Trade and other receivables

Trade and other receivable as of December 31, 2019 and 2018, consist of the following:

	Balance as of December 31,	
	2019	2018
Trade receivables	242,008	163,856
Tax receivables	50,901	54,959
Prepayments	5,150	5,521
Other accounts receivable	19,508	12,059
Total	**317,568**	**236,395**

As of December 31, 2019, and 2018, the fair value of clients and other accounts receivable does not differ significantly from its carrying value.

The increase in trade receivables as of December 31, 2019 is primarily due to delays in the collection of receivables from Pemex (ACT) and the Comision Nacional de los Mercados y de la Competencia or “CNMC” (Spanish solar assets).

Trade receivables in foreign currency as of December 31, 2019 and 2018, are as follows:

	Balance as of December 31,	
	2019	2018
Euro	108,280	91,303
South African Rand	24,289	25,193
Other	4,001	9,884
Total	**136,570**	**126,380**

Note 12.- Cash and cash equivalents

The following table shows the detail of Cash and cash equivalents as of December 31, 2019 and 2018:

	Balance as of December 31,	
	2019	2018
Cash at bank and on hand - non restricted	223,867	335,114
Cash at bank and on hand - restricted	338,928	296,428
Total	**562,795**	**631,542**

Cash includes funds held to satisfy the customary requirements of certain non-recourse debt agreements within the Company´s projects amounting to $339 million as of December 31, 2019 ($296 million as of December 31, 2018).

The following breakdown shows the main currencies in which cash and cash equivalent balances are denominated:

	Balance as of December 31,	
Currency	2019	2018
U.S. dollar	313,678	328,716
Euro	181,961	228,036
Algerian Dinar	9,301	11,602
South African Rand	47,679	55,257
Others	10,176	7,931
Total	**562,795**	**631,542**

Note 13.- Equity

As of December 31, 2019, the share capital of the Company amounts to $10,160,167 represented by 101,601,666 ordinary shares completely subscribed and disbursed with a nominal value of $0.10 each, all in the same class and series. Each share grants one voting right.

Algonquin completed in 2018 the acquisition from Abengoa of its entire stake in Atlantica, 41.47% of the total shares of the Company, becoming the largest shareholder of the Company. On May 22, 2019, the Company issued an additional 1,384,402 ordinary shares, which were fully subscribed by Algonquin for a total amount of $30,000,000, increasing the stake of Algonquin to 42.27%. Additionally, Algonquin purchased 2,000,000 ordinary shares on May 31, 2019, increasing its stake in Atlantica to 44.2%.

Atlantica´s parent company reserves as of December 31, 2019 are made up of share premium account and distributable reserves.

Retained earnings primarily include results attributable to Atlantica.

Non-controlling interests fully relate to interests held by JGC in Solacor 1 and Solacor 2, by Idae in Seville PV, by Itochu Corporation in Solaben 2 and Solaben 3, by Algerian Energy Company, SPA and Sacyr Agua S.L. in Skikda, by Industrial Development Corporation of South Africa (IDC) and Kaxu Community Trust in Kaxu and by Algonquin Power Co. in AYES Canada (refer to Note 1).

Additional information of subsidiaries including material Non-controlling interests as of December 31, 2019 and 2018, are disclosed in Appendix IV.

Dividends declared during the year 2019:

- On February 26, 2019, the Board of Directors declared a dividend of $0.37 per share corresponding to the fourth quarter of 2018. The dividend was paid on March 22, 2019 for a total amount of $37.1 million

- On May 7, 2019, the Board of Directors of the Company approved a dividend of $0.39 per share corresponding to the first quarter of 2019. The dividend was paid on June 14, 2019 for a total amount of $39.6 million.

- On August 2, 2019, the Board of Directors of the Company approved a dividend of $0.40 per share corresponding to the second quarter of 2019. The dividend was paid on September 13, 2019 for a total amount of $40.6 million.

- On November 5, 2019, the Board of Directors declared a dividend of $0.41 per share corresponding to the third quarter of 2019. The dividend was paid on December 13, 2019 for a total amount of $41.7 million.

In addition, as of December 31, 2019, there was no treasury stock and there have been no transactions with treasury stock during the period then ended.

Note 14.- Corporate debt

The breakdown of the corporate debt as of December 31, 2019 and 2018 is as follows:

	Balance as of December 31,	
Non-current	**2019**	**2018**
Credit Facilities with financial entities	695,085	415,168
Total Non-current	**695,085**	**415,168**

	Balance as of December 31,	
Current	**2019**	**2018**
Credit Facilities with financial entities	789	11,580
Notes and Bonds	27,917	257,325
Total Current	**28,706**	**268,905**

On November 17, 2014, the Company issued the Senior Notes due 2019 in an aggregate principal amount of $255,000 thousand (the “2019 Notes”). The 2019 Notes accrued annual interest of 7.00% payable semi-annually beginning on May 15, 2015. The 2019 Notes were fully repaid on May 31, 2019.

On February 10, 2017, the Company issued Senior Notes due 2022, 2023, 2024 (the “Note Issuance Facility”), in an aggregate principal amount of €275,000 thousand. The 2022 to 2024 Notes accrue annual interest, equal to the sum of (i) EURIBOR plus (ii) 4.90%, as determined by the Agent. Interest on the Notes are payable in cash quarterly in arrears on each interest payment date. The Company pays interest to the holders of record on each interest payment date. The interest rate on the Note Issuance Facility is fully hedged by two interest rate swaps contracted with Jefferies Financial Services, Inc. with effective date March 31, 2017 and maturity date December 31, 2022, resulting in the Company paying a net fixed interest rate of 5.5% on the Note Issuance Facility. Changes in fair value of these interest rate swaps have been recorded in the consolidated income statement. The Note Issuance Facility is a € denominated liability for which the Company applies net investment hedge accounting. When converted to US$ at US$/€ closing exchange rate, it contributes to reduce the impact in translation difference reserves generated in the equity of these consolidated financial statements by the conversion of the net assets of the Spanish solar assets into US$.

On July 20, 2017, the Company signed a credit facility (the “2017 Credit Facility”) for up to €10 million, approximately $11.2 million, which is available in euros or U.S. dollars and was fully drawn down in 2017. Amounts drawn down accrue interest at a rate per year equal to EURIBOR plus 2.25% or LIBOR plus 2.25%, depending on the currency. On December 13, 2019, the terms of the credit facility have been modified and the maturity date has been extended from July 4, 2020 to December 13, 2021 and the new interest rate per year set is EURIBOR plus 2% or LIBOR plus 2%, depending on the currency. As of December 31, 2019, the Company had drawn down an amount of $10.1 million.

On May 10, 2018, the Company entered into a $215 million revolving credit facility (the “New Revolving Credit Facility”) with Royal Bank of Canada, as administrative agent and Royal Bank of Canada and Canadian Imperial Bank of Commerce, as issuers of letters of credit. Amounts drawn down accrue interest at a rate per year equal to (A) for Eurodollar rate loans, LIBOR plus a percentage determined by reference to the leverage ratio of the Company, ranging between 1.60% and 2.25% and (B) for base rate loans, the highest of (i) the rate per annum equal to the weighted average of the rates on overnight U.S. Federal funds transactions with members of the U.S. Federal Reserve System arranged by U.S. Federal funds brokers on such day plus ½ of 1.00%, (ii) the U.S. prime rate and (iii) LIBOR plus 1.00%, in any case, plus a percentage determined by reference to the leverage ratio of the Company, ranging between 0.60% and 1.00%. Letters of credit may be issued using up to $70 million of the Revolving Credit Facility. During the month of January 2019, the amount of the Revolving Credit Facility increased from $215 million to $300 million. On August 2, 2019, the amount of the Revolving Credit Facility increased from $300 million to $425 million and the maturity was extended to December 31, 2022 for $387.5 million, while the remaining $37.5 million matures on December 31, 2021. On December 31, 2019, the Company had drawn down a total amount of $81.1 million (net of debt issuance cost).

On April 30, 2019, the Company entered into a senior unsecured note facility with a group of funds managed by Westbourne Capital as purchasers of the notes issued thereunder for a total amount of €268 million (the “2019 Note Issuance Facility”). The principal amount was issued in May 24, 2019 and was used to prepay and subsequently cancel in full the aforementioned 2019 Notes and for general corporate purposes. The 2019 Note Issuance Facility includes an upfront fee of 2% paid on drawdown and its maturity date is April 30, 2025. Interest accrue at a rate per annum equal to the sum of 3-month EURIBOR plus 4.50%. The interest rate on the 2019 Note Issuance Facility is fully hedged by an interest rate swap with effective date June 28, 2019 and maturity date June 30, 2022, resulting in the Company paying a net fixed interest rate of 4.2%. The 2019 Note Issuance Facility provides that the Company may capitalize interest on the notes issued thereunder for a period of up to two years from closing at the Company´s discretion, subject to certain conditions.

On October 8, 2019, the Company filed a euro commercial paper program (the “Commercial Paper”) with the Alternative Fixed Income Market (MARF) in Spain. The program allows Atlantica to issue short term notes over the next twelve months for up to €50 million, with such notes having a tenor of up to two years. As of the date of this report the Company has issued €25 million under the program at an average cost of 0.66%.

The repayment schedule for the corporate debt as of December 31, 2019 is as follows:

	2020	2021	2022	2023	2024	Subsequent years	Total
New Revolving Credit Facility	701	-	81,164	-	-	-	**81,865**
Note Issuance Facility	84	-	101,317	100,513	100,413	-	**302,327**
2017 Credit Facility	4	10,085	-	-	-	-	**10,089**
2019 Notes Issuance Facility	-	7,938	-	-	-	293,655	**301,593**
Commercial Paper	27,917	-	-	-	-	-	**27,917**
Total	**28,706**	**18,023**	**182,481**	**100,513**	**100,413**	**293,655**	**723,791**

The following table details the movement in Corporate debt for the year 2019, split between cash and non-cash items:

	January 1, 2019	Cash Flow	Non-cash changes	December 31, 2019
Corporate debt	684,073	6,620	33,098	723,791

The non-cash changes primarily relate to interests accrued and to currency translation differences.

Note 15.- Project debt

The main purpose of the Company is the long-term ownership and management of contracted concessional assets, such as renewable energy, efficient natural gas, electric transmission lines and water assets, which are financed through project debt. This note shows the project debt linked to the contracted concessional assets included in Note 6 of these consolidated financial statements.

Project debt is generally used to finance contracted assets, exclusively using as a guarantee the assets and cash flows of the company or group of companies carrying out the activities financed. In most of the cases, the assets and/or contracts are set up as a guarantee to ensure the repayment of the related financing. In addition, the cash of the Company´s projects includes funds held to satisfy the customary requirements of certain non-recourse debt agreements and other restricted cash for an amount of $339 million as of December 31, 2019 ($296 million as of December 31, 2018).

Compared with corporate debt, project debt has certain key advantages, including a greater leverage and a clearly defined risk profile.

The variations for 2019 and 2018 of project debt have been the following:

	Project debt - long term	Project debt - short term	Total
Balance as of December 31, 2018	4,826,659	264,455	5,091,114
Increases	53,222	280,005	333,226
Decreases	(19,272)	(516,147)	(535,418)
Currency translation differences	(33,718)	(2,855)	(36,574)
Reclassifications	(756,981)	756,981	-
Balance as of December 31, 2019	**4,069,909**	**782,439**	**4,852,348**

The line “Increases” includes primarily accrued interests for the year.

The decrease of Project debt during the year 2019 is primarily due to the contractual payments of debt for the year and the partial repayment of Solana debt using the indemnity received from Abengoa for $22.2 million (Note 10). Interests accrued are offset by a similar amount of interests paid during the year.

Due to the PG&E Corporation and its regulated utility subsidiary, Pacific Gas and Electric Company (“PG&E”), chapter 11 filings in January 2019, a default of the PPA agreement with PG&E occurred. Since PG&E failed to assume the PPA within 180 days from the commencement of the PG&E’s chapter 11 proceedings, a technical event of default was triggered under the Mojave project finance agreement in July 2019. Although the Company does not contemplate the scenario under which the DOE would declare the acceleration of debt repayment, the project debt agreement does not have an unconditional right to defer the settlement of the debt for at least twelve months as of December 31, 2019, as the event of default provision make that right not totally unconditional, and therefore the debt has been presented as current in these consolidated financial statements in accordance with International Accounting Standards 1 (“IAS 1”), “Presentation of Financial Statements”.

	Project debt - long term	Project debt - short term	Total
Balance as of December 31, 2017	5,228,917	246,291	5,475,208
Increases	105,466	288,541	393,007
Decreases	(98,450)	(522,317)	(620,767)
First time application of IFRS 9 effective January 1, 2018	(39,599)	-	(39,599)
Debt refinancing IFRS 9 impact	(36,642)	-	(36,642)
Change in the scope of the consolidated financial statements (Note 5)	79,016	2,346	81,362
Currency translation differences	(150,019)	(12,436)	(162,455)
Reclassifications	(262,030)	262,030	-
Balance as of December 31, 2018	**4,826,659**	**264,455**	**5,091,114**

The line "Increases" includes primarily accrued interests for the year.

Main variations in Project debt during the year 2018 were the result of:

- A net decrease primarily due to the contractual payments of debt for the year and the partial repayment of Solana debt using the indemnity received from Abengoa during the year 2018 for $61.5 million (see Note 10). Interests accrued are offset by a similar amount of interests paid during the year;

- The impact of the first application of IFRS 9, ´Financial instruments´ from January 1, 2018;

- The impact of the refinancing of the debts of Helios 1/2 and Helioenergy 1/2 on May 18, 2018 and June 26, 2018 respectively. The terms of the new debts are not substantially different from the original debts refinanced and therefore the exchange of debts instruments does not qualify for an extinguishment of the original debts under IFRS 9, ´Financial instruments´. When there is a refinancing with a non-substantial modification of the original debt, there is a gain or loss recorded in the income statement. This gain or loss is equal to the difference between the present value of the cash flows under the original terms of the former financing and the present value of the cash flows under the new financing, discounted both at the original effective interest rate. In this respect, the Company recorded a $36.6 million financial income in the profit and loss statement of the consolidated financial statements (see Note 21);

- The acquisition of assets and the consolidation of its debt during the year (see Note 5).

The repayment schedule for project debt in accordance with the financing arrangements and assuming there will be no acceleration of the Mojave debt, as of December 31, 2019, is as follows and is consistent with the projected cash flows of the related projects:

2020		2021	2022	2023	2024	Subsequent years	Total
Interest Repayment	Nominal repayment						
12,799	256,620	262,787	293,642	319,962	335,067	3,371,724	4,852,348

Current and non-current loans with credit entities include amounts in foreign currencies for a total of $2,291,262 thousand as of December 31, 2019 ($2,464,352 thousand as of December 31, 2018).

The following table details the movement in Project debt for the year 2019, split between cash and non-cash items:

	January 1, 2019	Cash Flow	Non-cash changes	December 31, 2019
Project debt	5,091,114	(531,726)	292,960	4,852,348

The non-cash changes primarily relate to interests accrued and to currency translation differences.

The equivalent in U.S. dollars of the most significant foreign-currency-denominated debts held by the Company is as follows:

	Balance as of December 31,	
Currency	**2019**	**2018**
Euro	1,882,618	2,049,892
Algerian Dinar	24,331	29,545
South African Rand	384,313	384,915
Total	**2,291,262**	**2,464,352**

All of the Company's financing agreements have a carrying amount close to its fair value.

Note 16.- Grants and other liabilities

Grants and other liabilities as of December 31, 2019 and December 31, 2018 are as follows:

	Balance as of December 31,	
	2019	**2018**
Grants	1,087,553	1,150,805
Other liabilities	554,199	507,321
Grant and other non-current liabilities	**1,641,752**	**1,658,126**

As of December 31, 2019, the amount recorded in Grants corresponds primarily to the ITC Grant awarded by the U.S. Department of the Treasury to Solana and Mojave for a total amount of $707 million ($739 million as of December 31, 2018), which was primarily used to fully repay the Solana and Mojave short-term tranche of the loan with the Federal Financing Bank. The amount recorded in Grants as a liability is progressively recorded as other income over the useful life of the asset.

The remaining balance of the "Grants" account corresponds to loans with interest rates below market rates for Solana and Mojave for a total amount of $379 million ($410 million as of December 31, 2018). Loans with the Federal Financing Bank guaranteed by the Department of Energy for these projects bear interest at a rate below market rates for these types of projects and terms. The difference between proceeds received from these loans and its fair value, is initially recorded as "Grants" in the consolidated statement of financial position, and subsequently recorded in "Other operating income" starting at the entry into operation of the plants. Total amount of income for these two types of grants for Solana and Mojave is $59.0 million and $59.3 million for the year ended December 31, 2019 and 2018, respectively.

Other liabilities mainly relate to the investment from Liberty Interactive Corporation ('Liberty') made on October 2, 2013 for an amount of $300 million. The investment was made in the parent company of the project entity, in exchange for the right to receive a large part of taxable losses and distributions until such time when Liberty reaches a certain rate of return, or the Flip Date. Given the underperformance of the asset in the last years, the Company cannot assure the Flip Date will occur or when it will occur. The company expects potential cash distributions from Solana to go mostly or entirely to Liberty in the upcoming years. If the Flip Date never occurs or if there is a delay longer than currently anticipated, this will adversely affect the cash flows the Company expected from that project. In addition, the Company signed an option to acquire, until April 30, 2020, Liberty's equity interest in Solana.

According to the stipulations of IAS 32 and in spite of the fact that the investment of Liberty is in shares, it does not qualify as equity and has been classified as a liability as of December 31, 2019 and 2018. The liability is recorded in Grants and other liabilities for a total amount of $380 million ($358 million as of December 31, 2018) and its current portion is recorded in other current liabilities for the remaining amount (see Note 17). This liability has been initially valued at fair value, calculated as the present value of expected cash-flows during the useful life of the concession, and is then measured at amortized cost in accordance with the effective interest method, considering the most updated expected future cash-flows.

Additionally, other liabilities include $54 million of finance lease liabilities and $60 million of dismantling provision as of December 31, 2019 ($57 million and $57 million as of December 31,2018, respectively).

Note 17.- Trade payables and other current liabilities

Trade payables and other current liabilities as of December 31, 2019 and 2018 are as follows:

	Balance as of December 31,	
Item	**2019**	**2018**
Trade accounts payables	52,062	109,430
Down payments from clients	565	6,289
Liberty (see Note 16)	41,032	37,119
Other accounts payable	34,403	39,195
Total	**128,062**	**192,033**

Trade accounts payables mainly relate to the operating and maintenance of the plants.

Nominal values of Trade payables and other current liabilities are considered to approximately equal to fair values and the effect of discounting them is not significant.

Note 18.- Income Tax

All the companies of Atlantica file income taxes according to the tax regulations in force in each country on an individual basis or under consolidation tax regulations.

The consolidated income tax has been calculated as an aggregation of income tax expenses/income of each individual company. In order to calculate the taxable income of the consolidated entities individually, the accounting result is adjusted for temporary and permanent differences, recording the corresponding deferred tax assets and liabilities. At each consolidated income statement date, a current tax asset or liability is recorded, representing income taxes currently refundable or payable. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities for financial statement and income tax purposes, as determined under enacted tax laws and rates.

Income tax payable is the result of applying the applicable tax rate in force to each tax-paying entity, in accordance with the tax laws in force in the country in which the entity is registered. Additionally, tax deductions and credits are available to certain entities, primarily relating to inter-company trades and tax treaties between various countries to prevent double taxation.

The Company offsets deferred tax assets and deferred tax liabilities in each entity where the latter has a legally enforceable right to set off current tax assets against current tax liabilities, and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority.

As of December 31, 2019, and 2018, the analysis of deferred tax assets and deferred tax liabilities is as follows:

Deferred tax assets	Balance as of December 31,	
Concept	**2019**	**2018**
Net tax credits for tax losses carryforwards	61,693	55,835
Temporary differences on derivatives financial instruments	86,096	79,865
Other temporary differences	177	366
Total deferred tax assets	**147,966**	**136,066**

Most of the net tax credits for tax losses carryforwards corresponds to Peru, South Africa and solar plants in Spain as of December 31, 2019.

Temporary differences for derivatives financial instruments are mainly due to ACT ($17 million) and solar plants in Spain ($61 million).

In relation to tax losses carryforwards and deductions pending to be used recorded as deferred tax assets, the entities evaluate their recoverability projecting forecasted taxable result for the upcoming years and taking into account their tax planning strategy. Deferred tax liabilities reversals are also considered in these projections, as well as any limitation established by tax regulations in force in each tax jurisdiction.

Deferred tax liabilities	Balance as of December 31,	
Concept	**2019**	**2018**
Temporary differences tax/book amortization	145,166	126,792
Other temporary differences tax/book value of contracted concessional assets	83,481	73,793
Other temporary differences	20,349	10,415
Total deferred tax liabilities	**248,996**	**211,000**

As of December 31, 2019 and 2018, temporary differences as a result of accelerated tax amortization resulted for some entities in a net deferred tax liability position. These are primarily due to Solana and Mojave ($45 million in 2019 and $55 million in 2018) and solar plants in Spain ($100 million in 2019 and $74 million in 2018).

Other temporary differences between the tax and book value of contracted concessional assets, which resulted in a net deferred tax liability position relate primarily to ACT in both years.

The movements in deferred tax assets and liabilities during the years ended December 31, 2019 and 2018 were as follows:

Deferred tax assets	Amount
As of December 31, 2017	165,136
First application of IFRS 9 effective January 1, 2018	11,811
Increase/(decrease) through the consolidated income statement	(24,195)
Increase/(decrease) through other consolidated comprehensive income (equity)	(10,685)
Other movements	(6,001)
As of December 31, 2018	**136,066**
Increase/(decrease) through the consolidated income statement	5,809
Increase/(decrease) through other consolidated comprehensive income (equity)	6,147
Other movements	(56)
As of December 31, 2019	**147,966**

Deferred tax liabilities	Amount
As of December 31, 2017	186,583
First application of IFRS 9 effective January 1, 2018	8,849
Increase/(decrease) through the consolidated income statement	17,996
Change in the scope of the consolidated financial statements (Note 5)	590
Other movements	(3,018)
As of December 31, 2018	**211,000**
Increase/(decrease) through the consolidated income statement	31,678
Change in the scope of the consolidated financial statements (Note 5)	2,539
Other movements	3,779
As of December 31, 2019	**248,996**

Details of income tax for the years ended December 31, 2019, 2018 and 2017 are as follows:

	For the twelve-month period ended December 31,		
Item	**2019**	**2018**	**2017**
Current tax	**(5,081)**	**(468)**	**(1,998)**
Deferred tax	**(25,869)**	**(42,191)**	**(117,839)**
- relating to the origination and reversal of temporary differences	(25,869)	(42,191)	(98,508)
- relating to changes in tax rates	-	-	(19,331)
Total income tax benefit/(expense)	**(30,950)**	**(42,659)**	**(119,837)**

The reconciliation between the theoretical income tax resulting from applying an average statutory tax rate to profit/(loss) before income tax and the actual income tax expense recognized in the consolidated income statements for the years ended December 31, 2019, 2018 and 2017, are as follows:

	For the year ended December 31,		
Concept	**2019**	**2018**	**2017**
Consolidated income / (loss) before taxes	105,558	97,928	14,950
Average statutory tax rate	25%	30%	30%
Corporate income tax at average statutory tax rate	**(26,390)**	**(29,378)**	**(4,485)**
Income tax of associates, net	1,808	1,639	1,765
Differences in foreign tax rates	(7,076)	752	3,304
Permanent differences	11,220	5,385	19,324
Incentives, deductions, and unrecognized tax losses carryforwards	(14,161)	(22,972)	(20,994)
Change in corporate income tax	-	-	(19,331)
U.S. Internal Revenue Code Section 382	-	-	(96,328)
Other non-taxable income/(expense)	3,649	1,915	(3,092)
Corporate income tax	**(30,950)**	**(42,659)**	**(119,837)**

The average statutory tax rate used by the Company changed in 2019 considering some changes in the statutory tax rate of some geographies over the past years.

Permanent differences in 2019, 2018 and 2017 are mainly due to ACT (Mexico).

The main implications derived from the Tax Cuts and Jobs Act enacted in December 2017 in the U.S. entities are:

- A reduction of the Federal income tax rate from 35% to 21%, effective since January 1, 2018 which effect on the deferred tax assets and liabilities resulted in a $19 million loss in the year 2017;

- A limitation of the deduction for net interest expense of all businesses in the U.S. The new limitation is imposed on net interest expense that exceeds 30% of EBITDA from 2018 to 2021, and 30% of EBIT from 2022 onwards. Interests disallowed would be deducted in the future in the event that those limits are not exceeded. After having considered the impacts of Section 382, the Company does not expect significant negative effects from this net interest expense limitation;

- NOLs arising in tax years beginning after 2017 would be limited to 80% of taxable income. For new NOLs recognized after 2017, an indefinite carryforward would be allowed. The limitation of 80% is not applicable for NOLs generated before 2018. For existing NOLs before 2018, a carryforward of 20 years is still applicable. The new limitation does not trigger adverse tax effects to the U.S. subsidiaries of the Company considering the amount of NOLs to be generated in upcoming years and the projected amount of taxable income of these entities after having considered the impacts of Section 382;

- Base erosion anti-abuse tax (BEAT): The BEAT applies to certain U.S. corporations that make relevant deductible payments to foreign affiliates. The excess of 10% of a corporation's taxable income increased by those payments to foreign related parties over its regular tax liability, will be the base erosion tax due. BEAT provisions do not trigger adverse tax consequences for the U.S. subsidiaries of the Company considering the amount of payments made to foreign affiliates for management and support services;

- Potential tax erosion in the U.S.: The Company does not expect to have material adverse tax consequences in the U.S. subsidiaries as a result of the measures previously described.

Note 19.- Commitments, third-party guarantees, contingent assets and liabilities

Contractual obligations

The following tables shows the breakdown of the third-party commitments and contractual obligations as of December 31, 2019 and 2018:

2019	Total	2020	2021 and 2022	2023 and 2024	Subsequent
Corporate debt	723,791	28,706	200,504	200,926	293,655
Loans with credit institutions (project debt)	4,105,915	241,116	504,921	598,837	2,761,041
Notes and bonds (project debt)	746,433	28,304	51,508	56,192	610,429
Purchase commitments*	2,991,432	129,595	278,418	269,632	2,313,787
Accrued interest estimate during the useful life of loans	2,472,070	294,676	549,320	471,535	1,156,539

2018	Total	2019	2020 and 2021	2022 and 2023	Subsequent
Corporate debt	684,073	268,905	107,560	205,258	102,350
Loans with credit institutions (project debt)	4,314,307	233,214	476,191	571,374	3,033,528
Notes and bonds (project debt)	776,807	31,241	49,445	54,879	641,242
Purchase commitments*	3,082,495	131,417	264,461	259,775	2,426,842
Accrued interest estimate during the useful life of loans	2,743,132	314,984	565,040	492,932	1,370,176

The figures shown in the tables above do not include equity investments that the Company may be committed to realize in the future, if certain conditions are met, such as equity investments in the PTS project.

*Purchase commitments included lease commitments for $93.0 million as of December 31, 2019 ($97.4 million as of December 31, 2018), of which $5.1 million is due within one year and $87.9 million thereafter as of December 31, 2019 ($5.4 million due within one year and $92.0 million thereafter as of December 31, 2018).

Third-party guarantees

At the close of 2019 the overall sum of Bank Bond and Surety Insurance directly deposited by the subsidiaries of the Company as a guarantee to third parties (clients, financial entities and other third parties) amounted to $38.2 million attributed to operations of technical nature ($32.4 million as of December 31, 2018). In addition, Atlantica Yield plc issued guarantees amounting to $130.1 million as of December 31, 2019 ($60.5 million as of December 31, 2018). Guarantees issued by Atlantica Yield plc correspond mainly to guarantees provided to off-takers in PPAs, guarantees replacing debt service reserve accounts and guarantees for points of access for renewable projects, which have been partially canceled as of the date of this report.

Legal Proceedings

On October 17, 2016, ACT received a request for arbitration from the International Court of Arbitration of the International Chamber of Commerce presented by Pemex. Pemex was requesting compensation for damages caused by a fire that occurred in their facilities during the construction of the ACT cogeneration plant in December 2012, for a total amount of approximately $20 million. On July 5, 2017, Seguros Inbursa, the insurer of Pemex, joined as a second claimant in the process. On December 19, 2018 the parties of the arbitration executed a settlement agreement to finalize the claim without any financial impact for ACT. On March 8, 2019 the ICC arbitration tribunal confirmed the settlement agreement and the arbitration was terminated.

A number of Abengoa’s subcontractors and insurance companies that issued bonds covering Abengoa’s obligations under such contracts in the U.S. have included some of the non-recourse subsidiaries of Atlantica in the U.S. as co-defendants in claims against Abengoa. Generally, the subsidiaries of Atlantica have been dismissed as defendants at early stages of the processes. With respect to a claim addressed by a group of insurance companies to a number of Abengoa’s subsidiaries and to Solana for Abengoa related losses of approximately $20 million that could increase, according to the insurance companies, up to a maximum of approximately $200 million if all their exposure resulted in losses, Atlantica reached an agreement with all but one of the above-mentioned insurance companies, under which they agreed to dismiss their claims in exchange for payments of approximately $4.3 million, which were paid in 2018. The insurance company that did not join the agreement has temporarily stopped legal actions against Atlantica, and Atlantica does not expect this particular claim to have a material adverse effect on its business.

In addition, an insurance company covering certain Abengoa's obligations in Mexico has claimed certain amounts related to a potential loss. This claim is covered by existing indemnities from Abengoa. Nevertheless, the Company has reached an agreement under which Atlantica´s maximum theoretical exposure would in any case be limited to approximately $35 million, including $2.5 million to be held in an escrow account. On January 2019, the insurance company executed $2.5 million from the escrow account and Abengoa reimbursed such amount according to the existing indemnities in force between Atlantica and Abengoa. The payments by Atlantica would only happen if and when the actual loss has been confirmed, Abengoa has not fulfilled their obligations and after arbitration, if the Company initiates it.

The Company is not a party to any other significant legal proceeding other than legal proceedings arising in the ordinary course of its business. The Company is party to various administrative and regulatory proceedings that have arisen in the ordinary course of business. While the Company does not expect these proceedings, either individually or in the aggregate, to have a material adverse effect on its financial position or results of operations, because of the nature of these proceedings the Company is not able to predict their ultimate outcomes, some of which may be unfavorable to the Company.

Other matters

Abengoa maintains a number of obligations under EPC, O&M and other contracts, as well as indemnities covering certain potential risks. Additionally, Abengoa represented that further to the accession to its restructuring agreement, Atlantica would not be a guarantor of any obligation of Abengoa with respect to third parties and agreed to indemnify the Company for any penalty claimed by third parties resulting from any breach in such representations. The Company has contingent assets, which have not been recognized as of December 31, 2019, related to the obligations of Abengoa referred above, which result and amounts will depend on the occurrence of uncertain future events. In particular as of April 26, 2018 and November 27, 2018 Abengoa agreed to pay Atlantica certain amounts subject to conditions which are beyond the control of the Company.

The Company entered into a Financial Support Agreement on June 13, 2014, under which Abengoa agreed to maintain any guarantees and letters of credit that have been provided by it on behalf of or for the benefit of Atlantica and its affiliates for a period of five years. This agreement with Abengoa expired in June 2019, and Abengoa's commitment to maintain guarantees and letters of credit currently outstanding in the Company´s affiliates´ favor expired, as well. The Company replaced all the guarantees where necessary.

Note 20.- Other operating income and expenses

The table below shows the detail of Other operating income and expenses for the years ended December 31, 2019, 2018 and 2017:

	For the twelve-month year ended December 31,		
Other operating income	**2019**	**2018**	**2017**
Grants	59,142	59,421	59,707
Income from various services and insurance proceeds	34,632	34,181	21,137
Income from the purchase of the long-term operation and maintenance payable to Abengoa	-	38,955	-
Total	**93,774**	**132,557**	**80,844**

	For the twelve-month year ended December 31,		
Other operating expenses	**2019**	**2018**	**2017**
Raw materials and consumables used	(9,719)	(10,648)	(16,983)
Leases and fees	(1,850)	(1,716)	(6,641)
Operation and maintenance	(116,018)	(145,857)	(129,873)
Independent professional services	(41,579)	(43,229)	(36,178)
Supplies	(25,823)	(25,947)	(20,350)
Insurance	(23,971)	(24,227)	(24,289)
Levies and duties	(34,844)	(37,439)	(52,409)
Other expenses	(7,971)	(21,579)	(14,721)
Total	**(261,776)**	**(310,642)**	**(301,444)**

Grants income mainly relate to ITC cash grants and implicit grants recorded for accounting purposes in relation to the FFB loans with interest rates below market rates in Solana and Mojave projects (Note 16).

Other operating income in 2018 includes $39.0 million one-time gain in relation to the purchase from Abengoa of the long-term operation and maintenance payable accrued for the period up to December 31, 2017.

Note 21.- Financial income and expenses

The following table sets forth financial income and expenses for the years ended December 31, 2019, 2018 and 2017:

	For the year ended December 31,		
Financial income	**2019**	**2018**	**2017**
Interest income from loans and credits	3,665	36,296	325
Interest rates benefits derivatives: cash flow hedges	456	148	682
Total	**4,121**	**36,444**	**1,007**

	For the year ended December 31,		
Financial expenses	**2019**	**2018**	**2017**
Expenses due to interest:			
- Loans from credit entities	(259,416)	(256,736)	(253,660)
- Other debts	(89,256)	(100,057)	(137,562)
Interest rates losses derivatives: cash flow hedges	(59,318)	(68,226)	(72,495)
Total	**(407,990)**	**(425,019)**	**(463,717)**

Financial income from loans and credits in 2018 primarily includes a non-monetary financial income of $36.6 million resulting from the refinancing of the debts of Helios 1&2 and Helioenergy 1&2 in the second quarter of 2018 (Note 15).

Interests from other debts are primarily interests on the notes issued by ATS, ATN and Solaben Luxembourg and interests related to the investment from Liberty. The decrease in 2019 and 2018 are primarily due to a lower increase of the amortized cost of the Liberty debt compared to the previous year for $16 million and $23 million respectively (Note 16). Losses from interest rate derivatives designated as cash flow hedges correspond primarily to transfers from equity to financial expense when the hedged item is impacting the consolidated income statement.

Other net financial income and expenses

The following table sets out Other net financial income and expenses for the years 2019, 2018 and 2017:

	For the year ended December 31,		
Other financial income / (expenses)	**2019**	**2018**	**2017**
Dividend from ACBH (Brazil)	-	-	10,383
Other financial income	14,152	14,431	28,809
Other financial losses	(15,305)	(22,666)	(20,758)
Total	**(1,153)**	**(8,235)**	**18,434**

According to an agreement reached with Abengoa in the third quarter of 2016, Abengoa acknowledged that Atlantica Yield is the legal owner of the dividends declared on February 24, 2017 and retained from Abengoa amounting to $10.4 million. As a result, the Company recorded $10.4 million as Other financial income on 2017 in accordance with the accounting treatment previously given to the ACBH dividend.

Other financial income in 2019 and 2018 are primarily interests on deposits and on loan granted to third parties. In 2017, it included a $16.2 million income as a result of the termination of the currency swap agreement with Abengoa.

Other financial losses primarily include expenses for guarantees and letters of credit, wire transfers, other bank fees and other minor financial expenses.

Note 22.- Earnings per share

Basic earnings per share for the year 2019 has been calculated by dividing the profit/(loss) attributable to equity holders of the company by the number of shares outstanding. Diluted earnings per share equals basic earnings per share for the years presented.

Item	For the year ended December 31,		
	2019	**2018**	**2017**
Profit/(loss) from continuing operations attributable to Atlantica Yield Plc.	62,135	41,596	(111,804)
Average number of ordinary shares outstanding (thousands) - basic and diluted	**101,063**	**100,217**	**100,217**
Earnings per share from continuing operations (US dollar per share) - basic and diluted	0.61	0.42	(1.12)
Earnings per share from profit/ (loss) for the period (US dollar per share) - basic and diluted	**0.61**	**0.42**	**(1.12)**

Note 23.- Other information

23.1 Restricted Net assets

Certain of the consolidated entities are restricted from remitting certain funds to Atlantica Yield plc. as a result of a number of regulatory, contractual or statutory requirements. These restrictions are mainly related to standard requirements to maintain debt service coverage ratios and other requirements from the financing arrangements. In addition, the Company considered Mojave´s net assets as restricted since PG&E filed for reorganization under Chapter 11, resulting in a technical event of default being triggered under Mojave´s project finance agreement in July 2019. At December 31, 2019, the accumulated amount of the temporary restrictions for the entire restricted term of these affiliates was $789 million.

The Company performed a test on the restricted net assets of consolidated subsidiaries in accordance with Securities and Exchange Commission Regulation S-X Rule 12-04 and concluded the restricted net assets exceeded 25% of the consolidated net assets of the Company as of December 31, 2019. Therefore, the separate financial statements of Atlantica Yield, Plc. do have to be presented (see Appendix V (Schedule I) for details).

23.2. United Kingdom's exit from the European Union

On January 31, 2020, the United Kingdom ("UK") ceased to be part of the European Union ("EU") and entered into a transition period to, among other things, negotiate an agreement with the EU on the future terms of the UK´s relationship with the EU. The transition period is currently expected to end on December 31, 2020. As of the date of this report, the UK and the EU have not reached an agreement. Therefore, the impact of the UK's departure from, and future relationship with the EU are uncertain.

23.3 Subsequent events

On February 26, 2020, the Board of Directors of the Company approved a dividend of $0.41 per share, which is expected to be paid on March 23, 2020.

Appendix I

Entities included in the Group as subsidiaries as of December 31, 2019

Company name	Project name	Registered address	% of nominal share	Business
ACT Energy México, S. de R.L. de C.V.	ACT	Santa Barbara (Mexico)	100.00	(2)
ABY infrastructures USA LLC.		Arizona (United States)	100.00	(5)
ABY Concessions Infrastructures, S.LU.		Seville (Spain)	100.00	(5)
ABY Concessions Perú, S.A.		Lima (Peru)	100.00	(5)
ABY Holdings USA LLC		Arizona (United States)	100.00	(5)
ASHUSA Inc.		Arizona (United States)	100.00	(5)
ABY South Africa (Pty) Ltd		Pretoria (South Africa)	100.00	(5)
ASUSHI, Inc.		Arizona (United States)	100.00	(5)
Atlantica Yield Chile SpA		Santiago de Chile (Chile)	100.00	(5)
ATN, S.A.	ATN	Lima (Peru)	100.00	(1)
ABY Transmisión Sur, S.A.	ATS	Lima (Peru)	100.00	(1)
ACT Holdings, S.A. de C.V.		Mexico D.F. (Mexico)	100.00	(5)
Aguas de Skikda S.P.A.	Skikda	Dely Ibrahim (Algeria)	51.00	(4)
Arizona Solar One, LLC.	Solana	Arizona (United States)	100.00	(3)
ASI Operations LLC		Arizona (United States)	100.00	(3)
ASO Holdings Company, LLC.		Colorado (United States)	100.00*	(5)
Atlantica Investment Ltd.		Brentford (United Kingdom)	100.00	(5)
AYES International UK Ltd		Brentford (United Kingdom)	100.00	(5)
Atlantica Yield España S.L.		Seville (Spain)	100.00	(5)
ATN 2, S.A.	ATN 2	Lima (Peru)	100.00	(1)
AY Holding Uruguay, S.A.		Montevideo (Uruguay)	100.00	(5)
AYES Canada Inc.		Vancouver (Canada)	10.00**	(5)
Banitod, S.A.		Montevideo (Uruguay)	100.00	(5)
Cadonal, S.A.	Cadonal	Montevideo (Uruguay)	100.00	(3)
Carpio Solar Inversiones, S.A.		Seville (Spain)	100.00	(5)
Ecija Solar Inversiones, S.A.		Seville (Spain)	100.00	(5)
CKA1 Holding S. de R.L. de C.V.		Mexico D.F. (Mexico)	100.00	(5)
Estrellada, S.A.	Melowind	Montevideo (Uruguay)	100.00	(3)
Extremadura Equity Investments Sárl.		Luxembourg (Luxembourg)	100.00	(5)
Fotovoltaica Solar Sevilla, S.A.	Seville PV	Seville (Spain)	80.00	(3)
Geida Skikda, S.L.		Madrid (Spain)	67.00	(5)
Helioenergy Electricidad Uno, S.A.	Helioenergy 1	Seville (Spain)	100.00	(3)
Helioenergy Electricidad Dos, S.A.	Helioenergy 2	Seville (Spain)	100.00	(3)
Helios I Hyperion Energy Investments, S.A.	Helios 1	Seville (Spain)	100.00	(3)
Helios II Hyperion Energy Investments, S.A.	Helios 2	Seville (Spain)	100.00	(3)
Hidrocañete S.A.	Mini-Hydro	Lima (Peru)	100.00	(3)
Hypesol Energy Holding, S.L.		Seville (Spain)	100.00	(5)
Kaxu Solar One (Pty) Ltd.	Kaxu	Gauteng (South Africa)	51.00	(3)
Logrosán Equity Investments Sárl.		Luxembourg (Luxembourg)	100.00	(5)
Logrosán Solar Inversiones, S.A.		Seville (Spain)	100.00	(5)
Logrosán Solar Inversiones Dos, S.L.		Seville (Spain)	100.00	(5)
Mojave Solar Holdings, LLC.		Colorado (United States)	100.00	(5)
Mojave Solar LLC.	Mojave	Arizona (United States)	100.00	(3)
Palmatir S.A.	Palmatir	Montevideo (Uruguay)	100.00	(3)

Palmucho, S.A.	Palmucho	Santiago de Chile (Chile)	100.00	(1)
RRHH Servicios Corporativos, S. de R.L. de C.V.		Santa Barbara. (Mexico)	100.00	(5)
Sanlucar Solar, S.A.	PS-10	Seville (Spain)	100.00	(3)
Solaben Electricidad Uno S.A.	Solaben 1	Caceres (Spain)	100.00	(3)
Solaben Electricidad Dos S.A.	Solaben 2	Caceres (Spain)	70.00	(3)
Solaben Electricidad Tres S.A.	Solaben 3	Caceres (Spain)	70.00	(3)
Solaben Electricidad Seis S.A.	Solaben 6	Caceres (Spain)	100.00	(3)
Solaben Luxembourg S.A.		Luxembourg (Luxembourg)	100.00	(5)
Solacor Electricidad Uno, S.A.	Solacor 1	Seville (Spain)	87.00	(3)
Solacor Electricidad Dos, S.A.	Solacor 2	Seville (Spain)	87.00	(3)
ABY Servicios Corporativos S.A.		Seville (Spain)	100.00	(5)
Solar Processes, S.A.	PS-20	Seville (Spain)	100.00	(3)
Solnova Solar Inversiones, S.A.		Seville (Spain)	100.00	(5)
Solnova Electricidad, S.A.	Solnova 1	Seville (Spain)	100.00	(3)
Solnova Electricidad Tres, S.A.	Solnova 3	Seville (Spain)	100.00	(3)
Solnova Electricidad Cuatro, S.A.	Solnova 4	Seville (Spain)	100.00	(3)
Transmisora Mejillones, S.A.	Quadra 1	Santiago de Chile (Chile)	100.00	(1)
Transmisora Baquedano, S.A.	Quadra 2	Santiago de Chile (Chile)	100.00	(1)

(1) Business sector: Electric transmission lines
(2) Business sector: Efficient natural gas
(3) Business sector: Renewable energy
(4) Business sector: Water
(5) Holding Company
* 100% of Class A shares held by Liberty (US tax equity investor, non-related party).
** Atlantica has control over AYES Canada Inc. under IFRS 10, Consolidated Financial Statements.

