

TERMS AND CONDITIONS OF THE SENIOR SECURED NOTES

ISSUED BY

ARCHIMEDE INVESTMENTS S.R.L.

(a limited liability company incorporated under the laws of the Republic of Italy)

Senior Secured Notes 2032 (the “Notes”)

Euro 10,000,000.00 – due December 2032

Issue price on the Issue Date 100.00% (one hundred per cent.)

ISIN CODE

IT0005408122

Archimede Investments S.r.l.

Registered office: Caltanissetta (CL) Corso Umberto I n. 211 – 93100 (Italy)

VAT No.: 02062150855

Quota capital: Euro € 10,000.00 (paid in for Euro 2,500.00)

Reserves of the Issuer as at the Issue Date: Euro 0.00

The following is the text of the terms and conditions (the “**Terms and Conditions**”) of the Notes issued by Archimede Investments S.r.l. (the “**Issuer**”) on June 3, 2020 (the “**Issue Date**”), pursuant to articles 2483 of the Italian civil code (the “**Italian Civil Code**”).

In these Terms and Conditions:

1. DEFINITIONS

“**Accounts**” means each of:

- (a) the Proceeds Account;
- (b) the Cash Trap Lockup Account;
- (c) the Debt Service Reserve Account;
- (d) the Maintenance Reserve Account;
- (e) the Distribution Account;
- (f) each Existing GSE Account;
- (g) each SPV Account; and
- (h) any other account opened in accordance with the Conditions.

“**Account Bank**” means Banca Finanziaria Internazionale S.p.A., with registered office at Via Vittorio Alfieri, 1 - 31015 Conegliano (Tv), VAT No. 04977190265 – Agency of Milan, Via Manzoni 5, 20121 Milan.

“**Additional Amount**” has the meaning ascribed to it in Condition 7(xiv).

“**ADSCR**” means, in respect of any Calculation Date falling after the Interest Payment Date falling in June 2021 both:

- 1) the historic Annual Debt Service Coverage Ratio, being the ratio of A:B where:
 - A. is Cash Available for Debt in respect of the 12 month period ended on the Interest Payment Date immediately preceding the relevant Calculation Date; and
 - B. is the aggregate of (i) the amounts of Principal Amount Outstanding of the Notes to be redeemed and (ii) the Financial Costs due, on the Notes on the two Interest Payment Dates immediately preceding the relevant Calculation Date,

and

2) the forward Annual Debt Service Coverage Ratio, being the ratio of A:B where:

- A. is Cash Available for Debt in respect of the 12 month period beginning on such Calculation Date determined on the basis of the Base Case; and
- B. is the aggregate of (i) the amounts of Principal Amount Outstanding of the Notes to be redeemed and (ii) the Financial Costs due, on the Notes of the 12 months period beginning on the relevant Calculation Date.

“**ADSCR Trigger**” means that the ADSCR is less than or equal to 1.20x (one point twenty times) on any Calculation Date falling after the Interest Payment Date falling in June 2021.

“**Annex A**” means annex A hereto.

“**Annex B**” means annex B hereto.

“**Annex C**” means annex C hereto.

“**Annex D**” means annex D hereto.

“**Annex E**” means annex E hereto.

“**Annex F**” means annex F hereto.

“**Annex G**” means annex G hereto.

“**Anti-Corruption Laws**” means any anti-corruption laws and regulations applicable to the Issuer, including laws and measures implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the United Nations Convention Against Corruption.

“**Anti-Money Laundering Laws**” means Italian legislative decree No. 231, of 21st November 2007, as subsequently amended and supplemented, and any anti-money laundering laws and regulations applicable to the Issuer.

“**Aronne**” means Aronne S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder established under the laws of Italy, with registered office located at Corso Umberto I No. 211, Caltanissetta (CL), VAT No. 01810310852, with a fully paid-in share capital of Euro 10.000,00, fully owned by the Issuer as at the Issue Date..

“**Arranging Fee**” has the meaning ascribed thereto in the Fee Letter.

“**Assets**” means of all inventory, work in progress, accruals, trade and other receivables, the tangible and intangible assets and/or shares and financial instruments held by the Issuer or each SPV, as applicable.

“**Assignment of Issuer Claims**” means the assignment by way of security in favour of the Noteholders by the Issuer of receivables arising from the relevant Project Documents.

“**Assignment of SPV Claims**” means each assignment by way of security in favour of the Noteholders by the relevant SPV of receivables arising from the relevant O&M Agreement and the MSA (and from any PPA if executed).

“**Assignment of GSE Agreements**” means the assignment of the Tariff arising from the GSE Agreements.

“**Assignment of Insurance Proceeds**” means any assignment by way of security in favour of the Noteholders of receivables arising from the Insurance Policies, which may be entered into as an alternative to the Endorsement of Insurance Policies.

“**Authorization**” means an authorization, including the consent, approval, resolution, license, exemption, filing, notarization or registration necessary to (i) build, operate and maintain the Plants and all activities related thereto and (ii) run the business in which the Issuer and each

SPV is engaged as well as for the obtaining and keeping in place of the related incentive, GSE Agreement and/or Tariff.

“**Base Case**” means the agreed financial model published on the website of the Issuer and contained in a CD Rom initiated by the director(s) of the Issuer based on *inter alia* Technical Assumptions and Economic Assumptions, deposited with, and available at the registered office of, the Noteholders’ Representative or any other custodian agreed by the Issuer and the Noteholders, as updated in accordance with Annex A. The Base Case will be defined 5 (five) Business Days before the Issue Date CD Rom factoring the Mid-Swap Rate and Reference Rate showing that the Base Case levels are met including tax and accounting assumptions, whereby the average and minimum ADSCRs are at least 1.30x (one point thirty times), and average LLCR at least 1.30x (one point thirty times).

“**Business Day**” means a day (other than Saturday or Sunday or a public holiday in Italy or in the United Kingdom) on which banks are generally open for business in Rome, Milan and London and TARGET2 (or any successor thereto) is open.

“**Calculation Agency Agreement**” means the agreement to be entered into between the Issuer and the Calculation Agent for the services to be rendered by this latter under the Notes.

“**Calculation Agent**” means Securitisation Service S.p.A. with registered office at Via Alfieri 1, Conegliano Veneto (TV), VAT No. 03546510268.

“**Calculation Date**” means a Business Day falling 7 (seven) Business Days following each Interest Payment Date, starting from the Interest Payment Date falling in June 2021.

“**Capital Increase**” any cash subscription for shares (*aumento di capitale*) of, or any other form of equity contribution (*versamento in conto capitale*) to the Issuer by the Shareholders.

“**Cash Available for Debt**” means, in respect of any period, A minus B, where:

- (i) A is the aggregate Project Revenues expected to be received by the SPVs (without double counting) during the relevant period of calculation; and
- (ii) B is the aggregate of all amounts payable by the SPVs during the relevant period of calculation in respect of Operating Costs expected to be paid by the SPVs and the Issuer (without double counting).

“**Cash Pooling Agreement**” means the cash pooling agreement to be entered into, upon instructions of the Noteholders, among the Account Bank, the Issuer and the SPVs.

“**Cash Trap Lockup Account**” means the bank account having IBAN No. IT81 Y 03266 61620 000014058291 opened by the Issuer with the Account Bank.

“**Change of Control**” shall mean any event or circumstance in which (i) any Person, other than a Relevant Person, acquires Control of the Issuer or (ii) any SPV ceases to be directly Controlled 100% (one hundred per cent.) by the Issuer, provided that the Issuer shall not sell or otherwise dispose, in any case, of any participation in the SPVs.

“**Closing Documents**” means the First Stage Closing Documents and the Second Stage Closing Documents.

“**Closing Period**” means the period starting from the day after the Issue Date (included) and ending on June 25, 2020 (included).

“**Condition**” means the relevant clause of the present Terms and Conditions.

“**CONSOB**” means the *Commissione Nazionale per le Società e la Borsa*.

“**Control**” or “**control**” means, in respect of the Issuer and any SPV:

- (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

- (A) cast, or control the casting of, more than 49.99% (forty nine point ninety nine per cent.) of votes that might be cast at a general ordinary meeting of the Issuer or any SPV, as applicable; or
 - (B) appoint or remove (whether as a result of the exercise of dominant influence in accordance with Article 2359, paragraph 1, numbers 2 and 3, of the Italian Civil Code or its equivalent under the relevant applicable laws (“**Dominant Influence**”) or otherwise) all of, or the majority of, the members of the board of directors (or other equivalent body) of the Issuer or any SPV, as applicable; or
 - (C) give directions with respect to the operating and financial policies of the Issuer or each SPV, as applicable, with which the members of the Issuer’s or any SPV’s, as applicable, board of directors (or other equivalent body) are obliged to comply; or
- (ii) the ability to exercise Dominant Influence over the Issuer or any SPV, as applicable.

“**Debt Service Reserve Account**” or “**DSRA**” means the bank account having IBAN No. IT36 N 03266 61620 000014058309 opened by the Issuer with the Account Bank.

“**Default Interest**” has the meaning ascribed to it in Condition 5 (*Interest*).

“**Default Early Redemption Date**” has the meaning ascribed to it in Condition 8 (*Events of Default*).

“**Default Early Redemption Request**” has the meaning ascribed to it in Condition 8 (*Events of Default*).

“**Direct Agreements**” means both the O&M Direct Agreements and the MSA Direct Agreement.

“**Distribution**” means:

- (i) any payment of dividends or other distribution (whether in cash or in kind) and any bonus issue or any return of capital (including capital reserves) including any payment in respect, or on the redemption, of any share capital whether at a premium or otherwise;
- (ii) any payment, including by way of set-off of interest, principal or any other amount in respect of Shareholders Loans, including any purchase by the Issuer of any Shareholders Loans; and
- (iii) any payment to be made under the MSA as consideration of the MSA Contractor.

“**Distribution Account**” means the bank account having IBAN No. IT06 Y 03266 61620 000014058283 opened by the Issuer with the Account Bank.

“**Distribution Conditions**” means that each of the following conditions has occurred on an Interest Payment Date, as verified on the immediately following Calculation Date:

- (iv) the proposed Distribution Date falls after the first Calculation Date;
- (v) the Principal Amount Outstanding of the Notes and the Interest Amount due and payable on the relevant Interest Payment Date have been duly paid by the Issuer;
- (vi) no Potential Event of Default or Event of Default has occurred and is continuing or would result from the making of such Distribution;
- (vii) no ADSCR Trigger or LLCR Trigger has occurred and is continuing;
- (viii) no Solo Sole ADSCR Trigger or Solo Sole LLCR Trigger has occurred and is

continuing pursuant to the Solo Sole Bond Terms and Conditions;

- (ix) no Solo Sole Equity Contribution Payment Event has occurred and is continuing under the Solo Sole Bond;
- (x) the Technical Advisor has delivered to the Noteholders the Technical Advisor Operating Report to be delivered, on the last due date of delivery, pursuant to Annex A (*Financial and Reporting Undertakings*);
- (xi) the positive balance of the DSRA is equal to or greater than the DSRA Balance Target;
- (xii) the MRA is credited with the MRA Amount on the relevant Calculation Date;
- (xiii) each O&M has been entered into in a form satisfactory to the Noteholders and is in full force and effect.

“Distribution Date” means each date on which a Distribution is made in compliance with the Distribution Conditions.

“DSRA Balance Target” means an amount equal to (A) Euro 400,000.00 (four hundred thousand/00) starting from the Issue Date (included) until the Calculation Date falling in June 2021 (excluded) and (B) Euro 500,000.00 (five hundred thousand/00) thereafter.

“Early Redemption Date” means, as the case may be, an Optional Early Redemption Date and a Default Early Redemption Date.

“Economic Assumptions” means the economic assumptions (including, without limitation those relating to interest rates, inflation, rates of taxation and VAT) incorporated in the Base Case.

“Electricity Contracts” means:

- (i) any Existing Electricity Contracts;
- (ii) any Ritiro Dedicato Concession or, if no Ritiro Dedicato Concession is in force in relation to a Plant;
- (iii) any PPA.

“Elisur” means Elisur S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder established under the laws of Italy, with registered office located at Corso Umberto I No. 211, Caltanissetta (CL), VAT No. 01810340859, with a fully paid-in share capital of Euro 10.000,00, fully owned by the Issuer as at the Issue Date.

“Endorsement of Insurance Policies” means the endorsement of the Insurance Policies in favour of the Noteholders substantially in the form attached hereto under Annex D, which may be entered into as an alternative to the Assignment of Insurance Proceeds.

“Environmental Law” means any law or regulation which relates to:

- (a) the pollution or protection of the environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any environmental contaminant, including but not limited to, to the extent applicable:
 - (i) the Strategic Environmental Assessment Directive 2001/42/EC;
 - (ii) the Environmental Impact Assessment Directive 2011/92/EU;
 - (iii) the Habitats Directive 92/43/EEC;
 - (iv) the Birds Directive 2009/147/EC;
 - (v) the EU Water Framework Directive 2000/60/EC;
 - (vi) the Pollution Prevention Control Directive 2008/1/EC;

- (vii) the Dangerous Substances Directive 2006/111/EC;
- (viii) the Nitrates Directive 91/676/EEC; and
- (ix) Italian laws and regulations implementing any of the above.

“**Equity Contribution**” means a Capital Increase or Shareholders Loan(s) granted to the Issuer.

“**Equity Contribution Agreement**” means the agreement to be entered into among the Sponsor, the Issuer and the Noteholders whereby, *inter alia*, the Sponsor undertakes to provide the Equity Contributions.

“**EU Insolvency Regulation**” means the European Resolution 2015/848.

“**Event of Default**” has the meaning ascribed to it in Condition 8 (*Events of Default*).

“**Existing Electricity Contracts**” means in respect of each SPV the following agreements:

- (i) the following Ritiro Dedicato Concessions for the sale of energy:
 - a. No. 061327 – for the sale of the energy produced by the Plant operated by Aronne named BS1 (Municipality of Serradifalco - CL);
 - b. No. 061328 – for the sale of the energy produced by the Plant operated by Aronne named BS2 (Municipality of Serradifalco - CL);
 - c. No. 060719 – for the sale of the energy produced by the Plant operated by Aronne named SS1 (Municipality of Serradifalco - CL);
 - d. No. 061326 – for the sale of the energy produced by the Plant operated by Aronne named SS2 (Municipality of Serradifalco - CL);
 - e. No. 035996 – for the sale of the energy produced by the Plant operated by Elisur named Cosentino (Municipality of Caltagirone - CT);
 - f. No. 038426 – for the sale of the energy produced by the Plant operated by Elisur named Amore (Municipality of Caltagirone - CT);
- (ii) the GSE Agreements.

“**Existing GSE Accounts**” means each of the following bank accounts opened and held with UniCredit S.p.A. (VAT. No. 00348170101), Agency of Caltanissetta, Corso Umberto I No. 122:

- (i) Aronne: IBAN IT 52 W 02008 16700 000300687894;
- (ii) Elisur.: IBAN IT 46 T 02008 16700 000300687883.

“**ExtraMOT PRO³**” means the segment for the growth of small and medium-size enterprises which is part of the multilateral trading system (*sistema multilaterale di negoziazione delle obbligazioni*) held and managed by the Italian Stock Exchange and named “ExtraMOT”.

“**ExtraMOT PRO³ Regulation**” means the ExtraMOT PRO³ regulation issued by the Italian Stock Exchange in force from 16 September 2019 as subsequently amended or supplemented.

“**Existing Lender**” means Intesa Sanpaolo S.p.A., VAT. No. 11991500015 (formerly Mediocredito Italiano S.p.A.)

“**Fee Letter**” means the fee letter to be entered into between the Issuer and Foresight Group S.à.r.l.

“**Final Maturity Date**” has the meaning ascribed to it in Condition 4 (*Issue Date and Final Maturity Date*).

