

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3739184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ABENGOA BIOENERGY NEW TECHNOLOGIES, LLC	02/01/2016

RECEIVING PARTY DATA

Name:	ARMSTRONG TEASDALE LLP
Street Address:	7700 FORSYTH BLVD.
Internal Address:	SUITE 1800
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63105

PROPERTY NUMBERS Total: 21

Property Type	Number
Application Number:	14399630
Application Number:	14208057
Application Number:	12747992
Application Number:	13266231
Application Number:	13056074
Application Number:	13236272
Application Number:	13100839
Application Number:	13014327
Application Number:	13625525
Application Number:	13625529
Application Number:	12181565
Application Number:	12181596
Application Number:	12181640
Application Number:	12181666
Application Number:	13764956
Application Number:	12181724
Application Number:	13445392
Application Number:	12361103
Application Number:	12361149

PATENT

Property Type	Number
Application Number:	14209223
Application Number:	14382983

CORRESPONDENCE DATA

Fax Number: (314)612-2307

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-621-5070

Email: uspatents@armstrongteasdale.com

Correspondent Name: RICHARD A. SCHUTH

Address Line 1: ARMSTRONG TEASDALE LLP

Address Line 2: 7700 FORSYTH BLVD., SUITE 1800

Address Line 4: ST. LOUIS, MISSOURI 63105

ATTORNEY DOCKET NUMBER: 29025-202

NAME OF SUBMITTER: RICHARD A. SCHUTH

SIGNATURE: /Richard A. Schuth/

DATE SIGNED: 02/15/2016

Total Attachments: 19

source=ABNT Security Agreement-22440587#page1.tif
source=ABNT Security Agreement-22440587#page2.tif
source=ABNT Security Agreement-22440587#page3.tif
source=ABNT Security Agreement-22440587#page4.tif
source=ABNT Security Agreement-22440587#page5.tif
source=ABNT Security Agreement-22440587#page6.tif
source=ABNT Security Agreement-22440587#page7.tif
source=ABNT Security Agreement-22440587#page8.tif
source=ABNT Security Agreement-22440587#page9.tif
source=ABNT Security Agreement-22440587#page10.tif
source=ABNT Security Agreement-22440587#page11.tif
source=ABNT Security Agreement-22440587#page12.tif
source=ABNT Security Agreement-22440587#page13.tif
source=ABNT Security Agreement-22440587#page14.tif
source=ABNT Security Agreement-22440587#page15.tif
source=ABNT Security Agreement-22440587#page16.tif
source=ABNT Security Agreement-22440587#page17.tif
source=ABNT Security Agreement-22440587#page18.tif
source=ABNT Security Agreement-22440587#page19.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of February 1, 2016, by and between, ABENGOA BIOENERGY NEW TECHNOLOGIES, LLC, a Missouri limited liability company with a business address of 16401 Swingley Ridge Road #700, Chesterfield, Missouri 63017 ("Debtor"), and ARMSTRONG TEASDALE LLP, a Missouri limited liability partnership with an address of 7700 Forsyth Blvd., Suite 1800, St. Louis, Missouri 63105 ("Secured Party").

WITNESSETH:

WHEREAS, Debtor has previously requested from Secured Party, and Secured Party has previously provided to Debtor at such request, certain legal services to and for the benefit of Debtor; and

WHEREAS, Secured Party has invoiced Debtor, or related entities, for such services as evidenced by the invoices and the amounts set forth thereon which are more fully described on Exhibit A, which is attached hereto and incorporated herein by this reference (collectively, the "Invoices"); and

WHEREAS, Debtor acknowledges that it is liable for the Invoices and Debtor has failed to pay the Invoices to Secured Party; and

WHEREAS, as a result of such failure, Secured Party is entitled to pursue certain remedies available to Secured Party as against Debtor, at law or in equity, in order to enforce the payment and collection of such Invoices; and

WHEREAS, Debtor acknowledges that it is indebted to Secured Party in the amount of the Invoices and is obligated to pay the Invoices and further acknowledges that Secured Party is entitled to pursue such remedies available to Secured Party as against Debtor, at law or in equity, in order to enforce the payment and collection of the Invoices; and

WHEREAS, Debtor has requested that Secured Party refrain from pursuing such remedies against Debtor and Debtor acknowledges that it would suffer irreparable damage absent Secured Party refraining from pursuing such remedies; and

WHEREAS, Secured Party requires, in consideration of and as a condition precedent to refraining from pursuing any such remedies as against Debtor, an assignment of all of Debtor's right, title and interest in and to the Collateral (as such term is hereinafter defined); and