The Appendices are an integral part of the Notes to the financial statements.

Appendix I

Entities included in the Group as subsidiaries as of December 31, 2018

Company name	Project name	Registered address	% of nominal share	Business
ACT Energy México, S. de R.L. de C.V.	ACT	Santa Barbara (Mexico)	100.00	(2)
ABY infraestructuras, S.L.		Seville (Spain)	100.00	(5)
ABY infrastructures USA LLC.		Arizona (United States)	100.00	(5)
ABY Concessions Infrastructures, S.LU.		Seville (Spain)	100.00	(5)
ABY Concessions Perú, S.A.		Lima (Peru)	100.00	(5)
ABY Holdings USA LLC		Arizona (United States)	100.00	(5)
ASHUSA Inc.		Arizona (United States)	100.00	(5)
ABY South Africa (Pty) Ltd		Pretoria (South Africa)	100.00	(5)
ASUSHI, Inc.		Arizona (United States)	100.00	(5)
Atlantica Yield Chile SpA		Santiago de Chile (Chile)	100.00	(5)
ATN, S.A.	ATN	Lima (Peru)	100.00	(1)
ABY Transmisión Sur, S.A.	ATS	Lima (Peru)	100.00	(1)
ACT Holdings, S.A. de C.V.		Mexico D.F. (Mexico)	100.00	(5)
Aguas de Skikda S.P.A.	Skikda	Dely Ibrahim (Algeria)	51.00	(4)
Arizona Solar One, LLC.	Solana	Arizona (United States)	100.00	(3)
ASO Holdings Company, LLC.		Colorado (United States)	100.00*	(5)
Atlantica Investment Ltd.		Brentford (United Kingdom)	100.00	(5)
ATN 2, S.A.	ATN 2	Lima (Peru)	100.00	(1)
AY Holding Uruguay, S.A.		Montevideo (Uruguay)	100.00	(5)
Banitod, S.A.		Montevideo (Uruguay)	100.00	(5)
Cadonal, S.A.	Cadonal	Montevideo (Uruguay)	100.00	(3)
Carpio Solar Inversiones, S.A.		Seville (Spain)	100.00	(5)
Ecija Solar Inversiones, S.A.		Seville (Spain)	100.00	(5)
CKA1 Holding S. de R.L. de C.V.		Mexico D.F. (Mexico)	100.00	(5)
Estrellada, S.A.	Melowind	Montevideo (Uruguay)	100.00	(3)
Extremadura Equity Investments Sárl.		Luxembourg (Luxembourg)	100.00	(5)
Fotovoltaica Solar Sevilla, S.A.	Seville PV	Seville (Spain)	80.00	(3)
Geida Skikda, S.L.		Madrid (Spain)	67.00	(5)
Helioenergy Electricidad Uno, S.A.	Helioenergy 1	Seville (Spain)	100.00	(3)
Helioenergy Electricidad Dos, S.A.	Helioenergy 2	Seville (Spain)	100.00	(3)
Helios I Hyperion Energy Investments, S.A.	Helios 1	Seville (Spain)	100.00	(3)
Helios II Hyperion Energy Investments, S.A.	Helios 2	Seville (Spain)	100.00	(3)
Hidrocañete S.A.	Mini-Hydro	Lima (Peru)	100.00	(3)
Hypesol Energy Holding, S.L.		Seville (Spain)	100.00	(5)
Kaxu Solar One (Pty) Ltd.	Kaxu	Gauteng (South Africa)	51.00	(3)
Logrosán Equity Investments Sárl.		Luxembourg (Luxembourg)	100.00	(5)
Logrosán Solar Inversiones, S.A.		Seville (Spain)	100.00	(5)
Logrosán Solar Inversiones Dos, S.L.		Seville (Spain)	100.00	(5)
Mojave Solar Holdings, LLC.		Colorado (United States)	100.00	(5)
Mojave Solar LLC.	Mojave	Arizona (United States)	100.00	(3)
Palmatir S.A.	Palmatir	Montevideo (Uruguay)	100.00	(3)
Palmucho, S.A.	Palmucho	Santiago de Chile (Chile)	100.00	(1)
RRHH Servicios Corporativos, S. de R.L. de C.V.		Santa Barbara. (Mexico)	100.00	(5)

Sanlucar Solar, S.A.	PS-10	Seville (Spain)	100.00	(3)
Solaben Electricidad Uno S.A.	Solaben 1	Caceres (Spain)	100.00	(3)
Solaben Electricidad Dos S.A.	Solaben 2	Caceres (Spain)	70.00	(3)
Solaben Electricidad Tres S.A.	Solaben 3	Caceres (Spain)	70.00	(3)
Solaben Electricidad Seis S.A.	Solaben 6	Caceres (Spain)	100.00	(3)
Solaben Luxembourg S.A.		Luxembourg (Luxembourg)	100.00	(5)
Solacor Electricidad Uno, S.A.	Solacor 1	Seville (Spain)	87.00	(3)
Solacor Electricidad Dos, S.A.	Solacor 2	Seville (Spain)	87.00	(3)
ABY Servicios Corporativos S.A.		Seville (Spain)	100.00	(5)
Solar Processes, S.A.	PS-20	Seville (Spain)	100.00	(3)
Solnova Solar Inversiones, S.A.		Seville (Spain)	100.00	(5)
Solnova Electricidad, S.A.	Solnova 1	Seville (Spain)	100.00	(3)
Solnova Electricidad Tres, S.A.	Solnova 3	Seville (Spain)	100.00	(3)
Solnova Electricidad Cuatro, S.A.	Solnova 4	Seville (Spain)	100.00	(3)
Transmisora Mejillones, S.A.	Quadra 1	Santiago de Chile (Chile)	100.00	(1)
Transmisora Baquedano, S.A.	Quadra 2	Santiago de Chile (Chile)	100.00	(1)

(1) Business sector: Electric transmission lines
(2) Business sector: Efficient natural gas
(3) Business sector: Renewable energy
(4) Business sector: Water
(5) Holding Company
* 100% of Class A shares held by Liberty (US tax equity investor, non-related party).

The Appendices are an integral part of the Notes to the financial statements.

Appendix II

Investments recorded under the equity method as of December 31, 2019

Company name	Project name	Registered address	% of nominal share	Business
ABY Infraestructuras, S.L.		Seville (Spain)	20.0	(3)
AC Renovables Sol 1 S.A.S. E.S.P.		Bogota (Colombia)	50.0	(3)
Amherst Island Partnership	Windlectric	Ontario (Canada)	30.0	(3)
Arroyo Energy Netherlands II B.V.	Monterrey	Amsterdam (Netherlands)	30.0	(2)
Ca Ku A1, S.A.P.I de CV		Mexico D.F. (Mexico)	5.0	(2)
Evacuacion Valdecaballeros, S.L.		Caceres (Spain)	57.2	(3)
Evacuación Villanueva del Rey, S.L.		Seville (Spain)	40.0	(3)
Geida Tlemcen S.L.	Honaine	Madrid (Spain)	50.0	(4)
PA Renovables Sol 1 S.A.S. E.S.P.		Bogota (Colombia)	50.0	(3)
Pectonex R.F.		Pretoria (South Africa)	50.0	(3)
SJ Renovables Sun 1 S.A.S. E.S.P.		Bogota (Colombia)	50.0	(3)
SJ Renovables Wind 1 S.A.S. E.S.P.		Bogota (Colombia)	50.0	(3)

Investments recorded under the equity method as of December 31, 2018

Company name	Project name	Registered address	% of nominal share	Business
Evacuacion Valdecaballeros, S.L.		Caceres (Spain)	57.2	(3)
Geida Tlemcen S.L.	Honaine	Madrid (Spain)	50.0	(4)
Pectonex R.F.		Pretoria (South Africa)	50.0	(3)
Evacuación Villanueva del Rey, S.L.		Seville (Spain)	40.0	(3)
Ca Ku A1, S.A.P.I de CV		Mexico D.F. (Mexico)	5.0	(2)

(1) Business sector: Electric transmission lines
(2) Business sector: Efficient natural gas
(3) Business sector: Renewable energy
(4) Business sector: Water
(5) Holding Company

The Appendices are an integral part of the Notes to the consolidated financial statements.

Projects subject to the application of IFRIC 12 interpretation based on the concession of services as of December 31, 2019 and 2018

Description of the Arrangements

Solana

Solana is a 250 MW net (280 MW gross) solar electric generation facility located in Maricopa County, Arizona, approximately 70 miles southwest of Phoenix. Arizona Solar One LLC, or Arizona Solar, owns the Solana project. Solana includes a 22-mile 230kV transmission line and a molten salt thermal energy storage system. The construction of Solana commenced in December 2010 and Solana reached COD on October 9, 2013.

Solana has a 30-year, PPA with Arizona Public Service, or APS, approved by the Arizona Corporation Commission (ACC). The PPA provides for the sale of electricity at a fixed price per MWh with annual increases of 1.84% per year. The PPA includes limitations on the amount and condition of the energy that is received by APS with minimum and maximum thresholds for delivery capacity that must not be breached.

Mojave

Mojave is a 250 MW net (280 MW gross) solar electric generation facility located in San Bernardino County, California, approximately 100 miles northeast of Los Angeles. Abengoa commenced construction of Mojave in September 2011 and Mojave reached COD on December 1, 2014.

Mojave has a 25-year, PPA with Pacific Gas & Electric Company, or PG&E, approved by the California Public Utilities Commission (CPUC). The PPA began on COD. The PPA provides for the sale of electricity at a fixed base price per MWh without any indexation mechanism, including limitations on the amount and condition of the energy that is received by PG&E with minimum and maximum thresholds for delivery capacity that must not be breached.

Palmatir

Palmatir is an on-shore wind farm facility in Uruguay with nominal installed capacity of 50 MW. Palmatir has 25 wind turbines and each turbine has a nominal capacity of 2 MW. UTE (Administracion Nacional de Usinas y Transmisiones Electricas), Uruguay’s state-owned electricity company, has agreed to purchase all energy produced by Palmatir pursuant to a 20-year PPA.

Palmatir reached COD in May 2014. The wind farm is located in Tacuarembo, 170 miles north of the city of Montevideo.

Palmatir signed a PPA with UTE on September 14, 2011 for 100% of the electricity produced, approved by URSEA (Unidad Reguladora de Servicios de Energia y Agua). UTE will pay a fixed-price tariff per MWh under the PPA, which is denominated in U.S. dollars and will be partially adjusted in January of each year according to a formula based on inflation.

Cadonal

Cadonal is an on-shore wind farm facility in Uruguay with nominal installed capacity of 50 MW. Cadonal has 25 wind turbines and each turbine has a nominal capacity of 2 MW each. UTE (Administracion Nacional de Usinas y Trasmisiones Electricas), Uruguay´s state-owned electricity company, has agreed to purchase all energy produced by Cadonal pursuant to a 20-year PPA.

Cadonal reached COD in December 2014. The wind farm is located in Flores, 105 miles north of the city of Montevideo.

Cadonal signed a PPA with UTE on December 28, 2012 for 100% of the electricity produced, approved by URSEA (Unidad Reguladora de Servicios de Energia y Agua). UTE pays a fixed tariff per MWh under the PPA, which is denominated in U.S. dollars and will be adjusted every January considering both U.S. and Uruguay´s inflation indexes and the exchange rate between Uruguayan pesos and U.S. dollars.

Solaben 2 & Solaben 3

The Solaben 2 and Solaben 3 are two 50 MW Concentrating Solar Power facilities and are part of Abengoa's Extremadura Solar Complex. The Extremadura Solar Complex consists of four Concentrating Solar Power plants (Solaben 1, Solaben 2, Solaben 3 and Solaben 6), and is located in the municipality of Logrosan, Spain. Abengoa commenced construction of Solaben 2 and Solaben 3 in August 2010. Solaben 2 reached COD in June 2012 and Solaben 3 reached COD in October 2012. Solaben Electricidad Dos, S.A., or SE2, owns Solaben 2 and Solaben Electricidad Tres, S.A., or SE3, owns Solaben 3.

Renewable energy plants in Spain, like Solaben 2 and Solaben 3, are regulated by the Government through a series of laws and rulings which guarantee the owners of the plants a reasonable remuneration for their investments. Solaben 2 and Solaben 3 sell the power they produce into the wholesale electricity market, where offer and demand are matched and the pool price is determined, and also receive additional payments from the Comision Nacional de los Mercados y de la Competencia, or CNMC, the Spanish state-owned regulator.

Solacor 1 & Solacor 2

The Solacor 1 and Solacor 2 are two 50 MW Concentrating Solar Power facilities and are part of Abengoa's El Carpio Solar Complex, located in the municipality of El Carpio, Spain. The Carpio Solar Complex consists in a conventional parabolic trough Concentrating Solar Power system to generate electricity. Abengoa commenced construction of Solacor 1 and Solacor 2 in September 2010. The COD was reached in two phases, the first one, Solacor 1, was reached in February 2012 and the second one, Solacor 2, was reached in March 2012. JGC Corporation holds 13% of Solacor 1 & Solacor 2, a Japanese engineering company.

Renewable energy plants in Spain, like Solacor 1 and Solacor 2, are regulated by the Government through a series of laws and rulings which guarantee the owners of the plants a reasonable remuneration for their investments. Solacor 1 and Solacor 2 sell the power they produce into the wholesale electricity market, where offer and demand are matched and the pool price is determined, and also receive additional payments from the Comision Nacional de los Mercados y de la Competencia, or CNMC, the Spanish state-owned regulator.

ACT

The ACT plant is a gas-fired cogeneration facility with a rated capacity of approximately 300 MW and between 550 and 800 metric tons per hour of steam. The plant includes a substation and an approximately 52 mile and 115-kilowatt transmission line.

On September 18, 2009, ACT Energy México entered into the Pemex Conversion Services Agreement, or the Pemex CSA, with Petroleos Mexicanos, or Pemex. Pemex is a state-owned oil and gas company supervised by the Comision Reguladora de Energía (CRE), the Mexican state agency that regulates the energy industry. The Pemex CSA has a term of 20 years from the in-service date and will expire on March 31, 2033.

According to the Pemex CSA, ACT must provide, in exchange for a fixed price with escalation adjustments, services including the supply and transformation of natural gas and water into thermal energy and electricity. Part of the electricity is to be supplied directly to a Pemex facility nearby, allowing the Comision Federal de Electricidad (CFE) to supply less electricity to that facility. Approximately 90% of the electricity must be injected into the Mexican electricity network to be used by retail and industrial end customers of CFE in the region. Pemex is then entitled to receive an equivalent amount of energy in more than 1,000 of their facilities in other parts of the country from CFE, following an adjustment mechanism under the supervision of CFE.

The Pemex CSA is denominated in U.S. dollars. The price is a fixed tariff and will be adjusted annually, part of it according to inflation and part according to a mechanism agreed in the contract that on average over the life of the contract reflects expected inflation. The components of the price structure and yearly adjustment mechanisms were prepared by Pemex and provided to bidders as part of the request for proposal documents.

ATN

ATN, or the ATN Project, in Peru is part of the SGT (Sistema Garantizado de Transmision), which includes all transmission line concessions allocated by a bidding process by the government and is comprised of the following facilities:

(i) the approximately 356 mile, 220kV line from Carhuamayo-Paragsha-Conococha-Kiman-Ayllu-Cajamarca Norte;

(ii) the 4.3 mile, 138kV link between the existing Huallanca substation and Kiman Ayllu substations;

(iii) the 1.9 mile, 138kV link between the 138kV Carhuamayo substation and the 220kV Carhuamayo substation;

(iv) the new Conococha and Kiman Ayllu substations; and

(v) the expansion of the Cajamarca Norte, 220kV Carhuamayo, 138kV Carhuamayo and 220kV Paragsha substations.

Additionally, on December 28, 2018 ATN completed the acquisition of a 220-kV power substation and two small transmission lines to connect the lines of the Company to the Shahuindo mine located nearby (ATN Expansion 1) and, on October 22, 2019, the Company closed the acquisition of ATN Expansion 2.

Pursuant to the initial concession agreement, the Ministry of Energy, on behalf of the Peruvian Government, granted ATN a concession to construct, develop, own, operate and maintain the ATN Project. The initial concession agreement became effective on May 22, 2008 and will expire 30 years after COD of the first tranche of the line, which took place in January 2011. ATN is obliged to provide the service of transmission of electric energy through the operation and maintenance of the electric transmission line, according to the terms of the contract and the applicable law.

The laws and regulations of Peru establish the key parameters of the concession contract, the price indexation mechanism, the rights and obligations of the operator and the procedures that have to be followed in order to fix the applicable tariff, which occurs through a regulated bidding process. Once the bidding process is complete and the operator is granted the concession, the pricing of the power transmission service is established in the concession agreement. ATN has a 30-year concession agreement with a fixed-price tariff base denominated in U.S. dollars that is adjusted annually after COD of each line, in accordance with the U.S. Finished Goods Less Food and Energy Index published by the U.S. Department of Labor.

ATS

ABY Transmision Sur, or ATS Project, in Peru is part of the Guaranteed Transmission System, or (Sistema Garantizado de Transmisión) which includes all transmission line concessions allocated by a bidding process by the government, and is comprised of:

(i) one 500kV electric transmission line and two short 220kV electric transmission lines, which are linked to existing substations;

(ii) three new 500kV substations; and

(iii) three existing substations (two existing 220kV substations and one existing 550/220kV substation), through the development of new transformers, line reactors, series reactive compensation and shunt reactions in some substations.

Pursuant to the initial concession agreement, the Ministry of Energy, on behalf of the Peruvian Government, granted ATS a concession to construct, develop, own, operate and maintain the ATS Project. The initial concession agreement became effective on July 22, 2010 and will expire 30 years after COD, which took place in January 2014. ATS is obliged to provide the service of transmission of electric energy through the operation and maintenance of the electric transmission line, according to the terms of the contract and the applicable law.

The laws and regulations of Peru establish the key parameters of the concession contract, the price indexation mechanism, the rights and obligations of the operator and the procedure that has to be followed in order to fix the applicable tariff, which occurs through a regulated bidding process. Once the bidding process is complete and the operator is granted the concession, the pricing of the power transmission service is established in the concession agreement. ATS has a 30-year concession agreement with fixed-price tariff base denominated in U.S. dollars that is adjusted annually after COD of each line, in accordance with the U.S. Finished Goods Less Food and Energy Index published by the U.S. Department of Labor.

Quadra 1 & Quadra 2

Transmisora Mejillones, or Quadra 1, is a 49-miles transmission line project and Tranmisora Baquedano, or Quadra 2, is a 32-miles transmission line project, each connected to the Sierra Gorda substations.

Both projects have concession agreements with Sierra Gorda SCM. The agreements are denominated in U.S. dollars and are indexed mainly to CPI. The concession agreements each have a 21-year term that began on COD, which took place in April 2014 and March 2014 for Quadra 1 and Quadra 2, respectively.

Quadra 1 and Quadra 2 belong to the Northern Interconnected System (SING), one of the two interconnected systems into which the Chilean electricity market is divided and structured for both technical and regulatory purposes.

As part of the SING, Quadra 1 and Quadra 2 and the service they provide are regulated by several regulatory bodies, in particular: the Superintendent’s office of Electricity and Fuels (Superintendencia de Electricidad y Combustibles, SEC), the Economic Local Dispatch Center (Centro de Despacho Economico de Cargas, CDEC), the National Board of Energy (Comision Nacional de Energia, CNE) and the National Environmental Board (Comision Nacional de Medio Ambiente, CONAMA) and other environmental regulatory bodies.

In all these concession arrangements, the operator has all the rights necessary to manage, operate and maintain the assets and the obligation to provide the services defined above, which are clearly defined in each concession contract and in the applicable regulations in each country.

Helioenergy 1&2

The Helioenergy 1/2 project is located in Ecija, Spain. Abengoa started the construction of Helioenergy in 2010, and reached COD in 2011. Since COD, the projects have obtained good generation results achieving systematically year after year results aligned or above the target productions defined.

Helioenergy relies on a Conventional parabolic trough Concentrating Solar Power system to generate electricity. Helioenergy evacuates its electricity through an aerial underground line 220 kV from the substation of the plant to a 220 kV line that ends in SET Villanueva del Rey (owned by Red Eléctrica de España), where the connection point of the plant is located.

Renewable energy plants in Spain, like Helionergy 1 and Helionergy 2, are regulated by the Government through a series of laws and rulings which guarantee the owners of the plants a reasonable remuneration for their investments. Helionergy 1 and Helionergy 2 sell the power they produce into the wholesale electricity market, where offer and demand are matched and the pool price is determined, and also receive additional payments from the Comision Nacional de los Mercados y de la Competencia, or CNMC, the Spanish state-owned regulator.

Helios 1&2

The Helios 1/2 project is a 100 MW Concentrating Solar Power facility known as Plataforma Solar Castilla la Mancha, located in the municipality of Arenas de San Juan, Puerto Lápice and Villarta de San Juan, Spain. Helios 1 COD was reached in 2Q 2012, Helios 2 COD was reached in 3Q 2012. Since COD, the projects have obtained good generation results aligned or above the production targets.

Helios 1/2 relies on a Conventional parabolic trough Concentrating Solar Power system to generate electricity. The technology is identical to the one used at Solaben 2/3 and Solacor 1/2.

Renewable energy plants in Spain, like Helios 1 and Helios 2, are regulated by the Government through a series of laws and rulings which guarantee the owners of the plants a reasonable remuneration for their investments. Helios 1 and Helios 2 sell the power they produce into the wholesale electricity market, where offer and demand are matched and the pool price is determined, and also receive additional payments from the Comision Nacional de los Mercados y de la Competencia, or CNMC, the Spanish state-owned regulator.

Solnova 1,3&4

The Solnova 1/3/4 project is a 150 MW Concentrating Solar Power facility, part of the Sanlucar Solar Platform, located in the municipality of Sanlucar la Mayor, Spain. Solnova 1 COD was reached in 2Q 2010, Solnova 3 COD was reached in 2Q 2010 and Solnova 4 COD was reached in 3Q 2010. Since COD, the projects have obtained good generation results achieving results aligned with the target production numbers.

Solnova 1/3/4 relies on a Conventional parabolic trough Concentrating Solar Power system to generate electricity. The technology is identical to the one used at Solaben 2/3 and Solacor 1/2.

Solnova 1/3/4 evacuates its electricity through an aerial-underground line 66 kV from the substation of the plant to a 220 kV line that ends in SET Casaquemada, where the connection point of the plant is located.

Renewable energy plants in Spain, like Solnova 1, Solnova 3 and Solnova 4, are regulated by the Government through a series of laws and rulings which guarantee the owners of the plants a reasonable remuneration for their investments. Solnova 1, Solnova 3 and Solnova 4 sell the power they produce into the wholesale electricity market, where offer and demand are matched and the pool price is determined, and also receive additional payments from the Comision Nacional de los Mercados y de la Competencia, or CNMC, the Spanish state-owned regulator.

Honaine

The Honaine project is a water desalination plant located in Taffsout, Algeria, near three important cities: Oran, to the northeast, and Sidi Bel Abbés and Tlemcen, to the southeast. Myah Bahr Honaine Spa, or MBH, is the vehicle incorporated in Algeria for the purposes of owning the Honaine project. Algerian Energy Company, SPA, or AEC, owns 49% and Sacyr Agua S.L., a subsidiary of Sacyr, S.A., owns the remaining 25.5% of the Honaine project.

AEC is the Algerian agency in charge of delivering Algeria's large-scale desalination program. It is a joint venture set up in 2001 between the national oil and gas company, Sonatrach, and the national gas and electricity company, Sonelgaz. Each of Sonatrach and Sonelgaz owns 50% of AEC.

The technology selected for the Honaine plant is currently the most commonly used in this kind of project. It consists of desalination using membranes by reverse osmosis. Honaine has a capacity of seven M ft3 per day of desalinated water and it is under operation since July 2012. The project serves a population of 1.0 million.

The water purchase agreement is a U.S. dollar indexed 25-year take-or-pay contract with Sonatrach / Algérienne des Eaux, or ADE. The tariff structure is based upon plant capacity and water production, covering variable cost (water cost plus electricity cost). Tariffs are adjusted monthly based on the indexation mechanisms that include local inflation, U.S. inflation and the exchange rate between the U.S. dollar and local currency.

Skikda

The Skikda project is a water desalination plant located in Skikda, Algeria. Skikda is located 510 km east of Alger. Aguas de Skikda, or ADS, is the vehicle incorporated in Algeria for the purposes of owning the Skikda project. AEC owns 49% and Sacyr Agua S.L. owns the remaining 16.83% of the Skikda project.

AEC is the Algerian agency in charge of delivering Algeria's large-scale desalination program. It is a joint venture set up in 2001 between the national oil and gas company, Sonatrach, and the national gas and electricity company, Sonelgaz. Each of Sonatrach and Sonelgaz owns 50% of AEC.

The technology selected for the Skikda plant is currently the most commonly used in this kind of project. It consists of the use of membranes to obtain desalinated water by reverse osmosis. Skikda has a capacity of 3.5 M ft3 per day of desalinated water and is in operation since February 2009. The project serves a population of 0.5 million.

The water purchase agreement is a U.S. dollar indexed 25-year take-or-pay contract with Sonatrach / ADE. The tariff structure is based upon plant capacity and water production, covering variable cost (water cost plus electricity cost). Tariffs are adjusted monthly based on the indexation mechanisms that include local inflation, U.S. inflation and the exchange rate between the U.S. dollar and local currency.

ATN 2

ATN 2, in Peru, is part of the Complementary Transmission System, or Sistema Complementario de Transmision, SCT, and is comprised of the following facilities:

(i) The approximately 130km, 220kV line from SE Cotaruse to Las Bambas;

(ii) The connection to the gate of Las Bambas Substation

(iii) The expansion of the Cotaruse 220kV substation (works assigned to Consorcio Transmantaro)

The Client is Las Bambas Mining Company, a company owned by a partnership conformed by a subsidiary of China Minmetals Corporation (62.5%), a wholly owned subsidiary of Guoxin International Investment Co. Ltd (22.5%) and CITIC Metal Co. Ltd (15.0%). China Minmetals Corporation is the fifth largest metals company included in the Fortune Global 500 list.

Abengoa started the permitting phase of ATN2 Project in May 2011; and the plant reached COD during May 2015.

The ATN2 Project has a 18-year contract period, after that, ATN2 assets will remain as property of the SPV and therefore it is likely a new contract could be negotiated. The ATN2 Project has a fixed-price tariff base denominated in U.S. dollars, partially adjusted annually in accordance with the U.S. Finished Goods Less Food and Energy Index as published by the U.S. Department of Labor. The receipt of the tariff base is independent from the effective utilization of the transmission lines and substations related to the ATN2 Project. The tariff base is intended to provide the ATN2 Project with consistent and predictable monthly revenues sufficient to cover the ATN2 Project's operating costs and debt service and to earn an equity return. Peruvian law requires the existence of a definitive concession agreement to perform electricity transmission activities where the transmission facilities cross public land or land owned by third parties. On May 31, 2014, the Ministry of Energy granted the project a definitive concession agreement to the transmission lines of the ATN2 Project.

Kaxu

Kaxu Solar One, or Kaxu, is a 100 MW solar Conventional Parabolic Trough Project located in Paulputs in the Northern Cape Province of South Africa, approximately 30 km north east of the small town of Pofadder. Atlantica, through ABY South Africa (Pty) Ltd., owns 51% of the Kaxu Project. The Project Company, named Kaxu Solar One (Pty) Ltd., is owned by a consortium composed by ABY South Africa (51%), Industrial Development Corporation of South Africa (29%) and Kaxu Community Trust (20%).

The project reached COD in February 2015.

Kaxu has a 20-year PPA with Eskom SOC Ltd., or Eskom, under a take or pay contract for the purchase of electricity up to the contracted capacity from the facility. Eskom purchases all the output of the Kaxu Plant under a fixed price formula in local currency subject to indexation to local inflation which protects the Company from potential devaluation over the long term. Being the project COD February 2015, the PPA expires on February 2035.

Solaben 1&6

The Solaben 1&6 is a 100 MW Concentrated Solar Power facility part of the Extremadura Solar Platform, located in the municipality of Logrosán, Spain. Solaben 1/6 COD was reached on September 1, 2013. Since COD, the projects have obtained good generation aligned with the target production figures.

Solaben 1&6 relies on a Conventional Parabolic through Concentrating Solar Power system to generate electricity. The technology is identical to the one used at Solaben 2/3 and Solacor 1/2 projects.

Renewable energy plants in Spain, like Solaben 1 and Solaben 6, are regulated by the Government through a series of laws and rulings which guarantee the owners of the plants a reasonable remuneration for their investments. Solaben 1 and Solaben 6 sell the power they produce into the wholesale electricity market, where offer and demand are matched and the pool price is determined, and also receive additional payments from the Comisión Nacional de los Mercados y de la Competencia, or CNMC, the Spanish state-owned regulator.

Melowind

Melowind is an on-shore wind farm facility wholly owned by the Company, located in Uruguay with nominal installed capacity of 50 MW. Melowind has 20 wind turbines of 2.5 MW each. The asset reached COD in November 2015. The wind farm is located in Cerro Largo, 200 miles north of the city of Montevideo. Nordex supplied the turbines.

Melowind is not expected to pay significant corporate taxes in the next 10 years due to the specific tax exemptions established by the Uruguayan government for renewable assets.

Melowind signed a 20-year PPA with UTE in 2015, for 100% of the electricity produced. UTE pays a fixed tariff under the PPA, which is denominated in U.S. dollars and is partially adjusted every year based on a formula referring to U.S. CPI, the Uruguay’s Indice de Precios al Productor de Productos Nacionales and the applicable UYU/U.S. dollars exchange rate.

Melowind signed an agreement with Nordex, covering the maintenance tasks of the wind turbines. The scope of works of this agreement is complete, as it includes operation, scheduled and unscheduled maintenance. In addition, Melowind signed a O&M agreement with Ingener covering the maintenance tasks of the civil works and electrical infrastructure.

Appendix III-2

Projects subject to the application of IFRIC 12 interpretation based on the concession of services as of December 31, 2019

Project name	Country	Status(1)	% of Nominal Share(2)	Period of Concession(4)(5)	off-taker(7)	Financial/ Intangible(3)	Assets/ Investment	Accumulated Amortization	Operating Profit/ (Loss)(8)	Arrangement Terms (price)	Description of the Arrangement
Renewable energy:											
Solana	USA	(O)	100.0	30 Years	APS	(I)	1,916,268	(424,627)	47,344	Fixed price per MWh with annual increases of 1.84% per year	30-year PPA with APS regulated by ACC
Mojave	USA	(O)	100.0	25 Years	PG&E	(I)	1,556,638	(312,544)	49,939	Fixed price per MWh without any indexation mechanism	25-year PPA with PG&E regulated by CPUC and CAEC
Palmatir	Uruguay	(O)	100.0	20 Years	UTE, Uruguay Administration	(I)	148,043	(43,967)	3,537	Fixed price per MWh in USD with annual increases based on inflation	20-year PPA with UTE, Uruguay state-owned utility
Cadonal	Uruguay	(O)	100.0	20 Years	UTE, Uruguay Administration	(I)	122,104	(43,987)	2,650	Fixed price per MWh in USD with annual increases based on inflation	20-year PPA with UTE, Uruguay state-owned utility
Melowind	Uruguay	(O)	100.0	20 Years	UTE, Uruguay Administration	(I)	136,421	(22,501)	3,826	Fixed price per MWh in USD with annual increases based on inflation	20-year PPA with UTE, Uruguay state-owned utility

Solaben 2	Spain	(O)	70.0	25 Years	Kingdom of Spain	(I)	308,407	(63,275)	12,763	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solaben 3	Spain	(O)	70.0	25 Years	Kingdom of Spain	(I)	307,174	(65,072)	12,836	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solacor 1	Spain	(O)	87.0	25 Years	Kingdom of Spain	(I)	311,963	(70,393)	11,569	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solacor 2	Spain	(O)	87.0	25 Years	Kingdom of Spain	(I)	324,834	(72,228)	11,559	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solnova 1	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	311,759	(89,172)	15,482	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solnova 3	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	292,904	(80,829)	16,569	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solnova 4	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	271,943	(74,523)	15,966	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain

Helios 1	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	313,132	(66,794)	14,095	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Helios 2	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	304,945	(63,626)	14,346	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Helioenergy 1	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	303,316	(68,486)	14,927	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Helioenergy 2	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	304,083	(66,007)	16,130	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solaben 1	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	303,392	(54,293)	12,603	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solaben 6	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	300,209	(53,641)	11,730	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Kaxu	South Africa	(O)	51.0	20 Years	Eskom	(I)	543,761	(132,849)	53,040	Take or pay contract for the purchase of electricity up to the contracted capacity from the facility.	20-year PPA with Eskom SOC Ltd. With a fixed price formula in local currency subject to indexation to local inflation

Efficient natural gas:

ACT	Mexico	(O)	100.0	20 Years	Pemex	(F)	610,363	-	113,549	Fixed price to compensate both investment and O&M costs, established in USD and adjusted annually partially according to inflation and partially according to a mechanism agreed in contract	20-year Services Agreement with Pemex, Mexican oil & gas state-owned company

Electric transmission lines:

ATS	Peru	(O)	100.0	30 Years	Republic of Peru	(I)	531,779	(104,201)	28,993	Tariff fixed by contract and adjusted annually in accordance with the US Finished Goods Less Food and Energy inflation index	30-year Concession Agreement with the Peruvian Government
ATN	Peru	(O)	100.0	30 Years	Republic of Peru	(I)	356,876	(93,061)	5,680	Tariff fixed by contract and adjusted annually in accordance with the US Finished Goods Less Food and Energy inflation index	30-year Concession Agreement with the Peruvian Government
Quadra I	Chile	(O)	100.0	21 Years	Sierra Gorda	(F)	41,237	-	5,716	Fixed price in USD with annual adjustments indexed mainly to US CPI	21-year Concession Contract with Sierra Gorda regulated by CDEC and the Superentendencia de Electricidad, among others

Quadra II	Chile	(O)	100.0	21 Years	Sierra Gorda	(F)	55,157	-	6,638	Fixed price in USD with annual adjustments indexed mainly to US CPI	21-year Concession Contract with Sierra Gorda regulated by CDEC and the Superentendencia de Electricidad, among others
ATN 2	Peru	(O)	100.0	18 Years	Las Bambas Mining	(F)	80,407	-	14,432	Fixed-price tariff base denominated in U.S. dollars with Las Bambas	18 years purchase agreement
Water:											
Skikda	Argelia	(O)	34.2	25 Years	Sonatrach & ADE	(F)	87,285	-	15,583	U.S. dollar indexed take-or-pay contract with Sonatrach / ADE	25 years purchase agreement
Honaine	Argelia	(O)	25.5	25 Years	Sonatrach & ADE	(F)	N/A(9)	N/A(9)	N/A(9)	U.S. dollar indexed take-or-pay contract with Sonatrach / ADE	25 years purchase agreement

(1) In operation (O), Construction (C) as of December 31, 2019.
(2) Liberty Interactive Corporation agreed to invest $300 million in Class A membership interests in exchange for a share of the dividends and the taxable loss generated by Solana on October 2, 2013. Itochu Corporation holds 30% of the economic rights to each of Solaben 2 and Solaben 3. JGC Corporation holds 13% of the economic rights to each Solacor 1 and Solacor 2. Algerian Energy Company, SPA, or AEC, owns 49% and Sacyr Agua, S.L., a subsidiary of Sacyr, S.A., owns the remaining 25.5% of the Honaine project. AEC owns 49% and Sacyr Agua S.L. owns the remaining 16.83% of the Skikda project. Industrial Development Corporation of South Africa (29%) & Kaxu Community Trust (20%) for the Kaxu Project
(3) Classified as concessional financial asset (F) or as intangible assets (I).
(4) The infrastructure is used for its entire useful life. There are no obligations to deliver assets at the end of the concession periods, except for ATN and ATS.
(5) Generally, there are no termination provisions other than customary clauses for situations such as bankruptcy or fraud from the operator, for example.
(6) Sales to wholesale markets and additional fixed payments established by the Spanish government.
(7) In each case the off-taker is the grantor.
(8) Figures reflect the contribution to the consolidated financial statements of Atlantica Yield Plc. as of December 31, 2019.
(9) Recorded under the equity method.

The Appendices are an integral part of the Notes to the consolidated financial statements.

Projects subject to the application of IFRIC 12 interpretation based on the concession of services as of December 31, 2018

Project name	Country	Status(1)	% of Nominal Share(2)	Period of Concession(4)(5)	off-taker(7)	Financial/ Intangible(3)	Assets/ Investment	Accumulated Amortization	Operating Profit/ (Loss)(8)	Arrangement Terms (price)	Description of the Arrangement
Renewable energy:											
Solana	USA	(O)	100.0	30 Years	APS	(I)	1,937,684	(372,638)	13,563	Fixed price per MWh with annual increases of 1.84% per year	30-year PPA with APS regulated by ACC
Mojave	USA	(O)	100.0	25 Years	PG&E	(I)	1,556,435	(250,973)	56,100	Fixed price per MWh without any indexation mechanism	25-year PPA with PG&E regulated by CPUC and CAEC
Palmatir	Uruguay	(O)	100.0	20 Years	UTE, Uruguay Administration	(I)	148,030	(36,731)	5,070	Fixed price per MWh in USD with annual increases based on inflation	20-year PPA with UTE, Uruguay state-owned utility
Cadonal	Uruguay	(O)	100.0	20 Years	UTE, Uruguay Administration	(I)	122,045	(38,842)	3,553	Fixed price per MWh in USD with annual increases based on inflation	20-year PPA with UTE, Uruguay state-owned utility
Melowind	Uruguay	(O)	100.0	20 Years	UTE, Uruguay Administration	(I)	132,595	(13,205)	203	Fixed price per MWh in USD with annual increases based on inflation	20-year PPA with UTE, Uruguay state-owned utility

Solaben 2	Spain	(O)	70.0	25 Years	Kingdom of Spain	(I)	315,226	(55,685)	12,729	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solaben 3	Spain	(O)	70.0	25 Years	Kingdom of Spain	(I)	314,022	(57,751)	13,367	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solacor 1	Spain	(O)	87.0	25 Years	Kingdom of Spain	(I)	318,987	(62,757)	12,510	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solacor 2	Spain	(O)	87.0	25 Years	Kingdom of Spain	(I)	332,131	(64,219)	11,936	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solnova 1	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	318,821	(82,190)	14,604	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solnova 3	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	299,539	(74,471)	15,913	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solnova 4	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	278,104	(68,488)	17,710	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain

Helios 1	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	320,154	(59,290)	12,061	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Helios 2	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	311,764	(56,234)	12,695	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Helioenergy 1	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	310,186	(61,812)	15,529	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Helioenergy 2	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	310,943	(59,180)	16,258	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solaben 1	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	310,259	(46,470)	11,623	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Solaben 6	Spain	(O)	100.0	25 Years	Kingdom of Spain	(I)	307,037	(45,922)	12,250	Regulated revenue base(6)	Regulated revenue established by different laws and rulings in Spain
Kaxu	South Africa	(O)	51.0	20 Years	Eskom	(I)	526,172	(101,943)	56,214	Take or pay contract for the purchase of electricity up to the contracted capacity from the facility.	20-year PPA with Eskom SOC Ltd. With a fixed price formula in local currency subject to indexation to local inflation

Efficient natural gas:

ACT	Mexico	(O)	100.0	20 Years	Pemex	(F)	635,393	-	90,193	Fixed price to compensate both investment and O&M costs, established in USD and adjusted annually partially according to inflation and partially according to a mechanism agreed in contract	20-year Services Agreement with Pemex, Mexican oil & gas state-owned company

Electric transmission lines:

ATS	Peru	(O)	100.0	30 Years	Republic of Peru	(I)	531,677	(86,449)	26,801	Tariff fixed by contract and adjusted annually in accordance with the US Finished Goods Less Food and Energy inflation index	30-year Concession Agreement with the Peruvian Government
ATN	Peru	(O)	100.0	30 Years	Republic of Peru	(I)	336,675	(81,518)	2,685	Tariff fixed by contract and adjusted annually in accordance with the US Finished Goods Less Food and Energy inflation index	30-year Concession Agreement with the Peruvian Government
Quadra I	Chile	(O)	100.0	21 Years	Sierra Gorda	(F)	41,515	-	5,061	Fixed price in USD with annual adjustments indexed mainly to US CPI	21-year Concession Contract with Sierra Gorda regulated by CDEC and the Superentendencia de Electricidad, among others

Quadra II	Chile	(O)	100.0	21 Years	Sierra Gorda	(F)	55,397	-	6,024	Fixed price in USD with annual adjustments indexed mainly to US CPI	21-year Concession Contract with Sierra Gorda regulated by CDEC and the Superentendencia de Electricidad, among others
ATN 2	Peru	(O)	100.0	18 Years	Las Bambas Mining	(F)	81,883	-	12,027	Fixed-price tariff base denominated in U.S. dollars with Las Bambas	18 years purchase agreement
Water:											
Skikda	Argelia	(O)	34.2	25 Years	Sonatrach & ADE	(F)	89,770	-	14,446	U.S. dollar indexed take-or-pay contract with Sonatrach / ADE	25 years purchase agreement
Honaine	Argelia	(O)	25.5	25 Years	Sonatrach & ADE	(F)	N/A(9)	N/A(9)	N/A(9)	U.S. dollar indexed take-or-pay contract with Sonatrach / ADE	25 years purchase agreement

(1) In operation (O), Construction (C) as of December 31, 2018.
(2) Liberty Interactive Corporation agreed to invest $300 million in Class A membership interests in exchange for a share of the dividends and the taxable loss generated by Solana on October 2, 2013. Itochu Corporation holds 30% of the economic rights to each of Solaben 2 and Solaben 3. JGC Corporation holds 13% of the economic rights to each Solacor 1 and Solacor 2. Algerian Energy Company, SPA, or AEC, owns 49% and Sacyr Agua, S.L., a subsidiary of Sacyr, S.A., owns the remaining 25.5% of the Honaine project. AEC owns 49% and Sacyr Agua S.L. owns the remaining 16.83% of the Skikda project. Industrial Development Corporation of South Africa (29%) & Kaxu Community Trust (20%) for the Kaxu Project
(3) Classified as concessional financial asset (F) or as intangible assets (I).
(4) The infrastructure is used for its entire useful life. There are no obligations to deliver assets at the end of the concession periods, except for ATN and ATS.
(5) Generally, there are no termination provisions other than customary clauses for situations such as bankruptcy or fraud from the operator, for example.
(6) Sales to wholesale markets and additional fixed payments established by the Spanish government.
(7) In each case the off-taker is the grantor.
(8) Figures reflect the contribution to the consolidated financial statements of Atlantica Yield Plc. as of December 31, 2018.
(9) Recorded under the equity method.

The Appendices are an integral part of the Notes to the consolidated financial statements.