“**Financial Costs**” means, with respect to the relevant calculation period, the sum of: (a) the aggregate of the fees due to the Calculation Agent, the Paying Agent, Monte Titoli, the Italian Stock Exchange and any other cost in relation to the management of the Notes not included in the above; (b) interest payable on the Notes; and (c) any amounts due under the Fee Letter.

“**Financial Indebtedness**” means any indebtedness, although not yet due or payable for or in respect of (without double counting):

- (i) any amount arising from any kind of loan, or borrow of moneys borrowed;
- (ii) any amount raised by acceptance under any acceptance credit facility (*credito di firma*);
- (iii) any amount raised pursuant to any note purchase facility or the issuance of bonds, notes, convertible bonds debentures, loan stock or any other financial instrument provided by the applicable law;
- (iv) any amount related to any liability with respect to any lease, or hire purchase contract, which would, in accordance to Italian GAAP, be treated as a finance or capital lease;
- (v) any amount arising from any receivable sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a loan;
- (vii) any derivative transaction entered into for the purpose of the protection against or benefit from fluctuation of any rate or price (and, when calculating the value of any derivative transaction, only the market value shall be taken into account);
- (viii) any counter-indemnity obligation in respect of a corporate guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of a company (other than the Issuer), which liability would fall under one of the other paragraphs of this definition; and
- (ix) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (viii) above.

“First Interest Payment Date” means June 30, 2020.

“First Interest Period” has the meaning ascribed to it in the definition *“Interest Period”*.

“First Stage Closing Documents” means each of the following documents to be entered into among/between the relevant parties on (or within) the Issue Date:

- (i) the Subscription Agreement;
- (ii) the Equity Contribution Agreement;
- (iii) the Fee Letter;
- (iv) the Quota Purchase Agreement (if not executed prior to the Issue Date);
- (v) the MSA;
- (vi) each Direct Agreement;
- (vii) the Calculation Agency Agreement;
- (viii) the Payment Agency Agreement;
- (ix) the Pledge over Issuer Quotas;
- (x) the Pledge over Issuer Accounts;
- (xi) each Pledge over SPV Accounts;
- (xii) each RID Collection Mandate;
- (xiii) each Assignment of SPV Claims; and
- (xiv) the Solo Sole Equity Contribution Agreement.

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“**Foresight Group S.à.r.l.**” means Foresight Group S.à.r.l., Société à responsabilité limitée (*Società a responsabilità limitata*), with registered office in L-2320 Luxembourg, 68-70 Boulevard de la Pétrusse, registration number with the Company Register of Luxembourg with number B220274.

“**Foresight Group S.C.A. SICAV-SIF**” means Foresight Group S.C.A. SICAV-SIF, Société d’Investissement à Capital Variable - Fonds d’Investissement Spécialisé (*Società d’Investimento con Capitale Variabile – Fondo d’Investimento Specializzato*), with registered office in L-2320 Luxembourg, 68-70 Boulevard de la Pétrusse, registration number with the Company Register of Luxembourg with number B220950.

“**Funds Flow Memo**” means the chart showing the Transaction Costs, the Financial Costs, the applicable DSRA Balance Target, the applicable Minimum Positive Balance and the applicable MRA Amount to be paid by the Issuer together with any SPV Loan to be made by the Issuer on the Issue Date and within the Closing Period (as per Annex F).

“**GSE**” means Gestore dei Servizi Energetici (GSE S.p.A.), a company wholly owned by the Ministry of Economy and Finance.

“**GSE Agreements**” means:

- (i) the agreement stipulated by and between Aronne and the GSE No. 002L270190407 in respect of the Plant named BS1;
- (ii) the agreement stipulated by and between Aronne and the GSE No. 002L271620307 in respect of the Plant named BS2;
- (iii) the agreement stipulated by and between Aronne and the GSE No. 002L271622407 in respect of the Plant named SS1;
- (iv) the agreement stipulated by and between Aronne and the GSE No. 002L271618207 in respect of the Plant named SS2;
- (v) the agreement stipulated by and between Elisur and the GSE No. 002L235150007 in respect of the Plant named Cosentino;
- (vi) the agreement stipulated by and between Elisur and the GSE No. 002M249451107 in respect of the Plant named Amore.

“**Insolvency Proceedings**” means any bankruptcy or similar proceeding applicable to any company or other organization or enterprise under the relevant laws of incorporation or operation, and in particular, as for Italian law, under the Italian Bankruptcy Law and including but not limited to the following procedures: *fallimento*, *concordato preventivo*, *liquidazione coatta amministrativa*, and *amministrazione straordinaria delle grandi imprese in stato di insolvenza*.

“**Insurance Advisor**” means Duff & Phelps Italia S.r.l. *a socio unico*, with registered office at Via Monte Rosa 91, 20149 Milan, Italy, VAT no. 12950820154 or any other technical advisor appointed from time to time by the Issuer upon instruction of the Noteholders.

“**Insurance Due Diligence**” means the insurance due diligence on the Plants carried out by the Insurance Advisor in the interest of Foresight Group S.C.A. SICAV-SIF.

“**Insurance Policy**” means any contract of insurance entered into from time to time, in accordance with the provisions of Annex D (*Insurance Policies*), in relation to the Plants.

“**Insurance Proceeds**” means any amount payable to each SPV by the relevant insurance company under the Insurance Policies.

“**Interest Amount**” means the amount payable as interest on the Notes, calculated by the Calculation Agent (or, upon failure by this latter to calculate, by the Noteholders), by applying the Interest Rate on an ACT/ACT ICMA to the then Principal Amount Outstanding of the Notes.

“**Interest Payment Date**” has the meaning ascribed to it in Condition 5 (*Interest*).

“**Interest Period**” means each period from (and including) each Interest Payment Date to (but excluding) the immediately following Interest Payment Date, provided that the first Interest Period will begin (and include) the Issue Date and end on (but exclude) the First Interest Payment Date (the “**First Interest Period**”).

“**Interest Rate**” means, *per annum*, on a ACT/ACT ICMA, (a) the product of 25% (twenty five per cent.) multiplied by the aggregate of (i) the Reference Rate and the (ii) the Margin, *plus* (b) the product of 75% (seventy-five per cent.) multiplied by the aggregate of (i) the Mid-Swap Rate and the (ii) the Margin.

“**Interest Rate Fixing Date**” means, with respect to each Interest Period, the second Business Day preceding the first day of such Interest Period.

“**Intra-Group Loan(s)**” means any loan that might be granted by the Issuer to Solo Sole pursuant to para. 3.2 (*Payments from the Proceeds Account*), item (xii) of Annex C (*Accounts Management*), as “*Equity Contribution*” pursuant to the Solo Sole Equity Contribution Agreement.

“**Issue Date**” has the meaning ascribed to it in Condition 4 (*Issue Date and Final Maturity Date*).

“**Issuer**” means Archimede Investments S.r.l., limited liability company (*società a responsabilità limitata*) incorporated under the laws of the Republic of Italy, with registered office at with registered office located at Corso Umberto I No. 211, Caltanissetta (CL), Italy, quota capital equal Euro 10,000.00 (paid in for Euro 2,500.00), tax code, VAT number and registration number with the Company Register of Caltanissetta (CL) no. 02062150855, REA No. CL - 117333.

“**Italian Bankruptcy Law**” means the Italian Royal Decree no. 267, dated March 16, 1942, as subsequently amended and supplemented.

“**Italian Consolidated Financial Act**” means the Italian Legislative Decree no. 58, dated February 24, 1998, as subsequently amended and supplemented.

“**Italian Stock Exchange**” means Borsa Italiana S.p.A., with registered office in Milan, Piazza degli Affari, 6.

“**Liens**” means any guarantee, mortgage, pledge, charge or lien or privilege on assets (including any form of destination and segregation of assets).

“**Liquidated Damages**” means any sum payable to or received by the relevant SPV in the nature of damages or compensation under, in relation to or in connection with, (i) any Project Document, excluding any Insurance Proceeds, (ii) partial or total nationalization, expropriation or compulsory purchase of any interest in the relevant Plant or (iii) refusal, revocation, suspension or modification of any Authorization.

“**Loan Life Cover Ratio**” or “**LLCR**” means, in respect of any Calculation Date falling after the Interest Payment Date falling in June 2021, the ratio of “A” to “B” where:

- (a) “A” is the aggregate of (1) the net present value (calculated at the weighted average cost of debt of the Issuer under the Notes and discounted on the same manner as in the Base Case) of Cash Available for Debt from the Interest Payment Date immediately preceding the relevant Calculation Date to the Final Maturity Date, and (2) the positive balance(s) (if any) of the DSRA on the Interest Payment Date immediately preceding the relevant Calculation Date; and
- (b) “B” is the Principal Amount Outstanding of the Notes on the Interest Payment Date immediately preceding the relevant Calculation Date.

“**LLCR Trigger**” means that the LLCR is less than or equal to 1.20x (one point twenty times) on any Calculation Date falling after the Interest Payment Date falling in June 2021.

“**Make-Whole Percentage**” means, in respect of the Notes, the greater of:

- (A) 100 (one hundred) per cent.; and
- (B) the amounts equal to the price of the Notes (as reported in writing to the Issuer by the Calculation Agent) expressed as a percentage (and rounded, if necessary, to three decimal places (0.0005 and higher being rounded upwards and otherwise being rounded downwards)) at which the Make-Whole Yield on the relevant Notes is equal to the Make-Whole Rate.

“**Make-Whole Rate**” means the Mid-Swap Rate, as calculated three Business Days prior to the Optional Early Redemption Date, *plus* 0.50% (zero point fifty per cent.).

“**Make-Whole Yield**” means a yield calculated in accordance with the market practice for euro denominated securities of a similar nature to the Notes or on such other basis as the Noteholders and the Issuer, may approve.

“**Maintenance Reserve Account**” or “**MRA**” means the bank account to be opened with the Account Bank upon instructions of the Noteholder to the Issuer and to be operated pursuant to para. 6 of Annex C (*Accounts Management*).

“**Management Service Agreement**” or “**MSA**” means the agreement to be entered into among the Issuer, the SPVs and the MSA Contractor for the management and supervision of the maintenance and operation of the Plants and all administrative, legal and accounting service of each SPV and the Issuer.

“**Margin**” means 4.80% (four point eighty per cent.) *per annum*.

“**Material Adverse Effect**” means, with respect to an event that has already occurred, an effect which results in or is likely to result (in the Noteholders’ opinion, acting in good faith, in accordance with the provisions of article 1375 of the Italian Civil Code) in a material adverse change in: (i) the business, performance, financial conditions, operations of the Issuer; (ii) the operation of each Plant; (iii) the ability of the Issuer to perform any of its payment obligations under the Notes and existing debt financing; or (iv) the legality, validity, priority or enforceability of any obligations or security created by or arising under the Notes and the Security Package.

“**Mid-Swap Rate**” means the linear interpolation of EURO mid-swap rates, as displayed on the Bloomberg screen <ICAE> <GO> as soon as practicable after 11:00 am (London time) up to 5 (five) Business Days before the Issue Date, for terms of year 6 and year 7, commencing on the Issue Date, with floating rate legs based on the 6-month EURIBOR rate, provided that, in case the Mid-Swap Rate calculated pursuant to the present definition would be less than 0 (zero), it will be considered as being equal to 0 (zero); being equal to 0.00% (zero point zero zero per cent.)

“**Minimum Denomination**” has the meaning ascribed to it in Condition 2.1.1 (*Denomination and Price*).

“**Minimum Positive Balance**” means (A) starting from the Issue Date (included) until the Interest Payment date falling in June 2020 (excluded), an amount equal to Euro 604,000.00 (six hundred four thousand/00); (B) starting from the Interest Payment Date falling in June 2020 (included) until the full repayment of the Tremonti Ambientale Restitution Amount to the Tax Authority, an amount equal to Euro 440,000.00 (four hundred forty thousand/00); (C) thereafter, an amount equal to the 25% (twenty-five per cent.) of the Operating Costs expected to be paid by the Issuer in respect of the 12 (twelve) month period beginning on the latest Calculation Date on the basis of the Base Case and latest Operating Budget.

“**Modified Following Business Day Convention - unadjusted**” means, for the First Interest Payment Date and any Interest Payment Date that falls on a day that is not a Business Day, that any payment due on the First Interest Payment Date or such Interest Payment Date will be postponed to the next day that is a Business Day; provided that, if such day would fall in

the next succeeding calendar month, the date of payment with respect to such Interest Payment Date will be advanced to the Business Day immediately preceding such Interest Payment Date.

“**Monte Titoli**” means Monte Titoli S.p.A., with registered office in Milano, Piazza degli Affari, 6.

“**Mortgage**” means each deed of first-rank mortgage over the Site over which each relevant SPV has title.

“**MRA Amount**” means the amount to be determined from time to time by the Technical Advisor, agreed with the Representative of the Noteholders and notified to the Issuer, as this will be evidenced in the Base Case and the updated Base Case.

“**MRA Pledge**” means the pledge to be granted in favour of the Noteholders over the MRA if opened.

“**MSA Contractor**” means the Sponsor.

“**MSA Direct Agreement**” means the direct agreement to be entered into among the Issuer, the SPVs and the MSA Contractor in relation to the Management and Services Agreement.

“**Nominal Amount**” means Euro 10,000,000.00 (ten million/00).

“**Noteholders**” means the beneficial owner(s) of the Notes at any time.

“**Noteholders’ Representative**” has the meaning ascribed to it in Condition 11 (*Meetings of the Noteholders*).

“**Notes**” means the Euro 10,000,000.00 senior secured notes due December 2032, issued by the Issuer.

“**O&M Agreement**” means each operation and maintenance agreement of the relevant Plant to be entered into among the relevant SPV and the O&M Contractor in a form satisfactory to the Noteholders.

“**O&M Contractor**” means Archimede Energia & Servizi S.r.l., a company duly organized and existing under the laws of Italy, with registered office at Caltanissetta, Corso Umberto I 211, tax code, VAT number and registration number with the Company Register of Caltanissetta n. 01881890857, REA No. CL - 105395.

“**O&M Direct Agreement**” means each direct agreement to be entered into among each SPV, the O&M Contractor and the Noteholders in relation to each O&M Agreement.

“**Officer**” means any of the following of the Issuer: the Chairman of the Board of Directors, the Chief Executive Officer, the General Manager, the Chief Financial Officer, or a responsible financial or accounting officer.

“**Officers’ Certificate**” means a certificate signed by two Officers.

“**Operating Budget**” has the meaning ascribed to it in Annex A.

“**Operating Costs**” means:

- (i) before any Default Early Redemption Request is served, all costs and expenses expected to be incurred by the SPVs in connection with the operation, management, maintenance, asset management and repair of the relevant Plant including:
 - (a) operating and maintenance costs and expenses detailed in the Operating Budget and approved by the Technical Advisor in compliance with the provisions of Annex A (*Financial and Reporting Undertakings*);
 - (b) any capital expenditures detailed in the Operating Budget;
 - (c) costs, expenses and fees in connection with the management and administration of the Issuer and the SPVs;

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- (d) costs and expenses due under any Authorization;
- (e) amounts payable under the Project Documents (save for any amount to be paid under the MSA as consideration of the MSA Contractor);
- (f) *premia* payable in respect of Insurance Policies;
- (g) utilities and consumption costs;
- (h) Taxes of the Issuer and the SPVs (including VAT, other than with respect to costs under let. (c) above); and
- (i) all other costs and expenses agreed by the Noteholders, but excluding the following:
 - (i) any costs and fees due by the Issuer or any SPV under the Transaction Documents;
 - (ii) amounts incurred or paid in respect of SPV Loans;
 - (iii) any amounts paid as Distributions to the Issuer;
 - (iv) depreciation, other non-cash charges, reserves, amortization of intangible and similar book-keeping entries in the Issuer and the SPVs balance sheets; and
 - (v) all reinstatement or repair of work that is paid for by physical damage insurance proceeds by the relevant SPV.
- (ii) following the service of a Default Early Redemption Request:
 - a) on each Interest Payment Date, pay, *pro rata*, all costs, charges, fees and expenses of the Noteholders' Representative;
 - b) payment or making a prudent reserve for Taxes;
 - c) pay Interest Amounts and Default Interest (if any) due and payable under the Notes;
 - d) repay the due and payable Principal Amount Outstanding of the Notes;
 - e) pay all costs, charges, fees and expenses (other than Interest Amounts, Default Interest and Principal Amount Outstanding) due and payable under the Notes or for the enforcement of any rights of the Noteholders under the Transaction Documents;
 - f) subject to the prior written consent of the Noteholders' Representative in or towards and any other Operating Costs payable by the Issuer in accordance with the Operating Budget.