WHEREAS, Debtor is willing to transfer, assign and convey its rights, title and interest in, to and under the Collateral to Secured Party, subject to the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing, the refrain by Secured Party from exercising its rights and remedies arising from Debtor's failure to pay the Invoices, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees, for the benefit of the Secured Party, as follows:

1. Grant of Security Interest. Debtor hereby transfers, assigns, and grants to Secured Party a continuing and irrevocable security interest and general lien in and to all of the following property and rights of Debtor:

(a) All now owned or hereafter acquired inventions, designs, blueprints, plans specifications, patents, patent applications, certification marks, service marks and trademarks (excluding

those service marks and/or trademarks licensed to Debtor by third parties), trade names, trade secrets, domain names, processes, formulas, goodwill, and copyrights, all applications, reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantors accruing thereunder or pertaining thereto, including, but not limited to, those described on Exhibit B attached hereto. The rights and property described in this Section 1(a) are referred to herein as the "Intellectual Property Collateral."

In addition to, and not by way of limitation of, the grant of a security interest in service marks, trademarks and patents set forth above, Debtor hereby, effective upon the occurrence of an Event of Default (as such term is hereinafter defined) under this Agreement and upon the written demand of Lender, assigns, grants, sells, conveys, transfers title to and sets over to Lender for the benefit of Lender all of Debtor's right, title and interest, whether now or hereafter existing or acquired, in and to such service marks, trademarks and patents.

(b) All proceeds including proceeds and products of all of the foregoing and all additions and accessions to, replacements and substitutions of, insurance policies and payments, condemnation proceeds of, and documents covering all of the foregoing, all property received wholly or partly in trade or exchange for all of the foregoing, and all income, rents, revenues, dividends, distributions, issues, profits, cash or non-cash proceeds and accessions arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein (the "Proceeds").

The Intellectual Property Collateral and Proceeds are collectively referred to herein as the "Collateral." Capitalized terms not otherwise defined herein shall have the same meaning given to them in the Uniform Commercial Code as adopted and in force in the State of Missouri, as from time to time amended (the "Code").

2. Proceeds. The security interests granted to Secured Party in any proceeds or other property arising out of the disposition of the Collateral and anything contained herein or in any financing statement shall not be deemed permission or assent by Secured Party to any sale or disposition of the Collateral except to the extent expressly provided herein.

3. Interest on the Unpaid Invoices. Commencing on February 1, 2016, interest at the rate of 10% per annum shall accrue on the total unpaid balance of the Invoices through and until such a time as the Invoices are paid in full (the "Interest on the Unpaid Invoices").

4. Indebtedness Secured. The security interest granted hereby is to secure payment in full of: (i) the Invoices; (ii) the Interest on the Unpaid Invoices; (iii) any and all sums from time to time due from Debtor to Secured Party, whether evidenced by the Invoices or any other invoices submitted by Secured Party to Debtor, or any other instruments evidencing the indebtedness of Debtor to Secured Party and the full and complete performance of all agreements and documents executed or delivered pursuant to any indebtedness due from Debtor to Secured Party, all as same may be amended, modified or extended from time to time, (iv) any other indebtedness of Debtor, whether evidenced by instruments executed by Debtor or not, payable and owing to Secured Party, (v) all advances made by Secured Party to discharge taxes or levies on, or made for repairs to, maintenance of, or insurance on, the Collateral, (vi) all other present or future, direct or contingent, liabilities of Debtor to Secured Party of any nature whatsoever, and (vii) all costs and expenses incurred in maintaining the foregoing, the collection of the foregoing, including but not limited to the costs and expenses incurred by Secured Party in connection with the liquidation of any of the Collateral via foreclosure or otherwise, representation in any bankruptcy

proceedings and attorney's fees relating to any of the foregoing (all of the above being referred to, collectively, as the "Obligations"). Nothing herein, requires Secured Party to maintain the collateral prior to exercising its remedies herein.

It is the true, clear, and express intention of Debtor that the continuing grant of this security interest remain as security for payment and performance of the Obligations, whether now existing, or which may hereinafter be incurred, or whether or not contemplated by the parties at the time of the granting of this security interest. The notice of the continuing grant of this security interest, therefore, shall not be required to be stated on the face of any document representing any Obligations, nor otherwise identify it as being secured hereby; and if such Obligations shall remain, or become that of less than all of Debtors herein, any Debtor not liable therefrom hereby expressly hypothecates his, her, its or their ownership interest in the Collateral to the extent required to satisfy the Obligations, without restriction, or limitation. Any Obligations shall be deemed to have been made pursuant to Section 400.9-204 of the Code.

