Citizen Services

Fomento de Construcciones y Contratas, S.A. ("FCC"), pursuant to article 82 of the Spanish Securities Market Act 1988 (Ley 24/1988, de 28 de julio, del Mercado de Valores), informs the Spanish securities regulator, *Comisión Nacional del Mercado de Valores*, of the following

## REGULATORY DISCLOSURE

By virtue of the provisions of the long-term syndicated financing agreement which was signed between 24 and 31 March 2014 and which entered into force fully on 26 June 2014, the Lenders accepted a series of restrictions on the transfer ("**Lock-Up**") and a commitment for the "**Orderly Sale"** of any new shares of FCC which may be received if the Warrants are exercised following the conversion of Tranche B.

Since the Lock-Up and the Orderly Sale commitments entail a restriction on the free transferability of FCC shares on the part of the Lenders, each of them qualifies as a shareholder agreement for the purposes of article 530 of the Capital Companies Act (*Ley de Sociedades de Capital*); accordingly, they are hereby disclosed publicly and the corresponding clauses are made public in accordance with the provisions of articles 531.1 and 531.3 of that Act.

Attached are the aforementioned clauses, which are contained in annex 9.8 of the Financing Agreement.

**ANNEX 9.8**
**COMMITMENTS FOR LOCK-UP AND ORDERLY SALE OF THE SHARES OF FCC AFTER THE CONVERSION OF TRANCHE B**

## 1 Lock-Up Commitment

For a period of 90 days from the date on which the instrument of capital increase arising from the exercise of the Warrants has been registered with the Commercial Registry (the "**Lock-Up Period**"), none of the Financing Institutions may engage in any Disposition (as such term is hereinafter defined) of the new shares of FCC received from the exercise of the Warrants (the "**Covered Shares**").

"**Disposition**" means:

(a) to offer, pledge, sell, agree to sell, sell with an option or agreement to purchase, buy with an option or agreement to sell, provide a purchase right or warrant on, loan, or otherwise directly or indirectly transfer or dispose of Covered Shares or issue an security convertible into, exerciseable for or exchangeable for Covered Shares;

(b) sign swap agreements, derivative agreements or other transactions or agreements pursuant to which there is a total or partial transfer, whether direct or indirect, of any of the economic consequences of owning the Covered Shares; or

(c) enter into any other transaction that has the same economic effect of any of the above or agree to, announce or publish an intention to enter into any of the above transactions,

if such contract, option, right, guarantee, financial swap, derivative, agreement, instrument, proceeds or transaction is paid or can be paid for through the delivery of Covered Shares.

As exceptions to such Lock-Up commitment, the Financing Institutions may transfer the Covered Shares during the Lock-Up Period (a) to their parent companies or any company or vehicle that belongs to, has been created by, is consolidated with, is controlled by or is managed by such Financing Institutions or their respective parent companies, provided that the acquiring entity assumes the same commitment not to transfer shares for the rest of the period of Lock-Up and orderly sale described in Clause 2 below; (b) to other Financing Institutions provided that the acquiring Financing Institutions assumes the same commitment not to transfer shares for the remaining period of Lock-Up and orderly sale described in Clause 2 below with respect to the Covered Shares acquired; (c) to such third party as acquires at least 75% of Tranche B in accordance with the provisions of Clause 22.1.2 of the Financing Agreement; and (d) as part of a potential public tender offer for FCC.

Solely for purposes of clarification, it is stated for the record that the provisions of this Clause 1 shall only apply within the context of Dispositions. Therefore, the transfer of or legal acts with respect to the concept of "Disposition" regarding shares of FCC other than the Covered Shares shall not be subject to the restrictions set forth in this Clause.

## 2 Orderly Sale

### 2.1 Purpose

The Parties acknowledge and agree that the purpose of the restrictions set forth in this Clause 2 is to allow for the orderly sale of the Covered Shares in order to minimize the impact on the listing price of FCC shares of significant or repetitive transfers of shares by one or more Financing Institutions after the Lock-Up Period.

### 2.2 Orderly Sale Procedure

(a) General rule: after the passage of the Lock-Up Period, the Financing Institutions may dispose of the Covered Shares provided that such disposition is carried out in accordance with the orderly sale procedure included in this Clause and shall remain in effect until the earlier of the following: (i) the Final Maturity Date; (ii) the date on which the Financing Agreement has been declared to have expired upon the terms thereof; and (iii) a period 2 years from the Conversion Date.

(b) Exceptions: The orderly sale procedure provided for in this Clause 2.2 shall not apply to either of the two instances referred to in Clause 1 above as exceptions to the Lock-Up commitment. In any event, any Dispositions that the Financing Institutions intend to make must be carried out in compliance with applicable law and in a commercially proper manner, in line with market practices for the type of transaction in question.

(c) Duty to provide information in advance to FCC: a Financing Institution that desires to make a Disposition (other than those for which exceptions are made in paragraph (b) above) must inform FCC in writing of its intention to make such Disposition.