“**Optional Early Redemption Date**” has the meaning ascribed to it in Condition 6.4 (*Option Early Redemption*).

“**Paying Agent**” means Banca Finanziaria Internazionale S.p.A., with registered office at via Vittorio Alfieri 1, Conegliano Veneto (TV), VAT no. 04040580963.

“**Payment Agency Agreement**” means the agreement to be entered into between the Issuer and the Paying Agent for the services to be rendered by this latter under the Notes.

“**Permitted Indebtedness**” means (i) the Notes and (ii) any Shareholders Loan.

“**Pledge over Issuer Accounts**” means the pledge over the Accounts opened and held by Issuer (other than the Distribution Account and the Maintenance Reserve Account).

“**Pledge over Issuer Quotas**” means the pledge over the shares of the Issuer.

“**Pledge over SPV Accounts**” means the pledge over the SPV Account and the Existing GSE Account opened and held by each SPV.

“**Pledge over SPV Quotas**” means the pledge over the quotas of each SPV.

“**Plant**” means each of the photovoltaic plants operated by each of the SPVs.

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“Potential Event of Default” means any of the events listed in Condition 8 (*Events of Default*) that, following to a resolution approved by the Noteholders under Condition 12 (*Meeting of the Noteholders*), would result in an Event of Default.

“PPA” means any power purchase agreement that may be entered into by any SPVs, to the extent compliant with the conditions set forth under the Terms and Conditions and the applicable law and regulations.

“Principal Amount Outstanding” means, at any relevant date, the Minimum Denomination *minus* the aggregate of all repayments of principal made on the relevant Note.

“Proceeds Account” means the bank account having IBAN No. IT28 Y 03266 61620 000014058275 opened by the Issuer with the Account Bank.

“Project Documents” means each of the following documents:

- (a) each Transfer Agreement and any other Site/Plant Arrangement;
- (b) any SPV Loan;
- (c) any Intra-Group Loan;
- (d) any O&M Agreement;
- (e) any Electricity Contracts;
- (f) the MSA;
- (g) any Insurance Policy;
- (h) any bond issued in favour of each SPV pursuant to the terms of a Project Document to support the obligations of the relevant SPV’s counterparty under the relevant Project Document;
- (i) the Calculation Agency Agreement;
- (j) the Payment Agency Agreement;
- (k) the Quota Purchase Agreement;
- (l) each Direct Agreement;
- (m) the Security Package;
- (n) the Solo Sole Equity Contribution Agreement;
- (o) all replacements of any of the foregoing.

“Project Revenues” means, in relation to any period, all amounts to be paid to or received by the SPVs:

- (a) under the relevant GSE Agreement and the other Electricity Contracts;
- (b) as Insurance Proceeds (other than Insurance Proceeds in relation to physical damage and liabilities against third parties);
- (c) as Liquidated Damages;
- (d) as interest on the relevant SPV Accounts;
- (e) as Tax refunds (other than VAT refunds); and

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(f) being a revenue from the relevant Plant, not falling in any of the above.

“**QSI**” means Qohelet Solar Italia S.p.A., a joint stock company (società per azioni) incorporated under the laws of the Republic of Italy with registered office in C.so Umberto I, 211 Caltanissetta (CL) (Italy), fully paid in share capital Euro 10,000,000.00, tax code and registration number with the Companies Register of Caltanissetta (CL) no. 01810300853, R.E.A. CL-99903.

“**Qualified Investors**” means the subjects listed in annex II, part I and II of the directive 2014/65/UE (“**Mifid II**”). These subjects are “qualified investors” (*investitori qualificati*) as described in article 100 of the Italian Consolidated Financial Act which, considering the reference to article 34-ter of Consob Regulation No. 11971 dated 14 May 1999 and article 35 of Consob Regulation No. 20307 dated 15 February 2018, are equivalent to “*professional clients*” (*clienti professionali*) under the provisions of Mifid II.

“**Qualified Investors subject to Prudential Supervision**” (*investitori professionali soggetti a vigilanza prudenziale*) means, according to article 2483 of the Italian Civil Code, the professional investors subject to prudential supervision pursuant to special laws.

“**Quota Purchase Agreement**” means the agreement whereby, on or prior to the Issue Date, the Issuer purchased (or will purchase) the whole participation in the SPVs from QSI.

“**Revenue Agency**” means the *Agenzia delle Entrate* or any other tax authority competent in respect of the Borrower pursuant to applicable law.

“**Reference Banks**” means IntesaSanpaolo S.p.A., Unicredit S.p.A, and Banca Nazionale del Lavoro S.p.A.

“**Reference Rate**” means, as calculated by the Calculation Agent (or, upon failure by this latter to calculate, by the Noteholders), (A) with respect to each Interest Period other than the First Interest Period, (a) the interbank offered rate for six month deposits in Euro, as obtained by the Euribor Panel Steering Committee, which appears at or about 11:00 (Brussels Time) of the Interest Rate Fixing Date on Reuters page EURIBOR01, (ACT/360) or (b) if no rate is available at such time on page EURIBOR01 for the purposes of paragraph (a) above, the rate, offered for six-month Euro deposits, corresponding to the arithmetic mean (rounded up to the next sixteenth of a per cent.) of the rates offered by at least two of the Reference Banks of major banks in the Euro-zone inter-bank market at 11:00 (Brussels Time) of the Interest Rate Fixing Date; or (B) with respect to the First Interest Period, the linear interpolation between the two interbank offered rates for deposits in Euro having the closest standard durations by rounding up and down with respect to the duration of the relevant Interest Period, obtained (a) by the Euribor Panel Steering Committee which appears at or about 11.00 a.m. Brussels time of the relevant Interest Rate Fixing Date on Reuters or (b) if no rate is available at such time on Reuters, the rate corresponding to the arithmetic mean (rounded up to the next sixteenth of a per cent.) of the rates offered by at least two of the Reference Banks at 11:00 (Brussels Time) of the relevant Interest Rate Fixing Date; provided that, if have of the above interbank rates shall be substituted by any other rate, such substituting rate will apply. In case the EURIBOR calculated pursuant to the present definition would be less than 0 (zero), it will be considered as being equal to 0 (zero).

“**Relevant Person**” means any of (i) the Sponsor and (ii) any of its Shareholders as at the Issue Date, namely Gaetano Tuzzolino (fiscal code No. TZZ GTN 74D27 B429T) and Gianluca Tumminelli (TMM GLC 73P08 A859N).

“**RID Collection Mandate**” means the irrevocable mandate that shall be conferred to the Noteholders, as a security for the Notes, by any SPV that will enter into a Ritiro Dedicato Concession.

“**Ritiro Dedicato Concessions**” means any concession executed with the GSE for withdrawal of energy produced by a Plant pursuant to the terms and conditions provided for under the ARERA Resolution No. 280/2007.

“Satisfactorily Subordinated” means that:

- (a) the relevant Shareholder Loan is subordinated to the Notes and the shareholder(s) providing such Shareholders Loan has confirmed to the Noteholders that its indebtedness is subordinated to the Notes;
- (b) such Shareholders Loan is unsecured;
- (c) the shareholder(s) providing such Shareholders Loan has no right to receive any payments of any nature whether in respect of interest, principal, fees, indemnities or otherwise;
- (d) the shareholder(s) providing such Shareholders Loan has no contractual right to bring any claim of any nature against the Issuer, instigate any proceedings of any nature against the Issuer, or accelerate payment; and
- (e) the shareholder(s) providing such Shareholders Loan shall not create, incur, assume or permit to exist any Lien thereon, nor dispose of it in favour of any third party different from another shareholder.

“Second Stage Closing Documents” means each of the following documents to be entered into among/between the relevant parties within the Closing Period:

- (i) each O&M Agreement;
- (ii) each SPV Loan;
- (iii) each Assignment of Insurance Proceeds/Endorsement of Insurance Policies;
- (iv) each Transfer Agreement;
- (v) the Assignment of Issuer Claims;
- (vi) each Pledge over SPV Quotas;
- (vii) each Assignment of GSE Agreements;
- (viii) each Mortgage; and
- (ix) each Special Privilege.

“Security Package” means each of the following security granted to the Noteholders to secure the payments of the Issuer under the Notes:

- (i) the Pledge over Issuer Quotas;
- (ii) each Pledge over SPV Quotas;
- (iii) the Pledge over Issuer Accounts;
- (iv) the Pledge over SPV Accounts;
- (v) the MRA Pledge where the MRA is opened;
- (vi) each Assignment of GSE Agreements;
- (vii) each RID Collection Mandate;
- (viii) the Assignment of Issuer Claims;
- (ix) the Assignment of SPV Claims;
- (x) each Mortgage;
- (xi) each Special Privilege; and
- (xii) Assignment of Insurance Proceeds/Endorsement of Insurance Policies;

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provided that the Security Package, other than the Assignment of GSE Agreements and the RID Collection Mandates, is cross-collateralised with the Solo Sole Bond, so as to secure also the obligations of Solo Sole arising from the issuance of the Solo Sole Bond.

“**Shareholders**” means any shareholder of the Issuer as at the Issue Date and thereafter.

“**Shareholders Loan**” means each loan the Shareholders or the Sponsor have granted or will grant to the Issuer.

“**Site**” means, in respect of any Plant, any parcel of land over which that Plant is built.

“**Site/Plant Arrangement**” means, in relation to any Plant, the relevant Transfer Agreement and any other contract pertaining to the title (including lease, surface right (*diritto di superficie*) and easement right (*servitù*)) on the relevant Site and the Plant.

“**Solo Sole**” means Solo Sole S.r.l., a limited company (*società responsabilità limitata*) incorporated under the laws of the Republic of Italy, with registered office in Caltanissetta (CL), Corso Umberto I no. 211, share capital equal to Euro 10,000.00 fully subscribed and paid-up for Euro 2,500.00, tax code, VAT number and registration number with the Company Register of Caltanissetta (CL) no. 0234180857, REA no. CL - 115592.

“**Solo Sole ADSCR Trigger**” means an “*ADSCR Trigger*” as defined in the Solo Sole Bond Terms and Conditions.

“**Solo Sole Bond**” means the bond ISIN IT0005359978 issued on May 13, 2019 by Solo Sole, for an amount of Euro 5,300,000.00, named “*Solo Sole Senior Secured Notes 2042*” and subscribed by Foresight Group S.C.A. SICAV-SIF as initial noteholder.

“**Solo Sole Bond Terms and Conditions**” means the terms and conditions governing the Solo Sole Bond as amended from time to time, published on the following website of Solo Sole: www.solosolesrl.it.

“**Solo Sole Equity Contribution Agreement**” means the agreement whereby, *inter alia*, the Issuer undertakes to provide to Solo Sole “*Equity Contributions*” under the Solo Sole Bond (as defined therein).

“**Solo Sole Equity Contribution Payment Event**” means an event upon whose occurrence an “*Equity Contribution*” under the Solo Sole Bond (as defined therein) shall be made pursuant to the Solo Sole Equity Contribution Agreement.

“**Solo Sole LLCR Trigger**” means a “*LLCR Trigger*” as defined in the Solo Sole Bond Terms and Conditions.

“**Solo Sole Proceeds Account**” means the “*Proceeds Account*” as defined in, and opened and operated by Solo Sole pursuant to, the Solo Sole Bond Terms and Conditions.

“**Solo Sole Target Ratio Conditions**” means the “*Target Ratio Conditions*” as defined in the Solo Sole Bond Terms and Conditions

“**Special Privilege**” means each deed of special privilege pursuant to article 46 of the Italian Banking Code over all the relevant SPVs’ moveable assets owned by each of them.

“**Sponsor**” means Archimede S.r.l. Società di Ingegneria, with registered office at Caltanissetta (CL), Corso Umberto I no. 211, VAT number and registration number with the Company Register of Caltanissetta (CL) no. 01693950857, REA No. CL-91738.

“**SPV**” means each of Aronne and Elisur.

“**SPV Accounts**” means the accounts opened and held by each SPV with the Account Bank, having IBAN No. IT88 K 03266 61620 000014058515 as regards Aronne and IBAN No. IT25 N 03266 61620 000014058507 as regards Elisur.

“**SPV Distribution**” means:

- (i) any payment of dividends or other distribution (whether in cash or in kind) and any bonus issue or any return of capital (including capital reserves) including any payment in respect, or on the redemption, of any share capital whether at a premium or otherwise; and
- (ii) any payment, including by way of set-off of interest, principal or any other amount in respect of the relevant SPV Loan, including any purchase by the relevant SPV of any such SPV Loan.

“**SPV Loan**” means each loan the Issuer has granted or will grant to any SPV.

“**SPV Permitted Indebtedness**” the (i) relevant SPV Loan(s) and (ii) any debt (including any guarantee) either incurred (a) for the compliance of mandatory provisions of law or regulation in connection with the Authorizations or (b) under the Project Documents and following the due performance thereof.

“**Subscription Agreement**” means the agreement for the subscription of the Notes, that will be entered into on the Issue Date.

“**Subscription Price**” means the net subscription price of Notes received by the Issuer from the initial Noteholders under the Subscription Agreement.

“**Target Ratio Conditions**” means that both conditions below are met on the Calculation Date falling after the Calculation Date on which any amounts were credited on the Cash Trap Lockup Account:

- (i) both the ADSCR and the LLCR are above 1.20x (one point twenty times);
- (ii) the aggregate of the positive balances of the DSRA and the Cash Trap Lockup Account are equal to or higher than the Principal Amount Outstanding of the Notes.

“**Tariff**” means the incentivised tariff granted to the each SPV in relation to each of the relevant Plants pursuant to Ministerial Decree 5 May 2011 (*quarto conto energia*), in accordance with the relevant GSE Agreement.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of similar nature, including any interest or penalty payable in connection with any failure to pay or any delay in paying any of the same.

“**Tax Authority**” shall mean the Revenue Agency and the Tax Concessionaire.

“**Tax Concessionaire**” means the tax concessionaire (*cessionario per la riscossione*) competent in respect of the Borrower pursuant to applicable law.

“**Technical Advisor**” means Duff & Phelps Italia S.r.l. *a socio unico*, with registered office at Via Monte Rosa 91, 20149 Milan, Italy, VAT no. 12950820154 or any other technical advisor appointed from time to time by the Issuer upon instruction of the Noteholders.

“**Technical Advisor Operating Report**” means the report to be delivered by the Technical Advisor in accordance with para. 6 (*Technical Advisor Reports*) of Annex A (*Financial and Reporting Undertakings*).

“**Technical Assumptions**” means the technical assumptions incorporated in the Base Case.

“**Technical Due Diligence**” means the technical due diligence on the Plants carried out by the Technical Advisor in the interest of Foresight Group S.C.A. SICAV-SIF.

“**Transaction Costs**” means any cost (other than any cost under the Fee Letter), including any taxes, levies and VAT applicable thereto, sustained by the Issuer for the arranging, signing and closing of the Notes and any Note Increases, including, *inter alia*, upfront fees, taxes, advisory fees, notarial costs, and any other pre-agreed costs.

“**Transaction Documents**” means this Terms and Conditions, the Subscription Agreement, the Cash Pooling Agreement (where executed), the Equity Contribution Agreement, the

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Security Package, the Fee Letter, and any other document entered into by the Issuer in the context of the Notes.

“**Transfer Agreement**” means each agreement to be entered into within the Closing Period whereby the SPVs, as buyers, will purchase from (a) QSI (as regards Aronne) and (b) the Existing Lender (as regards Elisur) the ownership/surface right ownership (*proprietà superficaria*) over the relevant Plants.