5. Debtor's Name, Place of Business and Location of Collateral. Debtor's: (i) chief executive office is listed in Exhibit C attached hereto; (ii) its State of organization or incorporation is Missouri and Debtor shall not change its State of incorporation or organization until such time as all outstanding Obligations have been satisfied in full; and (iii) its exact legal name is as first provided above.

6. Collateral Use. The Collateral shall be kept in good order and repair and Debtor will not permit waste or do anything to materially impair the value of the Collateral or any part thereof or use or permit others to use the Collateral in violation of any insurance policy covering the Collateral or any statute, ordinance or state or federal regulation. Debtor shall give Secured Party immediate written notice of any damage, destruction, theft, loss or the occurrence of any event which impairs the value of the Collateral.

7. Adverse Security Interests and Liens. Except for the security interest granted hereby, Debtor is, or, to the extent that the Collateral will be acquired after the date hereof, will be, the owner of the Collateral free from any and all liens, security interests or encumbrances; Debtor shall not transfer or assign any interest in this Agreement or the Collateral; and Debtor, at Debtor's expense, will defend the Collateral against all claims and demands of all other persons at any time claiming the same or an interest therein. There is no financing statement now on file in any public office covering the Collateral, or intended so to be, or in which Debtor is named or signed as debtor, and Debtor will not execute and there will not be on file in any public office any financing statement or statements covering the Collateral except the financing statement to be filed in respect of and for the security interest in Secured Party hereby granted or provided for.

8. Records. The records concerning the Collateral will be kept at the address indicated in Section 5 above. Secured Party may inspect such records or the Collateral at any time at any address. Debtor will not remove any part of such records from said location without the prior written consent of Secured Party.

9. Financing Statement and Others Acts. Debtor irrevocably authorizes Secured Party at any time and from time to time to file financing or continuation statements and/or amendments thereto, without the signature of Debtor, and Debtor shall execute and deliver such other instruments and documents as may be requested by Secured Party to perfect, confirm and further evidence the security interest and assignments hereby granted and shall pay the fees incurred in filing all such financing statements or other instruments or documents. If any applicable law requires the registration of the Collateral or the issuance of a certificate of title therefor or both, Debtor agrees to promptly comply with such law(s) and shall cause notice of the security interest of Secured Party to be shown on any such

certificate of title and will join in executing such application for the title forms as Secured Party shall require.

Upon request of Secured Party, Debtor will promptly do all other acts and things, and will execute and file all other instruments deemed necessary by Secured Party under applicable law to establish, maintain and continue Secured Party's perfected first priority security interest in the Collateral and to effectuate the intent of this Agreement and will pay all costs and expenses of filing and recording or promptly reimburse Secured Party there for if such costs and expenses are incurred by Secured Party, including the costs of any searches deemed necessary by Secured Party to establish, determine or maintain the validity and the priority of the security interest of Secured Party, and pay or otherwise satisfy all other claims and charges which in the opinion of Secured Party might prejudice, imperil or otherwise affect the Collateral or Secured Party's security interest therein. A photocopy of this Agreement shall be deemed an original for purposes of filing or recording.

10. Taxes and Assessments. Debtor will pay promptly when due all taxes, assessments and other charges levied or assessed upon the Collateral or for its use or operation or upon this Agreement or upon any or other documents evidencing the Obligations.

11. Collateral Certificates and Schedules. Debtor shall furnish to Secured Party from time to time, upon request, written statements, certificates and schedules identifying and describing the Collateral and any additions thereto and substitutions therefor in such detail as Secured Party may reasonably require and certified as to accuracy by the president or chief executive officer of Debtor.

12. Collateral Disposition. Until an Event of Default (as such term is hereinafter defined) hereunder or receipt of contrary instructions from Secured Party, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement or with any policy of insurance thereon;

13. Undertakings by Secured Party. Secured Party may from time to time, at its sole option, and without notice to Debtor, perform any undertaking of Debtor hereunder which Debtor shall fail to perform and take any other action which Secured Party deems necessary for the maintenance or preservation of any of the Collateral or the interest of Secured Party therein and Debtor agrees to forthwith reimburse Secured Party, on demand, for all expenses of Secured Party in connection with the foregoing, together with interest thereon at a per annum rate equal to the highest rate of interest applicable to any of the Obligations, until reimbursed by Debtor and all amounts not so reimbursed shall be added to and become a part of the Obligations. Secured Party may, for the foregoing purposes, act in its own name or that of Debtor and may also act for the purpose of adjusting or settling any policy of insurance on the Collateral, or endorsing any draft received in connection therewith. For all of the foregoing purposes, Debtor hereby grants to any officer of Secured Party its power of attorney, irrevocable so long as any of the Obligations shall be outstanding.