Appendix IV

Additional Information of Subsidiaries including material Non-controlling interest as of December 31, 2019

Subsidiary name	Non-controlling interests name	% of non-controlling interests held	Dividends paid to non-controlling interests	Profit/(Loss) of non-controlling interests in Atlantica consolidated net result 2019	Non-controlling interests in Atlantica consolidated equity as of December 31, 2019	Non-current assets*	Current Assets*	Non-current liabilities*	Current liabilities*	Net Profit /(Loss)*	Total Comprehensive income*
Kaxu Solar One (Pty) Ltd.	Industrial Development Corporation of South Africa (IDC)	29%	-	49	11,520	404,924	72,668	403,366	54,191	1,638	-
	Kaxu Community Trust	20%									
Aguas de Skikda S.P.A.	Algerian Energy Company S.P.A.	49%**	4,116	8,473	53,215	85,668	29,363	19,945	7,726	12,477	-
Atlantica Yield Energy Solutions Canada Inc.	Algonquin Power Co.	90%	20,332	-	69,050	98,066	5,789	-	5,788	25,910	-

* Stand-alone figures as of December 31, 2019

** Atlantica Yield Plc. owns 67% of the shares in Geida Skikda, S.L., which in its turn owns 51% of Aguas de Skikda S.P.A., so that indirectly Atlantica Yield Plc. owns 34.17% of Aguas de Skikda S.P.A. The table only shows information related to the Non-Controlling interests of the SPV, Aguas de Skikda S.P.A.

Appendix IV

Additional Information of Subsidiaries including material Non-controlling interest as of December 31, 2018

Subsidiary name	Non-controlling interests name	% of non-controlling interests held	Dividends paid to non-controlling interests	Profit/(Loss) of non-controlling interests in Atlantica consolidated net result 2018	Non-controlling interests in Atlantica consolidated equity as of December 31, 2018	Non-current assets*	Current Assets*	Non-current liabilities*	Current liabilities*	Net Profit /(Loss)*	Total Comprehensive income*
Kaxu Solar One (Pty) Ltd.	Industrial Development Corporation of South Africa (IDC)	29 %	-	1,085	9,004	423,792	82,232	471,548	16,010	(3,370)	(4,962)
	Kaxu Community Trust	20 %									
Aguas de Skikda S.P.A.	Algerian Energy Company S.P.A.	49 %**	4,461	8,701	52,595	87,451	28,857	25,337	7,218	13,217	-

* Stand-alone figures as of December 31, 2018

** Atlantica Yield Plc. owns 67% of the shares in Geida Skikda, S.L., which in its turn owns 51% of Aguas de Skikda S.P.A., so that indirectly Atlantica Yield Plc. owns 34.17% of Aguas de Skikda S.P.A. The table only shows information related to the Non-Controlling interests of the SPV, Aguas de Skikda S.P.A.

Appendix V (Schedule I)

Condensed Financial Statements of Atlantica Yield plc

Condensed statements of financial position of Atlantica Yield Plc.

– Amounts in thousands of usd –

	As of December 31,	
	2019	**2018**
Assets		
Investment in affiliates	1,909,066	1,883,964
Loans to affiliates	500,871	605,778
Cash and cash equivalents	66,013	106,734
Other assets	61,161	8,458
Total assets	2,537,111	2,604,934
Liabilities and Equity		
Borrowings	695,874	426,748
Notes and bonds	27,917	257,325
Amounts owed to affiliates	192,601	138,222
Other Liabilities	7,205	13,493
Total Liabilities	923,597	835,788
Common Stock	10,160	10,022
Additional paid-in capital	1,011,743	1,481,881
Distributable reserves	889,056	548,059
Other reserves	(637)	-
Retained earnings	(296,808)	(270,816)
Total shareholders's equity	1,613,514	1,769,146
Total liabilities and equities	2,537,111	2,604,934

Condensed income statements of Atlantica Yield, Plc.

– Amounts in thousands of usd –

	For the year ended December 31,		
	2019	**2018**	**2017**
Income from			
Services	49,622	54,743	123,944
Other financial income	12,772	4,334	17,419
Total income	62,394	59,077	141,363
Expenses			
Other operating expenses	(26,120)	(189,116)	(21,173)
Interests Credit entities	(46,781)	(42,321)	(46,292)
Other financial expenses	(15,485)	(12,083)	(21,333)
Total expenses	(88,386)	(243,520)	(88,798)
Income/(Loss) before income taxes	(25,992)	(184,443)	52,565
Income tax benefits/(expense)	-	-	-
Profit/(Loss) for the year	(25,992)	(184,443)	52,565

Other comprehensive income statement of Atlantica Yield, Plc.
– Amounts in thousands of usd –

	For the year ended December 31,		
	2019	**2018**	**2017**
Profit/(loss) for the year	**(25,992)**	**(184,443)**	**52,565**
Items that may be subject to transfer to income statement			
Change in fair value of cash flow hedges	(457)	147	(13,666)
Net income/(expenses) recognized directly in equity	**(457)**	**147**	**(13,666)**
Cash flow hedges	(180)	(328)	(32)
Transfer to income statement	**(180)**	**(328)**	**(32)**
Other comprehensive income/(loss) for the year	**(637)**	**(181)**	**(13,698)**
Total comprehensive income/(loss) for the year	**(26,629)**	**(184,624)**	**38,867**

Condensed cash flow statements of Atlantica Yield, Plc.
– Amounts in thousands of usd –

	For the year ended December 31,		
	2019	**2018**	**2017**
Cash Flow from operating activities	(48,502)	(30,571)	34,937
Cash Flow—investing activities			
Decrease (increase) in investment and advance to affiliates	91,181	66,069	151,033
Net decrease (increase) in other assets	-	-	-
Cash (used for)/provided by investing activities	91,181	66,069	151,033
Cash Flow—financing activities			
Net increase/(decrease) in borrowings and other liabilities	45,601	56,000	(64,754)
Dividend paid to shareowner	(159,002)	(133,289)	(94,845)
Capital increase and other	30,000	-	-
Cash from financing activities	(83,401)	(77,289)	(159,599)
Increase (decrease) in cash and cash equivalents during the year	(40,721)	(41,791)	26,371
Cash and cash equivalent at the beginning of the year	106,734	148,525	122,154
Cash and cash equivalent at the end of the year	66,013	106,734	148,525

Notes to the Condensed Financial Statements

Schedule I has been provided pursuant to the requirements of Rule 12- 04(a) of Regulation S-X, of the US Securities and Exchange Commission (SEC) which require condensed financial information as to the financial position, change in financial position, results of operations of Atlantica Yield plc, other comprehensive income statement and cash flow statement as of the same dates and for the same periods for which audited consolidated financial statements have been presented when the restricted net assets of consolidated subsidiaries exceed 25 percent of consolidated net assets as of the end of the most recently completed fiscal year.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with International Financial Reporting Standards have been condensed or omitted. The footnote disclosures contain supplemental information only and, as such, these statements should be read in conjunction with the notes to the accompanying consolidated financial statements.

Basis of Presentation.

a) The presentation of Atlantica Yield plc stands alone condensed financial statement has been prepared using the same accounting policies as set out in the accompanying consolidated financial statements except that, the Company records its investment in subsidiaries under the cost method of accounting and that financial income from credits to companies in the group are recorded under Income from services, given that the company is a holding and this type of service is part of its primary activity. Such investments are presented on the statements of financial position as "Investment in and loans to affiliates" at cost less any identified impairment loss.

b) As of December 31, 2019, 2018 and 2017 there were no material contingencies, significant provisions of long-term obligations, mandatory dividend or redemption requirements of redeemable stocks or guarantees of the Company, except for those which have been separately disclosed in the Consolidated Financial Statements, if any.

c) For the year ended December 31, 2019 and 2018, no cash dividend has been declared to the Company by its consolidated subsidiaries or associated. For the year ended December 2017, cash dividend of $10,383 thousand were declared to the Company by its consolidated subsidiaries or associates.

Reconciliation of the stand-alone to consolidated financial statements of Atlantica Yield Plc.

Profit/(Loss) Reconciliation	**For the year ended December 31,**		
	2019	**2018**	**2017**
Stand-alone—IFRS profit/(loss) for the period	(25,992)	(184,443)	52,565
Additional profit/(loss) if subsidiaries had been accounted for using the equity method of accounting as opposed to cost method	88,127	226,039	(164,369)
Consolidated IFRS profit/(loss) for the period attributable to Atlantica Yield plc	62,135	41,596	(111,804)

Equity Reconciliation	**As of December 31,**		
	2019	**2018**	**2017**
Stand-alone—IFRS shareholders equity	1,613,514	1,769,146	2,087,059
Additional shareholders equity if subsidiaries had been accounted for using the equity method of accounting as opposed to cost method	101,342	(13,034)	(191,606)
Consolidated IFRS shareholders equity	1,714,856	1,756,112	1,895,453

Exhibit 4.14

Execution version

ATLANTICA YIELD PLC
AND CERTAIN OF ITS SUBSIDIARIES

Senior Floating Rate Notes due 2025

NOTE ISSUANCE FACILITY AGREEMENT

Dated April 30, 2019

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SCHEDULES

EXHIBITS

ATLANTICA YIELD PLC

April 30, 2019

TO EACH OF THE PURCHASERS LISTED IN

THE PURCHASER SCHEDULE HERETO:

Ladies and Gentlemen:

Atlantica Yield plc, a company incorporated in England and Wales with company number 08818211 (the "**Company**") and each of the Guarantors (as defined herein), agrees with each of the Purchasers as follows:

ARTICLE 1

AUTHORIZATION OF NOTES; INTEREST

Section 1.1 Authorization of Notes. The Company has authorized the issue of the Euro equivalent (as determined in accordance with Section 3.1) of U.S.$300,000,000 aggregate principal amount of its senior floating rate notes due 2025, (the "**Notes**"). The Notes shall be substantially in the form set out in Exhibit B. Certain capitalized and other terms used in this Agreement are defined in Exhibit A and, for purposes of this Agreement, the rules of construction set forth in Section 22.5 shall govern.

Section 1.2 Interest. Interest on the Notes will accrue at a rate per annum (the "**Applicable Rate**"), reset on each Interest Period, equal to the sum of (i) EURIBOR plus (ii) the Applicable Margin, as determined by the Agent. Interest on the Notes will be payable in cash quarterly in arrears on each Interest Payment Date. The Company will make each interest payment to the holders of record on each Interest Payment Date.

(a) The Agent shall, as soon as practicable after 11:00 a.m. (London time) on each Determination Date, determine the Applicable Rate and calculate the aggregate amount of interest payable in respect of the following Interest Period (the "**Interest Amount**"). The Interest Amount shall be calculated by applying the Applicable Rate to the principal amount of each Note outstanding at the commencement of the Interest Period, multiplying each such amount by the actual amounts of days in the Interest Period concerned divided by 360. All percentages resulting from any of the above calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with five one millionths of a percentage point being rounded upwards. The determination of the Applicable Rate and the interest amount for any day by the Agent shall, in the absence of gross negligence, willful misconduct or manifest error, be final and binding on all parties. In no event will the rate of interest on the Notes be higher than the maximum rate permitted by applicable Law, provided, however, that the Agent shall not be responsible for verifying that the rate of interest on the Notes is permitted under any applicable Law.

(b) The Agent shall, at the request of the Company, deliver to the Company a statement showing the quotations used by the Agent in determining the EURIBOR for each Interest Period.

Section 1.3 Capitalization.

(a) So long as no Default or Event of Default shall have occurred and be continuing, with respect to any interest on the Notes due and payable on any Interest Payment Date falling during the period commencing on (and including) the Purchase Date and ending on (and including) the Interest Payment Date falling on the 24-month anniversary from the Purchase Date, the Company may, by giving written notice to the Agent no later than 30 days prior to any such Interest Payment Date, capitalize up to 100% of the interest on the Notes due and payable on such Interest Payment Date.

(b) If the Company elects to capitalize interest as set forth in clause (a) above, then the amount of interest capitalized on such Interest Payment Date indicated in the notice delivered by the Company to the Agent shall be capitalized effective on such Interest Payment Date and shall be added to the outstanding principal amount of the Notes (in which case, the Agent (on behalf of the Purchasers) or each Purchaser shall have the right to request its Note to be replaced pursuant to Section 14.4(b)). All capitalized interest added to the principal amount of the Notes pursuant to this Section 1.3 shall thereafter accrue interest as provided in this Agreement and the Notes; provided that the Company, at its sole discretion, may elect to pay any previously capitalized interest on any Interest Payment Date.

ARTICLE 2

ISSUE AND SUBSCRIPTION OF NOTES

Subject to the terms and conditions of this Agreement, the Company will issue to each Purchaser and each Purchaser will subscribe from the Company, at the Closing provided for in Article 3, Notes in the aggregate principal amount equal to such Purchaser’s Commitment at the purchase price of 98% of the principal amount thereof in Euro as determined pursuant to Section 3.1(c) (the “**Purchase Price**”). The Purchasers’ obligations hereunder are several and not joint obligations and no Purchaser shall have any liability to any Person for the performance or nonperformance of any obligation by any other Purchaser hereunder.

ARTICLE 3

CLOSING

Section 3.1 Closing.

(a) The issuance of the Notes to be subscribed by each Purchaser shall occur at the offices of Mayer Brown, 201 Bishopsgate, London EC2M 3AF, United Kingdom, at 10:00 a.m. London, United Kingdom (the “**Closing**”) as set forth below.

(b) The Closing shall take place on May 24, 2019, or on such other date as may be agreed upon by the Purchasers and the Company (such date, the "**Purchase Date**").

(c) On the date hereof, the Company shall deliver to the Agent an irrevocable purchase request substantially in the form of Exhibit J (a "**Purchase Request**"), specifying the principal amount of the Notes to be subscribed in the amount of the Euro equivalent of U.S.$300,000,000, to be converted at the Exchange Rate on May 2, 2019, or on such other date as may be agreed upon by the Purchasers and the Company (such date, the "**Conversion Date**"). Promptly following determination of the principal amount of the Notes in accordance with this clause (c), the Agent shall advise the Company and each Purchaser of the details thereof.

(d) At the Closing, with respect to each of the Notes, the Company will deliver to the Agent or each Purchaser, as notified by such Purchaser, the applicable Notes to be subscribed by such Purchaser in the form of a single Note (or such greater number of Notes in denominations of at least €100,000 as such Purchaser may request) dated the Purchase Date, and registered in such Purchaser's name (or in the name of its nominee), against delivery by the Agent or otherwise to the Company or its order of the Purchase Price by wire transfer of immediately available funds for the account of the Company to the account notified by the Company to the Agent in writing. If at the Closing, the Company shall fail to tender such Notes as provided above in this Article 3, or any of the conditions specified in Article 4 shall not have been fulfilled to such Purchaser's satisfaction, such Purchaser shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights such Purchaser may have by reason of such failure by the Company to tender such Notes or any of the conditions specified in Article 4 not having been fulfilled to such Purchaser's satisfaction.

ARTICLE 4

CONDITIONS TO CLOSING

Section 4.1 Purchase Date. The obligation of each Purchaser to subscribe and pay for the Notes to be issued to such Purchaser on the Purchase Date is subject to the following conditions precedent having been fulfilled to the satisfaction of such Purchaser, or waived in writing by such Purchaser, on or prior the date specified below for each such condition precedent:

(a) The Agent's receipt of the following, each of which shall be originals or telecopies or "pdf" or similar electronic copies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Note Party, each dated as of the Purchase Date (or, in the case of certificates of governmental officials, a recent date before the Purchase Date) and each in form and substance satisfactory to the Agent and to each of the Purchasers:

(i) The following legal opinions (with sufficient copies thereof for each addressee):

(1) an opinion of Skadden, Arps, Slate, Meagher & Flom LLP, New York counsel to the Note Parties in the form of Exhibit C, addressed to the Agent and the Purchasers;

(2) an opinion of Skadden, Arps, Slate, Meagher & Flom (UK) LLP, English counsel to the Note Parties in the form of Exhibit D, addressed to the Agent and the Purchasers;

(3) an opinion of Santamarina y Steta, S.C., Mexican counsel to the Note Parties in the form of Exhibit E, addressed to the Agent and the Purchasers;

(4) an opinion of Miranda & Amado Abogados, Peruvian counsel to the Note Parties in the form of Exhibit F, addressed to the Agent and the Purchasers; and

(5) an opinion of J&A Garrigues, S.L.P., Spanish counsel to the Note Parties in the form of Exhibit G, addressed to the Agent and the Purchasers.

(ii) An Officer's Certificate of each Note Party either (a) attaching copies of all consents, licenses and approvals required in connection with the execution, delivery and performance by such Note Party and the validity against such Note Party of the Note Documents to which it is or is to be a party, and stating that such consents, licenses and approvals are in full force and effect, or (b) stating that no such consents, licenses or approvals are so required;

(iii) The executed Purchase Request; and

(iv) Evidence of the irrevocable acceptance by the Process Agent of its appointment by the Company and each other Note Party pursuant to Section 22.9(d) (including, in the case of any Mexican Guarantor, an irrevocable power of attorney appointing such Process Agent, and such power of attorney shall have been duly notarized in accordance with, and shall otherwise comply with, Mexican law), in each case in form and substance satisfactory to the Agent and each of the Purchasers.

(b) The Agent's receipt of the following on the earlier of the Conversion Date and five (5) Business Days from the date of this Agreement, each of which shall be originals or telecopies or "pdf" or similar electronic copies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Note Party, and each in form and substance satisfactory to the Agent and to each of the Purchasers:

(i) (a) in the case of the Company, a certificate signed by a Responsible Officer of the Company, and (b) in the case of any other Note Party, an Officer's Certificate, in each case, which Officer's Certificate shall be accompanied by copies of all documents referred to in such Officer's Certificate, in each case as in effect as of the date of this Agreement, in respect of (1) with respect to the Company, the certificate of incorporation and all certificates of incorporation on change of name and the memorandum and articles of association of the Company, and in the case of any other Note Party, copies of Organization Documents certified by a Responsible Officer of such Note Party as being true, correct and complete, (2) with respect to the Company, a copy of the resolutions of the board of directors of the Company, approving the terms of and the transactions contemplated by the Note Documents to which the Company is a party and resolving that it execute such Note Documents, authorizing a specified Person or Persons to execute the Note Documents to which it is party on its behalf and authorizing a specified Person or Persons on its behalf to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Note Documents to which it is party (provided, however, that such copy may exclude information relating to other matters discussed at such board of directors meeting), and in the case of any other Note Party, the actions of its Equity Interest holders, shareholders meeting, board of directors or other similar corporate supervisory body taken to authorize the execution, delivery and performance of this Agreement and each other Note Document to which it is or is to be a party, and (3) such documents and certifications to evidence that such Note Party is validly existing, in good standing and qualified to engage in business in the jurisdictions in which it does business and is required to be so qualified; and in the case of the Company such Officer's Certificate shall certify that the issuance of the Notes and the guarantees by the other Note Parties of the Notes would not cause any breach of any limit on borrowing, guaranteeing or securing or similar limit binding on the Company or any other Note Party to be exceeded and that each document relating to the Company delivered under this Section 4.1 is correct, complete and in full force and effect as of a date no earlier than the date of this Agreement;

(ii) Incumbency certificates of Responsible Officers of each Note Party (other than the Company) and, if applicable, resolutions or other action evidencing the name, authority and specimen signature of each Responsible Officer thereof authorized to sign, and otherwise act as a Responsible Officer in connection with, this Agreement and the other Note Documents to which such Note Party is a party or is to be a party;

(c) On each of the date of this Agreement and on the Purchase Date, the Agent shall have received an electronic extract (*nota simple telemática*) issued by the relevant Spanish Mercantile Registry in respect of each Spanish Guarantor and dated no earlier than thirty (30) days prior to the date of this Agreement or as of the Purchase Date, as applicable.

(d) On each of the date of this Agreement and on the Purchase Date, the Agent shall have received a certificate signed by the chief financial officer of the Company certifying as to the Solvency of each Note Party as of the date of this Agreement or as of the Purchase Date, as applicable, substantially in the form of Exhibit H;

(e) On each of the Conversion Date and the Purchase Date, the Agent shall have received an Officer's Certificate executed by a Responsible Officer of the Company dated as of the Conversion Date or the Purchase Date, as applicable, each in the form of Exhibit L;

(f) On or prior to the Purchase Date, the Company shall have paid all reasonable and documented costs and expenses required to be paid to the Purchasers on or prior to such Purchase Date (including the reasonable and documented fees, charges and disbursements of counsel to the Purchasers as previously agreed with the Company plus such additional amounts of such fees, charges and disbursements to the extent invoiced prior to the Purchase Date); provided that the Company hereby irrevocably instructs and directs the Agent to withhold and deduct from the proceeds of the Notes to be subscribed on the Purchase Date the aggregate amount of such costs and expenses as a condition to the subscription of Notes to occur on such Purchase Date, and apply, on behalf of the Company, the aggregate amount so deducted to the payment of such costs and expenses payable by the Company on the Purchase Date.

(g) The Agent's receipt on the Conversion Date of evidence of the notification delivered by the Company to the trustee under the Indenture pursuant to Section 3.02 of the Indenture to redeem in full the Senior Notes promptly, and in any event within five (5) Business Days, after the Purchase Date.

(h) Contemporaneously with the Closing, the Company shall issue to each Purchaser and each Purchaser shall subscribe the Notes to be acquired by it at the Purchase Date in the amount equal to such Purchaser's Commitment converted at the Exchange Rate on the Conversion Date.

(i) On or prior to the Purchase Date, the Company shall have applied to have the Notes listed on the former Channel Islands Securities Exchange, now known as the International Stock Exchange, and provided to the Agent and each Purchaser satisfactory evidence thereof.

ARTICLE 5

FEES

Section 5.1 Agent Fee Letter. The Company shall pay to the Agent (for its own account) the agency fees in the amounts and at the times agreed in the Agent Fee Letter.

Section 5.2 Fees Generally. Once paid pursuant to this Article 5 or the Agent Fee Letter, none of the fees payable to the Agent pursuant to the terms of the Agent Fee Letter shall be refundable under any circumstances.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF THE NOTE PARTIES

Each Note Party represents and warrants to the Purchasers and the Agent as of the date hereof and as of the Purchase Date, that:

Section 6.1 Existence, Qualification and Power. Each Note Party and each of its Subsidiaries (other than Immaterial Subsidiaries) (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Note Documents to which it is or is to be a party, (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c) above, to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect and (d) for the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**Regulation**"), in relation to each Note Party incorporated in a country which has adopted the Regulation, its center of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its jurisdiction of incorporation or organization and it has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

Section 6.2 Authorization; No Contravention. The execution, delivery and performance by each Note Party of each Note Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Contractual Obligation to which such Person or any of its Subsidiaries is a party or affecting such Person or any of its Subsidiaries or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or any of its Subsidiaries or the properties of such Person or any of its Subsidiaries is subject; or (c) violate any Law in any material respect. Each Note Party is in compliance with all Contractual Obligations referred to in clause (b)(i) above except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.

Section 6.3 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Note Party of this Agreement or any other Note Document, or (b) the exercise by the Agent or any Purchaser of its rights under the Note Documents, except for the authorizations, approvals, actions, notices and filings listed on Schedule 6.3, all of which have been duly obtained, taken, given or made and are in full force and effect.

Section 6.4 Binding Effect. This Agreement has been, and each other Note Document, when delivered hereunder, will have been, duly executed and delivered by each Note Party that is party thereto. Subject to the Legal Reservations, this Agreement constitutes, and each other Note Document when so delivered will constitute, a legal, valid and binding obligation of such Note Party, enforceable against each Note Party that is party thereto in accordance with its terms.

Section 6.5 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements for the fiscal year ended December 31, 2018, (i) were prepared in accordance with Applicable Accounting Principles consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present, in all material respects, the consolidated financial condition of the Company and its Subsidiaries as of the date thereof and their results of operations, cash flows and changes in shareholders' equity for the period covered thereby in accordance with the Applicable Accounting Principles consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) The last unaudited consolidated balance sheets of the Company and its Subsidiaries made available to the Agent or to the Purchasers prior to the Purchase Date, and the related consolidated statements of income or operations, shareholders' equity and cash flows for the fiscal quarter ended on that date (i) were prepared in accordance with the Applicable Accounting Principles consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present, in all material respects, the financial condition of the Company and its Subsidiaries as of the date thereof and their results of operations, cash flows and changes in shareholders' equity for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) Except with respect to the Mojave Matter, since December 31, 2018 (or the date of the Audited Financial Statements most recently delivered hereunder), there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

(d) The consolidated forecasted balance sheets, statements of income and cash flows of the Company and its Subsidiaries delivered to the Purchasers in connection with the issuance of the Notes were prepared on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Company's best estimate of its future financial condition and performance, it being understood that such forecasts are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which may be beyond the control of the Company and its Subsidiaries (and that may be material) and that no assurance can be given that any such forecast will be realized.

(e) Schedule 6.5 sets forth all Material Indebtedness for Borrowed Money, of the Company and its consolidated Subsidiaries as of the date of such financial statements.

Section 6.6 Litigation. Except with respect to the Mojave Matter, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Note Parties after due inquiry, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against any Note Party or any of its Subsidiaries or against any of their properties or revenues that (a) would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect upon or with respect to this Agreement or any other Note Document, or (b) either individually or in the aggregate, which, if there is a reasonable possibility of an adverse determination and if determined adversely, would reasonably be expected to have a Material Adverse Effect.

Section 6.7 No Default. No Default exists or would be reasonably expected to result from the incurring of any Obligations by the Company. Except with respect to the Mojave Matter, no Note Party or any of its Subsidiaries is in default under or with respect to, or a party to, any Contractual Obligation that would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Note Document. No "Default" or "Event of Default" (as defined in each Credit Agreement) has occurred under or with respect to any Credit Agreement, and no "Default" (as defined in each Credit Agreement) shall have occurred and be continuing or would result from the issuance of Notes or from the application of proceeds therefrom.

Section 6.8 Ownership of Property; Liens.

(a) Each Note Party has good, legal and valid title to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for where the failure to have such good title or interest in such property would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) As of the date hereof, the property of each Note Party is subject to no Liens, other than Liens set forth on Schedule 6.8(b), and as otherwise permitted by Section 10.1.

Section 6.9 Environmental Compliance. The Note Parties and their respective Subsidiaries (a) are, and within the period of all applicable statutes of limitation have been, in compliance with all applicable Environmental Laws (except in such instances in which (i) such requirement of Environmental Law is being contested in good faith by appropriate proceedings diligently conducted and (ii) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect); (b) hold all Environmental Permits (each of which is in full force and effect) required for any of their current or intended operations or for any property owned, leased or otherwise operated by any of them, except to the extent that failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (c) are, and within the period of all applicable statutes of limitation have been, in compliance with all of their Environmental Permits, except to the extent that failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

To the extent within the control of the Note Parties and their respective Subsidiaries, each of their Environmental Permits will be timely renewed and complied with, any additional Environmental Permits that may be required of any of them will be timely obtained and complied with, without material expense, and compliance with any Environmental Law that is or is expected to become applicable to any of them will be timely attained and maintained, without material expense, in each case, except to the extent that failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 6.10 Insurance. All insurance required pursuant to Section 9.12 has been obtained and is in full force and effect.

Section 6.11 Taxes.

(a) Each Note Party and its Subsidiaries have filed all material Tax returns and reports required to be filed, and has timely paid all material Taxes including in its capacity as a withholding agent, levied or imposed upon it or its properties, income or assets otherwise due and payable, except those that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with the Applicable Accounting Principles.

(b) As of the Purchase Date, no deduction or withholding in respect of Taxes imposed by or for the account of the United Kingdom is required to be made from any payment by the Company under the Note Documents except for any such withholding or deduction arising out of circumstances described in Section 13.1(b)(i) to Section 13.1(b)(ii), and provided that at the time the payment falls due the Notes are listed on an exchange designated as a “recognised stock exchange” for the purposes of Section 1005 of the Income Tax Act 2007 of the United Kingdom or any successor provision.

(c) As of the Purchase Date, it is not necessary that the Note Documents be filed, recorded or enrolled with any court or other authority in the jurisdiction of incorporation of any Note Party or that any stamp duty, registration or similar Tax be paid on or in relation to the Note Documents or the transactions contemplated by the Note Documents, except for any such stamp duty, registration or similar Tax payable in connection with any transfer, assignment or novation of the Notes or entering into any Note Documents pursuant to which a Purchaser or other holder of a Note transfers, assigns, substitutes, novates, alienates or otherwise disposes of any of its rights or obligations under a Note Document.

(d) It is a resident for tax purposes only in its jurisdiction of incorporation.

(e) The Company is not engaged in a trade or business within the United States for U.S. federal income tax purposes.

Section 6.12 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other U.S. Federal or state Laws. Except as would not reasonably be expected to have a Material Adverse Effect, each Pension Plan that is intended to be a qualified plan under Section 4.01(a) of the Code has received a favorable determination letter from the Internal Revenue Service to the effect that the form of such Plan is qualified under Section 4.01(a) of the Code and the trust related thereto has been determined by the U.S. Internal Revenue Service to be exempt from federal income tax under Section 5.1(a) of the Code, or an application for such a letter is currently being processed by the U.S. Internal Revenue Service. To the best knowledge of the Company, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the best knowledge of the Company, threatened in writing, claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or would reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred, and neither the Company nor any ERISA Affiliate is aware of any fact, event or circumstance that would reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan or Multiemployer Plan; (ii) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is 80% or higher and neither the Company nor any ERISA Affiliate knows of any facts or circumstances that could reasonably be expected to cause the funding target attainment percentage for any such plan to drop below 80% as of the most recent valuation date; (iii) neither the Company nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid; (iv) neither the Company nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; and (v) no Pension Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan.

Section 6.13 Subsidiaries; Equity Interests; Note Parties. As of the Purchase Date, no Note Party has any Subsidiaries other than those specifically disclosed in Schedule 6.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable, are not subject to any option to purchase or similar rights and are legally and beneficially owned by a Note Party in the percentages specified in Schedule 6.13 free and clear of all Liens (other than Liens permitted hereunder).

Section 6.14 Margin Regulations; Investment Company Act.

(a) The Company is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock. Following the application of the proceeds of the Notes, not more than 25% of the value of the assets (either of the Company only or of the Company and its Subsidiaries on a consolidated basis) subject to the provisions of Section 10.1 or subject to any restriction contained in any agreement or instrument between the Company and any Purchaser or any Affiliate of any Purchaser relating to Indebtedness will be margin stock.

(b) No Note Party is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

Section 6.15 Disclosure. The Company has disclosed to the Agent and the Purchasers all agreements, instruments and corporate or other restrictions to which it or any other Note Party is subject, and all other matters known to it, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other information, furnished in writing (taken as a whole) by or on behalf of any Note Party to the Agent or any Purchaser in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Note Document, at the date hereof or at the time furnished, contains any material misstatement of fact or omitted to state any material fact necessary to make the statements therein, taken as a whole and in the light of the circumstances under which they were made, not misleading (after giving effect to all supplements so furnished prior to such time); provided that, with respect to projected financial information, the Company represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time, it being understood that such forecasts are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which may be beyond the control of the Company and its Subsidiaries (and that may be material) and that no assurance can be given that any such forecast will be realized.

Section 6.16 Compliance with Laws. Each Note Party and each of its Subsidiaries is in compliance with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 6.17 Intellectual Property; Licenses, Etc. Each Note Party possesses all material franchises, patents, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted except where in any such case any such conflict would not have a Material Adverse Effect, without known conflict with any rights of others.

Section 6.18 Solvency. The Note Parties, together with their respective Subsidiaries on a consolidated basis and taken as a whole, are Solvent.

Section 6.19 OFAC; Anti-Terrorism. None of the Company nor any of its Subsidiaries, or to the knowledge of the Company any director, officer, employee, agent, Affiliate or representative of the Company or any of its Subsidiaries, (a) is a Prohibited Person, (b) is or has been the subject to any claim, proceeding, formal notice or investigation with respect to Sanctions, (c) has engaged or is engaging, directly or indirectly, or knowingly, in any trade, business or other activities with or for the benefit of any Prohibited Person in violation of applicable Sanctions or (d) is otherwise in breach of any applicable Sanctions. No Note Party nor, to the knowledge of the Company, any of their respective officers, directors or agents has violated the applicable provisions of the U.S. Patriot Act or any other applicable Laws relating to terrorism or money laundering.

Section 6.20 Foreign Corrupt Practices Act, Etc. Each of the Note Parties and, to the best of the Company's knowledge, their respective directors, officers, agents, employees and any Person acting for or on behalf of such Note Party is in compliance with the U.S. Foreign Corrupt Practices Act (the "**FCPA**"), and any other applicable anti-bribery or anti-corruption law. No part of the proceeds of the Loans will be used, directly or, to the Company's knowledge, indirectly, for any payments to any governmental official or employee, political party, official of a political party or candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA. To the extent applicable, each Note Party is in compliance, in all respects, with the (x) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (y) the U.S. Patriot Act.

Section 6.21 Anti-Corruption Laws. Each Note Party and its Subsidiaries has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with anti-corruption laws and has conducted its business in compliance with applicable anti-corruption laws.

Section 6.22 Restricted Payments. As of the Purchase Date, no Contractual Obligation limits the ability of any Subsidiary of the Company to make Restricted Payments, directly or through one or more intermediate Subsidiaries of the Company, to the Company or to otherwise transfer property to or invest in the Company, except as set forth in Schedule 6.22 and except for customary restrictions and conditions that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 6.23 The Notes.

(a) None of the Company, any other Note Party nor anyone acting on its or their behalf (other than the Purchasers as to whom neither the Company nor any Note Party makes any representation or warranty) has offered the Notes or any similar securities for sale or solicited any offer to buy any of the same, or otherwise approached or negotiated in respect thereof under circumstances that would require the registration of the Notes under the Securities Act.

(b) None of the Company, any Note Party, any of its respective affiliates nor any person acting on their respective behalf (other than the Purchasers as to whom neither the Company nor any Note Party makes any representation or warranty) has offered the Notes or any similar securities during the six months prior to the date hereof to anyone other than the Purchasers.

(c) Neither the Company, any Note Party nor any person acting on its or their behalf (other than the Purchasers as to whom neither the Company nor any Note Party makes any representation or warranty) has, directly or indirectly, engaged in any directed selling efforts (within the meaning of Regulation S ("**Regulation S**") under the Securities Act) with respect to the Notes. Other than the Notes to be purchased on the Purchase Date, neither the Company nor any other Note Party intends to offer the Notes or any similar security during the six months from the date hereof.

(d) The Company has not dealt with any broker, finder, commission agent, placement agent or arranger in connection with the issuance of the Notes and the transactions contemplated by this Agreement, and the Company is not under any obligation to pay any broker's fee or commission in connection with such transactions. None of the Company, any Note Party nor any of its or their affiliates nor any other person acting on its or their behalf (other than its officers acting in such capacity, or the Purchasers as to whom neither the Company nor any Note Party makes any representation or warranty) has solicited offers for, or offered or sold, the Notes.

(e) The Company, each Note Party, each of its respective affiliates or any person acting on its or their respective behalf (other than the Purchasers as to whom neither the Company nor any Note Party makes any representation or warranty) has complied with the applicable offering restrictions (including, without limitation, requirements of Regulation S).

ARTICLE 7

REPRESENTATIONS OF THE PURCHASERS

Section 7.1 Reliance on Exemption. Each Purchaser severally represents that it understands that the Notes are being offered and issued to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities Laws and that the Company is relying upon the truth and accuracy of, and each Purchaser's compliance with, the representations, warranties, agreements, covenants, acknowledgments and understandings of the Purchasers set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchasers to acquire the Notes.

Section 7.2 No Registration. Each Purchaser severally represents that it understands that (a) no public market now exists for the Notes and that the Company has made no assurances that a public market will ever exist for the Notes, (b) the Notes have not been and are not being registered under the Securities Act or any applicable state securities Laws, and may not be offered, sold, pledged or otherwise transferred within the United States or to, or for the account or benefit of, U.S. persons unless (i) the transfer is registered pursuant to an effective registration statement under the Securities Act, or (ii) the transfer qualifies for an exemption from registration afforded by the Securities Act (including offshore transaction in accordance with Rule 903 of Regulation S) and applicable state securities Laws, and (c) neither the Company nor any other Person is under any obligation to register any Note under the Securities Act or any state securities Laws or to comply with the terms and conditions of any exemption thereunder. Each Purchaser acknowledges that the Notes will bear a restrictive legend substantially in the form set forth on the form of Note attached as Exhibit B to this Agreement. As used in this Article 7 and in Section 14.5, the terms "**United States**" and "**U.S. person**" have the respective meanings given to them in Regulation S.

Section 7.3 No General Solicitation nor Directed Selling Efforts. Each Purchaser severally represents that (a) the Notes were not offered to such Purchaser by means of any directed selling efforts (within the meaning of Regulation S under the Securities Act) with respect to the Notes, and (b) has not engaged in any directed selling efforts (within the meaning of Regulation S under the Securities Act) with respect to the Notes.

Section 7.4 Non-U.S. Person. Each Purchaser severally represents and warrants that it is not a U.S. person as defined in Regulation S, and is acquiring the Notes in an offshore transaction in accordance with Regulation S.

ARTICLE 8

PAYMENT AND PREPAYMENT OF THE NOTES

Section 8.1 Maturity. As provided therein, the entire unpaid principal balance of each Note shall be due and payable on the Maturity Date thereof.

Section 8.2 Optional Redemption.

(a) Subject to Section 8.2(b), the Company may, upon not less than ten (10) nor more than 30 days' notice delivered to each holder of a Note, in accordance with Article 19, at any time or from time to time, voluntarily prepay Notes in whole or in part without premium or penalty; provided that any prepayment of Notes shall be in a principal amount of €25,000,000 or a whole multiple of €1,000,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of the Notes to be prepaid on such date, the principal amount of each Note held by such holder to be prepaid and the interest to be paid on the prepayment date with respect to such principal amount being prepaid. If such notice is given by the Company, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Note shall be accompanied by all accrued but unpaid interest thereon, together with any additional amounts required to be paid pursuant to this Agreement and the Notes.

(b) In the event that all or any portion of the Notes is voluntarily prepaid pursuant to Section 8.2(a), (i) if such voluntary prepayment occurs before the first anniversary of the Purchase Date, such voluntary prepayment will be made at 103.0% of the principal amount so voluntarily prepaid, (ii) if such voluntary prepayment occurs on or after the first anniversary of the Purchase Date and before the second anniversary of the Purchase Date, such voluntary prepayment will be made at 102.0% of the principal amount so voluntarily prepaid, (iii) if such voluntary prepayment occurs on or after the second anniversary of the Purchase Date and before the third anniversary of the Purchase Date, such voluntary prepayment will be made at 101.0% of the principal amount so voluntarily prepaid, and (iv) if such voluntary prepayment occurs on or after the third anniversary of the Purchase Date, such voluntary prepayment will be made at the par value of the principal amount so voluntarily prepaid.

Section 8.3 Prepayment for Tax Reasons.

(a) If at any time as a result of a Change in Tax Law (as defined below) the Company is or becomes obligated to make any Additional Payments (as defined below) in respect of any payment on account of any of the Notes, the Company may give the holders of all affected Notes irrevocable written notice (each, a "**Tax Prepayment Notice**") of the prepayment of such affected Notes on a specified prepayment date (which shall be a Business Day not less than thirty (30) days nor more than sixty (60) days after the date of such notice) and the circumstances giving rise to the obligation of the Company to make any Additional Payments and the amount thereof and stating that all of the affected Notes shall be prepaid on the date of such prepayment at 100% of the principal amount outstanding in relation to the affected Notes together with interest accrued thereon to the date of such prepayment and Additional Payments due thereon, except in the case of an affected Note if the holder of such Note shall, by written notice given to the Company no more than twenty (20) days after receipt of the Tax Prepayment Notice, reject such prepayment of such Note (each, a "**Rejection Notice**"). The form of Rejection Notice shall also accompany the Tax Prepayment Notice and shall state with respect to each Note covered thereby that execution and delivery thereof by the holder of such Note shall operate as a permanent waiver of such holder's right to receive the Additional Payments arising as a result of the circumstances described in the Tax Prepayment Notice in respect of all future payments of interest on such Note (but not of such holder's right to receive any Additional Payments that arise out of circumstances not described in the Tax Prepayment Notice or that exceed the amount of the Additional Payment described in the Tax Prepayment Notice), which waiver shall be binding upon all subsequent transferees of such Note. Upon a Tax Prepayment Notice having been given as aforesaid to each holder of the affected Notes, the principal amount of such Notes together with interest accrued thereon to the date of such prepayment and Additional Payments due thereon shall become due and payable on such prepayment date, except in the case of Notes the holders of which shall timely give a Rejection Notice as aforesaid.

(b) No prepayment of the Notes pursuant to this Section 8.3 shall affect the obligation of the Company to pay Additional Payments in respect of any payment made on or prior to the date of such prepayment.

(c) The Company may not offer to prepay Notes pursuant to Section 8.3(a) if the Company reasonably believes those Notes are held by holders that are entitled to claim an exemption from withholding Tax imposed by the United Kingdom on interest payable to such holders under a Treaty (as defined under Section 8.3(d) below) or in accordance with Section 888A of the Income Tax Act 2007 of the United Kingdom, unless the Company has requested such holders to provide any Form or otherwise complete procedural formalities in accordance with, and in the time period provided by, Section 13.1(c), and such holders have failed to provide the Forms or complete procedural formalities.

(d) For purposes of this Section 8.3 "**Additional Payments**" means additional amounts required to be paid to a holder of any Note pursuant to Article 13, and a "**Change in Tax Law**" means (individually or collectively with one or more prior changes) an amendment to, or change in (including any repeal of), (i) any Law, rule or regulation of the United Kingdom in respect of any Notes issued after the Purchase Date, or (ii) an amendment to, or change in, any double taxation agreement or convention between the United Kingdom and another jurisdiction (a "**Treaty**") after the date on which repeal or other withdrawal of Section 882 of the Income Tax Act 2007 of the United Kingdom is effective, or, in each case, an amendment to, or change in, a published concession or published practice of any taxing authority of, or an official interpretation, administration or application of, such Law, rule, regulation or Treaty after the relevant date above, which amendment or change is in force and continuing and meets the opinion requirement described below. No such amendment or change shall constitute a Change in Tax Law unless the same would in the opinion of the Company (which shall be supported by a written opinion of counsel having recognized expertise in the field of taxation in the United Kingdom delivered to the Agent (for further distribution to all holders of the Notes) prior to or concurrently with the Tax Prepayment Notice in respect of such Change in Tax Law) require the withholding or deduction of any Tax imposed by the United Kingdom on any payment payable on the Notes.

Section 8.4 Redemption upon a Change of Control.

(a) If a Change of Control occurs, each holder of the Notes will have the right to require the Company to repurchase all or any part (being not less than €100,000 or an integral multiple of €1,000 in excess thereof) of that holder's Notes (a "**Change of Control Offer**").

(b) In the Change of Control Offer, the Company will offer a payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest and Additional Amounts, if any, on the Notes repurchased to, but excluding, the date of repurchase (the "**Change of Control Payment**"), subject to the rights of holders of Notes on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following the occurrence of any Change of Control, the Company will give a notice to each holder of the Notes in accordance with Article 19, stating that a Change of Control Offer is being made and offering to repurchase Notes on the date (the "**Change of Control Payment Date**") specified in such notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by this Agreement and described in such notice. The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of this Agreement, the Company will comply with any applicable securities laws and regulations; will extend the Change of Control Offer to those holders of Notes to which it may lawfully do so; and will not be deemed to have breached its obligations under this Agreement by virtue of such compliance.

(c) On the Change of Control Payment Date, the Company will, to the extent lawful:

(i) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer; and

(ii) deliver or cause to be delivered to the Agent the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

(d) With respect to a holder that does not tender all its Notes in a Change of Control Offer, the Company will issue a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. To the extent required by law or listing requirements, the Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(e) If the Change of Control Payment Date is on or after an interest Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest, if any, shall be paid to the Person in whose name a Note is registered at the close of business on such Record Date, and no additional interest shall be payable to Holders who tender pursuant to the Change of Control Offer.