“**Tremonti Ambientale**” means Italian Law No. 388 of December 23, 2000, article. 6, para. 13-19.

“**Tremonti Ambientale Restitution Amount**” means the restitution of the tax relief benefitted by each SPV as a result of the Tremonti Ambientale, pursuant to article 36 of Legislative Decree October 26, 2019, No. 124, amounting in aggregate to Euro 388,845.27 (three hundred eighty-eight thousand eight hundred forty-five/twenty-seven).

“**Usury Law**” means Italian Law No. 108 of March 7, 1996, as subsequently amended and supplemented.

References to laws and regulations shall include amendments and supplements thereto.

2. NOTES

2.1 Denomination and price

2.1.1 The Notes will be issued on the Issue Date in an aggregate Minimum Denomination equal to the Nominal Amount.

2.1.2 The Notes will be issued in a minimum denomination of Euro 50,000 (fifty thousand/00) and additional increments of Euro 50,000 (fifty thousand/00) thereafter (the “**Minimum Denomination**”).

2.1.3 The Minimum Denomination of any Note issued on the Issue Date will be issued for a price equal to 100.00% (one hundred per cent.), i.e. for a price equal to Euro 50,000 (fifty thousand/00) for each Note.

2.2 Form and Title

The Notes are issued in dematerialised form and will be wholly and exclusively deposited with Monte Titoli. The Notes will at all times be evidenced by book-entries in accordance with the provisions of articles 83-*bis* et seq. of the Italian Consolidated Financial Act and regulation jointly issued by CONSOB and Bank of Italy (*Disciplina delle controparti centrali, dei depositary centrali e dell'attività di gestione accentrata*) on August 13, 2018, both as amended and supplemented from time to time.

Any transaction regarding the Notes (including transfers of the Security Package), as well as the exercise of proprietary rights, may only be made in accordance with the provisions of articles 83-*bis* et seq. of the Italian Consolidated Financial Act and regulation jointly issued by CONSOB and Bank of Italy (*Disciplina delle controparti centrali, dei depositary centrali e dell'attività di gestione accentrata*) on August 13, 2018 (as amended and supplemented). The Noteholders will not be able to request delivery of the documents representative of the Notes, save for the right to request the certification referred to in articles 83-*quinquies* and 83-*sexies* of the Italian Consolidated Financial Act.

2.3 Status and guarantees

The Notes are senior secured obligations solely of the Issuer. In respect of the obligation of the Issuer to repay principal and pay interest on the Notes, the Notes will rank as senior secured obligations and *pari passu* and without any preference or priority among themselves except for the obligations of the Issuer, which are preferred according to the general provisions required by law.

The Notes are fully, unconditionally and irrevocably secured by the Security Package that will circulate together with the Notes.

The Notes have not been and will not be convertible into shares or participation rights in the share capital of the Issuer nor any other company.

3. SUBSCRIPTION AND TRANSFER OF THE NOTES

The Notes shall be exclusively placed to Qualified Investors subject to Prudential Supervision (*investitori professionali soggetti a vigilanza prudenziale*). The Notes shall be successively held by, and retransferred to, Qualified Investors.

The Notes are issued with exemption from the obligation to publish a prospectus for the purposes of article 100 of the Italian Consolidated Financial Act and article 34-ter of the Regulation adopted by Consob Resolution no. 11971/1999, as subsequently amended and supplemented.

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as subsequently amended or supplemented, or any other applicable securities law in force in Canada, Australia, Japan or any other country in which the transfer and/or the subscription of the Notes is not permitted under the applicable laws.

Notwithstanding the foregoing, any transfer of the Notes to any of abovementioned countries, or in countries other than Italy and to non-residents or entities not incorporated in Italy, will be allowed only under the following circumstances: (i) to the extent which is expressly permitted by the laws and regulations applicable in the country in which it is intended to transfer the Notes, or (ii) if the applicable laws and regulations in force in these countries provide for specific exemptions that allow the transfer of the Notes.

The transfer of the Notes will be made in compliance with all applicable regulations, including the provisions relating to anti-money laundering referred to in Italian Legislative Decree No. 231, of 21st November 2007, as subsequently amended and supplemented.

4. ISSUE DATE AND FINAL MATURITY DATE

The Notes will be issued on June 3, 2020 (the “**Issue Date**”).

The final maturity date (save for what otherwise provided herein under Condition 8 (*Events of Default*)) will fall on the Interest Payment Date falling on December 31, 2032 (the “**Final Maturity Date**”).

5. INTEREST

Interest will accrue on the Principal Amount Outstanding of each Note from (i) the Issue Date (included) up to the earlier of (a) an Early Redemption Date (being such date excluded) and (b) the Final Maturity Date (being such date excluded).

The Principal Amount Outstanding of the Notes shall accrue Interest Amounts, calculated by the Calculation Agent, the product of (a) the Principal Amount Outstanding of each Note and (b) the Interest Rate, calculated by the Calculation Agent, rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

Interest Amounts will be due and payable in Euro in arrears (i) on the First Interest Payment Date, and thereafter (ii) semi-annually on June 30 and December 31 of each year, and (iii) on the Final Maturity Date (each an “**Interest Payment Date**”).

If any Interest Payment Date, Optional Early Redemption Date or the Final Maturity Date falls on a day other than a Business Day, payments thereon will be made according to the Modified Following Business Day Convention – unadjusted.

Interest shall cease to accrue on any part of the Principal Amount Outstanding of the Notes from (and including) the due date for redemption of such part.

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Should the Issuer fail to pay any amount payable by it in relation to the Notes, it shall pay the Interest Rate on the overdue amount plus a margin of 1.50% (one point fifty per cent.) *per annum*, in accordance with the applicable regulation (the “**Default Interest**”), to be calculated by the Calculation Agent from the date on which this payment should have been made (including) until the date of actual payment (excluded).

Should the Interest Rate, the Default Interest and other fees and costs under the Conditions exceed the limits provided by the Usury Law, they shall be deemed automatically reduced (for the period strictly necessary) to the maximum interest rate allowed by such law. The Calculation Agent is responsible for the checking the rate of Usury Law limit.

6. REDEMPTION, PURCHASE AND CANCELLATION

6.1 Redemption

Unless previously redeemed in full and cancelled, the Notes will be redeemed, on each Interest Payment Date, in 26 (twenty-six) consecutive instalments, as per the attached Annex B, (i) starting from and including the Interest Payment Date which falls on June 30, 2020 and (ii) ending on and including the Final Maturity Date.

6.2 Mandatory Early Redemption

6.2.1 The Issuer shall apply any Insurance Proceeds (other than Insurance Proceeds in relation to physical damage and liabilities against third parties) and Liquidated Damages (after Tax, if any, is deducted) received (as Distribution or otherwise) from the relevant SPV to the repayment of the Principal Amount Outstanding of the Notes in an amount equal to such Insurance Proceeds or Liquidated Damages, on the Interest Payment Date immediately following the relevant receipt thereof; provided that the Issuer shall not be required to apply to the repayment of the Principal Amount Outstanding of the Notes such Insurance Proceeds if, and to the extent that, the Noteholders are satisfied that the relevant Insurance Proceeds are to be or were applied in the repair or reinstatement of relevant Plant in the manner advised by the Technical Advisor.

6.2.2 Until the Target Ratio Conditions are not met, on each Calculation Date falling after the Calculation Date on which any amounts were credited on the Cash Trap Lockup Account, the Issuer shall apply the full positive balance standing to the credit of the Cash Trap Lock-Up Account to the repayment of the Principal Amount Outstanding of the Notes.

6.3 Early redemption application

6.3.1 Any redemption of the Notes under Conditions 6.2 (*Mandatory Early Redemption*) will reduce, *pro rata* and *pari passu*, the Principal Amount Outstanding of each Note, rounded up or down, as the case may be, to one Euro, and shall apply to the instalments in inverse order of maturity.

6.3.2 A 5 (five) Business Days prior written notice will be given by the Issuer to the Noteholders in accordance with the applicable provisions of law and according to the ExtraMOT PRO³ Regulation.

6.4 Optional Early Redemption

6.4.1 Starting from and including the Interest Payment Date falling in June 2022, and subject to the full redemption of the Solo Sole Bond, the Issuer shall have the right to early redeem the Notes in full but not in part on any Interest Payment Date (the “**Optional Early Redemption Date**”), by serving a 21 (twenty one) Business Days prior written notice given to the Noteholders in accordance with the applicable

provisions of law and according to the ExtraMOT PRO³ Regulation (the “**Optional Redemption Notice**”).

- 6.4.2 On an Optional Early Redemption Date, provided that (i) no Default Early Redemption Request has been served, and (ii) the Issuer has given proof to the Noteholder that it will have the necessary funds, the Issuer shall pay to the Noteholders, in accordance with the provisions of article 1386 of the Italian Civil Code, (A) until 31 December 2025 (included), (x) any amount due in relation to the then Principal Amount Outstanding, *multiplied by* (y) the Make-Whole Percentage, as calculated by the Calculation Agent; (B) thereafter, any amount due in relation to the then Principal Amount Outstanding *increased of* the Interest Rate then applicable in accordance with the provisions of this Terms and Conditions; provided that if such amounts exceed the limits provided by the Usury Law, it shall be deemed automatically reduced to the maximum amount allowed by such law. No other penalty or damage costs shall apply.

7. COVENANTS BY THE ISSUER

As long as any Note remains outstanding and unless a waiver is approved by a resolution of the Noteholders under Condition 11 (*Meeting of the Noteholders*), the Issuer shall:

- (i) maintain its status and shall procure that each SPV maintains its status as *società per azioni* or *società a responsabilità limitata* duly incorporated and validly operating in accordance with the Italian law;
- (ii) not approve or carry out, and procure that each SPV do not approve or carry out, extraordinary transactions of any kind, including without limitation special transactions on its share capital, corporate transformations (*trasformazioni*), merger (*fusioni*) or spin-off (*scissioni*);
- (iii) (A) not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, to sell, lease, transfer, discount, factor, assign (including under article 1977 of the Italian civil code) or otherwise dispose of, all or any part of, its Assets and (B) procure that each SPV do not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, to sell, lease, transfer, discount, factor, assign (including under article 1977 of the Italian civil code) or otherwise dispose of, all or any part of, (a) the relevant Plant or its rights thereon; (b) its rights under the Authorizations; or (c) any other present or future undertakings, rights, revenues or Assets;
- (iv) not form, acquire, make, and procure that each SPV does not form, acquire, make, any acquisition of, or investment in, companies or other entities;
- (v) other than the Transaction Documents to which it is a party, the Project Documents and the expenses specified in the Funds Flow Memo, not enter into and procure that each SPV do not enter into any agreements or obligation whereby the Issuer or any SPV would incur in annual, aggregate costs or expenses higher than Euro 50,000.00 (fifty thousand/00).
- (vi) have the participation into the SPVs (together with any activities ancillary thereto) as its sole business activity;
- (vii) procure that the sole business activity of each SPV is the operation of the relevant Plant (together with any activities ancillary thereto);
- (viii) not amend, and procure that none of the SPVs amend, its by-laws (*atto costitutivo* and *statuto*) in any material respect;

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- (ix) procure that (A) its consolidated financial statements will be audited and that (B) its consolidated financial statements and the financial statements of each SPV:
- (a) will be prepared in compliance with law;
 - (b) will provide a true, complete and accurate financial position and the results of its financial operations, as on the date on which they were prepared and for all its reporting period; and
 - (c) will contain no significant errors or omissions of material facts that would make such documents misleading;
- (x) not change, and procure that none of the SPVs changes, the date of its financial year's end;
- (xi) not reduce, and procure that each of the SPV reduces, its fully paid share capital below the minimum amount required by law, except for the mandatory cases provided for by law; and, in the event that the share capital is reduced due to losses pursuant to applicable laws, ensure that, no later than 60 (sixty) Business Days from the resolution approving such reduction, the Issuer's or SPV's, as applicable, share capital required by applicable laws is restored;
- (xii) not pay any Distribution to its Shareholder, other than when permitted under the Conditions;
- (xiii) without prejudice to the provision of article 7.2 of Annex C, procure that (i) all existing and future Shareholder(s) Loans be at all times Satisfactorily Subordinated and (ii) any Intra-Group Loan(s) granted to Solo Sole be at all times "*Satisfactorily Subordinated*" to the Solo Sole Bond with respect to the Issuer as lender;
- (xiv) make all payments due in connection with the Notes without any deduction or withholding on taxes or otherwise, unless is required by law. In such case:
- (a) the Issuer shall procure that the deduction or withholding shall not exceed the minimum amount required by law; and
 - (b) the amounts due by the Issuer to the Noteholders shall be increased of an additional amount (the "**Additional Amount**") to allow that the amount to be paid, excluding the relevant deduction or withholding, is equal to the amount that would be due to the Noteholders without any such deduction or withholding;
- provided that, no such Additional Amount shall be payable (i) to a non-Italian resident legal entity or non-Italian resident individual, which is resident in a country that does not allow for a satisfactory exchange of information with the Republic of Italy or (ii) in the event the Noteholders have transferred the Notes or made other changes to the shareholding structure which according to the Law in force when such transfer or change has been performed will generate a Tax on the payments received under the Notes; and
- provided further that, in the event the Noteholders have the right to benefit in any way from any deduction or withholding on taxes or otherwise, in whole or in part, according to the applicable laws (i) no Additional Amount shall be due in the portion covered by any such deduction or withholding on tax benefits, or (ii) should such Additional Amount have already been paid by the Issuer, it will be paid back by the Noteholders to the Issuer;

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- (xv) promptly notify to the Noteholders the occurrence of any failure by the Issuer to fulfill its obligations under the present Conditions or any event which may cause an Event of Default;
- (xvi) procure that the DSRA Balance Target is met at each Interest Payment Date, as verified on the immediately following Calculation Date;
- (xvii) procure that the MRA Amount is credited to the MRA if the MRA is opened;
- (xviii) procure that each SPV: (A) has the full legal capacity, Authorizations, licenses and permits necessary to carry out the relevant Plant, (B) maintains any material intellectual property necessary for managing the relevant Plant; and (C) manages the relevant Plant in accordance with the applicable laws and Project Documents' provisions, and in a safe, efficient and business-like manner and preserve it from any damage;
- (xix) procure that each SPV maintains the Insurance Policies (also, but not limited to, by paying the relevant *premia*), refrains from modifying or amending any material provision thereof and from any action or omission that would reduce or avoid the liability of the relevant insurance company;
- (xx) ensure that a representative of the Noteholders, also through a technical advisor appointed by the Noteholders or their representative, is given reasonable access to inspect and take copies of the Issuer's and SPVs' records on 5 (five) Business Days prior notice to the Issuer;
- (xxi) diligently fulfill all the obligations undertaken by the Issuer towards Monte Titoli and the Italian Stock Exchange, in relation to the centralized management of the Notes;
- (xxii) other than any Permitted Indebtedness and the SPV Permitted Indebtedness, not incur, and procure that none of the SPVs incur, into any Financial Indebtedness;
- (xxiii) other than the Security Package, not create, incur, assume or permit to exist any Lien on any of the Issuer's and the SPVs' Assets;
- (xxiv) comply with the provisions of Annex A (*Financial and Reporting Undertakings*);
- (xxv) comply and procure that each SPV comply, with all laws, regulations and tax provisions applicable to them and will make regular and timely liquidations and payments required and due with respect to taxes, and charges of a similar nature and their withholding taxes, except taxes that:
 - (a) are contested in good faith by the Issuer or the SPV, as the case may be, and for which appropriate reserves have been allocated in accordance with the accounting principles; and
 - (b) for which payment may be legitimately subordinated, without giving rise to the payment of any penalty or pre-emption rights of a competent tax authority on the assets of the Issuer or the SPV, as the case may be;
- (xxvi) no hire, and procure that none of the SPVs hire, any employee;
- (xxvii) promptly communicate to the Noteholders, upon becoming aware of any Potential Event of Default or Event of Default, an Officers' Certificate specifying such Potential Event of Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto;
- (xxviii) annually provide, starting from June 2021, a report in the form attached hereto as Annex G (*Report Green Bond Principles*);