14. Warranties Correct. Debtor hereby warrants and represents that all financial statements, certificates and schedules heretofore and hereafter delivered to Secured Party by or on behalf of Debtor, and any statement and data submitted in writing to Secured Party in connection with this Agreement or any Obligations, are true and correct and fairly present the financial condition of Debtor for the periods involved.

15. Identification of Collateral. Upon request of Secured Party, Debtor will stamp on its records concerning the Collateral, a notation, in form satisfactory to Secured Party, of the security interest of Secured Party hereunder, and when requested by Secured Party, Debtor shall further affix to the Collateral such signs or labels as shall be satisfactory to Secured Party to indicate the security interest of

Secured Party in the Collateral. Upon request of Secured Party at any time, Debtor will deliver to Secured Party lists or copies of all Collateral promptly and will deliver to Secured Party, promptly upon receipt, all proceeds of Collateral received by Debtor, including any proceeds, in the exact form in which they are received. To protect Secured Party's rights hereunder, Debtor will assign or endorse proceeds to Secured Party as Secured Party may request, and hereby constitutes any officer or employee of Secured Party its true and lawful attorney-in-fact, with full power to endorse the name of Debtor upon any invoice, freight or express bill or bill of lading relating to any such accounts, upon drafts against account debtors and assignments and verifications of accounts and notices to account debtors, upon any and every remittance or instrument of payment, including checks, drafts and money orders, and in whatever form received, and to do and perform all other acts and things necessary, proper and requisite to carry out the intent of this Agreement. The power herein granted shall be deemed to be coupled with an interest and shall not be revoked by Debtor until Secured Party has been paid all sums due it, including all proper expenses, with interest. All such items received by Secured Party for the Collateral shall be deposited to the credit of Debtor in an account maintained at Secured Party, as security for the payment of the Obligations. Secured Party may, from time to time in its discretion, (i) apply all of the then existing balance representing collected funds in such deposit account, toward payment of all or any part of the Obligations, whether or not then due, in such order of application as Secured Party, in its sole discretion, may determine, or (ii) permit Debtor to use all or part of said account in the normal course of Debtor's business.

16. Default. Debtor shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions (each of which is an "Event of Default"):

(a) Failure of Debtor to pay any sum due under the Obligations or any liability secured hereby on or before the date upon which such Obligation or liability becomes due and payable, but no later than by May 15, 2016;

(b) Breach or failure to perform by Debtor of any covenant, promise, condition, obligation or liability contained or referred to herein, in the Obligations or in any other agreement to which Debtor and Bank or Bank's affiliates are parties;

(c) The making or furnishing in any manner of any representation, statement or warranty to Secured Party by or on behalf of Debtor in connection with this Agreement, which representation, statement or warranty was false in any material respect when made or furnished;

(d) Any loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral;

(e) Any tax levy, attachment, garnishment, levy or execution or other process issued against Debtor or the Collateral;

(f) Any suspension of payment by Debtor to any creditor or any event or occurrence which constitutes an event of default or which results in the acceleration of the maturity of any obligations of Debtor to others, under any indenture, agreement, undertaking or other instrument;

(g) Merger, consolidation, dissolution, termination of existence, insolvency, business failure, bankruptcy, appointment of a custodian or receiver of any part of the property of Debtor, the commencement of any bankruptcy or insolvency proceedings or any assignment for the benefit of any creditors by or against Debtor or any co-maker, accommodation maker, surety or guarantor of Debtor, or entry of any judgment against any of them, death of Debtor or any guarantor, or failure of any guarantor

or surety of Debtor to provide Secured Party with financial information promptly when requested by Secured Party; or

(h) Determination by Secured Party that a material adverse change has occurred in the financial condition of Debtor from that disclosed in the financial statement of Debtor heretofore furnished to Secured Party, or from the condition of Debtor or the Collateral as heretofore most recently disclosed to Secured Party in any manner.