Such communication must be made:

(i) if the Disposition is made by means of an accelerated bookbuilding (ABB) of Covered Shares, at the time the corresponding Financing Institution makes the final decision to proceed with the sale of Covered Shares; and

(ii) in other instances, at least 2 Business Days prior to the date on which the Financing Institution commences action to carry out the Disposition.

Such communication must report the major characteristics of the Disposition that it intends to make, including, among other things, the nature of the Disposition, the party or parties involved, the number of Covered Shares covered by the transaction, the price of the transfer and the projected schedule for the performance thereof, to the extent that this information can be known in advance based on the type of Disposition to be made. Otherwise, the initial communication shall contain information regarding the characteristics of the transaction to the extent they are known, even if approximate, and shall be supplemented by a second communication reporting the final characteristics of the Disposition to be sent as soon as they are known.

(d) <u>Participation of FCC in carrying out a Disposition: the provision below shall apply to those Dispositions carried out by means of an ABB or that are deemed to be a "**Market Placement**".</u>

For these purposes "**Market Placement**" shall mean all Dispositions (other than ABB) of Covered Shares that are not deemed Bilateral Transactions, with "**Bilateral Transactions**" meaning those Dispositions that the Financing Institution agrees to bilaterally with previously-identified counterparties, outside of the trading systems established in the secondary markets on which the Covered Shares are traded, on which there are no bookbuilding activities or dissemination of the Disposition among potential investors, and the operational implementation of which must be made by means of a special stock exchange transaction as provided in Royal Decree 1416/1991 of September 27 on Special Stock Exchange Transactions and on the Non-Exchange Transfer of Listed Securities and Weighted Average Changes, and the regulations thereunder (Ministerial Order of December 5, 1991 on Special Stock Exchange Transactions and Circular 3/1991 of December 18 of the National Securities Market Commission), or any legal provisions that hereafter replace it.

FCC's participation in carrying out a Disposition shall occur as provided below:

(i) If the Disposition is carried out by means of a Market Placement:

(a) during the time of the Market Placement procedure, FCC shall have the right at any time to access the book of offers to purchase the Covered Shares covered by the Disposition; and

(b) upon the closing of the book of offers to purchase, the relevant Financing Institution, together with FCC, shall proceed to evaluate the offers received and, applying standards of quality and investment stability, shall jointly decide to either totally or partially accept or to reject any of such offers. Notwithstanding the foregoing, FCC may not reject any purchase offer received if it would cause economic harm for the corresponding Financing Institution.

(ii) If the Disposition is made by means of an ABB, upon closing the book of proposed purchases, the Financing Institution shall show such book to FCC, which may evaluate the offers received and, applying standards of quality and stability of the investment, tell the Financing Institution which it believes should be accepted totally or partially, or be rejected, and which requests the Financing Institution may reject to the extent they involve (i) a delay in the implementation of the ABB; or (ii) economic prejudice for the respective Financing Institution.

(e) *<u>Roadshow for Market Placements</u>:* FCC and the Financing Institution that intends to make a Disposition through a Market Placement shall have the right to carry out a roadshow for FCC of at least three days in duration prior to commencing the Market Placement process, upon the following terms:

(i) If FCC decides to have a roadshow, the following rules shall apply:

— FCC must notify the relevant Financing Institution of its decision to have a roadshow within 2 Business Days following receipt of the notice from the Financing Institution of its intent to make a Disposition.

— The Financing Institutions shall have the right to participate in such roadshow. If they decide to exercise such right, they must so notify FCC on the Business Day following the date of receive of the notice from FCC referred to in the preceding paragraph.

— The roadshow must occur within 7 Business Days following receipt of the notice from FCC.

— Upon the passage of period of 7 Business Days, the Financing Institution may begin taking the steps to make the Disposition.

(ii) If the Financing Institution that wishes to make a Disposition decides to have a roadshow, the following rules shall apply:

— FCC undertakes to participate in a roadshow if so requested by the Financing Institution, provided that such Financing Institution notifies FCC of its intention to make a Disposition and to have the roadshow at least 7 Business Days prior to the date on which it plans to commence the steps to carry out the Disposition.

— Notwithstanding the foregoing, FCC shall not be required to participate in any roadshow if more than 1 month has not passed between the holding of the last roadshow with respect to a Market Placement and the holding of the new roadshow.

(f) Solely for purposes of clarification, it is stated for the record that the provisions of this Clause 2 shall only apply within the context of Dispositions. Therefore, the transfer of or legal acts with respect to the concept of "Disposition" regarding shares of FCC other than the Covered Shares shall not be subject to the restrictions set forth in this Clause.

## 3 Notice

Pursuant to the provisions of Section 530 et seq. of the Companies Act, the Clauses regarding the Lock-Up and orderly sale of the shares of FCC referred to in Clauses 1 and 2 above must be communicated to the CNMV, deposited with the Commercial Registry and published as a significant event (*hecho relevante*), with the Parties agreeing that FCC shall take such actions within a period of 10 Business Days following the entry into force of this Agreement.