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- (xxix) within 10 (ten) Business Days from the Issue Date, send to the Noteholders' Representative the evidence that the Notes are traded in the green and social sector of fixed income markets of the Italian Stock Exchange;
- (xxx) apply the Subscription Price and procure that any SPV Loan granted to an SPV is fully used, on the Issue Date and within the Closing Period, only in accordance with the Funds Flow Memo;
- (xxxii) procure that each SPV (A) notify each relevant Assignment of GSE Agreements to the GSE within 5 (five) Business Days of the date of its execution, provided that all the payments under the relevant GSE Agreements shall be made in the relevant SPV Account, and (B) provide the Noteholders with the acceptance of the GSE to each relevant Assignment of GSE Agreements within 180 (one hundred eighty) calendar days from the date of its execution;
- (xxxiii) procure that each SPV (A) notify each relevant RID Collection Mandates to the GSE within 5 (five) Business Days of the date of its execution, provided that all the payments under the relevant Ritiro Dedicato Concessions shall be made in the relevant SPV Account, and (B) provide the Noteholders with the acceptance of the GSE to the each relevant RID Collection Mandates within 180 (one hundred eighty) calendar days from the date of its execution;
- (xxxiii) procure that:
 - (A) all amounts to be paid by the GSE under the relevant Ritiro Dedicato Concessions be, until the date on which the GSE starts to pay the relevant price of the energy in the relevant SPV Account pursuant to the RID Collection Mandate:
 - (i) credited into the relevant Existing GSE Account; and
 - (ii) transferred into the relevant SPV Account promptly and in any event within 3 (three) Business Days from their collection;
 - (B) all amounts to be paid by the GSE under the relevant GSE Agreements be, until the date on which the GSE starts to pay the relevant Tariff in the relevant SPV Account pursuant to the Assignment of GSE Agreements, transferred into the relevant SPV Account promptly and in any event within 5 (five) Business Days from their collection;
- (xxxiv) procure that, within 30 (thirty) Business Days of the date of termination of any Electricity Contracts that is a PPA or a Ritiro Dedicato Concession, a new Electricity Contract approved in writing by the Noteholders' Representative is entered into by the relevant SPV, provided that no prior approval of the Noteholders will be required if the relevant Electricity Contract (A) is a Ritiro Dedicato Concession or (B) is entered into (i) with a trader previously approved by the Noteholder's Representative and (ii) at equivalent better economic conditions;
- (xxxv) procure that, in case a new Electricity Contract that is a PPA or a Ritiro Dedicato Concession is executed, the relevant SPV, within 5 (five) Business Days of the execution of such Electricity Contract, assigns the claims arising from it pursuant to the Assignment of SPV Claims or, in case of Ritiro Dedicato Concession, grants to the Noteholders the relevant RID Collection Mandate (provided in this latter case that the terms set forth under item (xxxii) above shall apply); provided further that the related revenues shall be credited into the relevant SPV Account;
- (xxxvi) procure that (i) each SPV will transfer at least once per each calendar month the positive balances of its Accounts into the Proceeds Account (or in accordance with the provisions of the Cash Pooling Agreement where executed), (ii) a bank statement (*estratto conto*) of the Accounts held by the SPVs is provided to the

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- Noteholders monthly, on the last Business Day of each calendar month, and (iii) the Cash Pooling Agreement is promptly entered into upon instructions of the Noteholders in a form satisfactory to them;
- (xxxvii) operate and procure that each SPV operate the relevant Accounts pursuant to the provisions set out in Annex C (*Accounts Management*);
 - (xxxviii) open the MRA with the Account Bank within 5 (five) Business Days of the relevant request by the Representative of the Noteholders;
 - (xxxix) enter into the MRA Pledge within 5 (five) Business Days from the opening of the MRA Account;
 - (xl) procure that (a) the Tremonti Ambientale Restitution Amount be fully paid by the date of 30 June 2020 or any other date in accordance with the applicable law, and (b) all the activities necessary or expedient, in connection with the restitution of the tax relief benefitted by each SPV as a result of the Tremonti Ambientale, under the applicable laws, regulations and/or circular letters from the Tax Authority or any other authority (including, but not limited to, the signing, execution and notification of any deed or document), be promptly carried out in compliance with such laws, regulations and/or circular letters;
 - (xli) procure that the O&M Contractor carry out, within 90 (ninety) Business Days of the Issue Date, all the activities falling within its competence, also pursuant to the O&M Agreements, listed in the Technical Due Diligence;
 - (xlii) procure that the Insurance Due Diligence is issued in favour of the Noteholders within the Closing Period with a positive outcome.

8. EVENTS OF DEFAULT

Each Noteholder shall have the right to request the early redemption of the Notes upon the occurrence of any of the following events (each event below shall be treated as an “**Event of Default**”), provided that, these are not remedied from the Issuer within the later of, 30 (thirty) calendar days from the date on which the Issuer is aware of such circumstance, or 60 (sixty) calendar days from the date of occurrence of Event of Default; and provided further that the covenants undertaken by the Issuer under Condition 7 (*Covenants by the Issuer*), from let. (xxx) to (xxxv) and the Events of Default in let. (g), (h), (k), (l), (m), (n), (o), (s), (v), (w), (x) and (y) of this Conditions will not enjoy of such remedy period and no resolution of the Noteholders under Condition 11 (*Meeting of the Noteholders*) will be required, occurring the early redemption upon delivery to the Issuer of a Default Early Redemption Request:

- (a) **Payment Default:** any failure of the Issuer to pay any principal or Interest Amounts payable on the Notes, unless such failure is due to an administrative or technical error which is not due to willful misconduct (*dolo*) or gross negligence (*colpa grave*) of the Issuer and the relevant payment is performed within 5 (five) Business Days of the relevant discovery of the administrative or technical error.
- (b) **Insolvency Proceedings of the Issuer or the SPV:** (i) judicial steps have been taken against the Issuer or any SPV aimed at commencing any Insolvency Proceedings; and/or (ii) the Issuer or any SPV is subject to any Insolvency Proceedings or has entered into any of the agreements provided for by article 182 *bis* or article 67 paragraph 3 (d) of the Italian Bankruptcy Law; provided that the above subparagraphs (i) and (ii) shall not apply to any proceeding which is discharged, stayed or dismissed within 90 (ninety) calendar days from its commencement; and/or (iii) the Issuer or any SPV is subject to any of the situation described in articles 2445, 2446, 2447 or 2482, 2482-*bis*, 2482-*ter*, as applicable, of the Italian Civil Code, save for what provided under Condition 7(xi); (iv) the Issuer or any SPV is unable, or admits its

inability, to pay its debts as they fall due, ceases or threatens to cease to carry on business or substantially the whole of its business.

- (c) **Liquidation:** the adoption of a resolution of the competent body of the Issuer or any SPV whereby it is resolved the winding up of the Issuer or an SPV.
- (d) **Litigation:** (A)(a) any claim or investigation in relation to the Issuer or any SPV that is likely to be adversely determined and if so determined would have a Material Adverse Effect or (b) the filing against the Issuer or any SPV of any civil, criminal, labour, environmental, tax or other litigation, arbitration, or administrative or regulatory proceeding, claim or action (including any dispute with any statutory or governmental authority) for an aggregate amount exceeding Euro 100,000.00 (one-hundred thousand/00); provided that subparagraphs (a) and (b) shall not apply to any litigation, arbitration or administrative proceedings which is (i) discharged, stayed or dismissed within 60 (sixty) calendar days of its commencement or (ii) frivolous, vexatious, or remotely able to produce a Material Adverse Effect, in the Noteholders' opinion (acting in good faith, in accordance with the provisions of article 1375 of the Italian Civil Code); or (B) the Issuer or any SPV settles any civil, criminal, labour, tax or other litigation, arbitration, or administrative or regulatory proceeding, claim or action (including any dispute with any statutory or governmental authority); provided that the Issuer may enter into one or more settlements whereby it undertakes solely payment obligations for an aggregate, yearly amount not higher than Euro 50,000.00 (fifty thousand/00).
- (e) **Covenants:** any of the covenants under Condition 7 (*Covenants by the Issuer*) is not complied with by the Issuer.
- (f) **Cross default of the Issuer or any SPV:** (a) the Issuer or any SPV fails to pay any amount due under any Financial Indebtedness, incurred in without breaching Condition 7 (xxii) (other than payment obligations arising from the Notes); (b) the Issuer fails to pay any amount (other than payment obligations arising from the Notes) within 10 (ten) calendar days of its due date or within any grace period agreed with the relevant creditor; (c) any amount becomes due and payable prior to its specified maturity date as a result of an event of default (or the relevant creditor becomes entitled to make a declaration to that effect) or (d) any facility or commitment, incurred into without breaching Condition 7 (xxii), is cancelled or suspended by the relevant creditors as a result of an event of default, in each case save where the aggregate amount of all amounts under (b), (c) and (d) above at that time is less than Euro 50,000.00 (fifty thousand/00). A
- (g) **Project Documents:** without prejudice to the provisions under item (xxxiv) of Condition 7 (*Covenants by the Issuer*) above (i) any Project Document is amended or becomes invalid, null, void, unenforceable or is suspended, in full or in any material part thereof; (ii) any SPV or any relevant party to a Project Document fails to comply with its material obligations thereunder; (iii) any SPV fails to enforce its rights (other than its termination rights) under any Project Document; (iv) any SPV assigns or transfers any of its rights under the Project Documents; (v) any action is taken (including, but not limited to giving notice) by any SPV or any relevant party to a Project Document to terminate the relevant Project Document or the relevant Project Document terminates by law; or (vi) it is or becomes unlawful for any party to perform any of its obligations under the Project Documents.
- (h) **Accounts:** (i) the Issuer or any SPV opens any bank or deposit account other than the relevant Accounts; (ii) any SPV does not close the relevant Existing GSE Account within 3 (three) Business Days of the date on which the GSE starts to pay the relevant price of the energy in the relevant SPV Account; or (iii) save for what provided under the previous item (ii), the Issuer or any SPV closes any of the relevant Accounts.

- (i) **Material Adverse Effect:** any event or circumstance occurs which in the Noteholders' opinion (acting in good faith, in accordance with the provisions of article 1375 of the Italian Civil Code) has or is reasonably likely to have a Material Adverse Effect.
- (j) **Force Majeure Events:** the occurrence of force majeure events, such as wars, revolutions, embargos, actions by civil and/or military authorities, earthquakes, floods, droughts, water pollution, epidemics, pandemics, power lines breaks that persist for a period exceeding 90 (ninety) nonconsecutive calendar days in the same solar year and from which on the expiry of the 90 (ninety) days derives an Event of Default.
- (k) **Authorizations:** any Authorization is transferred, or otherwise disposed of, by any SPV, or is revoked, annulled, cancelled, terminated, or otherwise ineffective (also temporarily).
- (l) **Design, building and operation of the Projects:** any Plant results in not being adequately designed and built for operating, or is not operated, in accordance with the applicable Project Documents, Authorizations and applicable laws (including, but not limited to, any Environmental Law).
- (m) **Compulsory nationalization of any Plant:** nationalization, expropriation or dispossession by a government, public or regulatory body of any Plant.
- (n) **Unlawfulness:** it is or will become unlawful for the Issuer to perform or comply with any of its material obligations under the Transaction Documents to which it is a party or any of such material obligations conflicts with the by-laws (*atto costitutivo* and *statuto*) or contractual obligations of the Issuer.
- (o) **Validity and enforceability of the Security Package:** (A) the formalities in relation to the effectiveness towards third parties of any document of the Security Package, other than the Assignment of GSE Agreements, are not fulfilled within 15 (fifteen) Business Days as of the execution of the relevant document; (B) any Assignment of GSE Agreement or any RID Collection Mandate is not notified to the GSE and accepted by the GSE within the terms and under the conditions set out under Condition 7 (*Covenants*), items (xxxix) and (xl), above (C) in case a new Electricity Contract that is a PPA or a Ritiro Dedicato Concession is entered into, the provisions set forth under item (xl) Condition 7 (*Covenants*) are not complied with; (D) any document constituting the Security Package becomes null, void or unenforceable for any reason, other than by waiver (*rinuncia alle garanzie*) by the Noteholders. A
- (p) **Change of Control:** an event or circumstance of Change of Control occurs.
- (q) **Information:** any information provided to the Noteholders by or behalf of the Issuer is misleading untrue or incorrect in any material respect.
- (r) **Compliance with laws:** the Issuer or any SPV fails to comply in any material respect with any applicable Anti-Corruption Laws, Anti-Money Laundering Laws, Environmental Laws, any employment law provisions, any collective bargaining labour contract provisions, any law provision (including any EU law provisions) for the specific field of operation of the relevant Plant, or building laws (*norme edilizie, urbanistiche*).
- (s) **Illegality and increased costs:** the Noteholders notify the Issuer that (a) is or becomes contrary to any law or regulation for the Noteholders to maintain the Notes; or (b) as a result of any change in (or in the interpretation, administration or application of), or to the generally accepted interpretation or application of, or the introduction of, any law or regulation, any amounts payable in respect of the Notes would be subject to withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature

imposed, levied, collected, withheld or assessed by the Republic of Italy or any political or administrative sub-division thereof or any authority thereof or therein and no Additional Amount shall be paid by the Issuer to compensate such withholding or deduction.

- (t) **Center of interest:** the Issuer or any SPV fails to have (i) its “*business centre of interest*” in Italy, pursuant to article 3(1) of the EU Insolvency Regulation or (ii) establishes any foreign branch, pursuant to article 2(h) of the EU Insolvency Regulation.
- (u) **Change in law:** any law or regulation is enacted or issued to change, repeal or replace the energy regulatory legal framework which is likely to have a Material Adverse Effect.
- (v) **ADSCR and LLCR:** as at any Interest Payment Date (according to the calculation made on the immediately following Calculation Date), the ADSCR or the LLCR fall below 1.05x (one point zero five times).
- (w) **Purchase of the SPVs:** (A) the Quota Purchase Agreement is not executed within the Issue Date; (B) the purchase price of the SPVs under the Quota Purchase Agreement is not fully paid in accordance with the Funds Flow Memo (a) following the execution by the relevant parties of all the Second Stage Closing Documents and (b) in any case within the Closing Period; or (C) the Quota Purchase Agreement is not properly enrolled in the registry of the relevant chamber of commerce pursuant to article 2470 of the Italian civil code within 30 (thirty) calendar days of the date of its execution.
- (x) **Closing Documents:** (A) any of the First Stage Closing Documents is not entered into among/between the relevant parties on (or within) the Issue Date or (B) any of the Second Stage Closing Documents is not entered into among/between the relevant parties within the Closing Period.
- (y) **Transfer Agreements:** (A) the purchase price of the ownership/surface right ownership of the Plants under any Transfer Agreement is not fully paid on the date of execution of the relevant Transfer Agreement in accordance with the Funds Flow Memo; or (B) any Transfer Agreement is not properly registered (*trascritto*) in the relevant land registry within 30 (thirty) calendar days of the date of its execution.
- (z) **Cross Collateral Default:** an “*Event of Default*” (as defined in the Solo Sole Bond Terms and Conditions) has occurred and is continuing under the Solo Sole Bond.

Following a resolution approved under Condition 12 (*Meeting of the Noteholders*) requesting the early redemption of the Notes, on the first Business Day following a 20 (twenty) calendar days prior request (the “**Default Early Redemption Request**”) of early redemption (the “**Default Early Redemption Date**”) by the Noteholders to the Issuer, to be sent according to the applicable provisions of law and as requested by the Italian Stock Exchange, the amounts payable by the Issuer to the Noteholders shall become immediately due and payable with respect to the then Principal Amount Outstanding, *plus* interest accrued and unpaid thereon.