17. Remedies. Upon the occurrence of any Event of Default under this Agreement, Secured Party may at its option, without notice or demand, declare all Obligations immediately due and payable and Secured Party, upon the occurrence of any Event of Default, may exercise any and all of the rights and remedies of a secured party under the Code. Secured Party may take immediate possession of the Collateral or any part thereof wherever the same may be found, and for said purposes may, and is hereby appointed Debtor's agent and authorized by Debtor to, enter Debtor's premises for the purpose of removing, assembling or taking possession of the Collateral without liability for trespass or any other right of action by reason of taking possession of said Collateral. Whenever the Collateral is in Secured Party's possession, Secured Party may use and operate same as appropriate for the purpose of protecting Secured Party's interest with respect thereto. In addition, if any Collateral shall require rebuilding, repairing, maintenance, preparation, or is in process or other unfinished state, Secured Party shall have the right at its option to do such rebuilding, repairing, preparation, processing or completion of manufacturing on or off Debtor's premises, for the purpose of putting the Collateral in such saleable form as Secured Party shall deem appropriate. Secured Party may require Debtor, at Debtor's expense, to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party. Debtor agrees to pay all costs of Secured Party in the collection of the Obligations and enforcement of rights hereunder, including reasonable attorney's fees and legal expense, and of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. Any notice of any sale, lease, or other disposition, or other intended action by Secured Party shall be deemed reasonable if it is in writing and deposited in the United States mail at least ten (10) days in advance of the intended disposition or other intended action or, with respect to a private sale, at least ten (10) days in advance of the date after which a private sale or sales shall occur, first class postage prepaid, addressed to Debtor at the address set forth in Section 1 hereof or to any other address of Debtor appearing on the records of Secured Party. At any sale, Secured Party may specifically disclaim any warranties including of title or the like. Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale or disposition of the Collateral. Debtor waives all rights to require any marshalling of assets.

Secured Party shall also have the right to apply for and have a receiver appointed by a court of competent jurisdiction, *ex parte*, to enforce its rights and remedies hereunder in order to manage, protect and preserve the Collateral, continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of: (i) all expenses and other charges of such receivership, including the compensation of the receiver, and (ii) the Obligations until a sale or other disposition of such Collateral shall be finally made and consummated.

Secured Party may notify any and all parties obligated on any of the Collateral that the Collateral has been assigned to Secured Party and that all payments thereon are to be made directly to Secured Party. Secured Party may settle, compromise or release, on terms acceptable to Secured Party, in whole or in part, any amounts owing on such Collateral; sue to enforce payments and prosecute any action or proceeding with respect to the Collateral in its own name or the name of Debtor; and extend the time of payment, make allowance and adjustments, and issue credits in its own name or the name of Debtor.

The proceeds of any sale shall be applied in the following order: first, to pay all costs and expenses of every kind for care, safekeeping, collection, sale, delivery or otherwise (including expenses incurred in the protection of Secured Party's title to or lien upon or right in any such property, expenses for legal services of any kind in connection therewith or in making any such sale or sales, insurance, commission for sale and guaranty), then to interest on all Obligations; then to the principal thereof, whether or not such Obligations are due or accrued. Any remaining surplus shall be paid to whomever shall be legally entitled thereto. Application of proceeds as between particular Obligations shall be in the absolute and sole discretion of Secured Party. If the proceeds of any such sales are insufficient to pay all Obligations, Debtor shall remain liable for the deficiency.

18. Inspection. Secured Party or its nominee shall have the privilege at any time, upon reasonable request, of inspecting during reasonable business hours any of the business properties or premises of Debtor and the books and records of Debtor relating not only to the Collateral, or the processing or collecting thereof, but also those relating to its general business affairs and financial condition of Debtor. Debtor further agrees from time to time to furnish such other reports, data and financial statements, in respect of its business and financial condition, as Secured Party may reasonably require.

19. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Unless otherwise required by law, Debtor has the risk of loss of the Collateral, and Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral.

20. Miscellaneous. Debtor and Secured Party further agree as follows:

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflict of laws principles.

(b) Non-Waiver. Waiver of or acquiescence by Secured Party in any Event of Default by Debtor, or failure of Secured Party to insist upon strict performance by Debtor of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other Event of Default, failure or waiver of strict performance, whether similar or dissimilar.

(c) Modifications. No modification of any provision of this Agreement, no approvals required from Secured Party and no consent by Secured Party to any departure therefrom by Debtor shall be effective unless such modification, approval or consent shall be in writing and signed by a duly authorized officer of Secured Party and of Debtor, and the same shall then be effective only for the period and on the conditions and for the specific instances and purposes specified in such writing. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances.

