

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

ABEINSA HOLDING INC. *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 16-10790 (KJC)

Related Dkt. No. 11

**ORDER AUTHORIZING THE DEBTORS TO REJECT  
CERTAIN UNEXPIRED NONRESIDENTIAL REAL  
PROPERTY LEASES AND GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtors for the entry of an order, authorizing the Debtors to reject the unexpired leases of nonresidential real property listed on Exhibit 1 attached hereto (the “Leases”) and granting certain related relief, and the Court having reviewed the Motion; and a hearing having been held to consider the relief requested in the Motion (the “Hearing”); and the Court having considered the statements of counsel and the evidence adduced with respect to the Motion at the Hearing; and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334, (ii) venue is proper in this District pursuant to 28 U.S.C. § 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iv) the notice of the Motion and the Hearing was sufficient under the circumstances; and due and sufficient notice of the Motion having been given under the particular circumstances and

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<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are as follows: Abeinsa Holding Inc. (9489); Abeinsa EPC LLC (1176); Abencor USA, LLC (0184); Abener Construction Services, LLC (0495); Abener North America Construction, LP (5989); Abengoa Solar, LLC (6696); Inabensa USA, LLC (2747); Nicsa Industrial Supplies LLC (9076); Teyma Construction USA, LLC (0362); Abeinsa Abener Teyma General Partnership (2513); Abener Teyma Mojave General Partnership (2353); Abener Teyma Hugoton General Partnership (7769); Abener Teyma Inabensa Mount Signal Joint Venture (9634); Teyma USA & Abener Engineering and Construction Services General Partnership (6534); Abengoa US Holding, LLC (6871); Abengoa US, LLC (9573); Abengoa US Operations, LLC (1268); Abengoa Bioenergy Biomass of Kansas, LLC (1119); Abengoa Bioenergy Hybrid of Kansas, LLC (9711); Abengoa Bioenergy Technology Holding, LLC (7434); Abengoa Bioenergy New Technologies, LLC (8466).

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

it appearing that no other or further notice is necessary; after due deliberation determined that the relief requested in the Motion is necessary and essential for the Debtors' reorganization and such relief is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as provided herein.
2. The Leases identified on Exhibit 1 attached hereto are hereby rejected as of the Petition Date (the "Rejection Date"). To the extent that the Debtors have not relinquished control of the premises (the "Premises") by notifying the affected landlord of the Debtors' surrender of the premises and returning keys, key codes, and security codes, if any, to the affected landlord by the Rejection Date, the Debtors shall be obligated to pay the affected landlord daily rent for each day that the Debtors remain in possession of the Premises.
3. The Debtors' rejection of the Leases pursuant to section 365(a) is an exercise of the Debtors' sound business judgment and is in the best interest of the Debtors' estates and creditors.
4. The Debtors reserve their rights to assume, assign, or reject other unexpired leases and executory contracts and nothing herein shall be deemed to affect such rights.
5. The Debtors shall serve this Order on the landlords that are counterparties to the Leases (the "Landlords") within three (3) business days of the entry of this Order. The Landlords will have the later of (a) 90 days after service of this Order, and (b) any deadline set for filing claims in these Chapter 11 Cases to file a proof of claim for any rejection damages resulting from the rejection of the Leases.

6. The Debtors are authorized, but not directed, to abandon any personal property remaining on the premises of the Leases as of the Rejection Date (the “Abandoned Property”) without any liability to the Debtors’ estates with respect to the abandonment. The Landlord or its designee shall be free to dispose of same without liability to any party.

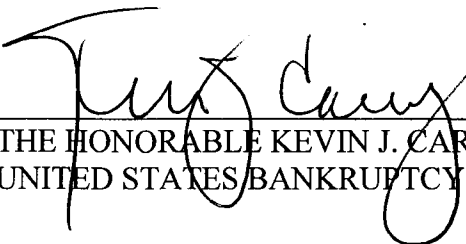
7. The Landlords are prohibited from setting off or otherwise using any amounts deposited by the Debtors with any such Landlord as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by such Landlord under the Leases or other agreements between the same parties, without further order of this Court.

8. The Debtors are authorized to take all the actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. The terms of this Order shall be immediately effective and enforceable upon entry.

10. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: April 07 2016  
Wilmington, Delaware

  
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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

**LEASES TO BE REJECTED**

<b>ALL OF THE FOLLOWING LEASES ARE REJECTED TOGETHER WITH ALL ANCILLARY AND COLLATERAL DOCUMENTS, AMENDMENTS, EXHIBITS, MODIFICATIONS, REVISIONS, SUPPLEMENTS, SUBLEASES, GUARANTEES, RIDERS, ATTACHMENTS, SCHEDULES, SIDE LETTERS AND THE LIKE</b>			
<b>Counterparty/Landlord</b>	<b>Counterparty Address</b>	<b>Title/Description of Agreement</b>	<b>Property to be Abandoned</b>
1000-1100 Wilson Owner, LLC	1000 Wilson Boulevard Arlington, VA 22209-3927	Lease Agreement	Office furniture, including but not limited to chairs, desks, lateral files, lobby furniture, conference tables, workstations
Phoenix Plaza PT, LLC	2901 N Central Avenue Phoenix, AZ 85012	Office Lease Agreement by and between Phoenix Plaza PT LLC, as Landlord and Abeinsa EPC LLC, as Tenant dated as of December 2013	Office furniture, including but not limited to chairs, desks, lateral files, lobby furniture, conference tables, workstations