The Issuer shall promptly notify the Italian Stock Exchange, Monte Titoli and the Noteholders of the receipt of the Default Early Repayment Request together with (i) detailed information of the Event of Default and (ii) the relevant Default Early Repayment Date.

The Noteholders may approve a resolution in accordance with Condition 12 (*Meeting of the Noteholders*) to waive an existing Event of Default or Potential Event of Default and its consequences.

9. PAYMENTS

Payments of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by authorized intermediaries.

Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or other applicable laws and regulations.

10. ADMISSION TO TRADING

The Issuer has filed the Notes with the Italian Stock Exchange for admission to trading on the ExtraMOT PRO³.

The decision of the Italian Stock Exchange and the date of commencement of trading of the Notes on the ExtraMOT PRO³, together with the functional information to trading shall be communicated by the Italian Stock Exchange with a notice, pursuant to Article 224.3 of the ExtraMOT PRO³ Regulation.

The Notes are not traded in a regulated market (“*mercato regolamentato*”) therefore are not subject to the Commission Regulation (EC) No 809/2004.

The Notes will not enjoy the support of an “*operatore specialista*” as defined in the ExtraMOT PRO³ Regulation.

11. RESOLUTIONS AND AUTHORIZATIONS RELATING TO THE NOTES AND THE SECURITY PACKAGE

The issuance of the Notes and the granting of the Security Package were approved by the resolution of Sole Director of the Issuer on April 6, 2020 and registered in the relevant chamber of commerce on April 8, 2020.

12. MEETINGS OF THE NOTEHOLDERS AND APPOINTMENT OF THE NOTEHOLDERS' REPRESENTATIVE

Article 2415 of the Italian Civil Code, other than for the provision in para. 3 thereof requesting a public notary drafting the relevant minutes of the meeting of the Noteholders, will apply. Accordingly, the meeting of Noteholders is empowered to resolve upon the following matters: (i) the appointment and revocation of a Noteholders' representative; provided that the first Noteholders' representative will be Foresight Group S.à.r.l. (the “**Noteholders' Representative**”), (ii) any amendment to these Terms and Conditions, agreed or to be agreed with the Issuer, (iii) motions by the Issuer for the composition with creditors (*amministrazione controllata* and *concordato*); (iv) establishment of a fund for the expenses necessary for the protection of the common interests of the Noteholders and the related statements of account; and (v) any other matter of common interest to the Noteholders.

Articles 2416, 2417, 2418 and 2419 of the Italian Civil Code will apply to the extent permitted by law.

As long as a Noteholders' Representative is appointed, this latter:

(a) shall receive on behalf of the Noteholders from the Issuer any notice, proof, evidence and communication to be served or provided by the Issuer to the Noteholders under the Conditions; and

(b) may provide, on behalf and in the name of the Noteholders, consents, opinions and notifications that the Noteholders may provide to the Issuer under the Conditions.

13. STATUTE OF LIMITATION

Claims against the Issuer for payments in respect of the Notes will be barred and become void (*prescritti*) unless made within ten years in the case of principal or five years in the case of interest from the date the relevant payments are due.

14. TAXATION

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Without prejudice to the provisions of Condition 7 (xiv) (*Covenants by the Issuer*), any tax, levy, impost, duty or other charge of a similar nature, fee, present and future, applicable to the Notes shall be borne by the Noteholders.

15. NOTICES

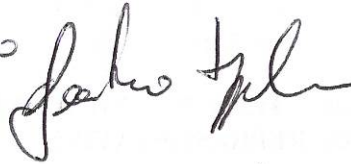
Notwithstanding any applicable provision to the contrary, all the communications from the Issuer to the Noteholders will be considered valid if made through publication on the website of the Issuer at the following address: www.archimedeinvestments.it, and in compliance with the disclosure requirements of the ExtraMOT PRO³ Regulation and applicable laws; provided that, as long as the Notes are held on behalf of the beneficial owners through Monte Titoli, the Issuer shall maintain the right to notify certain communications to the Noteholders through Monte Titoli.

16. GOVERNING LAW AND JURISDICTION

The Notes are governed by, and shall be construed in accordance with, Italian law.

The Courts of Milan shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Notes.

CALTANISSETTA, 29-05-2020



ARCHIMEDE INVESTMENTS SRL
Corso Umberto I n. 211
93100 Caltanissetta
P. IVA: 02062150855

ANNEX A

Financial and Reporting Undertakings

1. The Issuer will provide to the Noteholders all documents, confirmations and evidence required by the Noteholders to satisfy its “*know your customer*” requirements or similar identification checks in order to meet its obligations from time to time under applicable money laundering, or similar, laws and regulations;
2. The Issuer will provide the Noteholders with semi-annual and audited annual (as long as listed in ExtraMOT PRO³) consolidated financial statements for the Issuer at the earlier of (A) as regards the semi-annual consolidated financial statement, 90 (ninety) calendar days following each 30 of June (starting from June 30, 2021), and (B) as regards the audited annual financial statement (i) the provision of such statements to any shareholder in the Issuer or (ii) within one hundred and eighty (180) calendar days of the end of the relevant fiscal year, in each case including a statement of operations, balance sheet, statement of cash flows and shareholders' equity.
3. **Base Case update**
 - 3.1 No later than 40 (forty) calendar days following each Interest Payment Date the Issuer will notify to the Noteholders its proposal for the Technical Assumptions certified by the Technical Advisor to be used for the next Calculation Date and the figures to be used for the Economic Assumptions for the next Calculation Date.
 - 3.2 The Issuer will make such proposals in good faith after careful consideration and enquiry and such proposals will genuinely reflect views which it believes in good faith to be reasonable in the circumstances and will be consistent with the provisions of the Terms and Conditions.
 - 3.3 In case, the projection set out in the prior Base Case shows an electricity price higher than 10% (ten per cent.) compared to the average price of the electricity sold by each Plant according the Technical Advisor Operating Report, the update Base Case shall be produced by the Issuer based on the projection of electricity price prepared by the Market Advisor and/or Technical Advisor.
 - 3.4 Together with the Base Case update, the Issuer shall provide that the Technical Assumptions received from the Technical Advisor.
 - 3.5 For the purpose of updating the Base Case, the Issuer shall factor in (i) the Economic Assumptions and (ii) any other economic and financial assumption in each Base Case update due on each Calculation Date falling on the Interest Payment Date falling in December.
 - 3.6 Upon receipt of the updated Base Case, the Noteholders may propose changes in order to:
 - (i) correct any historical data known to be inaccurate; or
 - (ii) correct any manifest error; or
 - (iii) incorporate any changes to the Technical Assumptions and Economic Assumption agreed or determined according to the above.

- 3.7 The Noteholders may propose such a change by giving written notice to the Issuer setting out the proposed change and the reasons why it believes such a change is required.
- 3.8 The Noteholders can prepare the updated Base Case in the event that the Issuer: (i) fails to deliver the notice according to clause 3.1 above or (ii) delivers an updated Base Case that has been proposed on the basis of the Technical Assumptions and/or Economic Assumptions or (iii) changes to the Base Case that have not been agreed or determined in accordance with the Annex A.
- 3.9 If any disagreement arises in relation to such changes to the updated Base Case, the Noteholders and the Issuer will negotiate in good faith for the purpose of agreeing changes to the updated Base Case.
- 3.10 If the Issuer and the Noteholders are unable to reach an agreement on the above changes within 10 (ten) days from the relevant written notice, then either of them may refer the matter to an expert (the “**Expert**”) for resolution. The Expert shall be appointed jointly by the Issuer and the Noteholders or, if such agreement is not reached within 5 (five) Business Days of the proposal of either party, the Expert shall be the person nominated on the application of the Issuer or the Noteholders to the president for the time being of (i) the *Ordine dei Dottori Commercialisti di Milano* in the case of any reference in respect of the Base Case or relating to taxation or (ii) to the *Ordine degli Ingegneri di Milano* in the case of any other matter, or if such entity has ceased to exist or in case of failure to nominate the Expert, such other entity or persons as may be reasonably selected by the Noteholders.
- 3.11 The costs of any Expert and the costs reasonably incurred in giving effect to any decision of the Expert, shall be entirely borne by the Issuer.
- 3.12 Any changes to the updated Base Case shall take effect and be binding on and from the date such changes are agreed or determined in accordance with the above provisions.

4. **Operating Budget**

- 4.1 Not less than 60 (sixty) calendar days and not more than 90 (ninety) calendar days before the first day of each of its calendar year (starting from 2021), the Issuer shall make available on its website and deliver to the Noteholders and the Technical Advisor a revised draft operating budget (the “**Operating Budget**”) for approval by the Noteholders, in accordance with Annex E, Part II.
- 4.2 Each revised operating budget shall comprise an Operating Budget (together with a commentary thereon) for the next following 24 (twenty four) months setting out costs and revenues for such 12 (twelve) month period on a monthly basis and setting out the costs and revenues for all subsequent financial years until the Final Maturity Date on a semi-annual basis. The Issuer shall also ensure that each revised Operating Budget is prepared using the same form as used for the initial operating budget and, in any event, consistent with the Base Case and sets out the costs and revenues in reasonable detail together with all related Technical Assumptions and Economic Assumptions.

- 4.3 Within 30 (thirty) calendar days of receipt of the revised Operating Budget, the Noteholders shall notify the Issuer whether the Operating Budget has been approved by the Noteholders.
- 4.4 If the Noteholders do not approve the Operating Budget, then: (i) the Noteholders shall provide the Issuer with reasonable details of the grounds for such disapproval; (ii) the existing Operating Budget shall continue in effect without any amendment; and (iii) the Issuer shall submit a further revised draft operating budget to the Noteholders.
- 4.5 Within 30 (thirty) calendar days of receipt of the revised draft Operating Budget, the Noteholders may: (i) notify the Issuer that the revised draft Operating Budget has been approved, or (ii) ask the Issuer for amendments to the revised draft Operating Budget. In such a case, the Noteholders and the Issuer may consult between themselves and with the Technical Advisor. If no agreement is reached within 20 (twenty) Business Days of the Noteholders request for amendments, the Expert shall apply provisions regarding the reference of the subject matter to on.
- 4.6 Upon the Expert having reached a decision in relation to a dispute over the revision of the Operating Budget, the draft Operating Budget as revised by the Expert shall become the Operating Budget.
- 4.7 Unless approved by the Noteholders, the Issuer shall not incur or pay any cost where that cost or payment (in aggregate with all other amounts incurred or paid in respect of that category of cost for the relevant half year period) exceeds the aggregate amount allowed for that category of costs for that half year period in the Operating Budget by more than 10% (ten per cent.). This clause shall not restrict or prevent the Issuer from incurring or paying a particular cost to the extent that the relevant cost is a tax payment related to applicable law (including but not limited to Environmental Law).

5. Technical Advisor Reports

- 5.1 The Issuer shall ensure that the Technical Advisor delivers to the Noteholders (and will make available on the Issuer's website) a Technical Advisor Operating Report for each SPV and in aggregate form for each semi-annual period from the Interest Payment Date falling in 30 June 2021 and, thereafter, for each annual period until the Final Maturity Date. The Issuer shall ensure that the first Technical Advisor Operating Report is delivered by the Technical Advisor not later than the Interest Payment Date falling in 30 June 2021. The Issuer shall ensure that: (i) each other semi-annual Technical Advisor Operating Report shall be delivered by the Technical Advisor within 20 (twenty) Business Days after each Calculation Date and (ii) each annual Technical Advisor Operating Report shall be delivered by the Technical Advisor on each Calculation Date.
- 5.2 The Issuer will ensure that each Technical Advisor Operating Report contains for each SPV and in aggregate form or encloses the following details: (i) the performance of the relevant Plant during the semi-annual period ending on that Calculation Date including, but not limited to, energy savings and TEEs generated under the relevant Plant, (ii) actual expenditure for the relevant semi-annual period and a comparison of that expenditure against the corresponding figures in the Operating Budget;

(iii) forecast expenditure for each of the next following two semi-annual periods together with a comparison of that forecast expenditure against the corresponding figures in the Operating Budget; (iv) any change, damage to or destruction of any material of part the Plant; and (v) any other or additional information that the Noteholders may reasonably request in relation to the operation of the Plants.

6. Environmental and social

- 6.1** No more than ten (10) calendar days after becoming aware of any social, labour, health and safety, security or environmental incident, accident or circumstance, of any material adverse effect or material adverse impact on the implementation or operation of the relevant Plant's operations in compliance with the Environmental Law requirements, the Issuer shall notify the Noteholders of and shall in each case specify the nature of the incident, accident, or circumstance and the impact or effect arising or likely to arise therefrom, and the measures being taken, or plans to be taken to address them and prevent any future similar event; and keep the Noteholders informed of the on-going implementation of those measures. Without prejudice to the generality of the foregoing paragraph, if the Noteholders has cause to suspect that there is any material non-compliance with the Environmental Law requirements the Noteholders may request that the Issuer provide such information as necessary in order to assist the Noteholders with their enquiry into compliance with the Environmental Law requirements.
- 6.2** The Issuer shall make available to the Noteholders any additional information in its possession or which it can reasonably obtain and that the Noteholders may reasonably request from time to time concerning environmental or social matters regarding the Plants.
- 6.3** The Issuer shall use its best efforts to cause the Plants to continue to comply with relevant environmental and social requirements and encourage to work towards continuous improvements in environmental, social and governance matters.
- 6.4** The Issuer shall keep copies of the relevant documents collected during the due diligence process, concerning environmental or social matters regarding the Plants (including the documentation utilised for the due diligence process) for a period of not less than six (6) years.
- 6.5** The Issuer shall make, and keep, readily available up to date information on the use of proceeds to be renewed annually until full allocation, and on a timely basis in case of material developments. The annual report shall include a list of the projects to which the proceeds of this Notes have been allocated, as well as a brief description of the projects and the amounts allocated, and their expected impact.

7. Miscellanea

The Issuer will provide the Noteholders with:

- 7.1** available details of civil, criminal, labour, tax or other litigation, arbitration, or administrative or regulatory proceeding (including any GSE inspection), claim or action (including any dispute with any statutory or governmental authority) which takes place, is pending or threatened in

writing against or involving the Issuer or to the extent it acquires knowledge in writing thereof, any of its counterparty under the Project Documents;

- 7.2 without prejudice to the Conditions, a copy of any notice received or given by the Issuer constituting any step towards, or purporting or threatening default or, the rescission, termination or cancellation of any of the Project Documents, together with details of any action proposed to be taken in relation to the same;
- 7.3 details of any claims in relation to any Insurance Policy; and
- 7.4 any other reasonable information requested by the Noteholders with the respect to the Issuer, any SPV, their Assets and Plants.

8. Noteholders

Should a Representative of the Noteholders be appointed by the Noteholders, all reporting and undertakings to be provided or performed, as the case may be, to the Noteholders, shall be provided or performed, as the case may be, to the Representative of the Noteholders.