(d) Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(e) Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only

to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(f) Notices. All notices and other communications provided for herein shall, unless otherwise stated herein, be in writing and shall be personally delivered or sent by certified mail, postage prepaid, by prepaid overnight nationally recognized courier, or by facsimile, to the intended party at the address or facsimile number of such party set forth as follows:

If to Secured Party:

Armstrong Teasdale LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105
Attention: Richard Schuth
Facsimile No.: (314) 621-5065

If to Debtor:

Abengoa Bioenergy New Technologies, LLC
16401 Swingley Ridge Road #700
Chesterfield, Missouri 63017
Attention: _____

or at such other address or facsimile number as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective (a) if personally delivered, when delivered, (b) if sent by certified mail, three (3) days after having been deposited in the mail, postage prepaid, (c) if sent by overnight courier, one business day after having been given to such courier, or (d) if transmitted by facsimile, when sent.

(g) Rights and Remedies Cumulative. The rights and remedies of Secured Party under this Agreement are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Secured Party shall have under this Agreement or any other instrument, or at law or in equity. No course of dealing between Secured Party and Debtor or any failure or delay on the part of Secured Party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of Secured Party and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

(h) Security Interest and Pledge Absolute. All rights, including the security interest of Secured Party granted hereunder, and all Obligations, shall be absolute and unconditional irrespective of:

i. any lack of validity or enforceability of the Obligations or any other agreement or instrument relating thereto;

ii. any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Obligations or any agreement or instrument relating thereto; or

iii. any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations.

(i) Costs of Enforcement. In the event that Secured Party shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this Agreement or any

instrument or document delivered pursuant to this Agreement, including the representation of Secured Party in connection with any bankruptcy, reorganization, receivership or any other action affecting creditor's rights, and regardless of whether a suit or action is commenced, Debtor shall pay (or cause to be paid) all of the costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees, and Secured Party may take judgment for all such amounts.

(j) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Secured Party and its successors and assigns and Debtor and its heirs, successors and permitted assigns.

(k) Assignment; Sale of Interest. Debtor hereby consents to Secured Party's participation, sale, assignment, transfer or other disposition, at any time or times hereafter, of this Agreement, or of any portion hereof or thereof, including, without limitation, Secured Party's rights, title, interests, remedies, powers and duties hereunder.

(l) Fees and Expenses. Debtor shall pay all out-of-pocket costs and expenses, including attorneys' fees and expenses, incurred by Secured Party in connection with the preparation of this Agreement and any document or instrument delivered pursuant to or in connection with this Agreement and all related documentation, recording or filing fees. Debtor shall also pay (or cause to be paid) all like costs and expenses incurred by Secured Party in connection with any amendments, waivers, renewals or modifications of or made pursuant to this Agreement or any document or instrument delivered pursuant to or in connection with this Agreement and all other related documentation.

(m) Reinstatement of Obligations. Debtor expressly agrees that to the extent a payment or payments to Secured Party, or any part thereof, are subsequently invalidated, declared to be void or voidable, set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied and any collateral given therefore including this Agreement shall be revived and continued in full force and effect as if said payment had not been made.

(n) Financing Statement. At the option of Secured Party, this Agreement, or a carbon, photographic or other reproduction of this Agreement or of any Uniform Commercial Code financing statement covering the Collateral or any portion thereof, shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.

(o) Controlling Provisions. If any item of Collateral hereunder also constitutes collateral granted to Secured Party under any other mortgage, deed of trust, agreement or instrument, in the event of any conflict between the provisions under this Agreement and those under such other mortgage, agreement or instrument relating to such Collateral, the provision or provisions selected by Secured Party shall control with respect to such Collateral.

(p) Setoff. In addition to any rights now or hereafter granted under the provisions of any applicable law, rule or regulation and, not by way of limitation of any such rights, upon the occurrence of (a) any Event of Default, or (b) any event which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, Secured Party is hereby authorized by Debtor, at any time or from time to time, without notice to Debtor or to any other person, any such notice being hereby expressly waived,

i. to setoff and to appropriate and to apply any and all deposits (general or special, time or demand, including, but not limited to, indebtedness evidenced by certificates of deposit,

in each case whether matured or unmatured) and any other indebtedness at any time held or owing by Secured Party to or for the credit or account of Debtor against and on account of the Obligations, including, but not limited to, all claims of any nature or description arising out of or connected with this Agreement or any instrument or document delivered in connection with or pursuant to this Agreement, irrespective of whether or not (a) Secured Party shall have made any demand under this Agreement or any instrument or document delivered in connection with or pursuant to this Agreement, or (b) Secured Party shall have declared the principal of and interest on amounts under this Agreement or any instrument or document delivered in connection with or pursuant to this Agreement to be due and payable as permitted pursuant to this Agreement or any instrument or document delivered in connection with or pursuant to this Agreement, and although the Obligations shall be contingent or unmatured, and

ii. pending any such setoff or appropriation or application, to hold the amounts of all deposits as collateral and to return as unpaid any or all checks drawn against such deposits that are presented for payment as Secured Party in its sole discretion shall decide.