(f) The Company will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 8.4 applicable to a Change of Control Offer made by the Company and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer; or (2) a notice of redemption has been given pursuant to Section 8.2 or Section 8.3 unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

Section 8.5 Redemption upon Sales of Assets. To the extent that at any time the Excess Proceeds with respect to any Asset Sale exceed $25.0 million, within 10 Business Days from the last day of the 365-day period set forth in Section 10.5(c), the Company will make an offer (an "**Asset Sale Offer**") to all holders of the Notes to purchase, prepay or redeem the maximum principal amount of Notes that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price for the Notes in any Asset Sale Offer will be equal to 100% of the principal amount, plus accrued and unpaid interest and Additional Amounts, if any, to the date of purchase, prepayment or redemption, subject to the rights of holders of Notes on the relevant record date to receive interest due on the relevant Interest Payment Date, and will be payable in cash.

Section 8.6 Covenant Suspension Offer.

(a) If the Company delivers a Covenant Suspension notice pursuant to Section 10.7, each holder of the Notes will have the right to require the Company to repurchase all or any part (being not less than €100,000 or an integral multiple of €1,000 in excess thereof) of that holder's Notes (a "**Covenant Suspension Offer**").

(b) In the Covenant Suspension Offer, the Company will offer a payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest and Additional Amounts, if any, on the Notes repurchased to, but excluding, the date of repurchase (the "**Covenant Suspension Payment**"), subject to the rights of holders of Notes on the relevant record date to receive interest due on the relevant interest payment date. Together with the delivery of the Covenant Suspension Notice, the Company will give a notice to each holder of the Notes in accordance with Article 19, stating that a Covenant Suspension Offer is being made and offering to repurchase Notes on the date (the "**Covenant Suspension Payment Date**") specified in such notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by this Agreement and described in such notice. The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Covenant Suspension Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Agreement relating to the Covenant Suspension Offer, the Company will comply with any applicable securities laws and regulations; will extend the Covenant Suspension Offer to those holders of Notes to which it may lawfully do so; and will not be deemed to have breached its obligations under this Agreement by virtue of such compliance.

(c) On the Covenant Suspension Payment Date, the Company will, to the extent lawful:

(i) accept for payment all Notes or portions of Notes properly tendered pursuant to the Covenant Suspension Offer; and

(ii) deliver or cause to be delivered to the Agent the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

(d) With respect to a holder that does not tender all its Notes in a Covenant Suspension Offer, the Company will issue a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Company will publicly announce the results of the Covenant Suspension Offer on or as soon as practicable after the Covenant Suspension Payment Date.

(e) If the Covenant Suspension Payment Date is on or after an interest Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest, if any, shall be paid to the Person in whose name a Note is registered at the close of business on such Record Date, and no additional interest shall be payable to Holders who tender pursuant to the Covenant Suspension Offer.

Section 8.7 Allocation of Partial Prepayments. In the case of each partial prepayment of the Notes pursuant to Section 8.2, Section 8.3, Section 8.4 and Section 8.5, the principal amount of the Notes to be prepaid shall be allocated among all of the Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment, provided that in no event shall a Note be issued in an individual denomination of less than €100,000.

Section 8.8 Maturity; Surrender, Etc. In the case of each prepayment of Notes pursuant to this Article 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment, together with interest on such principal amount accrued to such date and any premium, if any, together with any other amount payable hereunder or under any other Note Document. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and any premium, if any as aforesaid, together with any other amount payable hereunder or under any other Note Document, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company and canceled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

Section 8.9 Purchase of Notes. The Company will not be required to make any mandatory redemption or sinking fund payments with respect to the Notes. The Company and any Subsidiary or Affiliate thereof may at any time and from time to time purchase the Notes in the open market or otherwise at any price. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment or prepayment of Notes pursuant to this Agreement, and no Notes may be issued in substitution or exchange for any such Notes.

Section 8.10 Payments Due on Non-Business Days. Anything in this Agreement or the Notes to the contrary notwithstanding, (a) except as set forth in clause (b), any payment of interest on any Note that is due on a date that is not a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; and (b) any payment of principal of any Note (including principal due on the Maturity Date of such Note) that is due on a date that is not a Business Day shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

ARTICLE 9

AFFIRMATIVE COVENANTS

From the date of this Agreement until the Purchase Date and thereafter, so long as any of the Notes are outstanding, the Company and, except in the case of Section 9.1, Section 9.2, Section 9.3, Section 9.9 and Section 9.10 each other Note Party, shall:

Section 9.1 Financial Statements. Deliver to the Agent, for further distribution to the holders of the Notes:

(a) as soon as available, but in any event within one hundred twenty (120) days (or earlier as may be required by the SEC for the filing of the Company’s financial statements) after the end of each fiscal year of the Company, a consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal year, and the related consolidated statements of income or operations, changes in shareholders’ equity, and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with Applicable Accounting Principles, such consolidated statements to be audited and accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit;

(b) as soon as available, but in any event within sixty (60) days (or earlier as may be required by the SEC for the filing of the Company's financial statements) after the end of each of the first three fiscal quarters of each fiscal year of the Company, a consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal quarter, and the related consolidated statements of income or operations, changes in shareholders' equity, and cash flows for such fiscal quarter and for the portion of the Company's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, such consolidated statements to be certified by a Senior Financial Officer of the Company as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of the Company and its Subsidiaries in accordance with Applicable Accounting Principles, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) as soon as available, but in any event within fifteen (15) days after the end of each fiscal year of the Company, an Officer's Certificate certifying, as to the list of names of all Immaterial Subsidiaries for the preceding fiscal quarter, that each Subsidiary of the Company set forth on such list individually qualifies as an Immaterial Subsidiary and that all such Subsidiaries of the Company in the aggregate do not exceed the limitations set forth in the definition "**Immaterial Subsidiary**."

Section 9.2 Certificates; Other Information.

(a) Deliver to the Agent, for further distribution to the holders of the Notes:

(i) concurrently with the delivery of the financial statements referred to in Section 9.1(a), a fully completed Compliance Certificate signed by a Senior Financial Officer; and stating that in making the examination necessary therefor no knowledge was obtained of any Default or, if any such Default shall exist, stating the nature and status of such event;

(ii) concurrently with the delivery of the financial statements referred to in Section 9.1(a) and Section 9.1(b), a certificate by the Responsible Officer confirming compliance with the Leverage Ratio for the most recently ended fiscal quarter and providing for a detailed calculation of such Leverage Ratio;

(iii) promptly after the same are available, copies of all annual, regular, periodic and special reports and registration statements that the Company may file or be required to file with the SEC under Section 13 or 15(d) of the Exchange Act, or with any national securities exchange, and in any case not otherwise required to be delivered to the Agent pursuant hereto;

(iv) promptly, and in any event within fifteen (15) Business Days after receipt thereof by any Note Party or any Subsidiary thereof, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of any Note Party or any Subsidiary thereof; and

(v) promptly after a reasonable request of the Agent, all documentation and other information required by the Agent, Purchasers or holders of a Note in order for such Person to comply with applicable “know your customer” and anti-money laundering rules and regulations, including the U.S. Patriot Act.

(b) Documents required to be delivered pursuant to Section 9.1 and Section 9.2 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (1) on which the Company posts such documents, or provides a link thereto on the Company’s website on the Internet at the website address listed on Schedule 19 and provides written notice thereof to the Agent (or to the extent any such documents are included in materials otherwise filed with the SEC, on the date such materials are filed, furnished (after giving effect to any extension thereof) or published by the Company on either the SEC’s EDGAR filing system), or (2) on which such documents are posted on the Company’s behalf on an Internet or intranet website, if any, to which each of the holders of a Note or the Agent have access (whether a commercial or third-party website or whether sponsored by the Agent); provided that (i) the Company shall deliver paper copies of such documents to the Agent and the holders of the Notes upon any of their requests to the Company to deliver such paper copies until a written request to cease delivering paper copies is given by the Agent or such holder and (ii) the Company shall notify the Agent and the holders of the Notes (by facsimile or electronic mail) of the posting of any such documents and provide to the Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Neither the holders of the Notes nor the Agent shall have an obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event the holders of the Notes and the Agent shall have no responsibility to monitor compliance by the Company with any such request by a holder of a Note or an Agent for delivery, and each holder of a Note or Agent shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

(c) The Company hereby acknowledges that (i) the Agent will make available to the holders of a Note materials and/or information provided by or on behalf of the Company hereunder (collectively, "**Company Materials**") by posting the Company Materials on IntraLinks, Debtdomain, Syndtrak, ClearPar or another similar electronic system (the "**Platform**"), and (ii) certain of the Purchasers or holders of a Note (each, a "**Public Noteholder**") may have personnel who do not wish to receive material non-public information with respect to the Company or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Company hereby agrees that it will use commercially reasonable efforts to identify that portion of the Company Materials that may be distributed to the Public Noteholders and that (w) all such Company Materials shall be clearly and conspicuously marked "PUBLIC," which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Company Materials "PUBLIC," the Company shall be deemed to have authorized the Agent, the Purchasers and the holders of the Notes to treat such Company Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Company or its securities for purposes of United States Federal and state securities Laws (provided, however, that to the extent such Company Materials constitute confidential Information, they shall be treated as set forth in Article 20); (y) all Company Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information," and (z) the Agent shall be entitled to treat any Company Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

Section 9.3 Notices.

(a) Promptly notify the Agent for further distribution to the holders of the Notes of:

(i) the occurrence of any Default or Event of Default;

(ii) any matter that has resulted or would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect;

(iii) any material change in accounting policies or financial reporting practices by any Note Party;

(iv) the occurrence of any Disposition of property or assets for which the Company is required to make a mandatory repurchase of Notes pursuant to Section 8.5;

(v) any announcement by any Rating Agency of any decline in a Debt Rating issued by such Rating Agency; and

(vi) the occurrence of any default or event of default under, or breach or violation of any provision contained in, any instrument or agreement evidencing, securing or relating to Non-Recourse Indebtedness of any Material Non-Recourse Subsidiary.

(b) Each notice pursuant to this Section 9.3 shall be accompanied by a statement of a Responsible Officer of the Company setting forth details of the occurrence referred to therein and stating what action the Company has taken and proposes to take with respect thereto. Each notice pursuant to Section 9.3(a)(i) shall describe in reasonable detail all provisions of this Agreement and any other Note Document that has been breached.

Section 9.4 Preservation of Existence, Center of Main Interests and Establishments, Etc.

(a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 10.4 or Section 10.5; and

(b) in the case of each Note Party incorporated in a country that has adopted the Regulation, for the purposes of the Regulation, maintain its center of main interest (as that term is used in Article 3(1) of the Regulation) in its original jurisdiction and not maintain an "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

Section 9.5 Inspection Rights. Permit representatives and independent contractors of the Agent to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom; and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the reasonable expense of the Company and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Company; provided that the foregoing shall, unless an Event of Default has occurred and is continuing, occur not more than twice during any fiscal year of the Company (but not with less than forty-eight (48) hours advanced notice); provided, further, so long as no Event of Default shall have occurred and be continuing, any visit pursuant to this Section 9.5 in excess of once per calendar year by the Agent shall be at the expense of the Purchasers; provided, further, that when an Event of Default exists, the Agent or any Purchaser (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Company at any time during normal business hours and without advance notice. Notwithstanding anything to the contrary herein, none of the Note Parties or any of their respective Subsidiaries will be required to disclose, or permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter (a) that constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Agent or any Purchaser (or their respective representatives or contractors) is prohibited by applicable Law or any bona fide binding agreement entered into with a non-affiliated third party or (c) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 9.6 Use of Proceeds. Use the proceeds of the Notes issued on the Purchase Date (i) (x) to, as soon as possible, deposit with the trustee for the Senior Notes the proceeds necessary to redeem in full the then outstanding Senior Notes following conversion by the company of such proceeds into U.S. Dollars with a financial institution selected by the Company, and (y) following such deposit, promptly redeem in full the then outstanding Senior Notes, which redemption shall in any event occur within five (5) Business Days from the Purchase Date, (ii) to repay a portion of the then outstanding amounts borrowed under the Company's existing Term Loan, (iii) for general corporate purposes, and (iv) to pay certain costs, fees and expenses in connection therewith.

Section 9.7 Covenant to Guarantee Obligations. If (a) the Company or any of its Subsidiaries acquires or creates another Wholly-Owned Subsidiary after the Purchase Date and such Wholly-Owned Subsidiary Guarantees any Credit Facility evidencing Material Indebtedness of the Company, or (b) any Wholly-Owned Subsidiary that does not currently Guarantee any Credit Facility evidencing any Material Indebtedness of the Company subsequently Guarantees any such Credit Facility, then such newly acquired or created Wholly-Owned Subsidiary or Wholly-Owned Subsidiary that subsequently fully and unconditionally Guarantees any Credit Facility evidencing Material Indebtedness of the Company will provide a Guarantee in respect of the Notes, execute a Guarantor Accession Agreement and deliver an opinion of counsel satisfactory to the Agent within 60 Business Days of the date on which it was acquired or created or Guaranteed other Credit Facility evidencing Material Indebtedness of the Company.

Section 9.8 Further Assurances. Promptly upon any request by the Agent, the Purchasers or the holders of the Notes (a) correct any material defect or error that may be discovered in any Note Document or in the execution, acknowledgment, filing or recordation thereof, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Agent, the Purchasers or the holders of the Notes, may reasonably require from time to time in order to carry out more effectively the purposes of the Note Documents.

Section 9.9 Maintenance of Rating. In the case of the Company, at all times use commercially reasonable efforts to maintain a Debt Rating from at least one Rating Agency (but, in each case, not to maintain a specific rating from any Rating Agency).

Section 9.10 Maintenance of Listing of the Notes. The Company shall use its commercially reasonable efforts to obtain before the first Interest Payment Date the listing and admission to trading of the Notes on a stock exchange designated as a "recognised stock exchange" for the purposes of Section 1005 of the Income Tax Act 2007 of the United Kingdom (or any successor provision thereof), and shall from time to time take such other reasonable actions as shall be necessary to maintain any listing of the Notes in accordance with the terms of this Section 9.10; provided that, if such listing of the Notes shall be obtained and it is or it subsequently becomes impracticable or unduly burdensome, in the good faith determination of the Company, to maintain, due to changes in listing requirements, Laws and regulations occurring subsequent to the Purchase Date, the Company may delist the Notes from the then applicable stock exchange; and, in the event of any such de-listing, the Company shall use its commercially reasonable efforts to obtain and maintain an alternative admission to listing, trading and/or quotation of the Notes by another listing authority, exchange or system designated as a "recognised stock exchange" for the purposes of Section 1005 of the Income Tax Act 2007 of the United Kingdom (or any successor provision thereof) as the Company may reasonably decide.

Section 9.11 Source of Consolidated Revenue. The Company shall ensure that at least 50% of its aggregate consolidated revenue in each Testing Period commencing on January 1, 2019 is generated from the operations of the Company and its Subsidiaries in countries that are members of the Organization for Economic Co-operation and Development.

Section 9.12 Maintenance of Insurance. Maintain with insurance companies that the Company believes (in the good faith judgment of the management of the Company) are financially sound and responsible at the time of the relevant coverage is placed or renewed, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons.

Section 9.13 Maintenance of Listing. In the case of the Company, at all times use commercially reasonable efforts to maintain a listing of the Company's capital stock on the NASDAQ, the NYSE or any successor stock exchange.

ARTICLE 10

NEGATIVE COVENANTS

Subject to Section 10.7, from the date of this Agreement until the Purchase Date and thereafter, so long as any of the Notes are outstanding:

Section 10.1 Liens.

(a) No Note Party shall create or permit to exist any Lien upon any cash or Cash Equivalents owned by the Company, any Principal Property owned by the Company or any Guarantor or upon Equity Interests issued by, or Indebtedness of, any direct or indirect Subsidiary of the Company that directly or indirectly owns a Principal Property to secure any Indebtedness of the Company or any Guarantor; provided, however, that this restriction will not apply to, or prevent the creation or existence of:

(i) Liens securing Indebtedness of the Company or any Guarantor under one or more Credit Facilities in an aggregate principal amount pursuant to this clause (i), measured as of the date of creation of any such Lien and the date of incurrence of any such Indebtedness, not exceeding the greater of (x) 20% of Consolidated Total Assets, (y) $1,000 million and (z) the product of 2.5 and the cash available for distribution for the Testing Period ended immediately prior to the date of such incurrence for which financial statements are available;

(ii) Existing Liens;

(iii) Liens securing Indebtedness of any Person that (x) is acquired by the Company or any of its Subsidiaries after the date hereof, (y) is merged or amalgamated with or into the Company or any of its Subsidiaries after the date hereof, or (z) becomes consolidated in the financial statements of the Company or any of its Subsidiaries after the date hereof in accordance with Applicable Accounting Principles; provided, however, that in each case contemplated by this clause (iii), such Liens were in existence prior to, and such Indebtedness was not incurred in contemplation of such acquisition, merger, amalgamation or consolidation and is only secured by Liens on the Equity Interests and assets of, the Person (and Subsidiaries of the Person) acquired by, or merged or amalgamated with or into, or consolidated in the financial statements of, the Company or any of its Subsidiaries;

(iv) Liens securing Indebtedness of the Company or any Guarantor incurred to finance (whether prior to or within 365 days after) the acquisition (whether through the direct purchase of assets or through the purchase of the Equity Interests of any Person owning such assets or through an acquisition of any such Person by merger, consolidation or otherwise), construction, development or improvement of assets; provided, however, that such Indebtedness is only secured by Liens on the Equity Interests and assets acquired, constructed, developed or improved in such financing;

(v) Liens in favor of the Company or any of its Subsidiaries;

(vi) Liens securing Hedging Obligations; provided that such agreements were not entered into for speculative purposes (as determined by the Company in its reasonable discretion acting in good faith);

(vii) Liens relating to current or future escrow arrangements securing Indebtedness of the Company or any Guarantor;

(viii) Liens to secure Environmental CapEx Debt or Necessary CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt or Necessary CapEx Debt;

(ix) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of the Company or any Guarantor, including rights of offset and set-off;

(x) Refinancing Liens;

(xi) Liens on the Equity Interests, assets or rights of Non-recourse Subsidiaries securing Non-Recourse Indebtedness of one or more Non-Recourse Subsidiaries;

(xii) Liens on cash and Cash Equivalents securing Indebtedness incurred to finance an acquisition of assets or a business or multiple businesses; provided, that within 180 days from the date the related Indebtedness was incurred, such cash or Cash Equivalents are used to (x) fund the acquisition (or a similar transaction), including any related fees and expenses, and the related Indebtedness is (A) secured by Liens otherwise permitted under this Section 10.1 or (B) unsecured; or (y) retire or repay the Indebtedness that it secures and to pay any related fees and expenses;

(xiii) Liens on the property of any Non-Recourse Subsidiary securing performance of obligations under power purchase agreements and agreements for the purchase and sale of energy and renewable energy credits, climate change levy exemption certificates, embedded benefits and other environmental attributes; and

(xiv) other Liens, in addition to those permitted in clauses (i) through (xiii) above, securing Indebtedness of the Company or any Guarantor having an aggregate principal amount, measured as of the date of creation of any such Lien and the date of incurrence of any such Indebtedness, not to exceed the greater of (x) 2.0% of Consolidated Total Assets and (y) $100 million,

provided, further, that, except for Liens of the type specified in clauses (ii), (v), (vi), (ix), (x) and (xii), no such Liens shall be created on cash or Cash Equivalents of the Company.

(b) Liens securing Indebtedness under the Credit Agreements existing on the date of this Agreement will be deemed to have been incurred on such date in reliance on the exception provided by clause (i) of Section 10.1(a) above. For purposes of determining compliance with this Section 10.1, if a proposed Lien meets the criteria of more than one of the categories of Liens described in clauses (i) through (xiv) above, the Company will be permitted to classify such Lien on the date of its incurrence, or later reclassify all or a portion of such Lien, in any manner that complies with this Section 10.1.

(c) If the Company or any Guarantor proposes to create or permit to exist any Lien upon any Principal Property owned by the Company or any Guarantor or upon any Equity Interests of any direct or indirect Subsidiary of the Company to secure any Indebtedness of the Company or a Guarantor, other than as permitted by clauses (i) through (xiv) of Section 10.1(a), the Company will give prior written notice thereof to the holders (with a copy to the Agent), and the Company and each Guarantor, as applicable, will further agree, prior to or simultaneously with the creation of such Lien, effectively to secure all the Notes equally and ratably with (or prior to) such other Indebtedness, for so long as such other Indebtedness is so secured.

Section 10.2 Merger, Consolidation or Sale of Assets.

(a) The Company will not directly or indirectly (i) consolidate or merge with or into another Person (whether or not the Company is the surviving Person) or (ii) sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole in one or more related transactions, to another Person, unless:

(i) either (x) the Company is the surviving Person; or (y) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance, lease or other disposition has been made is an entity organized or existing under the laws of any member state of the European Union, Switzerland, the United Kingdom, Canada, any state of the United States or the District of Columbia;

(ii) the Person formed by or surviving any such consolidation or merger with the Company (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of the Company under the Notes and the Agreement;

(iii) immediately after such transaction, no Default or Event of Default exists;

(iv) the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, conveyance, lease or other disposition has been made would be in compliance with Section 10.6, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable Testing Period; and

(v) the Company delivers to the Agent an Officer's Certificate and an opinion of counsel, in each case, stating that such consolidation, merger or transfer comply with this Section 10.2.

(b) A Guarantor (other than a Guarantor whose Guarantee is to be released in accordance with Section 23.6) will not, directly or indirectly, (i) consolidate or merge with or into another Person (whether or not such Guarantor is the surviving corporation); or (ii) sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of such Guarantor and its Subsidiaries, taken as a whole, in one or more related transactions, to another Person other than the Company or any other Subsidiary, unless:

(i) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(ii) either (i) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under this Agreement and the Notes pursuant to the Guarantor Accession Agreement; or (ii) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Agreement.

(c) This Section 10.2 will not apply to (i) any consolidation or merger of any Subsidiary that is not a Guarantor into the Company or any other Guarantor; (ii) any consolidation or merger among Guarantors; (iii) any consolidation or merger among the Company and any Guarantor; provided that, if the Company is not the surviving entity of such merger or consolidation, the relevant Guarantor will assume the obligations of the Company under this Agreement and the Notes; or (iv) any sale, assignment, transfer, conveyance, lease or other disposition of assets among the Company and its Subsidiaries.

(d) Section 10.2(a)(ii) and Section 10.2(a)(iv) of the first paragraph and Section 10.2(b)(i) of the second paragraph of this "Merger, Consolidation or Sale of Assets" covenant will not apply to any sale or other disposition of all or substantially all of the assets or merger or consolidation of the Company with or into any other Guarantor, and Section 10.2(a)(iv) of the first paragraph of this "Merger, Consolidation or Sale of Assets" covenant will not apply to any sale or other disposition of all or substantially all of the assets or merger or consolidation of the Company with or into an Affiliate solely for the purpose of reincorporating the Company in another jurisdiction for tax reasons.

Section 10.3 Restricted Payments. The Company shall not declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, if immediately prior to or after giving effect thereto a Default or an Event of Default shall have occurred and be continuing.

Section 10.4 Limitation on Transactions with Affiliates.

(a) No Note Party shall, directly or indirectly, enter into or suffer to exist any transaction or series of related transactions (including, without limitation, the sale, purchase, exchange or lease of assets or property or the rendering of any service) with, or for the benefit of, any Affiliate of the Company or any other Subsidiary involving aggregate payments or consideration in excess of $5.0 million, unless such transaction or series of transactions is entered into in good faith and:

(i) such transaction or series of transactions is on terms that, taken as a whole, are not materially less favorable to the Company or such other Subsidiary, as the case may be, than those that would have been obtained in a comparable transaction at such time on an arm's-length basis with third parties that are not Affiliates; and

(ii) with respect to any transaction or series of related transactions involving aggregate payments or the transfer of assets or the provision of services, in each case having a value greater than $10.0 million, a majority of the independent members of the Company's Board of Directors must approve such transaction.

(b) Notwithstanding the foregoing, the restrictions set forth in this Section 10.4 will not apply to:

(i) customary directors' fees, indemnities and similar arrangements (including the payment of directors' and officers' insurance premiums), consulting fees, employee compensation, employee and director bonuses, employment agreements and arrangements or employee benefit arrangements, including stock options or legal fees, as determined in good faith by the Company's Board of Directors or senior management;

(ii) any Restricted Payment not prohibited by Section 10.3;

(iii) loans and advances (or guarantees to third party loans, but not any forgiveness of such loans or advances) to directors, officers or employees of the Company or such other Subsidiary made in the ordinary course of business and consistent with the Company's past practices or past practices of the relevant Subsidiary, as the case may be;

(iv) agreements and arrangements existing on the Purchase Date and any amendment, modification or supplement thereto; provided that any such amendment, modification or supplement to the terms thereof is not more disadvantageous to the holders of the Notes in any material respect than the original agreement or arrangement as in effect on the Purchase Date;

(v) the issuance of securities pursuant to, or for the purpose of the funding of, employment arrangements, stock options and stock ownership plans, as long as the terms thereof are or have been previously approved by the Company's or the relevant Subsidiary's Board of Directors;

(vi) transactions between or among the Company and the Subsidiaries or between or among Subsidiaries;

(vii) any transaction between or among (x) the Company and/or its Subsidiaries; and (y) any joint venture (where such joint venture is an Affiliate solely because the Company and/or its Subsidiaries owns an equity interest in or otherwise Controls such joint venture) (1) pursuant to the terms of the respective joint venture or other agreements, including but not limited to engineering, procurement and construction contracts, operation and maintenance contracts and other project agreements; (2) in the ordinary course of business in accordance with past practice; (3) pursuant to cash pooling or other similar arrangements; (4) consisting of an Investment; (5) which are fair to the Company or the relevant Subsidiary, in the reasonable determination of the Board of Directors or senior management of the Company or the Subsidiary, as applicable; or (6) which is on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated Person, in the reasonable determination of the Board of Directors or senior management of the Company or the Subsidiary, as applicable;

(viii) any issuance of Equity Interests of the Company;

(ix) the existence of, or the performance by the Company or any of its Subsidiaries of its obligations under the terms of, any stockholders agreement (including any registration rights agreement or purchase agreement relating thereto) to which it is a party as of the Purchase Date and any similar agreements which it may enter into thereafter; provided, however, that the existence of, or the performance by the Company or any of its Subsidiaries of, obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the Purchase Date shall only be permitted by this clause (ix) to the extent that the terms of any such amendment or new agreement are not disadvantageous to the holders of the Notes in any material respect;

(x) transactions arising under any agreement of a Person acquired by the Company or any Subsidiary with Parent or a Subsidiary of Parent relating to a Project in effect at the time of such acquisition (but not created in contemplation thereof);

(xi) any acquisition of assets from Parent or a Subsidiary of Parent pursuant to any ROFO Agreement as such agreement is in existence as of the Purchase Date or as such ROFO Agreement may be amended after the Purchase Date if such amendment is not more disadvantageous to the holders of the Notes in any material respect than any ROFO Agreement as it is in existence as of the Purchase Date, in each case so long as (x) such acquisition is on terms that, taken as a whole, are not materially less favorable to the Company or such Subsidiary, as the case may be, than those that would have been obtained in a comparable transaction at such time on an arm's-length basis with third parties that are not Affiliates and (y) a majority of the independent members of the Company's Board of Directors have approved such acquisition; and

(xii) transactions under the Shareholders' Agreement.

Section 10.5 Limitation on Sales of Assets. No Note Party shall, directly or indirectly, consummate an Asset Sale, unless:

(a) such Note Party receives consideration at the time of the Asset Sale at least equal to the Fair Market Value of the assets, Equity Interests issued or sold or otherwise disposed of;

(b) at least 75% of the consideration received in the Asset Sale by such Note Party is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(i) any liabilities, as recorded on the balance sheet of such Note Party (other than contingent liabilities), that are assumed by the transferee of any such assets and as a result of which such Note Party is no longer obliged with respect to such liabilities or is indemnified against further liabilities;

(ii) any securities, notes or other obligations received by such Note Party from such transferee that are converted by such Note Party into cash or Cash Equivalents within 90 days following the closing of the Asset Sale, to the extent of the cash or Cash Equivalents received in that conversion;

(iii) any Capital Stock or assets of the kind referred to in clauses Section 10.5(c)(i)(2) or Section 10.5(c)(i)(4) below;

(iv) Indebtedness of any Subsidiary of Note Party that is no longer a Note Party as a result of such Asset Sale, to the extent that such Note Parties and any other Subsidiary thereof are released from any guarantee of such Indebtedness in connection with such Asset Sale;

(v) consideration consisting of Indebtedness of the Note Parties received from Persons who are not Note Parties; and

(vi) any consideration consisting of Equity Interests in an entity engaged in a Permitted Business received in connection with the sale or exchange of an Equity Interest in a Subsidiary of a Note Party so long as after giving effect to such transaction, the entity in which the Equity Interest has been sold or exchanged remains a Subsidiary of a Note Party, if the Fair Market Value of such consideration is determined by a reputable investment banking, accounting or appraisal firm that is, in the judgment of the Board of Directors of the Company, qualified to perform the task for which such firm has been engaged and independent with respect to the Company; and

(c) within 365 days after the receipt of any Net Proceeds from an Asset Sale, such Note Party may:

(i) apply such Net Proceeds, et the option of such Note Party:

(1) to acquire all or substantially all of the assets of, or any Capital Stock of another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Subsidiary;

(2) to make a capital expenditure;

(3) to acquire other assets (other than Capital Stock) not classified as current assets under the Applicable Accounting Principles that are used or useful in a Permitted Business;

(4) to repurchase, prepay, redeem or repay Pari Passu Indebtedness;

(5) if required pursuant to any Non-Recourse Indebtedness, repurchase, prepay, redeem or repay such Non-Recourse Indebtedness; or

(ii) enter into a binding commitment to apply the Net Proceeds pursuant to this Section 10.5; provided that such binding commitment will be treated as a permitted application of the Net Proceeds from the date of such commitment until the earlier of (x) the date on which such acquisition or expenditure is consummated, and (y) the 180th day following the expiration of the aforementioned 365-day period.

(d) Pending the final application of any Net Proceeds, the Note Party may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by this Agreement.

(e) Proceeds in excess of $25,000,000 shall be applied in accordance with Section 8.5.

Section 10.6 Financial Covenant. The Company shall not permit the Leverage Ratio as of the end of any fiscal quarter of the Company to be greater than 5.0:1.00; provided that, in connection with any proposed acquisition or series of related acquisitions (that shall close within six (6) months of the first such related acquisition to close) by the Company and/or any of its Subsidiaries for which the payment of consideration or assumption or incurrence of Indebtedness by the Company and its Subsidiaries in connection therewith is at least $100,000,000 (a "**Reference Acquisition**" it being understood that if a Reference Acquisition consists of a series of related acquisitions, the consummation of a such Reference Acquisition shall be deemed to have occurred on the date the last of such series of related acquisitions is consummated), to the extent that the Company has a Current Rating assigned by any two Ratings Agencies immediately prior to and after giving effect to such Reference Acquisition, solely for the period commencing on the date of consummation of a Reference Acquisition, through the first six months ending immediately following the consummation of the Reference Acquisition (each such period, a "**Reference Acquisition Period**"), the maximum Leverage Ratio shall instead be 5.50:1.00; provided, further, that (x) in the event any such Indebtedness is incurred prior to the consummation of such Reference Acquisition and the Company provides a certification to the Agent that the proceeds of such Indebtedness are to be used in connection with the consummation of such Reference Acquisition (including Indebtedness incurred to pay related transaction costs), such Indebtedness shall not be included in the calculation of the Leverage Ratio until the consummation of the Reference Acquisition, and (y) the Leverage Ratio immediately prior to the commencement of any Reference Acquisition Period shall not be greater than 5.0:1.00.

Section 10.7 Covenant Suspension.

(a) No Note Party shall be required to comply with the provisions set forth in Section 8.5, Section 10.3, Section 10.4 and Section 10.5 at any time during any Covenant Suspension Period, if (and only to the extent that):

(i) the Company delivers to the Agent a written request to suspend the enforceability of such Sections, signed by a Responsible Officer of the Company (a "**Covenant Suspension Notice**");

(ii) no Default or Event of Default shall have occurred and be continuing, on the date of the Covenant Suspension Notice and at any time during the Covenant Suspension Period; and

(b) In the event that the Company delivers to the Agent a Covenant Suspension Notice pursuant to Section 10.7(a), the Company shall be required to comply with Section 8.6.

Section 10.8 Anti-Corruption Laws.

(a) Directly or indirectly use the proceeds of any Note for any purpose that would breach the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, or other similar legislation in other jurisdictions or

(b) fail to (i) conduct its businesses in compliance with applicable anti-corruption Laws or (ii) maintain policies and procedures designed to promote and achieve compliance with such Laws.

Section 10.9 Sanctions. Directly or indirectly, use, lend, contribute or otherwise make available the proceeds of any Notes or other transaction contemplated by this Agreement to any Person, (a) to fund any activities of or business with, or for the benefit of, any Prohibited Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or (b) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in any of the Notes, whether as Purchaser, holder of a Note, Agent or otherwise). The Company shall not (and shall ensure that none of its Affiliates will) fund all or any part of any payment in connection with the Notes out of proceeds derived from business or transactions with a Prohibited Person, or from any action which is in breach of any Sanctions.

Section 10.10 Residency Undertaking. The Company shall not change its residence for Tax purposes.

ARTICLE 11

EVENTS OF DEFAULT

Section 11.1 Event of Default. An "**Event of Default**" shall exist if any of the following conditions or events shall occur and be continuing:

(a) Non-Payment. The Company or any other Note Party fails to (i) pay when and as required to be paid herein any amount of principal or premium of any Note, or (ii) pay within three (3) days after the same becomes due any interest on any Note, or any fee due hereunder, or (iii) pay within five (5) days after the same becomes due any other amount payable hereunder or under any other Note Document; or

(b) Specific Covenant. Any Note Party fails to perform or observe any term, covenant or agreement contained in Section 10.2 or Section 10.6;

(c) Other Defaults. Any Note Party fails to comply with any of the agreements or covenants in this Agreement (other than a default in performance, or breach, or a covenant or agreement that is specifically addressed with in clauses (a) or (b) above) for 60 days after written notice to the Company by the Agent or by the Required Holders (with a copy to the Agent);

(d) Representations and Warranties. Any representation or warranty made or deemed made by the Company or any other Note Party herein, in any other Note Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect on the date as of which made or deemed made; provided that no Event of Default will occur under this Section 11.1(d) if the failure to comply is susceptible of being remedied and is remedied within thirty (30) days after written notice to the Company by the Agent or any holder of a Note;

(e) Cross-Default. Any Note Party or any Material Non-Recourse Subsidiary (provided that, with respect to any Material Non-Recourse Subsidiary, only to the extent that the default described in this clause (d) shall not have been forborne by the relevant creditors of the relevant Non-Recourse Indebtedness (and to the extent only such forbearance continues to be in effect) (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) after giving effect to any grace or any cure periods, in respect of any Indebtedness (other than Indebtedness hereunder) (a "**Payment Default**"), or (B) fails to observe or perform any other agreement or condition relating to any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the applicable Threshold Amount beyond the period of grace, if any, provided in the instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or cash collateral in respect thereof to be demanded;

(f) Judgments. Failure by any Note Party to pay final judgments entered by a court or courts of competent jurisdiction that aggregate in excess of the Threshold Amount (exclusive of any amounts that a solvent insurance company has acknowledged liability for), which judgments shall not have been discharged or waived and there shall have been a period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of an appeal, waiver or otherwise, shall not have been in effect;

(g) Invalidity of the Notes or Note Guarantees. Except as permitted by this Agreement (including with respect to any limitations), any Note or Note Guarantee is held in any final non-appealable judgment to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any such Guarantor, or any Person acting on behalf of any such Guarantor, denies or disaffirms its obligations under its Note Guarantee;

(h) Insolvency Proceedings, Etc. If any Note Party institutes or consents to the institution of any proceeding under any Debtor Relief Law, or suspends or threatens to suspend making payments on its debts, or makes an assignment or composition or similar arrangement for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, administrator, administrative receiver, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted or a moratorium is declared in respect of any indebtedness of such Person without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days; or an order for relief is entered in any such proceeding or any UK Insolvency Proceeding occurs; or

(i) Inability to Pay Debts; Attachment. (i) Any Note Party becomes (or is deemed or declared under applicable Law) unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy.

Section 11.2 Remedies upon Event of Default.

(a) In the case of an Event of Default of the type specified in Section 11.1(h) or Section 11.1(i) above, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Agent or the Required Holders (with a copy to the Agent) may declare all the Notes to be due and payable immediately by notice in writing to the Company and the Agent specifying the respective Event of Default and that it is a notice of acceleration.

(b) In the event of a declaration of acceleration of the Notes because an Event of Default described in Section 11.1(e) has occurred and is continuing, the right to declare an acceleration of the Notes shall be automatically annulled if the Payment Default or other default triggering such Event of Default pursuant to such clause (e) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, in each case, prior to any declaration of acceleration of the Notes with respect to such Payment Default or other default triggering such Event of Default pursuant to such clause (e); provided that (i) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (ii) all existing Events of Default, except nonpayment of principal, premium or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

(c) If a Default occurs for a failure to report or deliver a required certificate in connection with another default (an "**Initial Default**") then at the time such Initial Default is cured, such Default for a failure to report or deliver a required certificate in connection with the Initial Default will also be cured without any further action and any Default or Event of Default for the failure to comply with the time periods prescribed in Section 9.2 or otherwise to deliver any notice or certificate pursuant to any other provision of this Agreement will be deemed to be cured upon the delivery of any such report required by such covenant or notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in this Agreement.

(d) Subject to certain limitations, Required Holders may direct the Agent in its exercise of any power. The Agent may withhold from holders of the Notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal, interest or Additional Amounts or premium, if any.

Section 11.3 Application of Funds.

After the exercise of remedies provided for in Section 11.2 (or after the Notes have automatically become immediately due and payable as set forth in the proviso to Section 11.2), any amounts received on account of the Obligations shall be applied by the Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Agent (and any of their appointees or delegates) and amounts payable under Article 3) payable to the Agent;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Purchasers or any holder of a Note (including premiums and fees, charges and disbursements of counsel to the respective Purchasers and holders of a Note) arising under the Note Documents and amounts payable under Article 3, ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Notes and other Obligations arising under the Note Documents, ratably among the Purchasers and the holders of a Note in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Notes, ratably among the Purchasers and the holders of a Note in proportion to the respective amounts described in this clause Fourth held by them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Company or as otherwise required by Law.

ARTICLE 12

AGENT

Section 12.1 Appointment and Authority.

(a) Each of the Purchasers and any holder of Notes hereby irrevocably appoints and designates and authorizes the Agent to take such action on its behalf under the provisions of this Agreement and each other Note Document and to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms of this Agreement or any other Note Document, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article 12 are solely for the benefit of the Agent (and its co-agents, sub-agents and attorneys-in-fact and its and their respective Related Parties (as applicable)) and the Purchasers and any holder of a Note, and neither the Company nor any other Note Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Note Document (or any other similar term) with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) Lucid Agency Services Limited shall act as Agent under the Note Documents, and each of the Purchasers and any holder of Notes hereby irrevocably appoints and authorizes the Agent to act as the agent of such Purchaser and any such holder of Notes for the purposes set forth herein and the other Note Documents, together with such powers and discretion as are reasonably incidental thereto. In this connection, Lucid Agency Services Limited, as agent, and any co-agents, sub-agents and attorneys-in-fact appointed by the Agent pursuant to Section 12.5 for purposes of exercising any rights and remedies thereunder at the direction of the Agent, and their respective Related Parties shall be entitled to the benefits of all provisions of this Article 12 and Article 16 (as though such co-agents, sub-agents and attorneys-in-fact and their respective Related Parties were the Agent under the Note Documents) as if set forth in full herein with respect thereto.

(c) (i) Each Purchaser, by its acceptance of a Note, shall be deemed to have appointed the Agent to act as safekeeper of the Notes (the "**Safekeeper**") pursuant to the terms and conditions of this Agreement and the Safekeeper hereby accepts such appointment; (ii) the Purchasers will deliver (or procure the delivery of) the Notes to the Safekeeper and the Safekeeper will hold the Notes in its physical possession as bailee in its vault. The Purchasers acknowledge and agree that the Safekeeper has no obligation to review or verify the Notes in any respect; (iii) in the event that the Purchasers wish the Safekeeper to redeliver the Notes to the Purchasers, the Purchasers shall give the Safekeeper a redelivery notice in a form agreed with the Safekeeper (the "**Redelivery Notice**"). The Purchasers shall be responsible and liable for any packaging, delivery, shipping and/or any applicable insurance costs associated with such redelivery. The Safekeeper shall not permit the withdrawal of the Notes from its possession except for redelivery to the Purchasers (or as otherwise directed by a Holder) pursuant to a Redelivery Notice and in accordance with the administrative procedures of the Safekeeper. Notwithstanding any other provision of this Agreement, the Safekeeper may deliver the Notes in accordance with a final, non-appealable decision of a court of competent jurisdiction; (iv) upon receipt of a written request from a Purchaser, the Safekeeper shall use reasonable efforts to allow any nominee of the Purchaser to inspect the Notes on the terms and conditions agreed with the Safekeeper and at the expense of the Purchasers; (v) the Safekeeper's duties and responsibilities are solely those expressly set out in this Agreement and no others shall be implied. The Safekeeper shall not be obliged to perform any services or take any action not provided for in this Agreement unless specifically agreed otherwise between the Purchasers, the Safekeeper, the Trustee and the Issuer, as applicable, in writing. The Safekeeper shall act solely as safekeeper for the Holders and will not assume any obligation or responsibility towards or relationship of agency or trust for or with any third party or have any liability to any person other than the Holders; (vi) the Safekeeper shall not be liable in respect of any loss, liability, claim, expense or damage suffered or incurred by the Purchasers as a result of the performance or lack of performance of its obligations as safekeeper (including in connection with redelivery) except where such loss, liability, claim, expense or damage is suffered or incurred as a result of any willful misconduct or gross negligence of the Safekeeper; and (vii) all provisions of Article 12 hereunder applicable to the Agents shall apply to the Safekeeper and the Safekeeper shall be entitled to all of the rights, benefits and indemnities applicable to the Agents under this Agreement.

Section 12.2 Rights as a Holder of a Note. Each Person serving as an Agent hereunder or under any other Note Document shall have the same rights and powers in its capacity as a Purchaser or holder of a Note as any other Purchaser or holder of a Note and may exercise the same as though it were not an Agent and the term "**Purchaser**" or "**Purchasers**" shall, unless otherwise expressly indicated or unless the context otherwise requires, include each Person serving as an Agent hereunder in its individual capacity. Each such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Company or any Subsidiary or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Purchasers or holders of the Notes.

Section 12.3 Exculpatory Provisions.

(a) The Agent shall not have any duties or obligations except those expressly set forth herein and in the other Note Documents, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Note Document or otherwise exist against the Agent, and the Agent's duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Note Documents that the Agent is required to exercise as directed in writing by the Required Holders (or such other number or percentage of the holders of the Notes as shall be expressly provided for herein or in the other Note Documents), provided that the Agent shall not in any event be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to any liability whatsoever or that is contrary to any Note Document or applicable Law;

(iii) shall not, except as expressly set forth herein and in the other Note Documents, have any duty to disclose, nor shall the Agent be liable for the failure to disclose, any information relating to the Company or any of its Affiliates that is communicated to or obtained by the Person serving as Agent or any of its Affiliates in any capacity;

(iv) shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence solely beyond the control of the Agent (including but not limited to any act or provision of any present or future Law or regulation or Governmental Authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility);

(v) shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder or under any other Note Document or in the exercise of any of its rights, powers, authorities or discretions or otherwise in connection with this Agreement or any other Note Document; and

(vi) shall be entitled to take any action or refuse to take any action that the Agent regards as necessary to comply with any applicable Law or applicable court orders, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.