ANNEX B

Redemption schedule of the Notes

Note Interest Payment Date	Principal Due (per Nominal Holding of EUR 50000)	Principal Due (per Nominal Holding of EUR 50000)	Residual amount post repayment (per Nominal Holding of EUR 50000)	Percentage
30-Jun-20	589.00	117,800.00	49,411.00	1.178%
31-Dec-20	1,382.00	276,400.00	48,029.00	2.764%
30-Jun-21	1,334.00	266,800.00	46,695.00	2.668%
31-Dec-21	1,368.00	273,600.00	45,327.00	2.736%
30-Jun-22	2,032.00	406,400.00	43,295.00	4.064%
31-Dec-22	1,382.00	276,400.00	41,913.00	2.764%
30-Jun-23	2,190.00	438,000.00	39,723.00	4.380%
31-Dec-23	1,458.00	291,600.00	38,265.00	2.916%
30-Jun-24	2,362.00	472,400.00	35,903.00	4.724%
31-Dec-24	1,595.00	319,000.00	34,308.00	3.190%
30-Jun-25	2,492.00	498,400.00	31,816.00	4.984%
31-Dec-25	1,743.00	348,600.00	30,073.00	3.486%
30-Jun-26	2,507.00	501,400.00	27,566.00	5.014%
31-Dec-26	1,836.00	367,200.00	25,730.00	3.672%
30-Jun-27	2,683.00	536,600.00	23,047.00	5.366%
31-Dec-27	1,876.00	375,200.00	21,171.00	3.752%
30-Jun-28	2,789.00	557,800.00	18,382.00	5.578%
31-Dec-28	1,937.00	387,400.00	16,445.00	3.874%
30-Jun-29	2,899.00	579,800.00	13,546.00	5.798%
31-Dec-29	2,037.00	407,400.00	11,509.00	4.074%
30-Jun-30	2,956.00	591,200.00	8,553.00	5.912%
31-Dec-30	2,112.00	422,400.00	6,441.00	4.224%
30-Jun-31	2,716.00	543,200.00	3,725.00	5.432%
31-Dec-31	1,197.00	239,400.00	2,528.00	2.394%
30-Jun-32	1,244.00	248,800.00	1,284.00	2.488%
31-Dec-32	1,284.00	256,800.00	-	2.568%
Check	50,000	10,000,000		1.000

ANNEX C

Accounts Management

1. The Issuer shall maintain the Accounts until the Final Maturity Date.
2. The Issuer shall not withdraw from any Account if it would cause such Account to become overdrawn.

3. Proceeds Account

The Issuer shall operate the Proceeds Account as follows:

3.1 Credits to the Proceeds Account

The Issuer shall procure that the following amounts are credited to the Proceeds Account:

- (i) on the Issue Date, the Subscription Price;
- (ii) in accordance with para. 6.2, item (ii) of this Annex;
- (iii) all amounts paid to the Issuer by SPVs pursuant to item (xxxvi) of Condition 7 (*Covenants by the Issuer*) (or in accordance with the Cash Pooling Agreement where executed) and/or as SPV Distributions;
- (iv) any Insurance Proceeds and any Liquidated Damages received by the Issuer from any SPV (under Distribution or otherwise);
- (v) in accordance with para. 5.2, item (ii) of this Annex;
- (vi) 15 (fifteen) Business Days prior to the Final Maturity Date or the Early Redemption Date (if any), credit the full positive balance of the DSRA Account;
- (vii) 15 (fifteen) Business Days prior to the Final Maturity Date or the Early Redemption Date (if any), credit the full positive balance of the MRA where opened;
- (viii) 15 (fifteen) Business Days prior to the Final Maturity Date or the Early Redemption Date (if any), credit the full positive balance of the Cash Trap Lockup Account;
- (ix) any amount (other than those to be credited on any other Issuer's Account) due and paid to the Issuer not listed above;

3.2 Payments from the Proceeds Account

The Issuer shall only make withdrawals, payments or transfers from the Proceeds Account as follows, provided that the following order of priority will apply for payments due and payable on the same date:

- (i) on the Issue Date and within the Closing Period, apply the Subscription Price to pay the purchase price of the SPVs under the Quota Purchase Agreement, the amounts under the SPV Loans and the other amounts to be paid in accordance with the Funds Flow Memo;
- (ii) pay the due and payable Operating Costs (provided that Operating Costs shall *not* include any amount to be paid under the MSA as consideration of the MSA Contractor);
- (iii) pay any Taxes due by the Issuer and any Tax liability asserted against the Issuer;
- (iv) on each Interest Payment Date, pay, *pro rata*, all costs, charges, fees and expenses of the Noteholders' Representative;
- (v) pay all costs, charges, fees and expenses (other than Interest Amounts, Default Interest and Principal Amount Outstanding) due and payable under the Notes or for the enforcement of any rights of the Noteholders under the Transaction Documents;

- (vi) Interest Amounts and Default Interest (if any) due and payable under the Notes;
- (vii) repay the due and payable Principal Amount Outstanding of the Notes;
- (viii) on each Calculation Date, credit the DSRA with an amount equal to the positive difference (if any) between (x) the DSRA Balance Target calculated on such Calculation Date and (y) the positive balance of the DSRA on the Interest Payment Date immediately preceding the relevant Calculation Date;
- (ix) on each Calculation Date as of the opening of the MRA, credit the MRA with the MRA Amount or with the funds to replenish the MRA Amount;
- (x) if on a Calculation Date is verified that an ADSCR Trigger or an LLCR Trigger has occurred, unless a Default Early Redemption Request is served, on such date, on the immediately following Interest Payment Date and on each following Interest Payment Date until the Target Ratio Conditions are met on a subsequent Calculation Date, credit into the Cash Trap Lockup Account the positive difference (if any) between (a) the positive balance remaining on the Proceeds Account after application thereof to all of the previous items and (b) the Minimum Positive Balance standing on the Proceeds Account;
- (xi) on each Interest Payment Date, make mandatory prepayment of the Principal Amount Outstanding of the Notes in accordance with Condition 6.2;
- (xii) if on a Calculation Date is verified that:
 - (a) a Solo Sole ADSCR Trigger or a Solo Sole LLCR Trigger has occurred pursuant to the Solo Sole Bond Terms and Conditions, and/or
 - (b) a Solo Sole Equity Contribution Payment Event has occurred pursuant to the Solo Sole Equity Contribution Agreement (not causing a Solo Sole ADSCR Trigger or a Solo Sole LLCR Trigger),
 unless a Default Early Redemption Request is served, on such date, on the immediately following Interest Payment Date and on each following Interest Payment Date until the Solo Sole Target Ratio Conditions are met on a subsequent Calculation Date, credit into the Solo Sole Proceeds Account the positive difference (if any) between (a) the positive balance remaining on the Proceeds Account after application thereof to all of the previous items and (b) the Minimum Positive Balance standing on the Proceeds Account;
- (xiii) on each Interest Payment Date, make voluntary prepayment of the Principal Amount Outstanding of the Notes in accordance with Condition 6.3;
- (xiv) on each Calculation Date on which the Distribution Conditions are met, credit to the Distribution Account the positive difference (if any) between (a) the then positive balance of the Proceeds Account and (b) Minimum Positive Balance standing on the Proceeds Account;
- (xv) upon service of a Default Early Redemption Request, apply the full balance thereon to repay the Principal Amount Outstanding, plus pay interest accrued and unpaid thereon.

4. Cash Trap Lockup Account

The Issuer shall operate the Cash Trap Lockup Account as follows:

4.1 Credits to the Cash Trap Lockup Account

On any Calculation Date on which is verified that an ADSCR Trigger or an LLCR Trigger has occurred, on the immediately following Interest Payment Date and on each following Interest Payment Date until the Target Ratio Conditions are met on a subsequent Calculation Date, the Issuer shall procure that, the payment from the Proceeds Account listed in para. 3.2, item (x) of this Annex will be transferred on the Cash Trap Lockup Account.

4.2 Payments from the Cash Trap Lockup Account

The Issuer shall only make withdrawals, payments or transfers from the Cash Trap Lockup Account as follows:

- (i) on each Calculation Date falling after the Calculation Date on which any amounts were credited on the Cash Trap Lockup Account, the Issuer shall:
 - a) apply the full positive balance thereon (or the portion thereof necessary to meet the Target Ratio Conditions) to repay the Principal Amount Outstanding of the Notes in accordance with Condition 6.2.2, until the Target Ratio Conditions are not met; or
 - b) transfer the full positive balance thereon on the Proceeds Account, when the Target Ratio Conditions are met;
- (ii) upon service of a Default Early Redemption Request, apply the full balance thereon to repay the Principal Amount Outstanding, plus pay interest accrued and unpaid thereon;
- (iii) 15 (fifteen) Business Days prior to the Final Maturity Date or the Early Redemption Date (if any), transfer on the Proceeds Account the full positive balance of the Cash Trap Lockup Account.

5. Debt Service Reserve Account

The Issuer shall operate the Debt Service Reserve Account as follows:

5.1 Credits to the DSRA

The Issuer shall procure that the following amounts are credited to the Debt Service Reserve Account:

- (i) on or about the Issue Date, transfer from the Proceeds Account to the Debt Service Reserve's Account an amount equal to the DSRA Balance Target.
- (ii) thereafter, on each Calculation Date, transfer amounts from the Proceeds Account to the Debt Service Reserve Account, in accordance with para. 3.2, item (viii) of this Annex, up to the DSRA Balance Target.

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5.2 Payments from the DSRA

The Issuer shall only make withdrawals, payments or transfers from the Debt Service Reserve Account as follows:

- (i) on each Interest Payment Date, to pay any shortfall of the Issuer in paying any of the amounts referred to in para. 3.2, items (vi) and (vii) of this Annex with the positive balance of the Proceeds Account;
- (ii) on each Calculation Date, to credit the Proceeds Account with the positive difference (if any) between (a) the relevant DSRA positive balance and (b) the relevant DSRA Balance Target;
- (iii) upon service of a Default Early Redemption Request, apply the full balance thereon to repay the Principal Amount Outstanding, plus pay interest accrued and unpaid thereon;
- (iv) 15 (fifteen) Business Days prior to the Final Maturity Date or the Early Redemption Date (if any), transfer on the Proceeds Account the full positive balance of the DSRA.

6. Maintenance Reserve Account

The Issuer shall operate the Maintenance Reserve Account as follows:

6.1 Credits to the MRA

On each Calculation Date following the opening of the MRA, the Issuer shall transfer from the Proceeds Account to the MRA the MRA Amount or amounts to replenish it in accordance with para. 3.2, item (ix) of this Annex.

6.2 Payments from the MRA

The Issuer shall only make withdrawals, payments or transfers from the MRA Account as follows:

- (i) for paying any maintenance expense of the Plants which are not under the obligations of the O&M Contractor under any O&M or that remains unpaid for a period longer than 60 (sixty) calendar days by the O&M Contractor;
- (ii) 15 (fifteen) Business Days prior to the Final Maturity Date or the Early Redemption Date (if any), transfer on the Proceeds Account the full positive balance of the MRA.

7. Distribution Account

The Issuer shall operate the Distribution Account as follows:

7.1 Credits to the Distribution Account

- (i) Upon execution of all the Second Stage Closing Documents, the Issuer may credit to the Distribution Account the amounts specified in the Funds Flow Memo.
- (ii) On each Calculation Date, from the Proceeds Account, if the conditions under 3.2(xiv) are met.

7.2 Payments from the Distribution Account

Notwithstanding anything to the contrary under this Terms and Conditions, the Issuer may make payments or transfers from the Distribution Account without restrictions (including the repayment of any Shareholders Loan, as an exception to their subordination to the Notes).



ANNEX D

Insurance Policies

The Insurance Policies shall be entered into, in each case, on the date set out in the relevant paragraphs of this Annex D (*Insurance Policies*) and have an annual (renewable) duration or a longer duration as may be agreed and shall be kept in full force and effect for so long as any amounts remain outstanding under the Transaction Documents.

The Insurances Policies:

- (a) should be entered into and maintained in force with insurance companies having a rating not lower than "A-" by Standard & Poor's or equivalent rating from Moody's, Fitch or A.M. Best and however to the liking of the Noteholders;
- (b) the sums insured and the risks covered by the policies shall in no case be reduced without the prior written approval of the Noteholders and any modification will be subjected to acceptance of the Technical Advisor and Insurance Advisor.

the conditions mentioned shall be understood as maximum limits in respect of deductibles, while minimum limits in relation to guarantees and limits of compensation.

APPENDIX 1

FINANCIERS ENDORSEMENT

Insurances set out in this Annex D shall contain the following provisions or endorsements.

In particular, the All Risks Property - Machinery Breakdown - Business Interruption affected by the Issuer as per point 1 shall be endorsed with clauses provided in this Appendix 1.

In order to protect the financial entities interests on the project, we recommend incorporating the following loss payee clause in all insurance policies:

1. In this endorsement:

"**Agent**" means the Noteholders' Representative as defined in the Terms and Conditions.

"**Company**" means the Issuer.

"**Insurers**" means each entity or person insured under this policy severally.

"**Noteholders**" has the meaning ascribed to it in the Terms and Conditions.

2. The Insurers acknowledge that they have been notified that the Company has assigned by way of first ranking security to the Noteholders all its rights title and interest in this insurance and in the subject matter of this insurance and consent thereto, and confirm that they have not been notified of any other assignment of or security interest in the Company's interest in this insurance.

3. The Insurers acknowledge that the Noteholders and (in respect of third party liabilities) their respective officers, directors, employees agents and advisers are each additional co-insureds under this policy. The Insurers waive all rights of contribution against any other insurance effected by the Noteholders or their directors officers or employees or agents or advisers.

4. The Insurers hereby waive all rights of subrogation or action howsoever arising which they may have or acquire arising out of any occurrence in respect of which any claim is admitted hereunder against:
 - (a) any of the Noteholders or their officers, directors, employees, agents and advisers; and
 - (b) the Company and any other insured party until all its financial indebtedness to the Noteholders has been discharged.
5. The Insurers acknowledge receipt of consideration for the insurance of the Noteholders hereunder and acknowledge that the Noteholders are not liable for payment of any premium payable by any other insured under this insurance. The Insurers shall not be entitled to offset any sums payable to the Noteholders against premium or other monies owing by the Company.
6. The insurance provided by this policy is primary insurance. The amount of the insurers' liability shall not be reduced by the existence of other insurance of the same risk. The Insurers waive any claim for average or contribution in respect of any other insurance of the insured risks.
7. It is agreed that the inclusion of one or more Insured in this policy shall not affect the rights of any Insured as respects any claim, demand, law suit or judgment made or brought by or for any other Insured or by or for any employee of any Insured. This policy shall protect each Insured in the same manner as though a separate policy has been issued to each, but the inclusion herein of more than one Insured shall not serve to increase the limit of the insurers' liability. the liability of the Insurers under this Policy to any one Insured shall not be conditional upon the due observance and fulfilment by any other insured party of the terms and conditions of this Policy or of any duties imposed upon that insured party relating thereto, and shall not be affected by any failure in such observance or fulfilment by any such other insured party.
8. The Insurers acknowledge that (i) they have received adequate information in order to evaluate the risk of insuring the Company in respect of the risks hereby insured, on the assumption that such information is not materially misleading, and (ii) there is no information which has been relied on or is required by Insurers in respect of their decision to co-insure the Noteholders or their directors, officers, employees agents or advisers.
9. Notwithstanding any other provisions of this policy, Insurers agree not to avoid this insurance, or any valid claim under it on the grounds that the risk or claim was not adequately disclosed, or that it was misrepresented, unless deliberate or fraudulent non-disclosure or misrepresentation is established in relation thereto. Non-disclosure or misrepresentation by one Insured shall not be attributable to any other insured party who did not actively participate in that non-disclosure or misrepresentation knowing it to be such.
10. **Loss Payee Clause - Policies:** By way of loss payment agreement, the Insurers undertake that, until the Agent shall otherwise have notified and directed the Insurers, all monies due under this policy to any Insured, whether by way of claims, return premiums, ex gratia settlements or otherwise shall be paid as follows, or to such other account or accounts as the Agent so notifies to the Insurers:
 - (i) in the case of monies due under delay in start-up insurance and business interruption insurance, payment shall be made to the insured Company's Proceeds Account;

- (ii) in the case of all other monies due under this policy, payment shall be made to the insured Company's Proceeds Account.

LOSS PAYEE CLAUSE - POLICIES INVOLVING THIRD PARTY LIABILITY:

By way of loss payment agreement, the Insurers undertake that, until the Agent shall otherwise have notified and directed the Insurers, all monies due under this policy to any Insured, whether by way of claims, return premiums, ex gratia settlements or otherwise shall be paid as follows, or to such other account or accounts as the Noteholder so notifies to the Insurers:

In the case of all monies due under this policy, payment shall be made to the insured Company's Proceeds Account provided that, where payment represents claims monies due to satisfy a liability of the Issuer to a third party and where those monies are to be paid by the Insurers against a release from the third party to the insured Company in respect of the liability satisfied through the payment, the Insurers may make the payment direct to the third party on behalf of the insured Company after giving the Noteholder 10 days notice in writing of its intention so to do if the Noteholder has not objected to that payment to that third party within that 10 day period.