(q) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned individually as fully and completely as if all had signed but one instrument so that the joint and several liability of each of the undersigned hereunder shall be unaffected by the failure of any of the undersigned to execute any or all of the said counterparts.

(r) Consent to Forum. **DEBTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN THE CITY OF ST. LOUIS OR ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION. DEBTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. DEBTOR FURTHER AGREES NOT TO ASSERT AGAINST BANK (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY BANK) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS AGREEMENT, BANK'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.**

(s) Waiver of Jury Trial. **DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH BANK ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OBLIGATIONS OR BANK'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.**

(t) Mo.Rev.Stat. § 432.047 Statement. The following notice is given pursuant to Section 432.047 of the Missouri Revised Statutes: nothing contained in such notice shall be deemed to limit or modify the terms of this Agreement. As used herein the term "Borrower" means Debtor, the term "Creditor" means Secured Party, and the terms "the credit agreement" and "this writing" mean this Agreement and the other loan documents: **"ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE**

STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE
IN WRITING TO MODIFY IT.”

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of February 1, 2016.

DEBTOR:

ABENGOA BIOENERGY NEW TECHNOLOGIES,
LLC, a Missouri limited liability company

By: _____
Name: Antonio José Vallespí
Its: CEO

SECURED PARTY:

ABENGOA BIOENERGY NEW TECHNOLOGIES,
LLC, a Missouri limited liability company

By: _____
Name: Antonio José Vallespí
Its: CEO

EXHIBIT A

Listing of Invoices

29025 - Abengoa Bioenergy New Technologies, LLC			
Bill Number	Bill Date	Truncated Matter Name	Total
1909523	5/31/2015		6,921.58
1919824	6/30/2015		9,245.78
1919826	6/30/2015		160.28
1924257	7/30/2015		94.92
1924257	7/30/2015		94.92
1935966	8/13/2015		160.00
1935966	8/13/2015		2,147.00
1935966	8/13/2015		160.00
1935966	8/13/2015		1,547.66
1935966	8/13/2015		(525.50)
1940055	9/18/2015		2,555.98
1940055	9/18/2015		3,817.43
1940055	9/18/2015		891.99
1940055	9/18/2015		(198.32)
1941185	9/18/2015		160.14
1947619	10/30/2015		1,286.70
1947619	10/30/2015		4,763.07
1947619	10/30/2015		150.28
1947619	10/30/2015		3,536.90
1947619	10/30/2015		611.72
1947619	10/30/2015		4,942.77
1947619	10/30/2015		537.46
1947619	10/30/2015		1,449.40
1947619	10/30/2015		1,129.36
1948574	10/30/2015		146.86
1948574	10/30/2015		130.62
1955872	11/19/2015		17,014.96
1957198	11/20/2015		160.28
1957198	11/20/2015		1,375.10
1957198	11/20/2015		160.00
1957198	11/20/2015		1,282.28
1962309	11/12/2015		7,003.26
1963312	11/30/2015		3,693.28
1963312	11/30/2015		379.54
1963312	11/30/2015		125.73

1963312	11/30/2015		2,987.75
1963312	11/30/2015		150.00
1963312	11/30/2015		6,000.00
1963312	11/30/2015		150.00
1963312	11/30/2015		150.00
1963312	11/30/2015		150.00
1963312	11/30/2015		5,142.52
1963312	11/30/2015		6,000.00
1963313	11/30/2015		6,664.77
1963579	12/3/2015		267.00
1963579	12/3/2015		1,701.00
1963579	12/3/2015		252.00
1963579	12/3/2015		336.00
1963579	12/3/2015		8,873.50
1963579	12/3/2015		9,130.50
1963579	12/3/2015		800.00
1963580	12/3/2015		1,589.56
1977206	1/28/2016		531.14
1977206	1/28/2016		700.14
1977206	1/28/2016		731.14
1977206	1/28/2016		1,100.14
1977206	1/28/2016		800
1977206	1/28/2016		1,116.12
1977206	1/28/2016		6,160.00
1977206	1/28/2016		160.42
1977206	1/28/2016		633.04
1977206	1/28/2016		220.14
1977206	1/28/2016		513.74
1977206	1/28/2016		191.14
1977206	1/28/2016		787.65
1977206	1/28/2016		1,600.60
1977206	1/28/2016		220.14
1977206	1/28/2016		885.62
Total Balance Due			143,809.20