(b) The Agent shall not be liable in any circumstances for any action taken or not taken by it (i) with the consent of or at the request of or at the direction of the Required Holders (or such other number or percentage of holders of the Notes as shall be necessary, or as the Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 18.1 and Section 11.2) or (ii) in the absence of its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction by a final and nonappealable judgment. The Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until written notice describing such Default or Event of Default is given to the Agent by the Company or a Purchaser or holder of a Note.

(c) The Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Note Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other Note Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agent.

(d) The Agent shall be entitled to deal with money paid to it by any Person for the purposes of this Agreement in the same manner as other money paid to a banker by its customers, except that it shall not be liable to account to any Person for any interest or other amounts in respect of the money.

(e) The Agent may refuse to perform any duty or exercise any right or power unless it first receives an indemnity and/or security (including by way of prefunding) from the Purchasers or the holders of the Notes satisfactory to the Agent against any costs, expenses and liabilities that might be incurred by it in performing such duty or exercising such right or power. Notwithstanding anything to the contrary in this Agreement or in any other Note Document, the adequacy of any indemnification and/or security of the Agent shall be determined in the Agent’s own discretion or satisfaction as to any such indemnification and/or security.

(f) Notwithstanding anything else to the contrary herein, if the Agent shall request instructions from the Required Holders (or such other number or percentage of the holders of the Notes as shall be expressly provided for herein or in the other Note Documents) with respect to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Agent in connection with this Agreement or any other Note Document, then the Agent requesting such instructions shall be entitled to refrain from such act or taking such action unless and until it shall have received instructions from the Required Holders (or such other number or percentage of the holders of the Notes as shall be expressly provided for herein or in the other Note Documents), and, in any such event, the Agent shall not incur any liability to any Person by reason of so refraining. Without limiting the generality of the foregoing, no Purchaser or holder of a Note shall have any right of action whatsoever against the Agent as a result of such action or inaction hereunder or under any other Note Document in accordance with the instructions of the Required Holders (or such other number or percentage of the holders of the Notes as shall be expressly provided for herein or in the other Note Documents). This provision is intended solely for the benefit of the Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

Section 12.4 Reliance by the Agent. The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the issuance of a Note that by its terms must be fulfilled to the satisfaction of a Purchaser, the Agent may presume that such condition is satisfactory to such Purchaser unless the Agent shall have received written notice to the contrary from such Purchaser prior to the issuance of such Note. The Agent may consult with any legal counsel (who may be counsel for the Company), independent accountants and other professional advisers or experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants, professional advisers or experts.

Section 12.5 Delegation of Duties. The Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Note Document by or through any one or more sub-agents appointed by the Agent. The Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article 12 shall apply to any such sub-agent and to the Related Parties of the Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein, as well as actions taken in its character as Agent. The Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 12.6 Resignation and replacement of the Agent.

(a) The Agent may at any time give notice of its resignation to the Purchasers, the holders of the Notes and the Company. Upon receipt of any such notice of resignation, the Required Holders shall have the right, in consultation with the Company, to appoint a successor. If no such successor shall have been so appointed by the Required Holders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation (or such earlier date as may be agreed to by the Required Holders) (the "**Resignation Effective Date**"), then the retiring Agent may (but shall not be obligated to), on behalf of the Purchasers or holders of the Notes, appoint a successor Agent who meets the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Note Documents and (ii) except for any indemnity payments or other amounts then owed to the retiring Agent, all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Purchaser or holder of a Note directly, until such time, if any, as the Required Holders appoint a successor Agent as provided for above. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent other than any rights to indemnity payments or other amounts owed to the retiring Agent as of the Resignation Effective Date, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Note Documents (if not already discharged therefrom as provided above in this Section 12.6). The fees payable by the Company to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the retiring Agent's resignation or removal hereunder and under the other Note Documents, the provisions of this Article 12 and Article 16 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Agent was acting as Agent. The provisions of this Article 12 and Article 16 shall also survive for the benefit of any Agent, its sub-agents and their respective Related Parties notwithstanding any termination of this Agreement.

(c) Any entity into which the Agent in its individual capacity may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Agent in its individual capacity shall be a party, or any entity to which substantially all of the corporate trust business of the Agent in its individual capacity may be transferred, shall be the Agent under this Agreement and the other Note Documents without further action.

(d) The Required Holders may, by giving thirty (30) days' notice to the Agent, replace the Agent by appointing a successor Agent. The retiring Agent is not bound to supervise or be responsible in any way for any loss incurred by any Person as a result of the misconduct or default on the part of any successor Agent. The retiring Agent shall, at the cost of the Company, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Note Documents. The appointment of the successor Agent shall take effect on the date specified in the notice from the Required Holders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Note Documents (other than its obligations under this paragraph) but shall remain entitled to any indemnity payments or other amounts then owed to the retiring Agent. Any successor Agent and each of the other Note Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Note Party.

Section 12.7 Non-Reliance on the Agent and Other Purchasers. Each Purchaser acknowledges that it has, independently and without reliance upon the Agent or any other Purchaser or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Purchaser acknowledges that the Agent has not made any representation or warranty to it, and that no act by the Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of the Company or any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Agent to any Purchaser as to any matter, including whether the Agent has disclosed material information in its possession. Each Purchaser also acknowledges that it will, independently and without reliance upon the Agent or any other Purchaser or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Note Document or any related agreement or any document furnished hereunder or thereunder.

Section 12.8 Guaranty Matters. The Purchasers irrevocably authorize, and the holders of a Note shall be deemed to have done so upon the acquisition of a Note, the Agent, at its option and in its discretion, to release any Guarantor from its obligations under its Guaranty if such Person ceases to be a Subsidiary or becomes a Non-Recourse Subsidiary, in each case as a result of a transaction permitted under the Note Documents.

Upon any request by the Agent at any time, the Required Holders will confirm in writing the Agent's authority to release any Guarantor from its obligations under its Guaranty pursuant to this Section 12.8. As specified in this Section 12.8, the Agent will, at the Company's cost and expense, execute and deliver to the applicable Note Party such documents as such Note Party may reasonably request to release such Guarantor from its obligations under its Guaranty, in each case in accordance with the terms of the Note Documents and this Section 12.8.

Section 12.9 Parallel Debt.

(a) For the purposes of this Section 12.9, "**Corresponding Obligations**" means each Note Party's Obligations to Purchasers or holders of the Notes, other than the Parallel Debt.

(b) Notwithstanding any other provision of the Note Documents, each Note Party hereby irrevocably and unconditionally undertakes to pay the Agent, as creditor in its own right, acting on its own behalf and not as representative and/or agent of the Purchasers or holders of the Notes, an amount equal to the Corresponding Obligations (such payment undertaking by each Note Party to the Agent is hereinafter referred to as the "**Parallel Debt**").

(c) The Agent shall have its own independent right to demand payment of the Parallel Debt irrespective of any discharge of any Note Party's obligation to pay those amounts to the Purchasers or holders of the Notes resulting from failure by it to take appropriate steps, in insolvency proceedings affecting such Note Party, to preserve its entitlement to be paid those amounts.

(d) Any amount due and payable by any Note Party to the Agent under this Section 12.9 shall be decreased to the extent that the other Purchasers or holders of the Notes have received (and are able to retain) payment in full of the corresponding amount under the other provisions of the Note Documents, and any amount due and payable by any Note Party to the other Purchasers or holders of the Notes under those provisions shall be decreased to the extent that the Agent has received (and is able to retain) payment in full of the corresponding amount under this Section 12.9.

(e) Each of the parties to this Agreement hereby acknowledges that (i) the Parallel Debt constitutes undertakings, obligations and liabilities of each Note Party to the Agent which are transferable and separate and independent from and without prejudice to the Corresponding Obligations, (ii) the Parallel Debt represents the Agent's own separate and independent claim to receive payment of the Parallel Debt from each Note Party, and (iii) the Liens granted under the Note Documents to the Agent to secure the Parallel Debt are granted to the Agent in its capacity as creditor of the Parallel Debt and shall not be held in trust, it being understood that the amount that may become payable by each Note Party under or pursuant to the Parallel Debt from time to time shall never exceed the aggregate amount that is payable under the relevant Corresponding Obligations from time to time.

(f) For the purposes of this Section 12.9, the Agent acts in its own name and on behalf of itself (albeit for the benefit of the Purchasers and holders of the Notes and each subsequent purchaser of any Note by its making thereof) and not as agent or representative of any of the Purchasers or holders of the Notes and each subsequent purchaser of any Note.

(g) To the extent that the Agent irrevocably receives any amount in payment of the Parallel Debt (the "**Received Amount**"), the Corresponding Obligations shall be reduced by an aggregate amount (the "**Deductible Amount**") equal to the Received Amount in the manner as if the Deductible Amount were received as a payment of the Corresponding Obligations. All amounts received or recovered by the Agent from or by the enforcement of any security interest granted to secure the Parallel Debt shall be applied in accordance with this Agreement.

Without limiting or affecting the Agent's rights against the Note Parties (whether under this Section 12.9 or under any other provision of the Note Documents), each Note Party acknowledges that (i) nothing in this Section 12.9 shall impose any obligation on the Agent to advance any sum to any Note Party or otherwise under any Note Document, except in its capacity as Purchaser or holder of a Note, and (ii) for the purpose of any vote taken under any Note Document, such Agent shall not be regarded as having any participation or commitment other than those that it has in its capacity as a Purchaser or holder of a Note.

Section 12.10 Agent's Management Time. Any amount payable to the Agent under (a) any indemnity provisions of this Article 12 and (b) Article 16 of this Agreement shall include the cost of utilizing the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Company and the holders of the Notes, and is in addition to any fee paid or payable to the Agent under Article 5.

ARTICLE 13

TAX INDEMNIFICATION; FATCA

Section 13.1 Tax Indemnification.

(a) All payments whatsoever under the Note Documents will be made by the Note Parties in Euro free and clear of, and without liability for withholding or deduction for or on account of, any present or future Taxes of whatever nature imposed or levied by or on behalf of any jurisdiction (or any political subdivision or tax authority of or in such jurisdiction) (each, a "**Taxing Jurisdiction**"), unless the withholding or deduction of such Tax is compelled by Law.

(b) If any deduction or withholding for any Tax of a Taxing Jurisdiction shall at any time be required in respect of any amounts to be paid by a Note Party under a Note Document, the Note Party will pay to the relevant Taxing Jurisdiction the full amount required to be withheld, deducted or otherwise paid before penalties attach thereto or interest accrues thereon and pay to each holder of a Note such additional amounts ("**Additional Amounts**") as may be necessary in order that the net amounts paid to such holder pursuant to the terms of the relevant Note Document after such deduction, withholding or payment (including any required deduction or withholding of Tax on or with respect to such Additional Amount) shall be not less than the amounts then due and payable to such holder under the terms of the relevant Note Document before the deduction or withholding of such Tax, provided that no payment of any Additional Amounts shall be required to be made for or on account of:

(i) any Tax that would not have been imposed but for the existence of any present or former connection between such holder (or a fiduciary, settlor, beneficiary, member of, shareholder of, or possessor of a power over such holder, if such holder is an estate, trust, partnership or corporation or any Person other than the holder to whom the Notes or any amount payable thereon is attributable for purposes of such Tax) and the Taxing Jurisdiction, other than the mere holding of the relevant Note or the receipt of payments under any Note Document or in respect thereof or the exercise of remedies in respect thereof, including such holder (or such other Person described in the above parenthetical) being or having been a citizen or resident thereof, or being or having been present or engaged in a trade or business therein or having or having had an establishment, office, fixed base or branch therein, provided that this exclusion shall not apply with respect to a Tax that would not have been imposed but for a Note Party, after the Purchase Date, opening an office in, moving an office to, reincorporating in, or changing the Taxing Jurisdiction from or through which payments on account of this Agreement or the Notes are made to, the Taxing Jurisdiction imposing the relevant Tax; or

(ii) any Tax that is imposed pursuant to FATCA.

(c) If the Notes cease to be listed on an exchange designated as a "recognised stock exchange" for the purposes of section 1005 of the Income Tax Act 2007 of the United Kingdom (or any successor provision) or there is a Change in Tax Law (as defined in Section 8.3(d)) resulting in the repeal or other withdrawal of section 882 of the Income Tax Act 2007 of the United Kingdom (or any successor provision), each holder of a Note will, upon receipt of a written request from the Company, use reasonable efforts to provide or file (or in the case of procedural formalities, complete), as soon as reasonably practicable and in any event within 30 days of the receipt of such request, any form, certification, document or return ("**Forms**") including, where applicable, a QPP Certificate, or procedural formalities reasonably requested by the Company that such holder is legally entitled to provide or file (or in the case of procedural formalities, complete) to the extent that such Form (or completion of procedural formalities) is necessary to eliminate or reduce any applicable withholding tax under the laws of the United Kingdom or a Treaty.

(d) A Note Party will furnish to the holders of Notes, promptly and in any event within 60 days after the date of any payment by the Note Party of any Tax in respect of any amounts paid under a Note Document, the original tax receipt issued by the relevant taxation or other authorities involved for all amounts paid as aforesaid (or, if such original tax receipt is not available or must legally be kept in the possession of the Company, a duly certified copy of the original tax receipt or any other reasonably satisfactory evidence of payment), together with such other documentary evidence with respect to such payments as may be reasonably requested from time to time by any holder of a Note.

(e) If (i) the Note Party is required by any applicable Law, as modified by the practice of the taxation or other authority of any relevant Taxing Jurisdiction, to make any deduction or withholding of any Tax in respect of which the Note Party would be required to pay any Additional Amount under this Article 13, but for any reason does not make such deduction or withholding with the result that a liability in respect of such Tax is assessed directly against the holder of any Note, and such holder pays such liability, or (ii) the holder determines (acting reasonably and in good faith) that it has suffered or will suffer (directly or indirectly) any loss, liability or cost for or on account of Tax in respect of a Note Document (other than in respect of any (1) Tax imposed on net income, gains or other measure of profits for Tax purposes, in each case, as a result of a connection described in Section 13.1(b)(i), (2) Tax imposed pursuant to FATCA, (3) Bank Levy, or (4) estate inheritance, gifts, sales, transfer, wealth or personal property Tax or similar Tax), then the Note Party will, in each case, promptly reimburse such holder for such payment, loss, liability or cost (including any related interest or penalties to the extent such interest or penalties arise by virtue of a default or delay by the Note Party) upon demand by such holder.

(f) If any payment is made by a Note Party to or for the account of the holder of any Note after withholding or deduction for or on account of any Taxes, and increased payments are made by the Note Party pursuant to this Article 13, then, if such holder at its sole discretion determines (acting reasonably and in good faith) that it has received or been granted a refund of such Taxes, such holder shall, to the extent that it can do so without prejudice to the retention of the amount of such refund, reimburse to the Note Party such amount as such holder shall, in its sole discretion, determine (acting reasonably and in good faith) to be attributable to relevant Taxes or deduction or withholding. Nothing herein contained shall interfere with the right of the holder of any Note to arrange its tax affairs in whatever manner it thinks fit, and, in particular, no holder of any Note shall be under any obligation to claim relief from its corporate profits or similar Tax liability in respect of such Tax in priority to any other claims, reliefs, credits or deductions available to it or oblige any holder of any Note to disclose any information relating to its tax affairs or any computations in respect thereof.

(g) Unless the context otherwise requires, all references in a Note Document to payments of principal of or interest on the Notes or any other amount payable under a Note Document will be deemed to include any Additional Amounts that are, were or would be payable in respect thereof.

(h) The obligations of each Note Party under this Article 13 shall survive the payment or transfer of any Note and the provisions of this Article 13 shall also apply to successive transferees of the Notes.

ARTICLE 14

REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES

Section 14.1 Registration of Notes. The Company shall keep at its principal executive office a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. If any holder of one or more Notes is a nominee, then (a) the name and address of the beneficial owner of such Note or Notes shall also be registered in such register as an owner and holder thereof and (b) at any such beneficial owner's option, either such beneficial owner or its nominee may execute any amendment, waiver or consent pursuant to this Agreement. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note, promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

Section 14.2 Transfer of Commitments and Notes.

(a) The Commitments may not be transferred at any time prior to the earlier of the Purchase Date and the date on which all Commitments terminate pursuant to the terms of this Agreement to any Person without the prior written consent of the Company, except if an Event of Default has occurred and is continuing at the time of such transfer.

(b) Notes may not be transferred at any time prior to the second anniversary of the Purchase Date (such date, the "**Reference Transfer Date**") to any Person (other than an Eligible Assignee) without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed), except if an Event of Default has occurred and is continuing at the time of such transfer; provided that the Company shall not be deemed to have unreasonably withheld a consent with respect to any transfer of Notes if the potential transferee is a Distressed Debt Fund.

(c) Following the Reference Transfer Date, any holder of a Note may transfer any of its Notes to any other Person without the prior consent of the Company; provided that any transfer of Notes to a Distressed Debt Fund shall not be made without the prior written consent of the Company, except if an Event of Default has occurred and is continuing at the time of such transfer.

(d) As a condition to any transfer of any Notes, the transferee of such Notes shall pay the Agent a transfer fee of €2,000.

Section 14.3 Registration of Transfer and Exchange of Notes. Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 19(a)(iii)), for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of such Note or part thereof), within ten (10) Business Days thereafter, the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes (as requested by the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Exhibit B. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than €100,000; provided that, if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than €100,000. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representation set forth in Section 7.1.

Section 14.4 Replacement of Notes.

(a) Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 19(a)(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note (which evidence shall be notice from the holder of the relevant Note of such ownership and such loss, theft, destruction or mutilation), and

(i) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another holder of a Note with a minimum net worth of at least $10,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(ii) in the case of mutilation, upon surrender and cancellation thereof,

within ten (10) Business Days thereafter, the Company at its own expense shall execute and deliver, in lieu thereof, a new Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

(b) In case the Company elects to capitalize interest pursuant to Section 1.3, upon request of the Agent or any Purchaser, within ten (10) Business Days following the date of receipt by the Company of such request, the Company shall execute and deliver to the Agent or to such requesting Purchaser (or any designee thereof), as applicable, a new Note in a principal amount that reflects such capitalized interest (such Note to be delivered in exchange for, but not in payment of, the Note then held by such requesting Purchaser).

Section 14.5 Regulation S Transfer Restrictions. The Notes have not been and are not being registered under the Securities Act or any applicable state securities Laws, and may not be offered, sold, pledged or otherwise transferred within the United States or to, or for the account or benefit of, U.S. persons unless (a) the transfer is registered pursuant to an effective registration statement under the Securities Act, or (b) the transfer qualifies for an exemption from registration afforded by the Securities Act (including an offshore transaction in accordance with Rule 903 of Regulation S) and applicable state securities Laws.

Section 14.6 Company Undertakings.

(a) The Company undertakes that none of it, any Note Party, any of its respective affiliates (as such term is defined in Rule 501(b) of Regulation D under the Securities Act) nor any person acting on its or their behalf (other than the Purchasers, any holder of the Notes and their respective affiliates, as to which no undertaking is being made) will engage in connection with the offering of the Notes, in any “directed selling efforts” (within the meaning of Regulation S) with respect to the Notes.

(b) None of the Company, any Note Party, any of its respective affiliates (as such term is defined in Rule 501(b) of Regulation D under the Securities Act) nor any person acting on its or their behalf (other than the Purchasers, any holder of the Notes and their respective affiliates, as to which no undertaking is being made) will, directly or indirectly, make offers or sales of any security, or solicit offers to buy or otherwise negotiate in respect of, any security, under circumstances that would require the registration of the Notes under the Securities Act.

ARTICLE 15

PAYMENTS ON NOTES

Section 15.1 Agent to Hold Money. The Agent will hold for the benefit of the holders of a Note all money for the payment of principal, premium, interest and all other amounts becoming due hereunder or under any other Note Document, and shall promptly notify the holders of a Note of any Default by the Company in making any such payment. The Company shall no later than 10:00 a.m. (London time) on the second Business Day prior to the day on which the Agent is to receive payment procure that the bank effecting payment for it confirms to the Agent the payment instructions relating to such payment. The Agent shall not be obliged to pay the holders of a Note (or make any other payment) unless and until such time as it has confirmed receipt of cleared funds sufficient to make the relevant payment.

Section 15.2 Principal, Maturity and Interest and Payment of Notes. No later than 10:00 a.m. (London time) on the Business Day prior to a payment date, the Company shall pay or cause to be paid the principal, premium, interest and all other amounts becoming due hereunder on the dates and in the manner provided in the Notes and this Agreement, through the deposit with the Agent in immediately available funds, money in Euro sufficient to make cash payments due on such day or date, as the case may be. Principal, premium, interest and all other amounts becoming due hereunder shall be considered paid on the date due if the Agent receives such payment by such time in the manner provided in this Agreement and the Notes. The aforementioned amounts shall be payable at the office of the Agent. The Company shall promptly notify the Agent of its failure to so act.

Subject to actual receipt by the Agent of such funds as provided by this Section 15.2, and so long as any holder of a Note or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 15.1 or in such Note to the contrary, the Agent will pay all sums becoming due on such Note for principal, premium, interest and all other amounts becoming due hereunder by the method and at the address specified for such purpose below the name of such holder of a Note in the Purchaser Schedule, or by such other method or at such other address as such holder of a Note shall have from time to time specified to the Agent in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Agent or the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, such holder of a Note shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 15.1. Prior to any sale or other disposition of any Note held by a holder of a Note or its nominee, such holder of a Note will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 14.3.

ARTICLE 16

EXPENSES, ETC.

Section 16.1 Expenses; Indemnity; Damage Waiver.

(a) *Costs and Expenses*. The Company shall pay (i) all documented out-of-pocket expenses properly incurred by the Purchasers, holders of a Note, the Agent and their respective Affiliates (including the fees, charges and disbursements of counsel for the Agent and the Purchasers or holders of a Note but excluding any Taxes to which the provisions of Article 13 and Section 16.2 apply) in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Note Documents or any amendments, modifications or waivers of or consents to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all documented out-of-pocket expenses incurred by the Agent or any Purchaser or holder of a Note (including the documented fees, charges and disbursements of any counsel for the Agent or any Purchaser or holder of a Note but excluding any Taxes to which the provisions of Article 13 and Section 16.2 apply), in connection with the enforcement or protection of its rights (a) in connection with this Agreement and the other Note Documents, or (b) in connection with Notes issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Notes.

(b) *Indemnity to the Agent*. The Company shall promptly indemnify the Agent, and any co-agents, sub-agents and attorneys-in-fact appointed by the Agent pursuant to this Agreement and their respective Related Parties (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the documented fees, charges and disbursements of any counsel for any Indemnitee), together with any applicable irrecoverable VAT, incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Company) other than such Indemnitee and its Related Parties arising out of, in connection with or as a result of:

(i) any failure by the Company to comply with its obligations under Section 16.1(a) (Costs and Expenses) above;

(ii) the execution or delivery of this Agreement, any other Note Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby;

(iii) acting or relying on any notice, request or instruction from the Company that it reasonably believes to be genuine, correct and appropriately authorized;

(iv) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Agent, and any co-agents, sub-agents and attorneys-in-fact appointed by the Agent pursuant to this Agreement by the Note Documents or by Law;

(v) any default by the Company in the performance of any of the obligations expressed to be assumed by it in the Note Documents;

(vi) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement;

(vii) acting as Agent, co-agent, sub-agent or attorney-in-fact under the Note Documents; or

(viii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company, and regardless of whether any Indemnitee is a party thereto;

provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) *Waiver of Consequential Damages, Etc*. To the fullest extent permitted by applicable Law, the Company shall not assert, and hereby waives and acknowledges that no other Person shall have, any claim against the Purchasers, any holder of a Note, the Agent, and their respective Affiliates, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with or as a result of this Agreement, any other Note Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Note or the use of the proceeds thereof. Notwithstanding any provision of this Agreement and/or any other Note Document to the contrary, the Agent shall not in any event be liable for any loss of profit, loss of business, loss of goodwill or loss of opportunity, whether direct or indirect. None of the Purchasers, the holders of the Notes, the Agent, and their respective Affiliates shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by each of them through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Note Documents or the transactions contemplated hereby or thereby.

(d) *Payments*. All amounts due under this Section 16.1 shall be payable not later than ten (10) Business Days after demand therefor.

(e) *Withholding Tax Indemnity*. To the extent required by any applicable Law, the Agent may withhold from any payment to any holder of a Note under any Note Document an amount equivalent to any applicable withholding Tax. If any relevant Governmental Authority asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any holder of a Note for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed or because such holder of a Note failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), or if the Agent reasonably determines that a payment was made to a holder of a Note pursuant to this Agreement without deduction of applicable withholding Tax from such payment, such holder of a Note shall, within 10 days after written demand therefor, indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Company and without limiting or expanding the obligation of the Company to do so) for all amounts paid, directly or indirectly, by the Agent as Taxes or otherwise, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any holder of a Note by the Agent shall be conclusive absent manifest error. Each holder of Notes hereby authorizes the Agent to set off and apply any and all amounts at any time owing to holder of a Note under this Agreement or any other Note Document against any amount due the Agent under this Section 16.1(e).

(f) *Survival*. The agreements in this Section 16.1 shall survive the resignation or removal of the Agent, the replacement of any Purchaser or holder of a Note and the repayment, satisfaction or discharge of all the other Obligations and any termination of this Agreement.

Section 16.2 Certain Taxes.

(a) The Company agrees to pay all stamp duty, stamp duty reserve, registration and other similar Taxes and duties payable in respect of a Note Document, including, without limitation, the issuance of the Notes, execution, registration, delivery or in respect of enforcement of a Note Document, and will indemnify and hold harmless each holder of a Note and the Agent (as the case may be) against any cost, loss or liability resulting from non-payment or delay in payment of any such stamp duty, stamp duty reserve, registration and other similar Taxes and duties hereunder, except for any such stamp duty, stamp duty reserve, registration and other similar Taxes and duties payable (i) in connection with any transfer, assignment or novation of the Notes or entering into any Note Document pursuant to which a Purchaser or other holder of a Note transfers, assigns, substitutes, novates, alienates or otherwise disposes of any of its rights or obligations under a Note Document after the Purchase Date for the Note, and (ii) as a result of registration or other action where such registration or action is not necessary to enforce, perfect or protect the rights of such holder under any Note Document.

(b) (i) All amounts expressed to be payable under a Note Document by a Note Party to a holder or the Agent (as the case may be) that (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT that is chargeable on that supply and, accordingly, subject to paragraph (ii) below, if VAT is or becomes chargeable on any supply made by any holder or the Agent (as the case may be) to a Note Party under a Note Document and such holder or the Agent (as the case may be) is required to account to the relevant tax authority for the VAT, the Company or the relevant Note Party must pay to such holder or the Agent (as the case may be) (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such holder or the Agent (as the case may be) must promptly provide an appropriate VAT invoice to that payor).

(ii) If VAT is or becomes chargeable on any supply made by any holder or the Agent (as the case may be) (the “**Supplier**”) to any other holder or the Agent (as the case may be) (the “**Recipient**”) under a Note Document, and any party to this Agreement other than the Recipient (the “**Relevant Party**”) is required by the terms of the Note Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(1) (where the Supplier is the Person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an Additional Amount equal to the amount of the VAT. The Recipient must (where this paragraph applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority that the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(2) (where the Recipient is the Person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(iii) Where a Note Document requires any party to this Agreement to reimburse or indemnify a holder or the Agent (as the case may be) for any cost or expense, that party shall reimburse or indemnify (as the case may be) such holder or the Agent (as the case may be) for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such holder or the Agent (as the case may be) reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(iv) Any reference in this Section 16.2(b) to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994 of the United Kingdom or any equivalent Person in any other jurisdiction).

(v) In relation to any supply made by a holder or the Agent (as the case may be) to any party to this Agreement under a Note Document, if reasonably requested by such holder or the Agent (as the case may be), that party must promptly provide such holder or the Agent (as the case may be) with details of that party's VAT registration and such other information as is reasonably requested in connection with such holder's or the Agent's (as the case may be) VAT reporting requirements in relation to such supply.

Section 16.3 Survival. The obligations of the Company under this Article 16 will survive the resignation or removal of the Agent, the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement, any Guaranty or the Notes, and the termination of this Agreement.

ARTICLE 17

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT

All representations and warranties made hereunder and in any other Note Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Agent and each Purchaser or holder of a Note, regardless of any investigation made by the Agent or any Purchaser or holders of a Note or on their behalf and notwithstanding that the Agent or any Purchaser or holder of a Note may have had notice or knowledge of any Default at the time of purchase of any Note, and shall continue in full force and effect as long as any Note or any other Obligation hereunder shall remain unpaid or unsatisfied. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement, the Notes and any Guaranties embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

ARTICLE 18

AMENDMENT AND WAIVER.

Section 18.1 Requirements. This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), only with the written consent of the Company and the Required Holders, except that:

(a) no amendment or waiver of any of Articles 1, 2, 3, 4, 5, 6 or 21 hereof, or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing; and

(b) no amendment or waiver may, without the written consent of each Purchaser and the holder of each Note at the time outstanding, (i) subject to Article 11 relating to acceleration or rescission, change the amount or time of any prepayment or payment of, principal of, or reduce the rate or change the time of payment or method of computation of interest or premium on the Notes, (ii) change the percentage of the principal amount of the Notes the holders of which are required to consent to any amendment or waiver or the principal amount of the Notes that the Purchasers are to subscribe pursuant to Article 2 upon the satisfaction of the conditions listed in Article 4, or (iii) amend any of Article 8 (provided that the Required Holders have waived the obligation of the Company to make a Change of Control Offer), Section 11.1(a), Section 11.1(b), Section 11.2, Article 13, Article 17, Article 18, Article 20 or Section 22.12; and

(c) no amendment or waiver that relates to the rights or obligations of the Agent may be effected without the consent of the Agent.

Section 18.2 Amendments by the Company and the Agent.

(a) Notwithstanding the provisions of Section 18.1, the Company and the Agent may amend or supplement this Agreement or the Notes without notice to or consent of any holder of Notes or Purchaser:

(i) to cure any ambiguity, or to cure, correct or supplement any defect; and

(ii) to add Guarantees with respect to the Notes.

(b) After an amendment under this Section 18.2 becomes effective, the Company shall mail to holders of the Notes a notice briefly describing such amendment. The failure to give such notice to all holders of the Notes, or any defect therein, shall not impair or affect the validity of an amendment under this Section 18.2.

Section 18.3 Binding Effect, Etc. Any amendment or waiver consented to as provided in this Article 18 applies equally to all Purchasers and holders of the Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon.

Section 18.4 Notes Held by Company, Etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement, the Notes or any other Note Document, or have directed the taking of any action provided herein or in the Notes or in any other Note Document to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

ARTICLE 19

NOTICES; ENGLISH LANGUAGE

(a) Except to the extent otherwise provided in Section 9.3, all notices and communications provided for hereunder shall be in writing and sent (x) by telecopy if the sender on the same day sends a confirming copy of such notice by an internationally recognized commercial delivery service (charges prepaid) or (y) by an internationally recognized commercial delivery service (charges prepaid). Any such notice must be sent:

(i) if to any Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in the Purchaser Schedule, or at such other address as such Purchaser or nominee shall have specified to the Company in writing;

(ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Company in writing; or

(iii) if to the Company, to the Company at its address set forth on Schedule 19, or at such other address as the Company shall have specified to the holder of each Note in writing.

Notices under this Article 19 will be deemed given only when actually received.

(b) Each document, instrument, financial statement, report, notice or other communication delivered in connection with this Agreement shall be in English or accompanied by an English translation thereof.

(c) This Agreement and the Notes have been prepared and signed in English, and the parties hereto agree that the English version hereof and thereof (to the maximum extent permitted by applicable Law) shall be the only version valid for the purpose of the interpretation and construction hereof and thereof notwithstanding the preparation of any translation into another language hereof or thereof, whether official or otherwise or whether prepared in relation to any proceedings that may be brought in any other jurisdiction in respect hereof or thereof.

ARTICLE 20

CONFIDENTIAL INFORMATION

The Agent, the Purchasers and the holders of the Notes agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Note Document or any action or proceeding relating to this Agreement or any other Note Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as those of this Article 20, to (i) any assignee of, or any prospective assignee of, any of its rights and obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Company and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to any rating agency in connection with rating the Company or its Subsidiaries; (h) with the consent of the Company; or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Article 20 or (y) becomes available to the Agent, any Purchaser, or any holder of a Note or any of their respective Affiliates on a non-confidential basis from a source other than the Company.

For purposes of this Article 20, "**Information**" means all information received from the Company or any Subsidiary relating to the Company or any Subsidiary or any of their respective businesses, other than any such information that is available to the Agent, any Purchaser or any holder of a Note on a nonconfidential basis prior to disclosure by the Company or any Subsidiary, provided that, in the case of information received from the Company or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Article 20 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Agent, the Purchasers, and the holders of the Notes acknowledges that (a) the Information may include material non-public information concerning the Company or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

ARTICLE 21

SUBSTITUTION OF PURCHASER

Each Purchaser shall have the right to substitute any one of its Affiliates or another Purchaser or any one of such other Purchaser's Affiliates (a "**Substitute Purchaser**") as the purchaser of the Notes that it has agreed to subscribe hereunder, by written notice to the Company, which notice shall be signed by both such Purchaser and such Substitute Purchaser, shall contain such Substitute Purchaser's agreement to be bound by this Agreement and shall contain a confirmation by such Substitute Purchaser of the accuracy with respect to it of the representations set forth in Article 7. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Article 21) shall be deemed to refer to such Substitute Purchaser in lieu of such original Purchaser. In the event that such Substitute Purchaser is so substituted as a Purchaser hereunder and such Substitute Purchaser thereafter transfers to such original Purchaser all of the Notes then held by such Substitute Purchaser, upon receipt by the Company of notice of such transfer, any reference to such Substitute Purchaser as a "**Purchaser**" in this Agreement (other than in this Article 21) shall no longer be deemed to refer to such Substitute Purchaser but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Notes under this Agreement.

ARTICLE 22

MISCELLANEOUS

Section 22.1 Successors and Assigns

All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including any subsequent holder of a Note) whether so expressed or not, except that (i) the Company may not assign or otherwise transfer any of its rights or obligations hereunder or under the Notes without the prior written consent of each holder, and (ii) the Purchasers and subsequent holders of the Notes may only assign or otherwise transfer any of their rights or obligations hereunder or under the Notes in accordance with Section 14.2, and any purported assignment or transfer in violation of the foregoing shall be null and void. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Agreement.

Section 22.2 No Waiver; Cumulative Remedies; Enforcement

(a) No failure by any Purchaser or holder of a Note or the Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Note Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Note Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

(b) Notwithstanding anything to the contrary contained herein or in any other Note Document, the authority to enforce rights and remedies hereunder and under the other Note Documents against the Note Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Agent in accordance with Section 11.2 for the benefit of all the Purchasers or holders of Notes; provided, however, that the foregoing shall not prohibit (i) the Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Agent) hereunder and under the other Note Documents, or (ii) any Purchaser or holder of a Note from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Note Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Agent hereunder and under the other Note Documents, then (A) the Required Holders shall have the rights otherwise ascribed to the Agent pursuant to Section 11.2 and (B) in addition to the matters set forth in clauses (i) and (ii) of the preceding proviso, and any Purchaser or holder of a Note may, with the consent of the Required Holders, enforce any rights and remedies available to it and as authorized by the Required Holders.

Section 22.3 Accounting Terms

All accounting terms used herein that are not expressly defined in this Agreement have the meanings respectively given to them in accordance with IFRS. Except as otherwise specifically provided herein, (i) all computations made pursuant to this Agreement shall be made in accordance with IFRS, and (ii) all financial statements shall be prepared in accordance with IFRS.

Section 22.4 Severability. If any provision of this Agreement or the other Note Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Note Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 22.5 Construction, Etc.

Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

Defined terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or other modifications set forth herein) and, for purposes of the Notes, shall also include any such notes issued in substitution therefor pursuant to Article 14, (b) subject to Section 22.1, any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (e) any reference to any Law or regulation herein shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time.

In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each mean "to but excluding," the word "through" means "to and including" and the word "within" means "from but excluding and to but including." Section headings herein and in the other Note Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Note Document

Section 22.6 Rounding. Unless otherwise specified, any financial ratios required to be maintained by the Company pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 22.7 Times of day. Unless otherwise specified, all references herein to times of day shall be references to Greenwich Mean Time or British Summer Time, as applicable.

Section 22.8 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Note Documents and any separate letter agreements with respect to fees payable to the Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Article 4, this Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of an original executed counterpart thereof.

Section 22.9 Governing Law; Jurisdiction; Etc.

(a) *GOVERNING LAW*. THIS AGREEMENT AND THE NOTES AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

(b) *SUBMISSION TO JURISDICTION*. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER AT LAW OR IN EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY OTHER PARTY OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY NOTE OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER NOTE DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY AGENT OR ANY PURCHASER OR HOLDER OF A NOTE MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER NOTE DOCUMENT AGAINST THE COMPANY OR ANY NOTE PARTY OR ANY OF THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) *WAIVER OF VENUE*. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER NOTE DOCUMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 22.9. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *SERVICE OF PROCESS*. The Company and each other Note Party hereby irrevocably designates, appoints and empowers C T Corporation, with an office on the date hereof at 111 Eighth Avenue, New York, New York 10011, United States of America, as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal processes, summons, complaints, notices and documents that may be served in any action or proceeding arising out of or relating to this Agreement. Such service may be made by mailing or delivering a copy of such process to the applicable Note Party in care of the Process Agent at the Process Agent's address. If for any reason the Process Agent shall cease to act as such for the Company, the Company hereby agrees to designate a new designee, appointee and agent in New York City, State of New York, United States, on the same terms and for the purposes of this Section 22.9 reasonably satisfactory to the Required Holders. Notwithstanding the designation, appointment and empowerment of the Process Agent as herein set forth, each of the Company and each other Note Party irrevocably consents to service of process in the manner provided for notices in Article 19. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

Section 22.10 Waiver of Jury Trial

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER NOTE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER NOTE DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 22.10.

Section 22.11 Special Provisions Regarding Enforcement Under the Laws of Spain

(a) *Agent Accounting*. For the purposes of Article 572 of the Spanish Law of Civil Procedure (*Ley de Enjuiciamiento Civil*), the Agent, in its capacity as such (and on behalf of each Purchaser or holder of a Note), shall open and maintain in its book a special credit account for each Purchaser or holder of a Note. In each of such accounts the Agent shall debit the amounts owed by a Note Party to a Purchaser or holder of a Note, including the interest, fees, expenses, default interest, additional costs and any other amounts that are payable by a Note Party pursuant to a Note Document. Likewise, all amounts received by the Agent from a Note Party pursuant to a Note Document shall be credited in that account, so that the sum of the balance of the credit account represents the amount owed by a Note Party to a Purchaser or holder of a Note at any time.

(b) *Individual Account of Each Purchaser or holder of a Note*. In addition to the special unified account referred to in Section 22.11(a) above, each Purchaser or holder of a Note shall open and maintain in its books a special credit account from which the interest, fees, expenses, default interest, additional costs and any other amounts that a Note Party owes to such Purchaser or holder of a Note hereunder shall be debited and in which all amounts received by the Purchaser or holder of a Note from any Note Party under the relevant Note Document shall be credited.

(c) *Determination of Balance Due Upon Enforcement Before Spanish Courts*.

(i) In the event of enforcement of a Note Document before the Spanish courts, the Agent (on behalf of the Purchasers) shall settle the credit accounts referred to above in this Section 22.11. It is expressly agreed for purposes of enforceability via judicial or out-of-court methods pursuant to Spanish Law that the balance due from the accounts referred to in this Section 22.11 resulting from the certificate issued for such purpose by the Agent shall be deemed a liquid, due and payable amount enforceable against a Note Party, provided that it is evidenced in a notarial document that the settlement was made in the form agreed to by the parties in the enforceable instrument documenting this Agreement (*título ejecutivo*) and that the balance due matches with the balance that appears in the corresponding open account of the Purchaser or holder of a Note in connection with the relevant Note Document.

(ii) The Agent shall previously notify the relevant Note Party of the amount due as a result of the settlement.

(d) *Enforcement Before the Spanish Courts*.

(i) In the event that a Purchaser or holder of a Note decides, for the purposes of the enforcement of a Note Document (that has been raised to the status of public document in Spain) before the Spanish courts, to commence the ordinary enforcement proceeding set forth in Articles 517 *et seq*., of the Spanish Law of Civil Procedure, the parties expressly agree for purposes of Article 571 *et seq*., of such Spanish Law of Civil Procedure that the settlement to determine the summarily enforceable debt be made by the Agent (on behalf of the corresponding Purchaser or holder of a Note). Therefore, the following will be sufficient for the commencement of the summary proceedings: (a) the notarial deed (*escritura de elevación a público*) evidencing this Agreement (or the relevant Note Document that has been raised to the status of public document in Spain); (b) a certificate, issued by the Agent, of the debt for which the Note Party is liable, as well as the extract of the debit and credit entries and the entries corresponding to the application of interest that determines the actual balance for which enforcement is requested and the document providing evidence (*documento fehaciente*) that the settlement of the debt has been carried out in the form agreed to in this Agreement; and (c) a notarial document providing evidence of the prior notice to the Note Party of the amount due as a result of the settlement.

(ii) The Note Party shall bear all Taxes, expenses and duties accruing or that are incurred by reason of the notarial instruments referred to in the previous paragraph.

Section 22.12 Judgment Currency

(a) *Obligation to Pay in Euro*. The Note Parties' obligations under this Agreement or any of the other Note Documents to make payment in Euro (the "**Obligation Currency**") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than the Obligation Currency, except to the extent that such tender or recovery results in the effective receipt of the full amount of the Obligation Currency expressed to be payable under this Agreement or the other Note Documents. If, for the purpose of obtaining or enforcing judgment against any Note Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than the Obligation Currency (such other currency the "**Judgment Currency**") an amount due in the Obligation Currency, the conversion shall be made at the rate of exchange at which the Agent could purchase Euro with such Judgment Currency in accordance with normal banking procedures in London, United Kingdom, with respect to Euro as of the day (or, if such day is not a Business Day, on the next succeeding Business Day) on which the judgment is given (such Business Day, the "**Judgment Currency Conversion Date**").

(b) *Additional Amounts*. If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due from a Note Party, such Note Party covenants, to the extent permitted by applicable Law, to pay, or cause to be paid, such Additional Amounts, if any (but, in any event, not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the applicable rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency that could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award against it at the rate of exchange prevailing on the Judgment Currency Conversion Date. If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due that results in the Company paying an amount in excess of that necessary to discharge or satisfy any judgment against it, the Purchaser or holder of a Note receiving such excess shall transfer or cause to be transferred to the Company the amount of such excess (net of any Taxes and reasonable and customary costs incurred in connection therewith).

(c) *Determination of Amount*. For purposes of determining the applicable currency equivalent or other rate of exchange under this Section 22.12, such amount shall include any premium and costs payable in connection with the purchase of the Obligation Currency.

Section 22.13 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Note Document), each Note Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that (i)(a) the arranging and other services regarding this Agreement provided by the Agent and the Purchasers or holders of the Notes are arm's-length commercial transactions between the Note Parties and their respective Affiliates, on the one hand, and the Agent and the Purchasers or holders of a Note, on the other hand, (b) each Note Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate and (c) each Note Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Note Documents; (ii)(a) the Agent and the Purchasers or holders of the Notes each is and has been acting solely as a principal and, except as expressly agreed in writing by the Note Parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for the Note Parties or any of their respective Affiliates or any other Person and (b) neither any Agent, any Purchaser nor any holder of a Note has any obligation to the Note Parties or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Note Documents; and (iii) the Agent, the Purchasers or holders of a Note and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Note Parties and their respective Affiliates, and neither any Agent, any Purchaser nor any holder of a Note has any obligation to disclose any of such interests to the Note Parties or any of their respective Affiliates. To the fullest extent permitted by Law, each Note Party hereby waives and releases any claims that it may have against the Agent, the Purchasers or holders of a Note with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 22.14 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act; provided that, notwithstanding anything contained herein to the contrary, the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it.