Title	Country	Serial No.	Patent Number	Assignee/ Owner	Status
HIGH EFFICIENCY ETHANOL PROCESS AND HIGH PROTEIN FEED CO-PRODUCT	US	14/399630		Abengoa Bioenergy New Technologies, LLC	Published
METHOD FOR ADDING ENZYMES TO OBTAIN HIGH ETHANOL YIELD FROM CEREAL MASH	US	14/208057		Abengoa Bioenergy New Technologies, LLC	Allowed
QUALITY AND VALUE OF CO-PRODUCTS OF THE ETHANOL PRODUCTION INDUSTRY	US	12/747992		Abengoa Bioenergy New Technologies, LLC	Published
HIGH EFFICIENCY ETHANOL PROCESS AND HIGH PROTEIN FEED CO-PRODUCT	US	13/266231		Abengoa Bioenergy New Technologies, LLC	Published
METHOD FOR PRODUCING ETHANOL AND CO-PRODUCTS FROM CELLULOSIC BIOMASS	US	13/056074		Abengoa Bioenergy New Technologies, LLC	Allowed
METHOD FOR PRODUCING ETHANOL AND CO-PRODUCTS FROM CELLULOSIC BIOMASS	US	13/236272	8545633	Abengoa Bioenergy New Technologies, LLC	Granted

Title	Country	Serial No.	Patent Number	Assignee/ Inventor	Status
PROCESS FOR RECOVERY OF VALUES FROM A FERMENTATION MASS OBTAINED IN PRODUCING ETHANOL AND PRODUCTS THEREOF	US	13/100839	8956460	Abengoa Bioenergy New Technologies, LLC	Granted
METHOD AND APPARATUS FOR TREATING A CELLULOSIC FEEDSTOCK	US	13/014327	9127325	Abengoa Bioenergy New Technologies, LLC	Granted
SOAK VESSELS AND METHODS FOR IMPREGNATING BIOMASS WITH LIQUID	US	13/625522		Abengoa Bioenergy New Technologies, LLC	Published
METHODS FOR CONTROLLING PRETREATMENT OF BIOMASS	US	13/625525	9115214	Abengoa Bioenergy New Technologies, LLC	Granted
METHODS FOR CONDITIONING PRETREATED BIOMASS	US	13/625529		Abengoa Bioenergy New Technologies, LLC	Published
METHOD AND APPARATUS FOR CONVEYING A CELLULOSIC FEEDSTOCK	US	12/181565	8900370	Abengoa Bioenergy New Technologies, LLC	Granted
METHOD AND APPARATUS FOR CONVEYING A CELLULOSIC FEEDSTOCK	US	12/181596	9010522	Abengoa Bioenergy New Technologies, LLC	Granted
METHOD AND APPARATUS FOR TREATING A CELLULOSIC FEEDSTOCK	US	12/181640	8778084	Abengoa Bioenergy New Technologies, LLC	Granted

Title	Country	Serial No.	Patent Number	Assignee/ Owner	Status
METHOD AND APPARATUS FOR TREATING A CELLULOSIC FEEDSTOCK	US	12/181666	8449680	Abengoa Bioenergy New Technologies, LLC	Granted
APPARATUS FOR TREATING A CELLULOSIC FEEDSTOCK	US	13/764956		Abengoa Bioenergy New Technologies, LLC	Published
METHOD AND APPARATUS FOR CONVEYING A CELLULOSIC FEEDSTOCK	US	12/181724	8911557	Abengoa Bioenergy New Technologies, LLC	Granted
METHOD AND APPARATUS FOR CONVEYING A CELLULOSIC FEEDSTOCK	US	13/445392	8915644	Abengoa Bioenergy New Technologies, LLC	Granted
METHOD AND APPARATUS FOR CONVEYING A CELLULOSIC FEEDSTOCK	US	12/361103	9033133	Abengoa Bioenergy New Technologies, LLC	Granted
METHOD AND APPARATUS FOR CONVEYING A CELLULOSIC FEEDSTOCK	US	12/361149	9004742	Abengoa Bioenergy New Technologies, LLC	Granted
METHODS FOR CONVERTING CELLULOSIC WASTE TO BIOPRODUCTS	US	14/209223		Abengoa Bioenergy New Technologies, LLC	Published
METHODS FOR ENHANCING THE RECOVERY OF OIL DURING BIOFUEL PRODUCTION	US	14/382983		Abengoa Bioenergy New Technologies, LLC	Published

Title	Country	Serial No.	Patent Number	Assignee/ Owner	Status
[REDACTED]					

EXHIBIT C

Chief Executive Office

Chief Executive Office:

16401 Swingley Ridge Road #700
Chesterfield, Missouri 63017