Section 22.15 U.S. Patriot Act. Each Purchaser or holder of a Note that is subject to the U.S. Patriot Act (in the case of each Agent, for itself and not on behalf of any Purchaser or holder of a Note) hereby notifies the Company that pursuant to the requirements of the U.S. Patriot Act, it is required to obtain, verify and record information that identifies each Note Party, which information includes the name and address of each Note Party and other information that will allow such Purchaser or holder of a Note or such Agent, as applicable, to identify each Note Party in accordance with the U.S. Patriot Act. The Company shall, promptly following a request by any Agent or any Purchaser or holder of a Note, provide all documentation and other information that such Agent or such Purchaser or holder of a Note requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S. Patriot Act.

Section 22.16 FSS Trustee Corporation. FSS Trustee Corporation (ABN 11 118 202 672) ("**FSS**") is a party to this Agreement solely in its capacity as trustee of the First State Superannuation Scheme ("**Scheme**"). The liability of FSS under or in connection with this Agreement or any other Note Document is limited to the extent to which FSS is actually indemnified out of the assets of the Scheme for that liability. This limitation does not apply to the extent that FSS's right of indemnity against the assets of the Scheme is reduced because of FSS's fraud, willful default or negligence. Only the custodian of the Scheme's assets, State Street Australia Limited (or any replacement custodian confirmed in writing by State Street Australia Limited) ("**SSAL**"), may give payment instructions (including notice of any change to bank account details) to the Agent or any other party in relation to amounts owing to FSS. The consent of SSAL is also required for any assignment or transfer by FSS of any of its rights or obligations under the Note Documents.

Section 22.17 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Note Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Note Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Note Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE 23

GUARANTY

Section 23.1 Guaranty. Each Guarantor hereby, jointly and severally, absolutely and unconditionally guarantees, as a guaranty of payment and not merely as a guaranty of collection, prompt payment when due, whether at Stated Maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Company to the Purchasers, and whether arising hereunder or under any other Note Document (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Purchasers in connection with the collection or enforcement thereof). The Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and *prima facie* evidence for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations that might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Section 23.2 Rights of Holders of the Notes. Each Guarantor consents and agrees that the Purchasers may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Agent and the holders of the Notes in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action that might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or that, but for this provision, might operate as a discharge of such Guarantor.

Section 23.3 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Company or any other guarantor, or the cessation from any cause whatsoever (including any act or omission of any Purchaser or holder of a Note) of the liability of the Company or any other Note Party; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Company or any other Note Party; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to proceed against the Company or any other Note Party, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Purchaser or holder of a Note whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Purchaser or holder of a Note; and (f) to the fullest extent permitted by Law, any and all other defenses or benefits that may be derived from or afforded by applicable Law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of non-payment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

Section 23.4 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against such Guarantor to enforce this Guaranty whether or not the Company, any other Note Party or any other Person or entity is joined as a party.

Section 23.5 Subrogation. Each Guarantor shall not exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations and any amounts payable under this Guaranty have been indefeasibly paid and performed in full and the Commitments and the Facilities are terminated. If any amounts are paid to a Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Purchasers and shall forthwith be paid to the Purchasers to reduce the amount of the Obligations, whether matured or unmatured.

Section 23.6 Termination; Reinstatement; Release.

(a) This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and, except as set forth in this Section 23.6, shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are indefeasibly paid in full in cash and the Commitments and the Facility with respect to the Obligations are terminated.

(b) Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Company or any other Note Party is made, or any of the Purchasers exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Purchasers in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Purchasers are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

(c) Notwithstanding anything to the contrary herein, a Note Guarantee of a Guarantor will be automatically and unconditionally released (and thereupon will terminate and be discharged and be of no further force and effect) in each of the following circumstances described below:

(i) if (x) a Release Event has occurred with respect to such Guarantor, and (y) other than with respect to a Release Event of the type specified to in clause (b) of the definition thereof, no Event of Default (as defined below) has occurred and is continuing.

(ii) upon the occurrence of a Rating Release Event; provided that in the event that the Company ceases to have Investment Grade Debt Ratings by at least two Rating Agencies (the date on which such event occurs, the "**Guarantor Reinstatement Date**"), each released Guarantor shall, to the extent that at the Guarantor Reinstatement Date it continues to be a Wholly-Owned Subsidiary, provide a Guarantee in respect of the Notes, execute a Guarantor Accession Agreement and deliver an opinion of counsel satisfactory to the Agent within 10 Business Days of the Guarantor Reinstatement Date;

(iii) upon the sale, conveyance, transfer, lease or other disposition (including through merger, consolidation, amalgamation or other combination) of all or substantially all of the Capital Stock, or the assets, of such Guarantor (or a Holding Company thereof), if such transaction is permitted under this Agreement;

(iv) upon payment in full of the aggregate principal amount of all Notes then outstanding, accrued and unpaid interest, Additional Amounts (if any) and all other financial obligations under this Agreement and the Notes then due and owing;

(v) upon a liquidation or dissolution of such Guarantor that is permitted under this Agreement; or

(vi) otherwise upon the prior consent of the Required Holders.

(d) Upon any occurrence giving rise to a release of a Note Guarantee as specified above, the Agent upon receipt of an Officer's Certificate and an opinion of counsel (stating that all conditions precedent to such release under the Agreement have been complied with) will execute any documents reasonably requested by the Company in order to evidence such release, discharge and termination in respect of such Note Guarantee. None of the Company, the Agent or any Guarantor will be required to make a notation on the Notes to reflect any Note Guarantee or any release, termination or discharge of a Note Guarantee. The Company will be required to notify the holders of the Notes of the occurrence of the release of any Guarantor's Note Guarantee pursuant to Article 19.

Section 23.7 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Company or any other Note Party owing to such Guarantor, whether now existing or hereafter arising, including any obligation of the Company or any other Note Party to such Guarantor as subrogee of the Purchasers or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations. If the Purchasers so request, any such obligation or indebtedness of the Company or any other Note Party to such Guarantor shall be enforced and performance received by such Guarantor as trustee for the Purchasers and the proceeds thereof shall be paid over to the Purchasers on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

Section 23.8 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against the Company or any other Note Party under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by the Guarantors immediately upon demand by the Purchasers.

Section 23.9 Condition of Company. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Company, the other Note Parties and any other guarantor such information concerning the financial condition, business and operations of the Company, the other Note Parties and any such other guarantor as such Guarantor requires, and that none of the Purchasers has any duty, and such Guarantor is not relying on the Purchasers at any time, to disclose to such Guarantor any information relating to the business, operations or financial condition of the Company, the other Note Parties or any other guarantor (such Guarantor waiving any duty on the part of the Purchasers to disclose such information and any defense relating to the failure to provide the same).

Section 23.10 Keepwell. Each Note Party that is a Qualified ECP Guarantor at the time the Guaranty or the grant of the security interest under the Note Documents, in each case, by any Specified Note Party, becomes effective with respect to any Swap Contract, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Note Party with respect to such Swap Contract as may be needed by such Specified Note Party from time to time to honor all of its obligations under this Guaranty and the other Note Documents in respect of such Swap Contract (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Article 23 voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section 23.10 shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Qualified ECP Guarantor intends this Section 23.10 to constitute, and this Section 23.10 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support or other agreement" for the benefit of, each Specified Note Party for all purposes of the Commodity Exchange Act.

Section 23.11 Mexican Guarantors. Each Mexican Guarantor incorporated under the Laws of Mexico hereby unconditionally and irrevocably waives any right to which it may be entitled (including the rights to *excusión*, *orden*, *división* and *subrogación*), to the extent applicable, under Articles 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2826, 2827, 2828, 2830, 2835, 2836, 2837, 2838, 2839, 2840, 2842, 2844, 2846, 2847, 2848 and 2849 of the Federal Civil Code (*Código Civil Federal*) and the corresponding provisions of the Civil Codes of the States of Mexico and the Federal District of Mexico (or any successor provisions).

Section 23.12 Spanish Guarantee Limitations. The Guarantees and indemnities of each Spanish Guarantor under the Note Documents shall:

(a) not extend to any obligation incurred by any Note Party as a result of such Note Party borrowing (or guaranteeing the borrowing of) funds (but only in respect of those funds) under the Note Documents for the purpose of:

(i) acquiring quotas (*participaciones sociales*) representing the share capital of such Spanish Guarantor or shares (*acciones*) or quotas (*participaciones sociales*) representing the share capital of a company within its Relevant Group; or

(ii) refinancing a previous debt for the acquisition of quotas (*participaciones sociales*) representing the share capital of such Spanish Guarantor or shares (*acciones*) or quotas (*participaciones sociales*) representing the share capital of a company within its Relevant Group; and

(b) not be deemed undertaken or incurred by a Spanish Guarantor to the extent that the same would constitute unlawful financial assistance under Section 2 of Chapter VI of Title IV of the Spanish Companies Law, and, in that case, all provisions of this Agreement shall be construed accordingly in the sense that, in no case, can any Guarantee or security given by a Spanish Guarantor secure repayment of the abovementioned funds, provided that any Guarantee or security given by a Spanish Guarantor shall benefit such Spanish Guarantor, any of the companies within its Relevant Group or its Relevant Group as a whole.

For the purposes of this Section 23.12, a reference to the "**Relevant Group**" of a Spanish Guarantor shall mean such Spanish Guarantor and any other companies constituting a group as such term is defined under Article 42 of the Spanish Commercial Code (*Código de Comercio*).

The limitations set forth in this Section 23.12 shall apply *mutatis mutandis* to any guarantee, indemnity, any similar obligation resulting in a payment obligation and payment including setoff pursuant to the Note Documents and made by any Spanish Guarantor.

* * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement among you, the Company, the Guarantors and the Agent.

EXECUTED by **ATLANTICA YIELD PLC** by:

/s/ Santiago Seage

CEO

Name: Santiago Seage

/s/ Francisco Martinez Davis

CFO

Name: Francisco Martinez Davis

EXECUTED by **ABY CONCESSIONS INFRASTRUCTURES S.L.U.** by:

/s/ David Esteban Guitard

Representative

Name: David Esteban Guitard

[2019 Note Issuance Facility Agreement]

EXECUTED by **ABY CONCESSIONS PERU S.A.** by:

/s/ Antonio Merino Ciudad

Representative

Name: Antonio Merino Ciudad

/s/ María de Gracia Candau Sánchez de Ibargüen

Representative

Name: María de Gracia Candau Sánchez de Ibargüen

EXECUTED by **ASHUSA INC.** by:

/s/ Emiliano García Sanz

Director

Name: Emiliano García Sanz

/s/ Francisco Martinez Davis

Director

Name: Francisco Martinez Davis

EXECUTED by **ATLANTICA YIELD SOUTH AFRICA LIMITED** by:

/s/ David Esteban Guitard

Director

Name: David Esteban Guitard

/s/ Carlos Colón Lasso de la Vega

Director

Name: Carlos Colón Lasso de la Vega

[2019 Note Issuance Facility Agreement]

EXECUTED by **ASUSHI INC.** by:

/s/ Emiliano García Sanz

Director

Name: Emiliano García Sanz

/s/ Francisco Martinez Davis

Director

Name: Francisco Martinez Davis

EXECUTED by **ACT HOLDING, S.A. DE C.V.** by:

/s/ Javier Muro Gagliardi

Representative

Name: Javier Muro Gagliardi

/s/ José Jaime Dávila Uribe

Representative

Name: José Jaime Dávila Uribe

EXECUTED for
FSS TRUSTEE CORPORATION in its capacity as trustee of the First State Superannuation Scheme by its investment manager and attorney, Westbourne Credit Management Limited (ACN 131 843 144):

By: /s/ David Ridley
Director

Name: David Ridley

By: /s/ Lynne Beale
Director/Secretary

Name: Lynne Beale

EXECUTED by **WESTBOURNE INFRASTRUCTURE DEBT OPPORTUNITIES FUND II, L.P.** acting through its General Partner, Rimor Fund II GP Limited by:

/s/ Manabu Ogi	/s/ Masakazu Kobayashi
Director	Director
Name: Manabu Ogi	Name: Masakazu Kobayashi

[2019 Note Issuance Facility Agreement]

EXECUTED by **WESTBOURNE INFRASTRUCTURE DEBT 4 LP** acting through its General Partner, Westbourne Infrastructure Debt GP Limited by:

/s/ Wendy Zhang	/s/ Glenn Mitchell
Director	Director
Name: Wendy Zhang	Name: Glenn Mitchell

[2019 Note Issuance Facility Agreement]

EXECUTED by **WESTBOURNE INFRASTRUCTURE DEBT 5 LP** acting through its General Partner, Westbourne Infrastructure Debt GP Limited by:

/s/ Wendy Zhang

Director

Name: Wendy Zhang

/s/ Glenn Mitchell

Director

Name: Glenn Mitchell

[2019 Note Issuance Facility Agreement]

EXECUTED by **WESTBOURNE INFRASTRUCTURE DEBT 6 LP** acting through its General Partner, Westbourne Infrastructure Debt GP 2 Limited by:

/s/ Wendy Zhang

Director

Name: Wendy Zhang

/s/ Glenn Mitchell

Director

Name: Glenn Mitchell

[2019 Note Issuance Facility Agreement]

EXECUTED by **LUCID AGENCY SERVICES LIMITED** by:

/s/ Emma Hamley

Director

Name: Emma Hamley

EXHIBIT A

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

"**AAGES**" means Abengoa-Algonquin Global Energy Solutions, the joint venture between Algonquin and Abengoa to invest in the development and construction of clean energy and water infrastructure contracted assets.

"**AAGES ROFO Agreement**" means the agreement entered into between the Company and AAGES on March 5, 2018, that provides the Company a right of first offer to purchase any of the AAGES ROFO Assets.

"**AAGES ROFO Assets**" means with respect to any of AAGES' contracted assets or proposed contracted assets that the Company expect to evaluate for future acquisition, with certain exceptions, for which AAGES has provided the Company with a right of first offer to purchase if offered for sale by AAGES.

"**Abengoa**" refers to Abengoa, S.A., together with its subsidiaries, unless the context otherwise requires.

"**Abengoa ROFO Agreement**" means the agreement entered into between the Company and Abengoa on June 13, 2014, as amended and restated on December 9, 2014, that provides the company with a right of first offer to purchase any of the present or future contracted assets in renewable energy, efficient natural gas, electric transmission and water of Abengoa that are in operation, and any other renewable energy, efficient natural gas, electric transmission and water asset that is expected to generate contracted revenue and that Abengoa has transferred to an investment vehicle that is located in the United States, Canada, Mexico, Chile, Peru, Uruguay, Brazil, Colombia and the European Union, and four additional assets in other selected regions, including a pipeline of specified assets that we expect to evaluate for future acquisition, for which Abengoa will provide the Company with a right of first offer to purchase if offered for sale by Abengoa or an investment vehicle to which Abengoa has transferred them.

"**Additional Amount**" has the meaning assigned to that term in Section 13.1(b).

"**Additional Payment**" has the meaning assigned to that term in Section 8.3(d).

"**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "**Control**," when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**Controlling**" and "**Controlled**" have meanings correlative to the foregoing.

“**Agent**” means Lucid Agency Services Limited, a company incorporated under the laws of England and Wales and with registration number 10987833 in its capacity as agent for the Purchasers and holders of the Notes under any of the Note Documents, or any successor or permitted assignee thereof in the capacity of agent for the Purchasers and holders of the Notes.

“**Agent Fee Letter**” means the letter agreement, dated the date hereof, among the Company and the Agent.

“**Agent’s Office**” means the Agent’s office address and, as appropriate, account as set forth in Schedule 19 or such other address or account as the Agent may from time to time notify the Company and the holders of a Note.

“**Agreement**” means this Note Issuance Facility Agreement, including all Schedules attached to this Agreement.

“**Algonquin**” or “**Parent**” means, as the context requires, either Algonquin Power & Utilities Corp., a North American diversified generation, transmission and distribution utility, or Algonquin Power & Utilities Corp., or any successor of any of the foregoing.

“**Algonquin ROFO Agreement**” means the agreement entered into between the Company and Algonquin on March 5, 2018, pursuant to which Algonquin granted the Company a right of first offer to purchase any of the assets offered for sale located outside of the United States or Canada.

“**Applicable Accounting Principles**” means, (a) with respect to the Company or any consolidated accounts, and to any audited or unaudited financial information required to be delivered hereunder, IFRS, and (b) with respect to any other Person, the generally accepted accounting principles in the jurisdiction of organization of such Person as in effect from time to time and applied on a consistent basis.

“**Applicable Margin**” means 4.65%; provided that, at any time after January 1, 2020, for each day during any Spanish Return Effective Period, the Applicable Margin shall be deemed to be 4.50%; provided, further that any change in the Applicable Margin shall only be effective after the date on which the Agent shall have received written notice confirming the commencement or termination of such Spanish Return Effective Period.

“**Applicable Rate**” is defined in Section 1.2.

“**Asset Sale**” means:

(a) the sale, lease, transfer, conveyance or other disposition of any assets by the Note Parties; and

(b) the issuance of Equity Interests by any Note Party or any of its

Subsidiaries of Equity Interests in any of the Subsidiaries (in each case, other than directors’ qualifying shares).

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(a) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than $20.0 million;

(b) a transfer of assets or Equity Interests between or among the Note Parties and any Subsidiary;

(c) an issuance of Equity Interests by a Subsidiary to the Company and any Subsidiary;

(d) the sale, lease or other transfer of accounts receivable, inventory or other assets in the ordinary course of business and any sale or other disposition of damaged, worn-out or obsolete assets or assets that are no longer useful in the conduct of the business of the Company and its Subsidiary;

(e) the sale, conveyance or other disposition for value of energy, fuel, water or emission credits or contracts for any of the foregoing by the Company and any Subsidiary;

(f) licenses and sublicenses by the Company and any Subsidiary in the ordinary course of business;

(g) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(h) the granting of a security interest not prohibited by Section 10.1;

(i) the sale or other disposition of cash or Cash Equivalents;

(j) the disposition of receivables in connection with the compromise, settlement or collection thereof in the ordinary course or business or in bankruptcy or similar proceedings;

(k) the foreclosure, condemnation or any similar action with respect to any property or other assets or a surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;

(l) the disposition of assets to a person who is providing services (the provision of which has been or is to be outsourced by the Company and any Subsidiary to such person) related to such assets;

(m) the disposition of assets carried out in the ordinary course of business of the Company and any Subsidiary;

(n) the lease, as lessor or sublessor, or license (other than any long-term exclusive license), as licensor or sublicensor, of real or personal property or intellectual property in the ordinary course of business and not interfering in any respect with the ordinary conduct of or materially detracting from the business of the Company and any Subsidiary; and

(o) swaps of assets for other similar assets or assets whose value is greater in terms of type, value and quality, than the assets being swapped.

"**Asset Sale Offer**" has the meaning assigned to that term in Section 8.5.

"**Audited Financial Statements**" means, with respect to any fiscal year of the Company and its Subsidiaries, the audited consolidated balance sheet of the Company and its Subsidiaries for such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the Company and its Subsidiaries, including the notes thereto.

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"**Bail-In Legislation**" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"**Bank Levy**" means, (i) any amount of tax, levy or similar charge payable by the Agent, any Purchaser or a holder of the Notes or any of their respective Affiliates calculated on the basis of or in relation to its balance sheet or capital base or any part of it or its liabilities or minimum regulatory capital or any combination thereof (including, without limitation, the United Kingdom bank levy as set out in the Finance Act 2011, the French taxe bancaire de risque systémique as set out in Article 235 ter ZE of the French Code Général des Impôts, the French taxe pour le financement du fonds de soutien aux collectivités territoriales as set out in Article 235 ter ZE bis of the French Code Général des Impôts, the German bank levy as set out in the German Restructuring Fund Act 2010 (as amended), the Dutch Bank Levy as set out in the Dutch Bank Levy Act (Wet bankenbelasting) and any tax in any jurisdiction levied on a similar basis or for a similar purpose or (ii) any financial activities taxes (or other taxes) of a kind contemplated in the European Commission consultation paper on financial sector taxation dated 22 February 2011 or the Single Resolution Mechanism established by EU Regulation No. 806/2014 of July 15, 2014 payable by the Agent, the Purchaser or a holder of the Notes or any of their respective Affiliates and which have been enacted or which have been formally announced as proposed as of the date of this Agreement.

"**Bankruptcy Code**" means Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"**Board of Directors**" means:

(a) with respect to any corporation, the board of directors or managers of the corporation (which, in the case of any corporation having both a supervisory board and an executive or management board, shall be the executive or management board) or any duly authorized committee thereof;

(b) with respect to any partnership, the board of directors of the general partner of the partnership or any duly authorized committee thereof;

(c) with respect to a limited liability company, the managing member (or, in the case of a company incorporated under the laws of England and Wales, the managing director) or members (or, in the case of a company incorporated under the laws of England and Wales, the managing directors) (or analogous governing body) or any controlling committee of managing members (or, in the case of a company incorporated under the laws of England and Wales, any controlling committee of managing directors) thereof; and

(d) with respect to any other Person, the board or any duly authorized committee thereof or committee of such Person serving a similar function.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in London, England, New York City, United States, Madrid, Spain or the jurisdiction where the Agent's Office is located.

"**CAFD**" means, for any Testing Period, and without duplication, Distributed Cash received by the Company from its Subsidiaries minus cash expenses of the Company (other than debt service obligations and transaction costs), in each case during such Testing Period.

"**Capital Stock**" means:

(a) in the case of a corporation or company, corporate stock or shares;

(b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(c) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(d) any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"**Capitalized Lease Obligation**" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with IFRS; provided that any obligations of the Company or its Subsidiaries either existing on the Purchase Date or created prior to any recharacterization (i) that were not included on the consolidated balance sheet of the Company as capital lease obligations and (ii) that are subsequently recharacterized as capital lease obligations due to a change in accounting treatment or otherwise, shall for all purposes under this Agreement (including, without limitation, the calculation of CAFD) not be treated as capital lease obligations, Capitalized Lease Obligations or Indebtedness.

"**Cash Equivalents**" means:

(a) direct obligations (or certificates representing an interest in such obligations) issued by, or unconditionally guaranteed by, the government of a member state of the European Union, the United States, Switzerland or Canada (including, in each case, any agency or instrumentality thereof), as the case may be, the payment of which is backed by the full faith and credits of the relevant member state of the European Union or the United States, Switzerland or Canada, as the case may be, and which are not callable or redeemable at the Company's option;

(b) overnight bank deposits, time deposit accounts, certificates of deposit, banker's acceptances and money market deposits with maturities (and similar instruments) of twelve (12) months or less from the date of acquisition issued by a bank or trust company which is organized under, or authorized to operate as a bank or trust company under, the Laws of a member state of the European Union or of the United States or any state thereof, Switzerland or Canada; provided that such bank or trust company has capital, surplus and undivided profits that aggregate in excess of $250,000,000 (or the foreign currency equivalent thereof as of the date of such investment) and whose long-term debt is rated "**A1**" or higher by Moody's or "**A+**" or higher by S&P or the equivalent rating category of another internationally recognized rating agency;

(c) repurchase obligations with a term of not more than thirty (30) days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above;

(d) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within one year after the date of acquisition; and

(e) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (d) of this definition.

"**Change in Tax Law**" is defined in Section 8.3(d).

"**Change of Control**" means:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) acquiring or controlling:

(i) more than 50% of the Voting Rights; or

(ii) the right to appoint and/or remove all or the majority of the members of the Company's board of directors or other governing body, in each case whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of Voting Rights, contract or otherwise;

(b) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation) in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan).

"**Change of Control Offer**" has the meaning assigned to that term in Section 8.4(a).

"**Change of Control Payment**" has the meaning assigned to that term in Section 8.4(b).

"**Change of Control Payment Date**" has the meaning assigned to that term in Section 8.4(b).

"**Closing**" is defined in Section 3.1(a).

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Commitment**" means, as to each Purchaser, the obligation in Euro of such Purchaser to subscribe Notes, initially expressed as an amount in U.S. Dollars representing the principal amount of Notes to be subscribed by such Purchaser hereunder converted into Euro using the Exchange Rate as of the Conversion Date, as such commitment may be reduced or increased from time to time pursuant to assignments by or to such Purchaser pursuant to Section 22.1. The principal amount of each Purchaser's Commitment is set forth in the Purchaser Schedule, or in the assignment and acceptance agreement pursuant to which such Purchaser shall have assumed its Commitment, as applicable.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq*.), as amended from time to time, and any successor statute.

"**Company**" is defined in the first paragraph of this Agreement.

"**Company Materials**" has the meaning assigned to that term in Section 9.2(c).

"**Compliance Certificate**" means a certificate substantially in the form of Exhibit K.

"**Consolidated Total Assets**" means, as of any date of determination, the total consolidated assets of the Company and its Subsidiaries, determined on a consolidated basis in accordance with IFRS, as shown on the financial statements most recently publicly available balance sheet of the Company as of such date.

"**Contractual Obligation**" means, as applied to any Person, any provision of (i) any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; or (ii) any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Conversion Date**” has the meaning assigned to that term in Section 3.1(b).

“**Corresponding Obligations**” has the meaning assigned to that term in Section 12.9(a).

“**Covenant Suspension Notice**” has the meaning assigned to that term in Section 10.7(a)(i).

“**Covenant Suspension Offer**” has the meaning assigned to that term in Section 8.6.

“**Covenant Suspension Payment**” has the meaning assigned to that term in Section 8.6.

“**Covenant Suspension Payment Date**” has the meaning assigned to that term in Section 8.6.

“**Covenant Suspension Period**” means the period commencing on the Covenant Suspension Payment Date of a Covenant Suspension Offer following the occurrence of a Rating Release Event and delivery by the Company to the Agent of a Covenant Suspension Notice pursuant to Section 10.7, and ending on the date on which the Company ceases to have Investment Grade Debt Ratings by at least two Rating Agencies.

“**Credit Agreements**” means, collectively, the Indenture, the Notes Facility Agreement and the Term Loan.

“**Credit Facilities**” means one or more debt facilities (including, without limitation, the Credit Agreement), credit agreements, commercial paper facilities, note purchase agreements, indentures, or other agreements, in each case with banks, lenders, purchasers, investors, trustees, agents or other representatives of any of the foregoing, providing for revolving credit loans, construction loans, term loans, receivables financing (including through the sale of receivables or interests in receivables to such lenders or other Persons or to special purpose entities formed to borrow from such lenders or other Persons against such receivables or sell such receivables or interests in receivables), or letters of credit, notes, earn-out obligations constituting Indebtedness or other borrowings or other extensions of credit, including any notes, debt securities, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, in each case, as amended, restated, modified, renewed, refunded, restated, restructured, increased, supplemented, replaced or refinanced in whole or in part from time to time, including any replacement, refunding or refinancing facility or agreement that increases the amount permitted to be borrowed thereunder or alters the maturity thereof or adds entities as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender group of lenders, counterparties or otherwise.

“**Current Rating**” means a Debt Rating (a) with respect to S&P, any of the categories from and including BB- or higher (or equivalent successor categories), (b) with respect to Moody’s, any of the categories from and including Ba3 or higher (or equivalent successor categories), and (c) with respect to Fitch, any of the categories from and including BB- or higher (or equivalent successor categories).

“**Debt Rating**” means, as of any date of determination, the rating as determined by any Rating Agency (collectively, the “**Debt Ratings**”) of the Company’s non-credit-enhanced, senior unsecured long-term debt, or such a rating of the Notes.

“**Debtor Relief Laws**” means the Bankruptcy Code, the Insolvency Act of 1986 of the United Kingdom, the Insolvency Rules of 1986 of the United Kingdom, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, the United Kingdom or other applicable jurisdictions from time to time in effect.

“**Deductible Amount**” has the meaning assigned to that term in Section 12.9(g).

“**Default**” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“**Designated Jurisdiction**” means any country or territory to the extent that such country or territory itself is, or whose government is, the subject or target of any Sanctions, including, as of the date hereof, Crimea, Cuba, Iran, North Korea, Sudan and Syria.

“**Determination Date**” with respect to an Interest Period, means the day that is two TARGET Settlement Days preceding the first day of such Interest Period.

“**Disposition**” or “**Dispose**” means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“**Disqualified Stock**” means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the six-month anniversary of the date that the Notes mature. For purposes hereof, the amount of Disqualified Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were purchased on any date on which Indebtedness shall be required to be determined, and if such price is based upon, or measured by, the Fair Market Value of such Disqualified Stock, such Fair Market Value to be determined as set forth herein.

"**Distressed Debt Fund**" means any trust, fund or other Person that (a) is primarily engaged in the business of making, purchasing or investing in loans or debt securities where 50% or more of its assets are invested in loans and/or debt securities which have been purchased at a discount of 20% or more below par value; (b) is primarily engaged in the business of making investments in more than one sector and/or market provided that at least one investment sector or business is primarily involved in the making of, purchasing or investing in loans or debt securities where 50% or more of the assets of such sector are invested in loans and/or debt securities which have been purchased at a discount of 20% or more below par value; (c) is primarily engaged in the business of making, purchasing or investing in loans or debt securities of issuers that are experiencing financial or operational distress, default, are under bankruptcy or are under distress and it is reasonably expected that will enter into any of the aforementioned situations in the short term; and (d) constitutes the debt trading desk (or equivalent) operated by a department of a bank or financial institution where that trading desk is or would be trading the participation on behalf of an entity falling under clauses (a) through (c) above.

"**Distributed Cash**" means cash and Cash Equivalents distributed by the Non-Recourse Subsidiaries, directly or indirectly, to the Company in respect of the Equity Interests of the Non-Recourse Subsidiaries owned, directly or indirectly, by the Company (other than (x) dividends or other distributions that are funded, directly or indirectly, with substantially concurrent cash Investments, or cash Investments that were not intended to be used by a Non-Recourse Subsidiary for capital expenditures or for operational purposes, by the Company or any of its Subsidiaries in a Non-Recourse Subsidiary and (y) withholding Taxes and amounts subject to, or reasonably expected to be subject to repatriation requirements) consisting of (a) dividends; (b) capital redemptions; (c) subordinated Indebtedness interest or principal repayments; and (d) the proceeds of any loan to the Company from a Subsidiary of the Company; provided that, (i) to the extent permitted by arrangements with respect to Indebtedness to which such Non-Recourse Subsidiary is a party, the payment obligation of the Company under such loan is subordinated to the prior payment in full of the Notes and (ii) any repayment of such loan prior to the Maturity Date is immediately succeeded by (A) entering into a substantially similar arrangement for an equal or greater amount; (B) payment of a dividend in an equal or greater amount than such loan by the lender to the Company or a Guarantor; or (C) redemption of Capital Stock of the lender and remittance of the proceeds of such redemption in an equal or greater amount as such loan.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Eligible Assignee**" means any Purchaser, an Affiliate of a Purchaser or any Person (including a partnership, trust or company) other than a natural person that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities and whose investment manager, investment adviser, trustee or general partner (as applicable) is Westbourne Credit Management Limited or a subsidiary of Westbourne Credit Management Limited, and any subsidiaries thereof. Any custodian or nominee for such a Purchaser, Affiliate or Person is also an Eligible Assignee.

“**Environment**” means ambient air, indoor air, surface water, groundwater, drinking water, soil, surface and subsurface strata, and natural resources, such as wetland, flora and fauna.

“**Environmental CapEx Debt**” means Indebtedness of the Company or any of its Subsidiaries incurred for the purpose of financing capital expenditures to the extent deemed reasonably necessary, as determined by the Company or any of its Subsidiaries, as applicable, in good faith and pursuant to prudent judgment, to comply with applicable Environmental Laws.

“**Environmental Laws**” means all former, current and future federal, state, local and foreign laws (including common law), treaties, regulations, rules, ordinances and codes, and legally binding decrees, judgments, directives and orders (including consent orders), in each case, relating to protection of the environment, natural resources, occupational health and safety or the presence, release of, or exposure to, hazardous materials, substances or wastes, or the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling or handling of, or the arrangement for such activities with respect to, hazardous materials, substances or wastes.

“**Environmental Permit**” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“**Equity Interests**” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“**ERISA**” means the U.S. Employee Retirement Income Security Act of 1974.

“**ERISA Affiliate**” means any trade or business (whether or not incorporated) under common control with the Company within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“**ERISA Event**” means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Company or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Company or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA; or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Company or any ERISA Affiliate.

“**EU Bail-In Legislation Schedule**” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“**EURIBOR**” means, with respect to an Interest Period, the rate (expressed as a percentage per annum) for deposits in euro for a three-month period beginning on the day that is two TARGET Settlement Days after the Determination Date that appears on the applicable Bloomberg screen as of 11:00 a.m. London time, on the Determination Date. If Bloomberg does not provide such a rate or such rate is unavailable on a Determination Date, the Agent will request the principal London office of each of four major banks (the “**Reference Banks**”) in the euro zone inter-bank market, as selected by the Trustee, to provide such bank’s offered quotation (expressed as a percentage per annum) as of approximately 11:00 a.m., London time, on such Determination Date, to prime banks in the euro zone inter-bank market for deposits in a Representative Amount in euro for a three-month period beginning on the day that is two TARGET Settlement Days after the Determination Date. If at least two such offered quotations are so provided, the rate for the Interest Period will be the arithmetic mean of such quotations. If one only or none of the Reference Banks provides such quotation, then the rate for the Interest Period will be the rate in effect with respect to the immediately preceding Interest Period. Notwithstanding anything in this Agreement to the contrary, at no time shall EURIBOR be calculated to be less than 0%.

“**Euro**” and “**€**” means the lawful currency of the European Union.

“**Event of Default**” is defined in Section 11.1.

“**Excess Proceeds**” means, with respect to any Asset Sale, Net Proceeds not applied pursuant to Section 10.5(c).

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

“**Exchange Rate**” means as of any date of determination, the spot exchange rate between the Euro and the U.S. dollar for the purchase of U.S. dollars with Euro as quoted by the Trustee or any Affiliate thereof at approximately 11:00 a.m. (Madrid, Spain time) on the date of such determination.

“**Existing Liens**” means Liens on the property or assets of the Company and/or any of its Subsidiaries existing on the date of this Agreement securing Indebtedness of the Company or any of its Subsidiaries (other than Liens incurred as described under Section 10.1(a)(i)).

“**Fair Market Value**” means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress of either party, determined in good faith by the Company’s chief executive officer, director of finance or responsible accounting or financial officer.

"**FATCA**" means (a) sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), together with any current or future regulations or official interpretations thereof, (b) any (i) treaty, Law or regulation of any other jurisdiction, or (ii) intergovernmental agreement between the United States of America and any other jurisdiction, which (in either case) facilitates the implementation of the foregoing clause (a), and (c) any agreements entered into pursuant to section 1471(b)(1) of the Code.

"**FCPA**" is defined in Section 6.20.

"**Forms**" is defined in Section 13.1(c).

"**FRB**" means the Board of Governors of the Federal Reserve System of the United States.

"**FSS**" is defined in Section 22.16.

"**Governmental Authority**" means the government of the United States, the United Kingdom or any other jurisdiction, or of any political subdivision thereof, whether provincial, state or local, and any agency, authority, department, instrumentality, ministry, regulatory body, court, central bank or other entity lawfully exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"**Guarantee**" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise). When used as a verb, "Guarantee" shall have a corresponding meaning.

"**Guarantor Accession Agreement**" means a guarantee accession agreement, substantially in the form of Exhibit I, delivered pursuant to Section 9.7.

"**Guarantor Reinstatement Date**" has the meaning assigned to that term in Section 23.6(c)(i).

"**Guarantors**" means, collectively:

(a) as of the Purchase Date, ABY Concessions Peru S.A. (organized under the laws of the Republic of Peru), ASHUSA Inc. (organized under the laws of the State of Delaware). ASUSHI Inc. (organized under the laws of the State of Delaware), ACT Holding, S.A. de C.V. (organized under the laws of Mexico), ABY Concessions Infrastructures S.L.U. (organized under the laws of Spain), and Atlantica Yield South Africa Limited (organized under the laws of England and Wales); and

(b) thereafter, any Subsidiary that from time to time provides a Note Guarantee in accordance with the provisions of this Agreement,

in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of this Agreement.

"**Guaranty**" means, collectively, the Guaranty made by the Guarantors under Article 23 in favor of the Purchasers, together with each other guaranty and Guarantor Accession Agreement delivered pursuant to Section 9.7.

"**Hedging Obligations**" means, with respect to the Company and its Subsidiaries, the obligations of such Person under any Swap Contract.

"**holder**" means, with respect to any Note, the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 14.1, provided, however, that if such Person is a nominee, then for the purposes of any related definitions in this Exhibit A, "holder" shall mean the beneficial owner of such Note whose name and address appears in such register. With respect to Section 8.3, Article 13 and Section 16.2 "holder" shall also be construed to mean a Person who is beneficially entitled to interest and other payments on the Notes, where the context permits.

"**Holding Company**" of a Person means any other Person (other than a natural person) of which the first Person is a Subsidiary.

"**IFRS**" means international financial reporting standards and interpretations of such standards adopted by the International Accounting Standards Board ("**IASB**") (which include standards and interpretations approved by the IASB and International Accounting Standards issued under previous constitutions), together with its pronouncements thereon from time to time, and applied on a consistent basis.

"**Immaterial Subsidiary**" means, as of any date, any Subsidiary (other than a Note Party) at any time designated by the Company as an "Immaterial Subsidiary;" provided that if, on any date of determination, the aggregate cash available for distribution attributable to any Subsidiary designated by the Company as an "Immaterial Subsidiary" for the previous four fiscal quarters (or, if shorter, the period commencing on the date such Subsidiary is acquired by a Subsidiary of the Company and ending on the date of determination) (i) exceeds 2.5% of the cash available for distribution in the aggregate for such period; or (ii) when taken together with all other Immaterial Subsidiaries as of such date, exceeds 10% of the cash available for distribution in the aggregate for such period, then such Subsidiary shall immediately cease to be an "Immaterial Subsidiary."

"**incur**" means, with respect to any Indebtedness, to incur, create, issue, assume, guarantee or otherwise, contingently or otherwise, become liable, directly or indirectly, for or with respect to, or to extend the maturity of, or become responsible for, the payment of such Indebtedness; provided, however, that neither (a) the accrual of interest, (b) the accretion of original issue discount nor (c) an increase in the Outstanding Amount of Indebtedness caused solely by fluctuations in the exchange rates of currencies shall be considered an incurrence of Indebtedness. The terms "**incurrence**" and "**incurring**" have corresponding meanings.

"**Indebtedness**" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables, except as provided in clause (e) below), whether or not contingent:

(a) Indebtedness for Borrowed Money;

(b) representing Capitalized Lease Obligations in respect of sale and leaseback transactions;

(c) representing the balance of deferred and unpaid purchase price of any property or services with a scheduled due date more than six months after such property is acquired or such services are completed; or

(d) representing the net amount owing under any Hedging Obligations,

(e) in each case, if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with IFRS.

In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Indebtedness of any other Person; provided that the amount of such Indebtedness shall be deemed not to exceed the lesser of the amount secured by such Lien and the value of the Person's property securing such Lien.

"**Indebtedness for Borrowed Money**" means, as to any Person at a particular time, without duplication, all indebtedness accounted for as indebtedness for borrowed money in accordance with Applicable Accounting Principles, including (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments; and (b) the principal component of obligations of such Person in respect of letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments, but excluding contingent obligations and other obligations that do not constitute Indebtedness.

"**Indemnitee**" is defined in Section 16.1(b).

"**Indenture**" means the Indenture governing the Senior Notes dated as of November 17, 2014, by and among the Company, the Guarantors from time to time party thereto, and the other Persons named therein, as amended, amended and restated, supplemented or otherwise modified from time to time.

"**Information**" is defined in Article 20.

"**Initial Default**" is defined in Section 11.2(c).

"**Interest Amount**" is defined in Section 1.2(a).

“**Interest Payment Date**” means the last Business Day of each Interest Period.

“**Interest Period**” means:

(i) initially in relation to the Notes subscribed on the Purchase Date, the period commencing on the Purchase Date and ending on, but excluding, the last Business Day of the fiscal quarter of the Company then in effect; and

(ii) thereafter, each period commencing on the last day of the preceding Interest Period and ending on the last Business Day of the immediately succeeding fiscal quarter of the Company;

provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

(a) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(b) any Interest Period that would otherwise extend beyond the applicable Maturity Date shall end on the applicable Maturity Date; and

(c) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

“**Investment**” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit or all or a substantial part of the business of such Person.

“**Investment Grade**” means (a) with respect to S&P, any of the categories from and including AAA to and including BBB- (or equivalent successor categories), (b) with respect to Moody’s, any of the categories from and including Aaa to and including Baa3 (or equivalent successor categories), and (c) with respect to Fitch, any of the categories from and including AAA to and including BBB- (or equivalent successor categories).

“**Judgment Currency**” has the meaning specified in Section 22.12(a).

“**Judgment Currency Conversion Date**” has the meaning specified in Section 22.12.

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, decrees, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof; and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“**Legal Reservations**” means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by Laws relating to insolvency, reorganization and other Laws generally affecting the rights of creditors;

(b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a Person against non-payment of United Kingdom stamp duty may be void and defenses of setoff or counterclaim; and

(c) similar principles, rights and defenses under the Laws of any relevant jurisdiction.

“**Leverage Ratio**” means, as of any date of determination, without duplication, the ratio of (a) Indebtedness of the Company and its Subsidiaries (other than Non-Recourse Subsidiaries), as of such date to (b) CAFD for the most recently completed Testing Period. For purposes of this definition, (i) in the event that the Company or any of its Subsidiaries incurs, assumes, guarantees, redeems, repays, retires or extinguishes any Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) subsequent to the commencement of the period for which the Leverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Leverage Ratio is made (the “**Leverage Ratio Calculation Date**”), then the Leverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, redemption, repayment, retirement or extinguishment of Indebtedness, as if the same had occurred at the beginning of the applicable four-quarter period; provided that for purposes of making the computation referred to above, Investments, acquisitions, Dispositions, mergers, amalgamations, consolidations and discontinued operations (as determined in accordance with Applicable Accounting Principles) that have been made by the Company or any of its Subsidiaries during the Testing Period or subsequent to such Testing Period and on or prior to or simultaneously with the Leverage Ratio Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, Dispositions, mergers, amalgamations, consolidations and discontinued operations (and the change in any associated fixed charge obligations and the change in CAFD resulting therefrom) had occurred on the first day of the Testing Period; provided further that if since the beginning of such period any Person that subsequently became a Subsidiary of the Company or was merged with or into the Company or any of its Subsidiaries since the beginning of such period shall have made any Investment, acquisition, Disposition, merger, amalgamation, consolidation or discontinued operation that would have required adjustment pursuant to this definition, then the Leverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, Disposition, merger, amalgamation, consolidation or discontinued operation had occurred at the beginning of the applicable Testing Period, (ii) whenever pro forma effect is to be given to an Investment, acquisition, Disposition, merger, amalgamation, consolidation or discontinued operation, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Company and shall comply with the requirements of Rule 11-02 of Regulation S-X promulgated by the SEC, except that such pro forma calculations may include operating expense reductions for such period resulting from the acquisition which is being given pro forma effect that have been realized or for which the steps necessary for realization have been taken or are reasonably expected to be taken within six (6) months following any such acquisition, including the execution or termination of any contracts, the termination of any personnel or the closing (or approval by the board of directors of the Company on any closing) of any facility, as applicable, provided that, in either case, such adjustments are set forth in an Officer’s Certificate signed by the Company’s chief financial officer and another Responsible Officer which states (A) the amount of such adjustment or adjustments, (B) that such adjustment or adjustments are based on the reasonable good faith beliefs of the officers executing such Officer’s Certificate at the time of such execution and (C) that any related incurrence of Indebtedness is permitted pursuant to this Agreement, (iii) if any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Leverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Swap Contract applicable to such Indebtedness); provided that for purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period except as set forth in this definition, and (iv) if the Company elects to capitalize interest pursuant to Section 1.3, then the Leverage Ratio shall be calculated giving pro forma effect to such capitalization as an incurrence of Indebtedness, as if the same had occurred at the Interest Payment Date when such capitalization occurred.

"**Lien**" means any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, restriction, collateral assignment, charge or security interest in, on or of such asset.

"**Limitation Acts**" means the Limitation Act 1980 of the United Kingdom and the Foreign Limitation Periods Act 1984 of the United Kingdom and any analogous limitation statutes of any other applicable jurisdiction.

"**Material**" means material in relation to the business, operations, affairs, financial condition, assets, properties, or prospects of the Company and its Subsidiaries taken as a whole.

"**Material Adverse Effect**" means a material adverse change in, or a material adverse effect upon or with respect to (a) the operations, business, properties or financial condition of the Company and its Subsidiaries, taken as a whole; (b) the rights and remedies of any Agent, any Purchaser or any holder of a Note under any Note Document, or of the ability of any Note Party to perform its obligations under any Note Document to which it is a party; or (c) the legality, validity, binding effect or enforceability against any Note Party of any Note Document to which it is a party.

"**Material Indebtedness**" means, as of any date, any series of Indebtedness with an aggregate principal amount outstanding in excess of the greater of (i) 1.5% of the total assets, as of such date, and (ii) $50 million.

“**Material Non-Recourse Subsidiary**” means any Non-Recourse Subsidiary, individually or together with any other Non-Recourse Subsidiary in respect of which an Event of Default of the type set forth in such Sections has occurred and is continuing, that made Restricted Payments, directly or indirectly through a Guarantor or otherwise, to the Company in an amount equal to or greater than 25% of the Distributed Cash during the most recently completed Measurement Period.

“**Maturity Date**” means the date that is the sixth anniversary of the date of this Agreement.

“**Mexican Guarantor**” means each Guarantor organized under Mexican law.

“**Mojave Matter**” means (i) any delay or failure by Pacific Gas and Electric Company to comply with its obligations under the power sale and purchase agreement(s) entered into with Mojave Solar LLC primarily as a result of the filing for reorganization by Pacific Gas and Electric Company under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of California, and/or (ii) the delay or failure by Mojave Solar LLC to comply with its obligations with the U.S. Department of Energy primarily as a result of the events specified in the foregoing clause (i).

“**Multiemployer Plan**” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Company or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“**Multiple Employer Plan**” means a Plan which has two or more contributing sponsors (including the Company or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

“**Necessary CapEx Debt**” means Indebtedness of the Company or any of its Subsidiaries incurred for the purpose of financing capital expenditures (other than capital expenditures financed by Environmental CapEx Debt) that are required by applicable Law or are undertaken for health, safety or emergency reasons. The term “Necessary CapEx Debt” does not include any Indebtedness incurred for the purpose of financing capital expenditures undertaken primarily to increase the efficiency of, expand or re-power any power generation facility.

“**Net Proceeds**” means the aggregate cash proceeds received by any Note Party in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration or Cash Equivalents substantially concurrently received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Sale, and any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with Applicable Accounting Principles.

“**Non-Recourse Indebtedness**” means Indebtedness of a Non-Recourse Subsidiary owed to an unrelated Person with respect to which the creditor has no recourse (including by virtue of a Lien, guarantee or otherwise) to the Company or any other Note Party other than recourse (a) in respect of any acquisition or contribution agreement with respect to any Investment entered into by the Company or any other Note Party, (b) by virtue of rights of such Non-Recourse Subsidiary under a Project Obligation collaterally assigned to such creditor, which rights may be exercised pursuant to such Project Obligation against the Company or any other Note Party that is party to such Project Obligation, (c) pursuant to Permitted Project Undertakings or Permitted Equity Commitments or (d) pursuant to a Non-Recourse Indebtedness Pledge Agreement.

“**Non-Recourse Indebtedness Pledge Agreement**” means any share, debt or cash collateral pledge agreement (or other types of agreements or instruments with similar effect) entered into by a Note Party for the sole purpose of pledging the Equity Interests of, or debt issued by, a Non-Recourse Subsidiary as collateral security in support of Non-Recourse Indebtedness, or pledging cash as collateral security to secure Non-Recourse Indebtedness.

“**Non-Recourse Subsidiary**” means (a) any Subsidiary of the Company that (i) (A) is the owner, lessor and/or operator of (or is formed to own, lease or operate) one or more Projects or conducts activities reasonably related or ancillary thereto, (B) is the lessee or borrower (or is formed to be the lessee or borrower) in respect of Non-Recourse Indebtedness financing one or more Projects, and/or (C) develops or constructs (or is formed to develop or construct) one or more Projects, (ii) has no Subsidiaries and owns no material assets other than those assets or Subsidiaries necessary for the ownership, leasing, development, construction or operation of such Projects or any activities reasonably related or ancillary thereto and (iii) has no Indebtedness other than intercompany Indebtedness and Non-Recourse Indebtedness and (b) any Subsidiary of the Company (i) that directly or indirectly owns all or a portion of the Equity Interests in one or more Persons, each of which meets the qualifications set forth in clause (a) above, (ii) that has no Subsidiaries other than Subsidiaries which meet the qualifications set forth in clause (a) or clause (b)(i) above, (iii) that owns no material assets other than those assets necessary for the ownership, leasing, development, construction or operation of Projects or any activities reasonably related or ancillary thereto, and (iv) that has no Indebtedness other than intercompany Indebtedness and Non-Recourse Indebtedness.

“**Note Documents**” mean, collectively, (a) this Agreement, (b) the Notes, (c) the Agent Fee Letter, and (d) any other document that the Company and the Agent define as such.

“**Note Guarantee**” means any guarantee of the Company’s obligations under this Agreement and the Notes by any Subsidiary of the Company in accordance with the provisions of this Agreement.

“**Note Parties**” means, collectively, the Company and each Guarantor.

“**Notes**” is defined in Section 1.1.

“**Notes Facility Agreement**” means the senior secured note issuance facility agreement, dated February 10, 2017, among the Company, the Guarantors (as defined therein), Elavon Financial Services DAC, UK Branch, a designated activity company registered in Ireland, in its capacity as agent for the Purchasers (as defined therein) and the Purchasers party thereto, as amended, restated, supplemented, modified or replaced from time to time.

“**Obligation Currency**” has the meaning specified in Section 22.12.

“**Obligations**” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Note Party arising under any Note Document or otherwise with respect to any Note, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Note Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, provided, that in respect of a Spanish Guarantor, the term “Obligations” shall not include any obligation or liability to the extent that securing those obligations or liabilities would cause a breach of the financial assistance limitations provided in articles 143.2 and 150 of the Spanish Companies Law (*Ley de Sociedades de Capital*).

“**OFAC**” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“**Officer’s Certificate**” means a certificate signed by an officer of the Company, a Guarantor or any successor Person to the Company or any Guarantor, as the case may be, and delivered to the Agent.

“**Organization Documents**” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“**Outstanding Amount**” means, on any date, the aggregate outstanding principal amount of the Note after giving effect to any prepayments of Notes occurring on such date.

“**Parallel Debt**” has the meaning specified in Section 12.9(a).

“**Pari Passu Indebtedness**” means (a) any Indebtedness of the Company that ranks equally in right of payment with the Notes; and (b) with respect to any Guarantee of a Guarantor, any Indebtedness that ranks equally in right of payment to such Guarantee.

“**Payment Default**” has the meaning specified in Section 11.1(e).

“**PBGC**” means the Pension Benefit Guaranty Corporation.

“**Pension Plan**” means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by the Company and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

“**Permitted Business**” means (a) any businesses, services or activities engaged in by the Note Parties or any Subsidiary thereof on the Purchase Date; and (b) any businesses, services and activities engaged in by the Note Parties that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

“**Permitted Deferred Acquisition Obligation**” means an obligation of the Company or any of the Company’s Subsidiaries to pay the purchase price for the acquisition of a Person or assets over time or upon the satisfaction of certain conditions; provided that, with respect to each such acquisition, at the time the Company or such Subsidiary undertakes such obligations and immediately after giving effect to it, the Company shall be in pro forma compliance with Section 10.6 (such compliance to be determined on the basis of the financial information most recently delivered to Agent pursuant to Section 9.1).

“**Permitted Equity Commitments**” means obligations of the Company or any of the Company’s Subsidiaries to make any payment in respect of any Equity Interest in any Non-Recourse Subsidiary (and any guarantee by the Company or any of the Company’s Subsidiaries of such obligations).

“**Permitted Project Undertakings**” means guarantees by or obligations of the Company or any of its Subsidiaries in respect of any Project Obligation or Permitted Deferred Acquisition Obligations.

“**Person**” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“**Plan**” means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Company or any ERISA Affiliate or any such Plan to which the Company or any ERISA Affiliate is required to contribute on behalf of any of its employees.

“**Platform**” has the meaning assigned to that term in Section 9.2(c).

“**Principal Property**” means any building, structure or other facility, and all related property, plant or equipment or other long-term assets under control of the Company or any of its Subsidiaries and reflected in their consolidated balance sheet used or useful in the ownership, development, construction or operation of such building, structure or other facility owned or leased by the Company or any Guarantor and having a net book value in excess of 2.0% of Consolidated Total Assets, except any such building, structure or other facility (or related property, plant or equipment) that in the opinion of the Board of Directors of the Company is not of material importance to the business conducted by the Company and its consolidated Subsidiaries, taken as a whole.

"**Process Agent**" means any Person appointed as agent by the Company, or any other Person to receive on behalf of itself and its property services of copies of summons and complaint or any other process which may be served in connection with any action or proceeding before any court arising out of or relating to this Agreement or any of the other Note Documents that is governed by the laws of the State of New York, to which it is a party, including CT Corporation.

"**Prohibited Person**" means any Person (a) listed on, or owned or controlled by a Person listed on, the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions Identification List and the List of Foreign Sanctions Evaders maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury, or any similar list maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority, or a Person acting on behalf of such a Person, (b) located or resident in or organized under the Laws of a Designated Jurisdiction, or is owned or controlled by, or acting on behalf of a Person located in or organized under the Laws of, a Designated Jurisdiction, or (c) who otherwise is, or is owned or controlled by a Person who is, currently a subject or target of any Sanctions.

"**Project**" means a solar, wind, biomass, natural gas, hydroelectric, geothermal, renewable energy (including battery storage), conventional power, electric transmission and distribution or water installations project (or a hybrid energy generating installation that utilizes a combination of any of the foregoing), in each case whether commercial or residential in nature, and shall include economic rights, creditor rights and other related rights in such project or convertible bonds or similar instruments related to such projects.

"**Project Obligations**" means, as to the Company or any Subsidiary, any Contractual Obligation of such Person under power purchase agreements, agreements for the purchase and sale of energy and renewable energy credits, climate change levy exemption certificates, embedded benefits and other environmental attributes; decommissioning agreements; Tax indemnities; operation and maintenance agreements; leases; development contracts; construction contracts; management services contracts; share retention agreements; warranties; bylaws, operating agreements, joint development agreements and other organizational documents; and other similar ordinary course contracts entered into in connection with owning, operating, developing or constructing Projects.

"**Public Noteholder**" has the meaning assigned to that term in Section 9.2(c).

"**Purchase Date**" has the meaning assigned to that term in Section 3.1(b).

"**Purchase Price**" has the meaning assigned to that term in Article 2.

"**Purchase Request**" has the meaning assigned to that term in Section 3.1(c).

"**Purchaser**" or "**Purchasers**" means each of the purchasers that has executed and delivered this Agreement to the Company and such Purchaser's successors and assigns (so long as any such assignment complies with Article 21), provided, however, that any Purchaser of a Note that ceases to be the registered holder or a beneficial owner (through a nominee) of such Note as the result of a transfer thereof pursuant to Article 21 shall cease to be included within the meaning of "**Purchaser**" of such Note for the purposes of this Agreement and the other Note Documents upon such transfer.

"**Purchaser Schedule**" means the Purchaser Schedule to this Agreement listing the Purchasers of the Notes and including their notice and payment information.

"**QPP Certificate**" means a creditor certificate for the purposes of the Qualifying Private Placement Regulations 2015 (S.I. 2015/2002).

"**Qualified ECP Guarantor**" shall mean, at any time, each Note Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity Exchange Act and can cause another Person to qualify as an "eligible contract participant" at such time under §1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Qualified Institutional Buyer**" means any Person who is a "qualified institutional buyer" within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

"**Rating Agency**" means any of the following: (a) Standard & Poor's Credit Market Services Europe Limited, a division of The McGraw Hill Companies, Inc. ("**S&P**"); (b) Moody's Investors Service Limited ("**Moody's**"); or (c) Fitch Ratings Ltd ("**Fitch**"), and, in each case, their respective successors.

A "**Rating Release Event**" occurs, if at any time, while the Notes remain outstanding any two Rating Agencies assign to the Notes an Investment Grade rating, and none of the Credit Agreements or other Material Indebtedness of the Company benefit from a Guarantee from the relevant Guarantor after giving effect to such release.

"**Received Amount**" has the meaning assigned to that term in Section 12.9(g).

"**Recipient**" is defined in Section 16.1(b)(ii).

"**Reference Acquisition**" has the meaning assigned to that term in Section 10.6.

"**Reference Acquisition Period**" has the meaning assigned to that term in Section 10.6.

"**Reference Transfer Date**" has the meaning assigned to that term in Section 14.2(b).

"**Refinance**" means, in respect of any Indebtedness, to refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell or extend (including pursuant to any defeasance or discharge mechanism); provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder and the direct or any contingent obligor with respect thereto is not changed, as a result of or in connection with such refinancing, refunding, renewal or extension; *provided*, *further*, that the terms relating to principal amount, amortization, maturity, collateral (if any) and subordination (if any), and other material terms taken as a whole, of any such refinancing, refunding, renewing or extending Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are no less favorable in any material respect to the Note Parties or the Purchasers or holders of a Note than the terms of any agreement or instrument governing the Indebtedness being refinanced, refunded, renewed or extended and the interest rate applicable to any such refinancing, refunding, renewing or extending Indebtedness does not exceed the then applicable market interest rate; and *provided, still further*, that the terms "**Refinances**," "**Refinanced**" and "**Refinancing**" as used for any purpose in this Agreement shall have a correlative meaning.

“**Refinancing Liens**” means Liens granted in connection with amending, extending, modifying, renewing, replacing, refunding or refinancing in whole or in part any Indebtedness secured by Liens described in clauses (i) through (xiv) of Section 10.1(a); provided that Refinancing Liens do not (a) extend to property or assets other than property or assets of the type that were subject to the original Lien (plus improvements on or additions to such property or assets, any revenues or profits derived from such property or assets, and any property reasonably incidental to the use or operation of such property or assets) or (b) secure Indebtedness having a principal amount in excess of the amount of Indebtedness being amended, extended, modified, renewed, replaced, refunded or refinanced, plus the amount of any fees and expenses (including premiums) related to any such amendment, extension, modification, renewal, replacement or refinancing.

“**Regulation**” has the meaning specified in Section 6.1.

“**Regulation S**” has the meaning specified in Section 6.23(c).

“**Rejection Notice**” has the meaning specified in Section 8.3(a).

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the administrators, managers, partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person’s Affiliates.

“**Release Event**” occurs in relation to a Guarantor if at any time while the Notes remain outstanding, (a) the Guarantor ceases to be a guarantor with respect to any Material Indebtedness of the Company or (b) as a result of a change in law taking effect after the Purchase Date (in respect of Guarantors providing a Note Guarantee on the Purchase Date) or the date upon which the relevant Subsidiary became a Guarantor (in respect of a Guarantor providing a Note Guarantee after the Purchase Date pursuant to Section 9.7), a Note Guarantee given by such Guarantor is prohibited under any applicable Laws to which such Guarantor is subject.

“**Released Guarantor**” has the meaning assigned to that term in Section 23.6.

“**Relevant Group**” has the meaning specified in Section 23.12.

“**Relevant Party**” is defined in Section 16.1(b)(ii).

“**Reportable Event**” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the thirty (30) day notice period has been waived.

"**Representative Amount**" means the greater of (i) €1,000,000 and (ii) an amount that is representative for a single transaction in the relevant market at the relevant time.

"**Required Holders**" means at any time (i) prior to the Purchase Date, the Purchasers and (ii) on or after the Purchase Date, the holders of more than 50.0% in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates).

"**Resignation Effective Date**" has the meaning specified in Section 12.6(a).

"**Responsible Officer**" means the chief executive officer, president, chief financial officer, treasurer, assistant treasurer, controller, director, general counsel or manager of a Note Party and, solely for purposes of the delivery of incumbency certificates pursuant to Section 4.1(a)(iii), in the case of a Note Party incorporated under the laws of England and Wales, a director and, in the case of any other Note Party, the secretary or any assistant secretary of a Note Party. Any document delivered hereunder that is signed by a Responsible Officer of a Note Party shall be *prima facie* presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Note Party and such Responsible Officer shall be *prima facie* presumed to have acted on behalf of such Note Party.

"**Restricted Payment**" means (a) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to any Person's stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right to acquire any such dividend or other distribution or payment or (b) any payment made to service intercompany Indebtedness incurred by an Affiliate of the Company that is not a Note Party.

"**ROFO Agreements**" means the AAGES ROFO Agreement, Algonquin ROFO Agreement and Abengoa ROFO Agreement.

"**Safekeeper**" has the meaning specified in Section 12.1(c).

"**Sanctions**" means any trade, economic or financial sanctions Laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any of the Sanctions Authorities.

"**Sanctions Authorities**" means:

(a) the United States government;

(b) the United Nations;

(c) the European Union;

(d) the United Kingdom; or

(e) the respective Governmental Authorities of any of the foregoing, including OFAC, the United Nations Security Council, the United States Department of State and Her Majesty's Treasury.

"**Scheme**" is defined in Section 22.16.

"**SEC**" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"**Securities**" or "**Security**" shall have the meaning specified in section 2(1) of the Securities Act.

"**Securities Act**" means the Securities Act of 1933 and the rules and regulations promulgated thereunder from time to time in effect.

"**Senior Notes**" means the 7.000% senior notes due 2019 issued pursuant to the Indenture.

"**Senior Financial Officer**" means the chief financial officer, principal accounting officer, treasurer or controller of the Company (in her capacity as such).

"**Shareholders' Agreement**" means the shareholders agreement by and among Algonquin, AAGES and the Company, dated March 5, 2018, as in effect on the date of this Agreement.

"**Solvent**" and "**Solvency**" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business and (f) in the case of a Person which is a company incorporated under the laws of England and Wales, that Person is not deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 of the United Kingdom (as amended from time to time). The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"**Spanish Guarantor**" shall mean each Guarantor that is organized under Spanish law.

"**Spanish Return Commencement Date**" means any of (x) the date of effectiveness of a Law (including any resolution, decree or order of the Spanish Government or the Spanish *Comisión Nacional de los Mercados y la Competencia*) setting forth that the Spanish Return Rate shall exceed 7%, or (y) the date on which the Spanish Return Rate exceeding 7% established for the current regulatory period shall be extended automatically on the same terms for the immediately succeeding regulatory period; provided that if any such Spanish Return Commencement Date occurs prior to January 1, 2020 and continues to be in effect after such date, the "Spanish Return Commencement Date" for such period shall be deemed to have occurred on January 1, 2020.

“**Spanish Return Effective Period**” means, at any time and from time to time after January 1, 2020, each period (i) commencing on (and including) a Spanish Return Commencement Date and (ii) ending on (but excluding), the first date after such Spanish Return Commencement Date on which the then applicable Spanish Return Rate is equal to or below 7%.

“**Spanish Return Rate**” means the reasonable return rate (*retorno razonable*) applicable to the activities related to generation of electricity through renewable sources established in the article 14.4 of Law 24/2013, of 26 of December, on Electricity Sector for any regulatory period (*period regulatorio*).

“**Specified Note Party**” means any Note Party that is not an “eligible contract participant” under the Commodity Exchange Act (determined prior to giving effect to Section 23.10).

“**SSAL**” is defined in Section 22.16.

“**Stated Maturity**” means, when used with respect to any Note or any payment of interest thereon, the date specified in such Note as the fixed date on which the principal of such Note or such payment of interest, respectively, is due and payable, and, when used with respect to any other Indebtedness, means the date specified in the instrument governing such Indebtedness as the fixed date on which the principal of such Indebtedness, or any payment of interest thereon, is due and payable and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

“**Subsidiary**” means, with respect to any Person:

(a) any corporation, association or other business entity (i) of which more than 50% of the Voting Rights is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); or (ii) that is deemed by such Person’s auditors to be controlled by such Person and as a result of such control (whether legal or de facto) such corporation’s, association’s or business entity’s financial position and results of operations are fully consolidated with those of such Person for the purposes of such Person’s audited and interim financial statements as of the most recent relevant financial period; and

(b) any partnership or limited liability company of which (i) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (ii) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

“**Substitute Purchaser**” is defined in Article 21.

“**Supplier**” is defined in Section 16.2(b)(i).

“**Swap Contract**” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “**Master Agreement**”), including any such obligations or liabilities under any Master Agreement.

“**TARGET Settlement Day**” means any day on which the Trans European Automated Real Time Gross Settlement Express Transfer (TARGET) System is open.

“**Tax**” means any tax (whether income, documentary, sales, stamp, stamp duty reserve, registration, issue, capital, property, excise or otherwise), duty, assessment, levy, impost, fee, compulsory loan, charge or withholding.

“**Taxing Jurisdiction**” is defined in Section 13.1(a).

“**Tax Prepayment Notice**” is defined in Section 8.3(a).

“**Term Loan**” means that certain credit and guaranty agreement, dated as of May 10, 2018, among the Company, the guarantors party thereto, Royal Bank of Canada, as administrative agent, Royal Bank of Canada and Canadian Imperial Bank of Commerce, London Branch, as letter of credit issuers, and the lenders party thereto, as amended, restated, supplemented, modified or replaced from time to time.

“**Testing Period**” means, at any date of determination, the most recently completed four fiscal quarters of the Company or, if fewer than four consecutive fiscal quarters of the Company have been completed as of such date of determination, the fiscal quarters of the Company that have been completed by such date.

“**Threshold Amount**” means, as of any date of determination, an amount equal to the greater of (i) $40.0 million and (ii) 1.5% of Consolidated Total Assets.

“**Treaty**” is defined in Section 8.3(d).

“**Trustee**” means Westbourne Credit Management Limited.

“**UK Insolvency Proceeding**” means any moratorium of any indebtedness is declared, the making of any petition or application, or the making of any order, for the appointment of any administrator, receiver, administrative receiver, provisional liquidator, special manager or liquidator or the giving of any notice of any intention to appoint an administrator in accordance with the requirements of Schedule B1 of the Insolvency Act 1986 or the passing of any resolution for the appointment of any administrator or liquidator or the commencement of a scheme of arrangement under part 26 or part 27 of the Companies Act 2006 or any voluntary arrangement provided that the making of any winding up petition which is frivolous and vexatious and is discharged, stayed or dismissed within 14 days of commencement shall not constitute a UK Insolvency Proceeding.

“**United Kingdom**” or “**UK**” means the United Kingdom of Great Britain and Northern Ireland.

“**U.S.**” and “**United States**” mean the United States of America.

“**U.S. dollars**” or “**$**” means the lawful currency of the United States of America.

“**U.S. Patriot Act**” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the rules and regulations promulgated thereunder from time to time in effect.

“**VAT**” means:

(a) any tax imposed in compliance with the Council Directive of November 28, 2006, on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

“**Voting Rights**” means the right generally to vote at a general meeting of shareholders of the Company (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

“**Wholly-Owned Subsidiary**” means a Subsidiary, all of the Capital Stock of which (other than directors’ qualifying shares) is owned by the Company or another Wholly-Owned Subsidiary.

“**Write-Down and Conversion Powers**” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

ATLANTICA YIELD PLC
NOTE ISSUANCE FACILITY AGREEMENT
APRIL 30, 2019

INFORMATION RELATING TO PURCHASERS

1. FSS Trustee Corporation (ABN 11 118 202 672)

(i)	Maximum principal amount of notes to be purchased:	USD46,000,000 to be converted to EUR at the Conversion Date
(ii)	All payments by wire transfer of immediately available funds to: with sufficient information to identify the source and application of such funds.	**Bank Name**: Deutsche Bank AG **BIC**: DEUTDEFFXXX **Bank Address**: Taunusanlage 12, 60262 Frankfurt, Germany **Account Name**: State Street Bank and Trust Company (SBOSGB2XXXX) **Account No**: 9273616 **IBAN**: DE43 5007 0010 0927 3616 00 **Reference** (MUST be included with payment): FT42 AY **Att.**: Lynne Beale Westbourne Credit Management Limited And **Att.**: Unlisted Investment Team State Street Australia Limited
(iii)	All notices of payments and written confirmations of such wire transfers:	**Att.**: Lynne Beale - Chief Operating Officer Westbourne Credit Management Limited **Address**: Level 12, 101 Collins Street, Melbourne VIC 3000, Australia **Telephone**: +61 3 9660 6900 **Fax**: +61 3 9660 6999 **E-mail**: admin@westbournecapital.com.au And **Att.**: Unlisted Investment Team State Street Australia Limited **Address**: Level 14, 420 George Street, Sydney NSW 2000, Australia **Fax**: +61 2 9323 6476 **E-mail**: SSALUnlistedInvestments@StateStreet.com

(iv) E-m ail address for Electronic Delivery:	admin@westbournecapital.com.au SSALUnlistedInvestments@StateStreet.com
(v) All other communications:	same as in (ii) above

2. Westbourne Infrastructure Debt Opportunities Fund II, L.P. acting through its General Partner, Rimor Fund II GP Limited

(i) Maximum principal amount of notes to be purchased:	USD38,000,000 to be converted to EUR at the Conversion Date
(ii) All payments by wire transfer of immediately available funds to: with sufficient information to identify the source and application of such funds.	**Beneficiary Account Name:** Westbourne Infrastructure Debt Opportunities Fund II LP **Beneficiary Account Number:** 0974-131970-503 **Beneficiary Bank Name:** National Australia Bank Limited, Singapore Branch **Beneficiary Bank Address:** 12 Marina View #20-02, Asia Square Tower 2, Singapore 018961 **Beneficiary Bank SWIFT:** NATASGSG **Beneficiary Bank Code:** 8077 **Beneficiary Bank Branch Code:** 001 **Correspondent Bank:** Deutsche Bank **Correspondent Bank Address:** Taunusanlage 12, 60262 Frankfurt AM MAIN, GERMANY **Correspondent Bank SWIFT:** DEUTDEFF **SWIFT Communication Format:** MT103 (field 59) **Att**.: Lynne Beale Westbourne Credit Management Limited

(iii) All notices of payments and written confirmations of such wire transfers:	**Att**.: Lynne Beale - Chief Operating Officer Westbourne Credit Management Limited **Address**: Level 12, 101 Collins Street, Melbourne VIC 3000, Australia **Telephone**: +61 3 9660 6900 **Fax**: +61 3 9660 6999 **E-mail**: admin@westbournecapital.com.au And **Att**.: Ivan Setiawan Citco Fund Services (Australia) Pty Ltd **Address**: Level 22, 45 Clarence Street, Sydney NSW 2000, Australia **Telephone**: +61 2 9005 0458 **Fax**: +61 2 9005 0452
(iv) E-m ail address for Electronic Delivery:	admin@westbournecapital.com.au westbourne@citco.com
(v) All other communications:	same as in (ii) above

3. Westbourne Infrastructure Debt 4 LP acting through its General Partner, Westbourne Infrastructure Debt GP Limited

(i) Maximum principal amount of notes to be purchased:	USD93,000,000 to be converted to EUR at the Conversion Date
(ii) All payments by wire transfer of immediately available funds to: with sufficient information to identify the source and application of such funds.	**Beneficiary Account Name:** Westbourne Infrastructure Debt 4 LP **Beneficiary Account Number:** WESINEUR01 **Beneficiary Bank Name:** National Australia Bank **Beneficiary Bank Address:** 500 Bourke Street, Melbourne VIC 3000, Australia **Beneficiary Bank SWIFT:** NATAAU3303M **Sort Code:** 082-039 **Correspondent Bank:** Deutsche Bank **Correspondent Bank Address:** Taunusanlage 12, 60262 Frankfurt AM MAIN, GERMANY **Correspondent Bank SWIFT:** DEUTDEFF **SWIFT Communication Format:** MT103 (field 59) **Reference** (MUST be included with payment): WID4LP **Att**.: Lynne Beale Westbourne Credit Management Limited

(iii) All notices of payments and written confirmations of such wire transfers:	**Att.**: Lynne Beale - Chief Operating Officer Westbourne Credit Management Limited **Address**: Level 12, 101 Collins Street, Melbourne VIC 3000, Australia **Telephone**: +61 3 9660 6900 **Fax**: +61 3 9660 6999 **E-mail**: admin@westbournecapital.com.au And **Att.**: Ivan Setiawan Citco Fund Services (Australia) Pty Ltd **Address**: Level 22, 45 Clarence Street, Sydney NSW 2000, Australia **Telephone**: +61 2 9005 0458 **Fax**: +61 2 9005 0452
(iv) E-m ail address for Electronic Delivery:	admin@westbournecapital.com.au westbourne@citco.com
(v) All other communications:	same as in (ii) above

4. Westbourne Infrastructure Debt 5 LP acting through its General Partner, Westbourne Infrastructure Debt GP Limited

(i) Maximum principal amount of notes to be purchased:	USD93,000,000 to be converted to EUR at the Conversion Date
(ii) All payments by wire transfer of immediately available funds to:	**Beneficiary Account Name:** Westbourne Infrastructure Debt 5 LP **Beneficiary Account Number:** WESDBEUR01

with sufficient information to identify the source and application of such funds.	**Beneficiary Bank Name:** National Australia Bank **Beneficiary Bank Address:** 500 Bourke Street, Melbourne VIC 3000, Australia **Beneficiary Bank SWIFT:** NATAAU3303M **Sort Code:** 082-039 **Correspondent Bank:** Deutsche Bank **Correspondent Bank Address:** Taunusanlage 12, 60262 Frankfurt AM MAIN, GERMANY **Correspondent Bank SWIFT:** DEUTDEFF **SWIFT Communication Format:** MT103 (field 59) **Reference** (MUST be included with payment): WID5LP **Att**.: Lynne Beale Westbourne Credit Management Limited
(iii) All notices of payments and written confirmations of such wire transfers:	**Att**.: Lynne Beale - Chief Operating Officer Westbourne Credit Management Limited **Address**: Level 12, 101 Collins Street, Melbourne VIC 3000, Australia **Telephone**: +61 3 9660 6900 **Fax**: +61 3 9660 6999 **E-mail**: admin@westbournecapital.com.au And **Att**.: Ivan Setiawan Citco Fund Services (Australia) Pty Ltd **Address**: Level 22, 45 Clarence Street, Sydney NSW 2000, Australia **Telephone**: +61 2 9005 0458 **Fax**: +61 2 9005 0452
(iv) E-m ail address for electronic delivery:	admin@westbournecapital.com.au westbourne@citco.com
(v) All other communications:	same as in (ii) above

5. Westbourne Infrastructure Debt 6 LP acting through its General Partner, Westbourne Infrastructure Debt GP 2 Limited

(i)	Maximum principal amount of notes to be purchased:	USD30,000,000 to be converted to EUR at the Conversion Date
(ii)	All payments by wire transfer of immediately available funds to: with sufficient information to identify the source and application of such funds.	**Beneficiary Account Name:** Westbourne Infrastructure Debt 6 LP **Beneficiary Account Number:** WESBIEUR01 **Beneficiary Bank Name:** National Australia Bank **Beneficiary Bank Address:** 500 Bourke Street, Melbourne VIC 3000, Australia **Beneficiary Bank SWIFT:** NATAAU3303M **Sort Code:** 082-039 **Correspondent Bank:** Deutsche Bank **Correspondent Bank Address:** Taunusanlage 12, 60262 Frankfurt AM MAIN, GERMANY **Correspondent Bank SWIFT:** DEUTDEFF **SWIFT Communication Format:** MT103 (field 59) **Reference** (MUST be included with payment): WID6LP **Att**.: Lynne Beale Westbourne Credit Management Limited
(iii)	All notices of payments and written confirmations of such wire transfers:	**Att**.: Lynne Beale - Chief Operating Officer Westbourne Credit Management Limited **Address**: Level 12, 101 Collins Street, Melbourne VIC 3000, Australia **Telephone**: +61 3 9660 6900 **Fax**: +61 3 9660 6999 **E-mail**: admin@westbournecapital.com.au And **Att**.: Ivan Setiawan Citco Fund Services (Australia) Pty Ltd **Address**: Level 22, 45 Clarence Street, Sydney NSW 2000, Australia **Telephone**: +61 2 9005 0458 **Fax**: +61 2 9005 0452
(iv)	E-m ail address for electronic delivery:	admin@westbournecapital.com.au westbourne@citco.com
(v)	All other communications:	same as in (ii) above

Exhibit 4.19

THIRD AMENDMENT TO CREDIT AND GUARANTY AGREEMENT, dated as of December 12, 2019 (this "Amendment"), among (i) Atlantica Yield PLC, as borrower (the "Borrower") under the Credit and Guaranty Agreement, dated as of May 10, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Guarantors, the L/C Issuers, the Lenders and the Administrative Agent (each as defined below), (ii) the guarantors party to the Credit Agreement (the "Guarantors"), (iii) Royal Bank of Canada and Canadian Imperial Bank of Commerce, London Branch, as L/C Issuers (the "L/C Issuers"), (iv) the lenders party to the Credit Agreement (the "Lenders") and (v) Royal Bank of Canada, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

WHEREAS, the Borrower has requested the Administrative Agent and the Lenders to amend certain provisions of the Credit Agreement, and the Lenders are willing to accept such request upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the agreements, provisions and covenants set forth herein, the parties hereto agree as follows:

ARTICLE I

RATIFICATION; DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Relation to Credit Agreement; Ratification. This Amendment is entered into in accordance with Section 11.01 of the Credit Agreement and constitutes an integral part of the Credit Agreement. Except as amended by this Amendment, the provisions of the Credit Agreement are in all respects ratified and confirmed and shall remain in full force and effect.

Section 1.2 Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement (as amended by this Amendment) are used herein as therein defined, and the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall apply *mutatis mutandis* to this Amendment.

ARTICLE II

AMENDMENT TO CREDIT AGREEMENT

Section 2.1 Amendment to Credit Agreement. The parties hereto hereby agree that, effective as of the Amendment No. 3 Effective Date (as defined below),

(a) Section 1.01 of the Credit Agreement is hereby amended by,

(i) adding the definition of the following terms in the corresponding alphabetical order:

““Amendment No. 3 Effective Date” shall have the meaning ascribed to such term in the Third Amendment to Credit and Guaranty Agreement.”

““Secured Leverage Ratio” means, as of any date of determination, without duplication, the ratio of (a) Indebtedness of the Borrower and its Subsidiaries, (other than Non-Recourse Subsidiaries) secured by the Collateral, as of such date to (b) CAFD for the most recently completed Measurement Period. For purposes of this definition, (i) in the event that the Borrower or any of its Subsidiaries incurs, assumes, guarantees, redeems, repays, retires or extinguishes any Indebtedness secured by the Collateral (other than Indebtedness secured by the Collateral incurred or repaid under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) subsequent to the commencement of the period for which the Secured Leverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Secured Leverage Ratio is made (the “Secured Leverage Ratio Calculation Date”), then the Secured Leverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, redemption, repayment, retirement or extinguishment of Indebtedness secured by the Collateral, as if the same had occurred at the beginning of the applicable four-quarter period; provided that for purposes of making the computation referred to above, Investments, acquisitions, Dispositions, mergers, amalgamations, consolidations and discontinued operations (as determined in accordance with IFRS) that have been made by the Borrower or any of its Subsidiaries during the Measurement Period or subsequent to such Measurement Period and on or prior to or simultaneously with the Secured Leverage Ratio Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, Dispositions, mergers, amalgamations, consolidations and discontinued operations (and the change in any associated fixed charge obligations and the change in CAFD resulting therefrom) had occurred on the first day of the Measurement Period; provided further that if since the beginning of such period any Person that subsequently became a Subsidiary of the Borrower or was merged with or into the Borrower or any of its Subsidiaries since the beginning of such period shall have made any Investment, acquisition, Disposition, merger, amalgamation, consolidation or discontinued operation that would have required adjustment pursuant to this definition, then the Secured Leverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, Disposition, merger, amalgamation, consolidation or discontinued operation had occurred at the beginning of the applicable Measurement Period, (ii) whenever pro forma effect is to be given to an Investment, acquisition, Disposition, merger, amalgamation, consolidation or discontinued operation, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Borrower and shall comply with the requirements of Rule 11-02 of Regulation S-X promulgated by the U.S. Securities and Exchange Commission, except that such pro forma calculations may include operating expense reductions for such period resulting from the acquisition which is being given pro forma effect that has been realized or for which the steps necessary for realization have been taken or are reasonably expected to be taken within six (6) months following any such acquisition, including the execution or termination of any contracts, the termination of any personnel or the closing (or approval by the board of directors of the Borrower on any closing) of any facility, as applicable, provided that, in either case, such adjustments are set forth in an Officer’s Certificate signed by the Borrower’s chief financial officer and another

Responsible Officer which states (A) the amount of such adjustment or adjustments, (B) that such adjustment or adjustments are based on the reasonable good faith beliefs of the officers executing such Officer's Certificate at the time of such execution and (C) that any related incurrence of Indebtedness secured by the Collateral is permitted pursuant to this Agreement, and (iii) if any Indebtedness secured by the Collateral bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness secured by the Collateral shall be calculated as if the rate in effect on the Secured Leverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Swap Contract applicable to such Indebtedness); provided that for purposes of making the computation referred to above, interest on any Indebtedness secured by the Collateral under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period except as set forth in the first paragraph of this definition."

(ii) replacing the definition of the term "<u>CAFD</u>" with the following:

""*<u>CAFD</u>" means, for any Measurement Period and without duplication, Distributed Cash received by the Borrower minus cash expenses of the Borrower (other than Debt Service Obligations and transaction costs), in each case during such Measurement Period."*

(iii) replacing the definition of the term "<u>Distributed Cash</u>" with the following:

""<u>Distributed Cash</u>" means cash and Cash Equivalents distributed, directly or indirectly, to the Borrower in respect of Investments in any Person, in each case, held, directly or indirectly, by the Borrower (other than (x) dividends or other distributions that are funded, directly or indirectly, with substantially concurrent cash Investments, or cash Investments that were not intended to be used by such Person for capital expenditures or for operational purposes, by the Borrower or any of its Subsidiaries in such Person and (y) withholding Taxes and amounts subject to, or reasonably expected to be subject to repatriation requirements) consisting of: (a) dividends; (b) capital redemptions; (c) interest or principal repayments in respect of Indebtedness provided directly or indirectly by the Borrower; and (d) the proceeds of any loan to the Borrower from a Subsidiary of the Borrower; <u>provided</u> that, (i) to the extent permitted by Non-Recourse Indebtedness arrangements to which such Subsidiary is a party, the payment obligation of the Borrower under such loan is subordinated to the prior payment in full of the Obligations and (ii) any repayment of such loan prior to the Maturity Date is immediately succeeded by (A) entering into a substantially similar arrangement for an equal or greater amount; (B) payment of a dividend in an equal or greater amount than such loan by the

lender to the Borrower or a Guarantor; or (C) redemption of capital stock of the lender and remittance of the proceeds of such redemption in an equal or greater amount as such loan."

(b) Section 7.02(xix) of the Credit Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"*additional Indebtedness of the Loan Parties and their respective Subsidiaries; provided that (i) the Borrower shall be in compliance with the covenants set forth in Section 7.11 immediately prior to and after giving effect to the incurrence of such Indebtedness on a pro forma basis, and (ii) the aggregate amount of Indebtedness that may be secured by the Collateral at any one time outstanding shall not exceed the greater of (x) $550,000,000 and (y) an amount such that, after giving effect to the incurrence thereof, the Borrower could incur not less than $1.00 of additional Indebtedness and maintain a Secured Leverage Ratio no greater than 3.50:1.00; and*"

(c) Section 7.03(e) of the Credit Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"(i)Investments constituting Indebtedness to the extent that the Borrower is in compliance with Section 7.02 at the time such Indebtedness is incurred and (ii) Investments in the form of Indebtedness provided by such Loan Party or such Subsidiary; and"

(d) Item I.B.1. of Schedule 1 of the Exhibit D of the Credit Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"Distributed Cash received by the Borrower (limited pursuant to the definition of "Distributed Cash" in the Agreement and after giving pro forma effect to Investments, Acquisitions, Dispositions, mergers, amalgamations, consolidations and discontinued operations pursuant to the definition of "Leverage Ratio" in the Agreement):"

ARTICLE III

CONDITIONS TO EFFECTIVENESS

Section 3.1 Conditions to Effectiveness. This Amendment shall become effective on the date hereof (the "Amendment No. 3 Effective Date")subject to the Administrative Agent having received a true, correct and complete copy of this Amendment, duly executed and delivered by a duly authorized officer of each party hereto .

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties. Each Loan Party represents and warrants to the Secured Parties as of the Amendment No. 3 Effective Date, that:

(a) Authorization; No Contravention. The execution, delivery and performance by each Loan Party of this Amendment has been duly authorized by all necessary corporate or other organizational action, and do not and will not: (i) contravene the terms of any of such Person's Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (A) any Contractual Obligation to which such Person or any of its Subsidiaries is a party or affecting such Person or any of its Subsidiaries or the properties of such Person or any of its Subsidiaries or (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or any of its Subsidiaries or the properties of such Person or any of its Subsidiaries is subject; or (c) violate any Law.

(b) Binding Effect. This Amendment has been duly executed and delivered by each Loan Party that is party hereto. Subject to the Legal Reservations, this Amendment constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. All notices, requests and other communications to any party hereto shall be given or served in the manner contemplated in Section 11.02 of the Credit Agreement.

Section 5.2 No Waiver; Status of Loan Documents. This Amendment shall not constitute an amendment, supplement or waiver of any provision of the Credit Agreement not expressly referred to herein and shall not be construed as an amendment, supplement, waiver or consent to any action on the part of any party hereto that would require an amendment, supplement, waiver or consent of the Lenders except as expressly stated herein. Except as expressly amended, supplemented or waived hereby, the provisions of the Credit Agreement are and shall remain in full force and effect. No failure or delay on the part of the Lenders in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Amendment and the other Loan Documents are cumulative to, and not exclusive of, any rights or remedies available at equity or law. Nothing in this Amendment shall constitute a novation of the Loan Parties' obligations under the Credit Agreement or any other Loan Document.

Section 5.3 Amendment. This Amendment may be amended, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 5.4 Amendment Binding. This Amendment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and the respective successors and permitted assigns of the parties hereto.

Section 5.5 Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

Section 5.6 Governing Law.

(a) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Each of the undersigned hereto agrees that any dispute relating to this Amendment shall be determined in accordance with Sections 11.14 and 11.15 of the Credit Agreement and the provisions of said Sections 11.14 and 11.15 of the Credit Agreement are incorporated herein by reference.

Section 5.7 Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by e-mail in portable document format (.pdf) or facsimile (with acknowledgment of receipt) will be effective as delivery of a manually executed counterpart of this Amendment.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the day and year first above written.

Yours truly,

ATLANTICA YIELD PLC,
as the Borrower
By: /s/ Santiago Seage
Name: Santiago Seage
Title: CEO

By: /s/ Francisco Martinez Davis
Name: Francisco Martinez Davis
Title: CFO

ABY CONCESSIONS INFRASTRUCTURES S.L.U.,
as a Guarantor
By: /s/ David Esteban Guitard
Name: David Esteban Guitard
Title: Authorized representative

By: /s/ Carlos Colón Lasso de la Vega
Name: Carlos Colón Lasso de la Vega
Title: Authorized representative

ABY CONCESSIONSPERU S.A.,
as a Guarantor
By: /s/ Antonio Merino Ciudad
Name: Antonio Merino Ciudad
Title: Authorized representative

By: /s/ Gracia Candau Sanchez de Ybargüen
Name: Gracia Candau Sanchez de Ybargüen
Title: Authorized representative

ACT HOLDING, S.A. DE C.V.,
as a Guarantor
By: /s/ Carlos Colón Lasso de la Vega
Name: Carlos Colón Lasso de la Vega
Title: Authorized representative

By: /s/ Irene María Hernandez
Name: Irene María Hernandez
Title: Authorized representative

ASHUSA INC.,
as a Guarantor
By: /s/ Emiliano García Sanz
Name: Emiliano García Sanz
Title: Authorized representative

By: /s/ Enrique Guillen
Name: Enrique Guillen
Title: Authorized representative

ASUSHI INC.,
as a Guarantor
By: /s/ Emiliano García Sanz
Name: Emiliano García Sanz
Title: Authorized representative

By: /s/ Enrique Guillen
Name: Enrique Guillen
Title: Authorized representative

ATLANTICA INVESTMENTS LIMITED
(f.k.a. Atlantica Yield South Africa Limited),
as a Guarantor
By: /s/ David Esteban Guitard
Name: David Esteban Guitard
Title: Authorized representative

By: /s/ Carlos Colón Lasso de la Vega
Name: Carlos Colón Lasso de la Vega
Title: Authorized representative

ROYAL BANK OF CANADA,
as Administrative Agent

By: /s/ Susan Khokher
Name: Susan Khokher
Title: Manager, Agency

ROYAL BANK OF CANADA,
as Lender and L/C Issuer

By: /s/ Justin Painter
Name: Justin Painter
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE,
LONDON BRANCH,
as Lender and L/C Issuer

By: /s/ Farhad Merali
Name: Farhad Merali
Title: Authorized Signatory

BANCO SANTANDER, S.A., NEW YORK BRANCH
as Lender

By: /s/ Pablo Urgoiti
Name: Pablo Urgoiti
Title: Managing Director

By: /s/ Rita Walz-Cuccioli
Name: Rita Walz-Cuccioli
Title: Executive Director

JPMORGAN CHASE BANK, N.A.,
as Lender

By: /s/ Amit Gaur

Name: Amit Gaur
Title: Vice President

MUFG BANK, LTD.,
as Lender

By: /s/ Nietzsche Rodricks
Name: Nietzsche Rodricks
Title: Managing Director

BANK OF AMERICA, N.A.,
as Lender

By: /s/ Jennifer Cochrane
Name: Jennifer Cochrane
Title: Vice President

BANK OF MONTREAL, LONDON BRANCH,
as Lender

By: /s/ Scott Matthews
Name: Scott Matthews
Title: MD

By: /s/ Tom Woolgar
Name: Tom Woolgar
Title: Managing Director, Corporate Banking

Exhibit 8.1

Subsidiaries of Atlantica Yield plc

Subsidiary	Jurisdiction of Incorporation or Organization
ABY Concessions Infrastructures, S.L.U.	Spain
ABY Concessions Peru, S.A.	Peru
ABY Holdings USA, LLC	Delaware
ABY Infrastructures USA LLC	Delaware
ABY Servicios Corporativos S.L.U.	Spain
ABY South Africa (Pty) Ltd	South Africa
ABY Transmision Sur, S.A.	Peru
ACT Energy Mexico, S. de R.L. de C.V.	Mexico
ACT Holding S.A. de C.V.	Mexico
Aguas de Skikda S.p.A.	Algeria
Arizona Solar One LLC	Delaware
ASHUSA Inc.	Delaware
ASI Operations LLC	Delaware
ASO Holdings Company LLC	Delaware
ASUSHI Inc.	Delaware
Atlantica Yield Chile SpA	Chile
AYES International UK Ltd	UK
Atlantica Yield España S.L.	Spain
Atlantica Investments Limited	UK
ATN, S.A.	Peru
ATN2, S.A.	Peru
AY Holding Uruguay S.A.	Uruguay
AYES Canada Inc	Canada
Banitod S.A.	Uruguay
Cadonal, S.A.	Uruguay
Carpio Solar Inversiones, S.A.U.	Spain
CKA1 Holding, S. de R.L. de C.V.	Mexico
Ecija Solar Inversiones, S.A.U.	Spain
Estrellada, S.A.	Uruguay
Extremadura Equity Investments Sárl.	Luxembourg
Fotovoltaica Solar Sevilla, S.A.	Spain
Geida Skikda, S.L.	Spain
Helioenergy Electricidad Dos, S.A.U.	Spain
Helioenergy Electricidad Uno, S.A.U.	Spain
Helios I Hyperion Energy Investments, S.A.U.	Spain
Helios II Hyperion Energy Investments, S.A.U.	Spain
Hidrocañete S.A.	Peru
Hypesol Energy Holding, S.L.U.	Spain
Kaxu Solar One (Pty) Ltd.	South Africa
Logrosan Equity Investments Sárl.	Luxembourg
Logrosan Solar Inversiones Dos, S.L.	Spain

Logrosan Solar Inversiones, S.A.U.	Spain
Mojave Solar Holdings LLC	Delaware
Mojave Solar LLC	Delaware
Palmatir, S.A.	Uruguay
Palmucho, S.A.	Chile
RRHH Servicios Corporativos S. de R.L. de C.V.	Mexico
Sanlucar Solar, S.A.U.	Spain
Solaben Electricidad Dos, S.A.	Spain
Solaben Electricidad Seis, S.A.U.	Spain
Solaben Electricidad Tres, S.A.	Spain
Solaben Electricidad Uno S.A.U.	Spain
Solaben Luxembourg S.A.	Luxembourg
Solacor Electricidad Dos, S.A.	Spain
Solacor Electricidad Uno, S.A.	Spain
Solar Processes, S.A.U.	Spain
Solnova Electricidad Cuatro, S.A.U.	Spain
Solnova Electricidad Tres, S.A.U.	Spain
Solnova Electricidad, S.A.U.	Spain
Solnova Solar Inversiones, S.A.U.	Spain
Transmisora Baquedano, S.A.	Chile
Transmisora Mejillones, S.A.	Chile

Exhibit 12.1

ATLANTICA YIELD PLC

Sarbanes Oxley Certification under Section 302 of the Act

Certification

I, Santiago Seage, Chief Executive Officer of Atlantica Yield plc (the "Company") certify that:

1. I have reviewed this annual report on Form 20-F (the "Annual Report") of the Company;

2. Based on my knowledge, this Annual Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Annual Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this Annual Report;

4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Annual Report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this Annual Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Annual Report based on such evaluation; and

   (d) Disclosed in this Annual Report any change in the Company's internal control over financial reporting that occurred during the period covered by this Annual Report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of Company's board of directors (or persons performing the equivalent function):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

February 27, 2020

/s/ Santiago Seage

Santiago Seage
Chief Executive Officer

Exhibit 12.2

ATLANTICA YIELD PLC

Sarbanes Oxley Certification under Section 302 of the Act

Certification

I, Francisco Martinez-Davis, Chief Financial Officer of Atlantica Yield plc (the "Company") certify that:

1. I have reviewed this annual report on Form 20-F (the "Annual Report") of the Company;

2. Based on my knowledge, this Annual Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Annual Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this Annual Report;

4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Annual Report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this Annual Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Annual Report based on such evaluation; and

   (d) Disclosed in this Annual Report any change in the Company's internal control over financial reporting that occurred during the period covered by this Annual Report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of Company's board of directors (or persons performing the equivalent function):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

February 27, 2020

/s/ Francisco Martinez-Davis
Francisco Martinez-Davis
Chief Financial Officer

Exhibit 13.1

Certification Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes Oxley Act of 2002

The certification set forth below is being submitted in connection with the Annual Report on Form 20-F for the year ended December 31, 2019 (the “Annual Report”) for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Santiago Seage and Francisco Martinez-Davis, each certifies that, to the best of his knowledge:

1. The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Atlantica Yield plc.

February 27, 2020

By: /s/ Santiago Seage
Santiago Seage
Chief Executive Officer

By: /s/ Francisco Martinez-Davis
Francisco Martinez-Davis
Chief Financial Officer

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form F-3 No. 333-226611) of our reports dated February 26, 2020, with respect to the consolidated statement of financial position as of December 31, 2019, the related consolidated income statement, the consolidated statement of comprehensive income, the consolidated statement of changes in equity, and the consolidated cash flows statement for the year ended December 31, 2019, and the related notes, of Atlantica Yield plc, and the effectiveness of Atlantica Yield plc's internal control over financial reporting included in its Annual Report (Form 20-F) as of December 31, 2019, filed with the Securities and Exchange Commission.

/s/ Ernst & Young, S.L.

Madrid, Spain
February 27, 2020

Exhibit 15.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-226611 on Form F-3 of our report dated February 26, 2019, relating to the consolidated financial statements of Atlantica Yield plc and subsidiaries, appearing in this Annual Report on Form 20-F for the year ended December 31, 2019.

/s/ Deloitte, S.L.

Madrid, Spain

February 27, 2020

Exhibit 15.3

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Registration Statement No. 333-226611 on Form F-3 of our report dated February 27, 2018, relating to the financial statements of Myah Bahr Honaine S.p.a. for the year ended December 31, 2017 (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the fact that the accompanying statements of financial position, statements of income, comprehensive income, changes in equity and cash flows of Myah Bahr Honaine S.p.a. for the years ended December 31, 2019 and December 31, 2018, were not audited, reviewed, or compiled by us and, accordingly, we do not express an opinion or any other form of assurance on them) appearing in this Annual Report on Form 20-F for the year ended December 31, 2019.

/s/ Deloitte Algérie Sarl

Algiers, Algeria

February 27, 2020

Exhibit 99.1

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Shareholders of Atlantica Yield plc:

We have audited the accompanying statements of income, comprehensive income, changes in equity and cash flows for the year ended December 31, 2017 and the related notes to the financial statements of Myah Bahr Honaine S.p.a. (the "Company").

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the results of the operations of Myah Bahr Honaine S.p.a. and its cash flows for the year ended December 31, 2017 in accordance with IFRS as issued by the International Accounting Standards Board.

Other Matter

The accompanying statements of financial position, statements of income, comprehensive income, changes in equity and cash flows of Myah Bahr Honaine S.p.a. for the years ended December 31, 2019 and December 31, 2018, were not audited, reviewed, or compiled by us and, accordingly, we do not express an opinion or any other form of assurance on them.

/s/ Deloitte Algérie Sarl

Algiers, Algeria

February 27, 2018

Financial statements of Myah Bahr Honaine S.p.a as of December 31, 2019 and for the year ended December 31, 2019, 2018 and 2017

Statement of financial position
Amounts in thousands of Usd

	Notes (1)	As of December 31, 2019 (unaudited)	As of December 31, 2018 (unaudited)
Non-current assets			
Contracted concessional assets	5	175,375	176,871
Financial investments	6	351	355
Total non-current assets		**175,726**	**177,226**
Current assets			
Trade and other receivables	6&7	9,320	9,439
Prepayments	6	43	69
Financial investments	5&6	38,483	37,105
Cash and cash equivalents	6&8	21,601	23,028
Total current assets		**69,448**	**69,641**
Total assets		**245,173**	**246,867**
Equity and liabilities			
Share capital	9	45,989	45,989
Legal reserve	9	4,457	4,457
Retained earnings		124,194	116,410
Profit/(loss) for the year		30,708	28,519
Currency translation differences		(45,937)	(44,252)
Total equity		**159,411**	**151,123**
Non-current liabilities			
Long-term project debt		69,584	79,788
Provisions		2,614	2,776
Total non-current liabilities	6&10	**72,198**	**82,564**
Current liabilities			
Related parties	6&13	2,594	1,913
Short-term project debt	6&10	9,765	9,590
Trade and other payables	6&10	1,206	1,677
Total current liabilities		**13,565**	**13,180**
Total equity and liabilities		**245,173**	**246,867**

(1) Notes 1 to 14 are an integral part of the financial statements

Income Statement
Amounts in thousands of Usd

	Notes (1)	For the year ended December 31, 2019 (unaudited)	2018 (unaudited)	2017
Revenue	12	52,062	50,612	51,459
Other operating income		11	17	7
Employee benefit expenses		(417)	(385)	(356)
Depreciation, amortization and impairment charges		1,199	(194)	(22)
Other operating expenses	12	(18,961)	(17,946)	(17,926)
Operating profit		**33,893**	**32,104**	**33,162**
Financial income	12	45	74	133
Financial expenses	12	(3,231)	(3,659)	(4,137)
Financial expenses, net		**(3,186)**	**(3,585)**	**(4,004)**
Profit before income tax		**30,708**	**28,519**	**29,158**
Income tax		-	-	-
Profit for the year		**30,708**	**28,519**	**29,158**

(1) Notes 1 to 14 are an integral part of the financial statements

Statements of comprehensive income
Amounts in thousands of Usd

	For the year ended December 31,		
	2019 (unaudited)	2018 (unaudited)	2017
Profit for the year	**30,708**	**28,519**	**29,158**
Items that may be subject to transfer to income statement Currency translation differences	(1,685)	(3,513)	(6,806)
Total comprehensive income for the year	**29,023**	**25,006**	**22,352**

Statements of changes in equity
Amounts in thousands of Usd

	Notes (1)	Share capital	Retained earnings	Legal reserve	Profit for the year	Currency translation differences	Total Equity
Balance at December 31, 2016		**45,989**	**99,853**	**4,457**	**24,967**	**(33,933)**	**141,333**
Distribution of prior year results		-	24,967	-	(24,967)	-	-
Dividend distribution		-	(12,258)	-	-	-	**(12,258)**
Profit for the year		-	-	-	29,158	-	**29,158**
Currency translation differences		-	-	-	-	(6,806)	**(6,806)**
Balance at December 31, 2017		**45,989**	**112,562**	**4,457**	**29,158**	**(40,739)**	**151,427**
Aplication of new accounting standard - effective January 1, 2018		-	(5,763)	-	-	-	(5,763)
Balance at January 1, 2018		**45,989**	**106,799**	**4,457**	**29,158**	**(40,739)**	**145,664**
Distribution of prior year result		-	29,158	-	(29,158)	-	-
Dividend distribution		-	(19,547)	-	-	-	**(19,547)**
Profit for the year		-	-	-	28,519	-	**28,519**
Currency translation differences		-	-	-	-	(3,513)	**(3,513)**
Balance at December 31, 2018		**45,989**	**116,410**	**4,457**	**28,519**	**(44,252)**	**151,123**
Distribution of prior year result		-	28,519	-	(28,519)	-	-
Dividend distribution		-	(20,735)	-	-	-	**(20,735)**
Profit for the year		-	-	-	30,708	-	**30,708**
Currency translation differences		-	-	-	-	(1,685)	**(1,685)**
Balance at December 31, 2019		**45,989**	**124,194**	**4,457**	**30,708**	**(45,937)**	**159,411**

(1) Notes 1 to 14 are an integral part of the financial statements

Statements of cash flow
Amounts in thousands of Usd

	Notes (1)	For the year ended December 31, 2019 (unaudited)	2018 (unaudited)	2017
I. Profit for the year		**30,708**	**28,519**	**29,158**
Non-monetary adjustments				
Depreciation, amortization and impairment charges		(1,199)	194	22
Finance (income)/expenses		3,186	3,585	4,004
Other non-monetary items		(1,153)	(5,143)	(6,238)
II. Profit for the year adjusted by non-monetary items		**31,542**	**27,155**	**26,946**
III. Variations in working capital		**(100)**	**(992)**	**(2,114)**
Net interest paid		(3,158)	(3,525)	(4,014)
A. Net cash provided by operating activities		**28,284**	**22,638**	**20,818**
Investment in contracted concessional assets		(82)	(27)	(21)
B. Net cash used in investing activities		**(82)**	**(27)**	**(21)**
Repayment of Project debt		(8,895)	(8,777)	(8,878)
Dividends paid to company´s shareholders		(20,735)	(19,547)	(12,258)
C. Net cash used in financing activities		**(29,630)**	**(28,324)**	**(21,136)**
Net increase/(decrease) in cash and cash equivalents		**(1,427)**	**(5,713)**	**(339)**
Cash and cash equivalents at beginning of the year		23,028	28,785	29,214
Translation differences on cash and cash equivalents		1	(44)	(90)
Cash and cash equivalents at end of the year		**21,601**	**23,028**	**28,785**

(1) Notes 1 to 14 are an integral part of the financial statements

Note 1.- Nature of the business

Myah Bahr Honaine S.p.a. ("MBH" or "the Company"), was incorporated in Algeria as a Société par actions on September 16, 2006.

The main activity of the Company is the operation of a water desalination plant located in Taffsout, Algeria, near three important cities: Oran, to the northeast, and Sidi Bel Abbés and Tlemcen, to the southeast. The offices are located in Dely Ibrahim, Alger (Algeria).

The technology selected for the Honaine plant is currently the most commonly used in this kind of project. It consists in desalination using membranes by reverse osmosis. MBH has a capacity of seven million of cubic feet (M ft3) per day of desalinated water and has been in operation since July 2012. The project serves a population of approximately 1 million.

The water purchase agreement is a U.S. dollar indexed 25-year take-or-pay contract with Sonatrach/Algerienne des Eaux ("ADE"), from Commercial Operation Date ("COD") in July 2012. The tariff structure is based upon plant capacity and water production, covering variable cost (water cost plus electricity cost). Tariffs are adjusted monthly based on the indexation mechanisms that include local inflation, U.S. inflation and the exchange rate between the U.S. dollar and local currency.

The following table provides an overview of the concessional asset:

Asset	Type	Location	Capacity (Gross)	Counterparty Credit Ratings	COD(1)	Contract Years Left(2)
Honaine	Water	Algeria	7 M ft3/ day	Not rated	2012	18

(1) Commercial Operation Date ("COD").
(2) As of December 31, 2019.

On February 3, 2015, Atlantica Yield Plc ("Atlantica") completed the acquisition of 25.5% of MBH held by Abengoa. The Company is currently 49% owned by Algerian Energy Company, SPA ("AEC")[1] and 51% by Geida Tlemcen, S.L. At the same time, Geida Tlemcen S.L. is 50% owned by Sacyr Agua, S.L., a subsidiary of Sacyr, S.A., and 50% by ABY Concessions Infrastructures, S.LU., a subsidiary of Atlantica (see Note 9).

Atlantica is a public limited company listed on the NASDAQ Global Select Market and incorporated in England and Wales. It is a total return company that owns, manages, and acquires renewable energy, efficient natural gas, electric transmission lines and water revenue-generating assets, focused on North America (United States, Mexico and Canada), South America (Peru, Chile and Uruguay) and EMEA (Spain, Algeria and South Africa).

These financial statements of MBH as of and for the year ended December 2019, have been prepared in connection with Rule 3-09 of Regulation S-X, of the US Securities and Exchange Commission (SEC) which requires to file with the SEC, the separate financial statements of a significant equity method investee.

These financial statements were approved and authorized for issuance by Francisco Martinez Davis, Chief Executive Officer of Atlantica, on February 26, 2020.

[1] AEC is the Algerian agency in charge of delivering Algeria's large-scale desalination program. It is a joint venture set up in 2001 between the national oil and gas company, Sonatrach, and the national gas and electricity company, Sonelgaz. Each of Sonatrach and Sonelgaz owns 50% of AEC.

Note 2.- Basis of preparation

2.1. Statement of compliance

These financial statements have been prepared in accordance with International Financial Reporting Standards (“IFRS”) adopted by the International Accounting Standard (IAS) Board (hereinafter, IFRS-IASB) and show the equity and financial situation at December 31, 2019 and 2018, as well as the gains and losses on its operations, changes in its equity and cash flow statement for the reporting period ended as of December 31, 2019, 2018 and 2017.

These financial statements have been prepared under the going-concern assumption.

The Company does not have any subsidiary as of and for any period presented and the financial information presented herein only reflects the transactions related to MBH.

2.2. Application of new accounting standards

a) Standards, interpretations and amendments effective from January 1, 2019 under IFRS-IASB, applied by the Company in the preparation of these financial statements:

- IFRS 9 (Amendments to IFRS 9): Prepayment Features with Negative Compensation. This Standard is applicable for annual periods beginning on or after January 1, 2019 under IFRS-IASB, earlier application is permitted.
- IAS 19 (Amendments to IAS 19): Plan Amendment, Curtailment or Settlement. This amendment is mandatory for annual periods beginning on or after January 1, 2019 under IFRS-IASB, earlier application is permitted.
- IFRIC 23: Uncertainty over Income Tax Treatments. This Standard is applicable for annual periods beginning on or after January 1, 2019 under IFRS-IASB.
- IAS 28 (Amendment). Long-term Interests in Associates and Joint Ventures. This amendment is mandatory for annual periods beginning on or after January 1, 2019 under IFRS-IASB, earlier application is permitted.
- Amendments resulting from Annual Improvements 2015–2017 Cycle (remeasurement of previously held interest). This amendment is mandatory for annual periods beginning on or after January 1, 2019 under IFRS-IASB,

The applications of these amendments have not had any material impact on these financial statements.

b) Standards, interpretations and amendments published by the IASB that will be effective for periods beginning on or after January 1, 2020:

- IFRS 17 ‘Insurance Contracts’. This Standard is applicable for annual periods beginning on or after January 1, 2021 under IFRS-IASB, earlier application is permitted.
- IFRS 3 (Amendment). Definition of Business. This amendment is mandatory for annual periods beginning on or after January 1, 2020 under IFRS-IASB, earlier application is permitted.
- IAS 1 and IAS 8 (Amendment). Definition of Material. This amendment is mandatory for annual periods beginning on or after January 1, 2020 under IFRS-IASB, earlier application is permitted.
- IAS 1 (Amendment). Classification of liabilities. This amendment is mandatory for annual periods beginning on or after January 1, 2022 under IFRS-IASB.
- IFRS 7 and IFRS 9. Amendments regarding pre-replacement issues in the context of the IBOR reform. These amendments are mandatory for annual periods beginning on or after January 1, 2020 under IFRS-IASB.
- Amendments to References to the Conceptual Frameworks in IFRS Standards. This Standard is applicable for annual periods beginning on or after January 1, 2020 under IFRS-IASB.

The Company does not anticipate the effect of the application of any of the above standards, interpretations or amendments to have a significant effect in the financial statements of the Company.

2.3. Critical accounting policies and estimates

Some of the accounting policies applied require the application of significant judgment by management to select the appropriate assumptions to determine these estimates. These assumptions and estimates are based on historical experience, advice from experienced consultants, forecasts and other circumstances and expectations as of the close of the financial period. The assessment is considered in relation to the global economic situation of the industry and region where the Company operates, taking into account future development of the businesses. By their nature, these judgments are subject to an inherent degree of uncertainty; therefore, actual results could materially differ from the estimates and assumptions used. In such cases, the carrying values of assets and liabilities are adjusted.

The most critical accounting policies, which reflect significant management estimates and judgment to determine amounts in these financial statements, are Contracted concessional agreements (see Note 3.1.).

As of the date of preparation of these financial statements, no relevant changes in the estimates made are anticipated and, therefore, no significant changes in the value of the assets and liabilities recognized at December 31, 2019, are expected.

Although these estimates and assumptions are being made using all available facts and circumstances, it is possible that future events may require management to amend such estimates and assumptions in future periods. Changes in accounting estimates are recognized prospectively, in accordance with IAS 8, in the income statement of the year in which the change occurs.

2.4.1. Useful lives of contracted concessional assets items

The useful lives of contracted concessional assets are estimated in accordance with the foreseeable life cycles for the use of desalination plants. The Company reviews the useful lives of the plant every year. In the case of technical innovations and changes in the cycles of the sector in which it operates, the Company determine whether it is necessary to correct that estimate, and if the estimate differs from that previously performed, the effect of the change is accounted on a prospective basis beginning from the year in which the change is made.

2.4.2. Revenue recognition

As mentioned in Note 1, MBH signed a “public-to-private” arrangement to build, operate and transfer of a concessional infrastructure for a 25-year period which includes the design of the infrastructure, as well as the services related to its operation and maintenance for the period agreed.

Consequently, as per the provisions of International Financial Reporting Interpretations Committee 12 (“IFRIC 12”), the Company recognized a financial asset at the fair value of the construction services and measured revenue and costs for providing construction services during the period of construction of the infrastructure in accordance with IFRS15 ‘Revenues from contracts with Customers’.

Project name	Country	Period of Concession	Offtaker	Arrangement Terms (price)	Description of the Arrangement
Honaine	Algeria	25 Years	Sonatrach & ADE	U.S. dollar indexed take-or-pay contract with Sonatrach / ADE	25 years purchase agreement

The financial asset is subsequently recorded at amortized cost calculated according to the effective interest method. Revenue from operations and maintenance services is recognized in each period according to IFRS 15. The remuneration of managing and operating the asset resulting from the valuation at amortized cost is also recorded in revenue.

2.4. Functional currency and presentation currency

The financial statements are presented in thousands of US Dollars (Usd). The functional currency of the Company is the Dinar (DZD).

The conversion to the presentation currency from the functional currency has been performed using the following procedures:

- Assets and liabilities for each statement of financial position presented were translated at the closing rate;

- For each period presented, income and expenses in the period were translated at the average exchange rate of the period;

- All resulting exchange differences were recognized in the other comprehensive income.

The conversion to the presentation currency has a negative impact in equity, due to the appreciation of the USD against the DZD, within the line Other comprehensive income, of Usd 45,937 thousand and Usd 44,252 thousand as of December 31, 2019 and 2018, respectively.

Note 3.- Significant accounting policies

These are the principal accounting policies used in preparing these financial statements:

3.1. Contracted Concessional Assets

Contracted concessional assets include fixed assets financed through project debt, related to service concession arrangements recorded in accordance with IFRIC 12.

The application of IFRIC 12 requires extensive judgment in relation with, among other factors, (i) the identification of certain infrastructures and contractual agreements in the scope of IFRIC 12, (ii) the understanding of the nature of the payments in order to determine the classification of the infrastructure as a financial asset or as an intangible asset and (iii) the timing and recognition of the revenue from construction and concessionary activity.

The Company recognizes a financial asset as the demand risk is assumed by the grantor, to the extent that the concession holder has an unconditional right to receive payments for the asset and the only substantial risk of non-recovery of the initial investment is credit deterioration of the counterparty.

The financial asset is subsequently recorded at amortized cost calculated according to the effective interest method. Revenue from operations and maintenance services is recognized in each period according to IFRS 15 “Revenue from contracts with Customers”. The remuneration of managing and operating the asset resulting from the valuation at amortized cost is also recorded in revenue.

Financing costs are expensed as incurred.

According to IFRS 9, the Company recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Company expects to receive, discounted at the appropriate effective interest rate.

There are two main approaches to applying the ECL model according to IFRS 9: the general approach which involves a three stage approach, and the simplified approach, which can be applied to trade receivables, contract assets and lease receivables. The Company has elected to apply the simplified approach. Under this approach, there is no need to monitor for significant increases in credit risk and entities will be required to measure lifetime expected credit losses at each end of reporting period.

The key elements of the ECL calculations are the following:

- the Probability of Default ("PD") is an estimate of the likelihood of default over a given time horizon. The Company calculates PD based on Credit Default Swaps spreads ("CDS");
- the Exposure at Default ("EAD") is an estimate of the exposure at a future default date;
- the Loss Given Default ("LGD") is an estimate of the loss arising in the case where a default occurs at a given time. It is based on the difference between the contractual cash flows due and those that the Company would expect to receive. It is expressed as a percentage of the EAD.

3.2. Financial investments

Financial investments are initially measured at fair value. Transaction costs that are directly attributable to the acquisition of financial assets are added to the fair value of the financial assets on initial recognition.

The classification of financial investments depends on the nature and purpose for which they were acquired. Management determines the classification of its financial assets at initial recognition.
Financial investments held by the Company other than Contracted Concessional Assets are classified as 'Trade and other receivables'.

Trade and other receivables are non-derivative financial assets with fixed or determinable payments, not listed on an active market. After initial recognition, they are measured at amortized cost in accordance with the effective interest rate method.

The effective interest method is a method of calculating the amortised cost of a debt instrument and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the debt instrument, or, where appropriate, a shorter period, to the net carrying amount on initial recognition.

Trade and other receivables are assessed for indicators of impairment at the end of each reporting period. Trade receivables are assessed for impairment on a collective basis even if they were assessed not to be impaired individually. Objective evidence of impairment for a portfolio of receivables could include the Company's past experience of collecting payments, an increase in the number of delayed payments, as well as observable changes in national or local economic conditions that correlate with default on receivables.

Pursuant to IFRS 9, an impairment loss is recognized if the carrying amount of these assets exceeds the present value of future cash flows discounted at the initial effective interest rate.

3.3. Financial liabilities

Financial liabilities include project debt and trade and other payables, which are further described in Note 10.

Borrowings and trade and other payables are initially measured at fair value, net of transaction costs incurred. They are subsequently measured at amortized cost using the effective interest rate method. Any difference between the proceeds initially received (net of transaction costs incurred in obtaining such proceeds) and the repayment value is recognized in the income statement over the duration of the borrowing using the effective interest rate method.

3.4. Related party transactions

In general, operations with related parties are initially recorded at their fair value. The subsequent valuation is made in accordance with the terms set out in the corresponding regulations (refer to Note 13).

3.5. Cash and cash equivalents

Cash and cash equivalents include cash in hand, cash in bank and other highly-liquid current investments with an original maturity of three months or less which are held for the purpose of meeting short-term cash commitments.

3.6. Classification of assets and liabilities as current or non-current.

The Company presents the Statement of financial position classifying assets and liabilities between current and non-current. For these purposes, assets and liabilities are considered current if they meet the following criteria:

- Assets are classified as current if it is expected that they will be realized, sold or consumed within twelve months from the date of close;

- Liabilities are classified as current if it is expected that they will be settled within twelve months from the date of close, or the Company does not have the unconditional right to defer the cancellation of the liabilities during the twelve months following the date of close.

Note 4.- Financial risk management

Financial risk factors

The activities carried out by the Company are exposed to different financial risks: market risk, credit risk and liquidity risk.

Management of the Company seeks to minimize the potential adverse effects of these risks on the Company's financial profitability.

Market risk

The Company is not exposed to interest rate risk considering its debt is at a fixed interest rate. Tariffs of the water purchase agreement are adjusted monthly based on the indexation mechanisms that include local inflation, U.S. inflation and the exchange rate between the U.S. dollar and the local currency.

Credit risk

The Company considers that it has limited credit risk with clients as revenues are derived from revenue contracted agreement with state-owned entities.

Liquidity risk

The aim of the Company's liquidity and financing policy is to ensure that the Company has sufficient availability of funds to meet its financial commitments.

The Company aims to have adequate capacity for the repayment of its debt in relation to its cash generation capacity.

The Company has a project financing in place. The repayment profile of this debt is established on the basis of the projected cash flow generation of the business. This ensures that sufficient financing is available to meet deadlines and maturities, which mitigates the liquidity risk significantly.

Note 5.- Contracted concessional assets

The amounts and variations registered during the 2019 and 2018 financial years for Contracted concessional assets were:

	Balance as of December 2018 (unaudited)	Additions	Disposals	Currency translation differences	Balance as of December 2019 (unaudited)
Property Plant and Equipment- Gross	2,119	29	-	(22)	2,128
Accumulated Depreciation	(218)	(154)	-	4	(369)
Net Property Plan Equipment	**1,901**	**(125)**	**-**	**(18)**	**1,757**
Financial assets	**180,719**	**-**	**(1,226)**	**(1,552)**	**177,940**
Expected Credit Losses (IFRS 9)	(5,749)	-	1,394	33	(4,322)
Total Contracted concessional assets	**176,871**	**(125)**	**167**	**(1,537)**	**175,375**

	Balance as of December 2017	New accounting standards – effective January 1, 2018	Additions	Disposals	Currency translation differences	Balance as of December 2018 (unaudited)
Property Plant and Equipment- Gross	159	-	35	(23)	(3)	168
Leases (IFRS 16)	-	1,970	-	-	(19)	1,951
Accumulated Depreciation	(92)	-	(152)	23	3	(218)
Net Property Plan Equipment	**67**	**1,970**	**(117)**	**-**	**(19)**	**1,901**
Financial assets	**185,206**	**-**	**-**	**(232)**	**(4,256)**	**180,719**
Expected Credit Losses (IFRS 9)	-	(5,763)	(42)	-	57	(5,749)
Total Contracted concessional assets	**185,273**	**(3,793)**	**(159)**	**(232)**	**(4,218)**	**176,871**

Contracted concessional assets include mainly the water plant financed through project debt which is accounted for as a financial liability (see Note 10), and relating to service concession arrangements, which is accounted for as a financial asset in accordance with IFRIC 12. The current portion of this financial asset amounts to Usd 38.5 million and Usd 37.1 million as of December 31, 2019 and 2018 respectively (Note 6.1.).

Property plan and equipment primarily include surface rights, furniture, information processing, transportation equipments and leases for land rights and offices.

No losses from impairment of “Contracted concessional assets” were recorded during 2019 and 2018.

Note 6.- Breakdown of financial instruments

6.1. The breakdown of the financial assets as of December 31, 2019 and 2018 is as follows:

	Balance as of December 31,	
	2019 (unaudited)	**2018 (unaudited)**
Clients (Note 7)	9,191	9,233
Prepayments	43	69
VAT receivable (Note 11)	129	206
Financial investments	38,834	37,460
Of which, non-current portion	351	355
Of which, current portion	38,483	37,105
Cash and cash equivalents (Note 8)	21,601	23,028
Total	**69,798**	**69,996**

As of December 31, 2019, and 2018, financial investments include the current portion of contracted concessional assets (Note 5).

6.2. The breakdown of long-term financial liabilities as of December 31, 2019 and 2018 is as follows:

	Balance as of December 31,	
	2019 (unaudited)	**2018 (unaudited)**
Long-term project debt (Note 10)	69,584	79,788
Provisions (Note 10)	2,614	2,776
Total	**72,198**	**82,564**

The breakdown of short-term financial liabilities as of December 31, 2019 and 2018 is as follows:

	Balance as of December 31,	
	2019 (unaudited)	**2018 (unaudited)**
Related parties (Note 13)	2,594	1,913
Short-term project debt (Note 10)	9,765	9,590
Trade accounts payable and other (Note 10)	1,206	1,677
Total	**13,565**	**13,180**

6.3. Analysis by maturities

Amounts of financial instruments with a maturity which is defined or which may be defined classified by year of maturity are as follows:

As of December 31, 2019:

Financial assets	**2020**	**Subsequent years**	**Total**
Clients	9,191	-	9,191
Prepayments	43	-	43
VAT receivable	129	-	129
Financial investments	38,483	351	38,834
Total	**47,846**	**351**	**48,197**

Financial liabilities	2020	2021	Subsequent years	Total
Debt with related parties	2,594	-	-	2,594
Project debt	9,765	9,240	60,344	79,349
Trade accounts payable and other	1,206	-	-	1,206
Provisions	-	-	2,614	2,614
Total	**13,565**	**9,240**	**62,958**	**85,762**

As of December 31, 2018:

Financial assets	2019	Subsequent years	Total
Clients	9,233	-	9,233
Prepayments	69	-	69
VAT receivable	206	-	206
Financial investments	37,105	355	37,460
Total	**46,613**	**355**	**46,968**

Financial liabilities	2019	2020	Subsequent years	Total
Debt with related parties	1,913	-	-	1,913
Project debt	9,590	9,240	70,548	89,378
Trade accounts payable and other	1,677	-	-	1,677
Provisions	100	104	2,572	2,776
Total	**13,280**	**9,344**	**73,120**	**95,744**

Note 7.- Trade and other receivables

The details of trade and other receivables as of December 31, 2019 and 2018 is as follows:

	Balance as of December 31,	
	2019 (unaudited)	**2018 (unaudited)**
Clients	9,191	9,233
VAT receivable	129	206
Total	**9,320**	**9,439**

The balance indicated in clients fully refers to collection rights with ADE and risk of recoverability is minimal, as the collection period is lower than three months.

There were no provisions for impairment losses of loans and accounts receivable at December 31, 2019 and 2018.

Note 8.- Cash and cash equivalents

Cash and cash equivalents corresponds entirely to cash on hand as of December 31, 2019 and 2018.

Cash at hand represent liquid resources held in bank accounts.

Note 9.- Capital and reserves

As of December 31, 2019 and 2018 the share capital is DZD 4,015,000 thousand comprising 401,500 ordinary shares of one single class and series, all vested with identical economic and voting rights, of a face value of DZD 10,000 each, fully subscribed and paid.

The percentage of ownership of the shareholders of the Company is as follows:

	% of shares
Algerian Energy Company, SPA	49%
Geida Tlemcen, S.L.	51%
Total	**100%**

Legal reserve

In accordance with Article 721 of the Algerian *Code de Commerce*, a figure equal to 5% of the profit of the financial year must be used to create a legal reserve until it reaches the level of at least 10% of the share capital. This reserve may not be distributed. As of December 31, 2019, the legal reserve represents a 10% of the share capital.

On April 10, 2018, the shareholders of the Company approved during the ordinary shareholder´s meeting to declare a dividend of DZD 2,277,308,000, accounting for a dividend per share of DZD 5,672.

On April 11, 2019, the shareholders of the Company approved during the ordinary shareholder´s meeting to declare a dividend of DZD 2,468,422,000, accounting for a dividend per share of DZD 6,148.

Note 10.- Project debt and other payables

The breakdown of project debt and other payables as of December 31, 2019 and 2018 are as follows:

	Balance as of December 31,	
	2019 (unaudited)	**2018 (unaudited)**
Long-term debt and payable		
Project debt	69,584	79,788
Provisions	2,614	2,776
Total long-term debt and payable	**72,198**	**82,564**
Short-term debt and Other payables		
Project debt	9,765	9,590
Payables to related parties (Note 13)	2,594	1,913
Trade accounts payable and other	1,206	1,677
Total short-term debt and payable	**13,565**	**13,180**
Total debt and other payables	**85,763**	**95,744**

Long and short-term project debt corresponds to the facility agreement, signed in May 2007 and amended in November 2008 and June 2013 with Crédit Populaire d'Algerie, or CPA. The final amount of the loan drawn down was DZD 16,042 million and it accrues a fixed-rate interest of 3.75%. The repayment schedule of this debt is made up of sixty quarterly payments, ending in April 2027.

The carrying value of other liabilities such as trade payables approximates the fair value, given the nature and maturity of these liabilities.

Note 11.- Tax position

The company is registered to the ANDI "Agence Nationale de Developpement de L`investissement". This registration grants advantage for companies who invest in Algeria and register to this agency with some conditions. The Company gets from this agency the following benefits:

- Exemptions from the income tax ("IBS");
- Exemption from tax on professional activity ("TAP").

These benefits are for 10 years from the beginning of the project, being December 11, 2011. After that period, in case the exemption is not extended, a claim may be made under the water purchase agreement for compensation in the tariff.

Due to this income tax exemption, the Company has not registered any income tax asset or liability.

The detail of the current tax receivables and payables as of December 31, 2019 and 2018 is as follows:

	Balance as of December 31,	
	2019 (unaudited)	**2018 (unaudited)**
VAT refundable	204	206
Total	**204**	**206**

As of December 31, 2019 and 2018, the Company has an open tax inspection with the tax authorities related to the years 2018, 2017, 2016 and 2015.

Note 12.- Revenue and Expenses

12.1. Revenue for the years ended December 31, 2019 and 2018 amount to Usd 52,062 thousand and Usd 50,612 thousand respectively, and fully relate to the water purchase agreement.

12.2. Breakdown of Other operating expenses for the years ended December 31, 2019, 2018 and 2017 are as follows:

	For the year ended December 31,		
Other operating expenses	**2019 (unaudited)**	**2018 (unaudited)**	**2017**
Operation and maintenance	(11,341)	(10,837)	(10,652)
Leases	-	-	(183)
External technical services	(953)	(503)	(253)
Insurance premiums	(602)	(574)	(613)
Customs duties	(382)	(403)	(245)
Supplies	(5,399)	(5,417)	(5,677)
Other expenses	(284)	(213)	(303)
Total other operating expenses	**(18,961)**	**(17,946)**	**(17,926)**
Related parties (Note 13)	(6,181)	(10,371)	(10,652)
Other than related parties	(12,780)	(7,575)	(7,274)

Other operating expenses mainly relate to operation and maintenance for which MBH signed an operation and maintenance contract and a membrane and chemical products supply contract with UTE Honaine O&M (a joint venture between Abengoa Water, S.L. and Sacyr, S.A., each holding 50%).

The O&M agreement is a 25-year contract from COD and is composed of a fixed fee and a variable component. The fixed O&M cost covers mainly structural and staff costs. The variable O&M cost covers the chemical products, filters cost and membranes costs related to the water production.

12.3. Breakdown of financial result for the years ended December 31, 2019, 2018 and 2017 is as follows:

	For the year ended December 31,		
Financial result	**2019 (unaudited)**	**2018 (unaudited)**	**2017**
Financial income	45	74	133
Interest related to project debt	(3,231)	(3,659)	(4,137)
Total financial result	**(3,186)**	**(3,585)**	**(4,004)**
Other than related parties	(3,186)	(3,585)	(4,004)

The increase of the financial result is mainly due to the effect of the repayment schedule of the project debt, which has decreased by $10.6 million and $8.8 million during the year 2019 and 2018 respectively (see Note 10).

Note 13.- Related Parties

The Company has historically conducted operations with some related parties consisting of Abengoa´s subsidiaries. Further to the sale of its remaining 16.47% stake in Atlantica to Algonquin Power & Utilities (“Algonquin”) on November 27, 2018, Abengoa and its subsidiaries ceased to fulfill the conditions to be a related party as per IAS 24 - Related Parties Disclosures.

The breakdown of balances and transactions with related parties as of December 31, 2019 and 2018 is as follows:

As of December 31, 2019:

Company		**Short term payables (unaudited)**
Geida Tlemcen, S.L.	Shareholder	1
Sacyr Aguas, S.L.	O&M	2,154
Sonelgaz SPA	Affiliate	439
Total		**2,594**

Company		**Operating expenses (unaudited)**
Sacyr Aguas, S.L.	O&M	(6,181)
Total		**(6,181)**

As of December 31, 2018:

Company		**Short term payables (unaudited)**
Geida Tlemcen, S.L.	Shareholder	1
Sacyr Aguas, S.L.	O&M	1,237
Sonelgaz SPA	Affiliate	675
Total		**1,913**

Company		**Operating expenses (unaudited)**
Sacyr Aguas, S.L.	O&M	(5,934)
Abengoa Water, S.L.	O&M	(4,437)
Total		**(10,371)**

Note 14.- Subsequent events

No material event occurred after the balance sheet date ending December 31, 2019.