- 11. The Insurer shall pay such amount as will reimburse to the Insured the cost to it in euro of its loss or liability.
- 12. The Insurers shall give to the Noteholder at least 45 days notice in writing:
 - (a) before any cancellation can take effect if any Insurer cancels or gives notice of such cancellation of all or any cover under this insurance for any reason;
 - (b) before avoiding for non payment of any outstanding premium in order to give an opportunity for that premium to be paid within the notice period;
 - (c) before any reduction in limits or coverage, any increase in deductibles or any termination before the original expiry date is to take effect;
 - (d) of any act or omission or of any event of which the Insurer has knowledge and which the Insurer considers may invalidate or render unenforceable in whole or in part this insurance.
- 13. The Noteholder is not agent of any party other than the Noteholders for receipt of any notice or any other purpose in relation to this insurance.
- 14. All notices or other communications under or in connection with this policy will be given in writing or by fax. Any such notice will be deemed to be given as follows:
 - (a) if in writing, when delivered;
 - (b) if by fax, on the date on which it is transmitted but only if (i) immediately after the transmission, the sender's fax machine records the correct answerback (ii) the transmission date is a normal business day in the country of the recipient at the time of transmission and is recorded as received before 5 p.m. on that date in the recipient's time zone, failing which it shall be deemed to be given on the next normal business day in the recipient's country.

The address and fax number of the Noteholder for all notices under or in connection with this policy are those notified from time to time by the Noteholder for this purpose to the

Company. The initial address and fax number of the Noteholder are as follows:

The Noteholder: Piazza Barberini 52, 00187 Rome
For the attention of: Diomidis Dorkofikis e Francesco Maggi

15. This policy shall be governed by and interpreted in accordance with Italian Law.
16. This endorsement changes the policy. It overrides any conflicting provision in any policy or prior endorsement to which it applies.



APPENDIX 2

BROKER LETTER OF UNDERTAKING

The Borrower shall procure - in respect of the Insurances specified in this Annex D (*Insurance Policies*) - that the brokers through whom such Insurances have been procured deliver to the Noteholder (i) the Insurance Policies and/or documents certifying that the risks referred to and specified in this Annex D (*Insurance Policies*) are duly covered, and (ii) the Broker Letter of Undertaking substantially in the form set out in this Appendix 2 as soon as practicable after each insurance is effected or renewed.

To: Foresight Group S.à.r.l.
Piazza Barberini 52, 00187 Rome
For the attention of: Diomidis Dorkofikis e Francesco Maggi

as agent (the "**Noteholders' Representative**") and any successors

Dear Sirs,

In this letter:

"**Borrower**" means the Issuer.

"**Noteholders**" has the meaning ascribed to it in the Terms and Conditions.

"**Insurance**" means each of those insurances which the Borrower has agreed with the Finance Parties to procure and maintain in relation to the said project which are from time to time arranged by ourselves or by other companies within our group of companies.

"**Insurance Proceeds**" means has the meaning ascribed to it in the Terms and Conditions.

Pursuant to instructions received from the Borrower and in consideration of your approving our appointment or continuing appointment on behalf of the Noteholders to arrange maintain and monitor the Insurances covered by this letter (including renewals and/or replacements of them), we confirm that:

- (a) the Insurances are in full force and effect as evidenced by the attached policies or, failing those, cover notes, and comply with the Borrower's obligations under the Finance Documents including the loss payee clause in compliance with Finance Documents;
- (b) we are not aware (after making reasonable enquiry) of any information which should have been disclosed to insurers in order to constitute proper disclosure of the risks insured, or that any information disclosed was inaccurate or misleading;
- (c) we are not aware (after making reasonable enquiry) of any reason why the Borrower or any insurer may be unwilling or unable to honor its obligations in relation to the Insurances, or to avoid the Insurances, in whole or in part.
- (d) we acknowledge that the Noteholders have a direct interest in the Material Insurances as co-insured and an indirect interest in them arising from their security interest in them and in the claims proceeds deriving from them. In respect of our services during the term of our appointment, we accept responsibility for acting as insurance broker on behalf of the Noteholders in respect of the co-insurance of the Noteholders (or the Noteholder on their behalf) under the Material Insurances on policy terms (including lender endorsements) agreed from time to time by you.

We hereby undertake in respect of the interests of the Borrower and the Noteholders in the Insurances:

1. To notify promptly to all insurers from time to time of the Insurances of the assignment of the Borrower's rights under the Insurances and to the Insurance Proceeds to the Noteholders in such form as you may require and to procure their acknowledgement of receipt of such notices of assignment and by having the notices endorsed on the policies of Insurance, and to provide you with true copies of such notices and endorsements;
2. in the case of any Insurance policy, as and when the same is issued or renewed, to ensure that it complies with the requirements that the Borrower and the Noteholders have previously agreed and that it contains terms or endorsements agreed between the Borrower and the Noteholders;
3. to notify you:
 - (i) promptly when we are informed of any proposed changes in the terms of the Insurances which we reasonably believe would, if effected, result in any material reduction in limits or alteration in coverage (including those resulting from extensions) or increase in deductibles, exclusions or exceptions;
 - (ii) at least 30 days prior to the expiry of these Insurances with all reasonable information regarding their renewal arrangements, including premiums and insurers and reinsurers and terms and conditions of renewal cover; and
 - (iii) promptly if any premium due has not been paid within when due, or if any insurer or reinsure gives notice of cancellation non-renewal or avoidance of any Insurance or threatens to do so;
 - (iv) of any act or omission or of any event of which we have actual knowledge and which might reasonably be foreseen as invalidating any Insurance or rendering it void, avoidable or unenforceable in whole or in part;
 - (v) immediately in the event of our becoming aware of any purported assignment of or the creation of any security interest over the Borrower's interest or rights in any of the Insurances;
4. to disclose to you any fact, change of circumstance or occurrence which we know to be material to the risks insured against under the Insurance arranged by us promptly when we become aware of such fact, change of circumstance or occurrence, and if so requested by you to disclose the same to affected insurers and reinsurers;
5. to hold all Insurance policies received by us to your order, subject to our lien, if any, in respect of monies owing to us in respect of any Insurance;
6. to procure payment of any claim collected by us on behalf of the Borrower or the Noteholders in accordance with the Loss Payment clause (if any) within the Insurance;
7. to pay promptly to insurers all premium received from the Borrower or for which we are liable in order to ensure that each Insurance is valid and enforceable in accordance with its terms;
8. to make available to you on reasonable request our placing and claims files, and provide you with copies of any documents from those files.

We undertake to inform you in writing immediately if we receive or give notice that we are to cease to act as insurance brokers to the Borrower for the purpose of arranging, maintaining and/or monitoring any Insurances previously arranged by us. Paragraphs 1-7 above are

subject to our continuing appointment as insurance brokers in relation to the Insurances concerned and the handling of claims in relation to them.

This letter shall be governed by and construed in all respects in accordance with Italian law.

Yours faithfully

Attachments: [to be described]

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' or 'I' with a long horizontal stroke extending to the right.

Handwritten mark

ANNEX E

OPERATING BUDGET

June
2020

deceember
2020

YEAR	1 2 3 4 5 6						7 8 9 10 11 12						25 25		
	month	month	month	month	month	month	month	month	month	month	month	month	month	Incl.	VAT Excl.

Annual Budget	Supplier												VAT Regime	After VAT	Before VAT
---------------	----------	--	--	--	--	--	--	--	--	--	--	--	------------	-----------	------------

INCENTIVE	Supplier												VAT Regime	After VAT	Before VAT		
Feed-in-Tariff ancillary revenue	[Spare]													€	€	€	€

INSURANCE	Supplier												VAT Regime	After VAT	Before VAT		
All risk + RCT	[Spare]	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -

OPEX	Supplier												VAT Regime	After VAT	Before VAT			
O&M	Qohelet													€ 40,487	€ 49,394	€ 40,487	€ 98,789	€ 80,975
Land agreement Others (Utilities and power supply, etc.)	[Spare]	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -	€ -
Insurance	[Spare]	€ 10,797	€ 3,291	€ 3,291	€ 3,291	€ 3,291	€ 3,291	€ 3,291	€ 3,291	€ 3,291	€ 3,291	€ 3,291	€ 3,291	€ 24,091	€ 19,747	€ 48,181	€ 39,493	
Vigilance	[Spare]													€ 9,879	€ 8,097	€ 19,758	€ 16,195	
[Spare]	[Spare]													€ -	€ -	€ -	€ -	

OTHERS	Supplier												VAT Regime	After VAT	Before VAT			
ADV/SORS																		

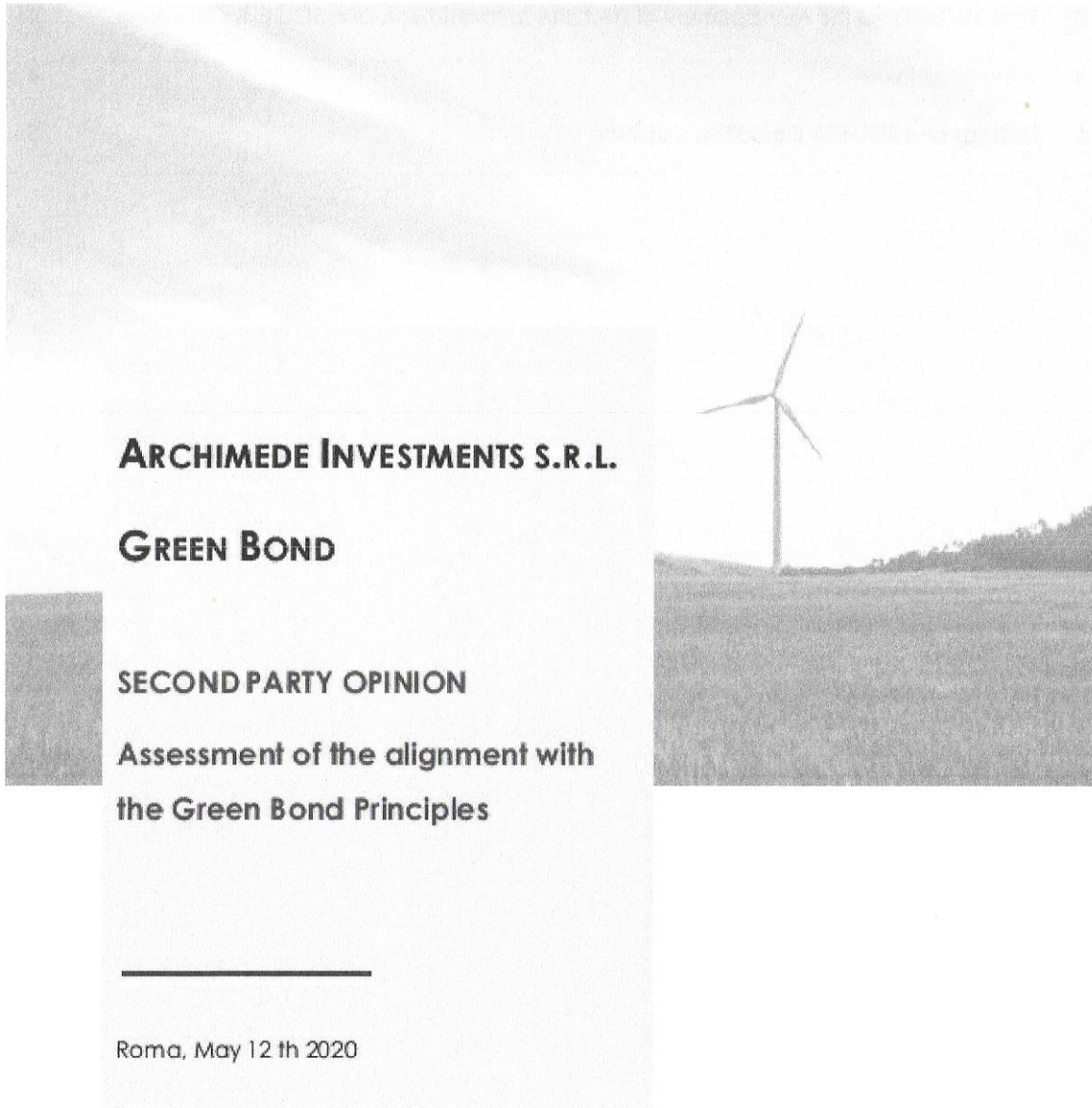
ANNEX F
Funds Flow Memo

Utilizzi		Coperture		
Upfront Fees	260,000.0	Bond	10,000,000.0	96.17%
Cash in balance	604,345.0	Deferred Payment	397,887	3.83%
DSRA	400,000.0			
Imposta sostitutiva	25,000.0			
Transaction costs	366,516.0			
Rimborso Leasing Elisur	2,284,477.2			
Rimborso finanziamento soci Elisur	1,388,000.0			
debito fornitore pregresso vs Qohelet (canone utilizzo impianto)	299,549.0			
Acquisto Centrale	1,770,000.0			
Acquisto quote Elisur e Aronne	3,000,000.0			
Total Utilizzi	10,397,887.2	100.00%	Total Utilizzi	10,397,887.2
				100.00%

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ANNEX G
Report Green Bond Principles

SOGESA
consulting srl



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2. Basis of SOGESA Consulting's opinion	3
3. Responsibilities of the Management of Archimede Investments and SOGESA Consulting	4
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1. SCOPE AND OBJECTIVES

Archimede Investments S.r.l. is an Italian company incorporated with the purpose of the indirect acquisition and management of six existing photovoltaic power plants (the "PLANTS") having an overall capacity of 5.398 kWp. Such Plants are owned by two special purpose vehicles (the "SPVs"), which will be effectively acquired by Archimede Investments S.r.l..

The estimated production of electricity of such Plants per year is about of 7.215 MWh, equivalent to a lower emissions amount of 2.713 CO₂/Tons (based on the average emissions level of the European thermoelectric plants). The Plants have already been admitted to the incentive tariff scheme "IV Conto Energia".

Archimede Investments S.r.l. is considering the issuance of a bond in EURO (henceforth referred to as "BOND") of 10.000.000,00 and would like to label it as a "Green Bond" as defined within the Green Bond Principles (GBP) by ICMA – International Capital Market Association.

The Issuer intends to use the proceeds of the BOND to: 1) fund the acquisition of the equity of the SPVs, 2) refinance the existing financial debt of one SPVs.

SOGESA Consulting S.r.l. ("SOGESA Consulting") has been commissioned by Archimede Investments S.r.l. to provide a Green Bond Second Party Opinion on the alignment with GBP. Our methodology to achieve this is described under 'Work Undertaken' below. We were not commissioned to provide independent assurance or other audit activities. No assurance is provided regarding the financial performance of the BOND, the value of any investments in the BOND, or the long-term environmental benefits of the transaction. Our objective has been to provide an assessment that the BOND has met the criteria established on the basis set out below.

The scope of this SOGESA Consulting opinion is limited to the Green Bond Principles by ICMA – International Capital Market Association – June 2018.

2. BASIS OF SOGESA CONSULTING'S OPINION

To provide as much flexibility for the issuer Archimede Investments S.r.l., we have adapted our Green Bond Principles assessment methodologies, which incorporates the requirements of the Green Bond Principles, to create an Archimede Investments S.r.l. - specific Green Bond Second Party Opinion Protocol (henceforth referred to as "Protocol"). Our Protocol includes a set of suitable criteria that can be used to underpin SOGESA Consulting's opinion. The overarching principle behind the criteria is that a green bond should "enable capital-raising and investment for new and existing projects with environmental benefits".

As for our Protocol, the criteria against which the BOND has been reviewed are grouped under the four Principles:

- ① **Principle One: Use of Proceeds.** The Use of Proceeds criteria are guided by the requirement that an issuer of a green bond must use the funds raised to finance eligible activities. The eligible activities should produce clear environmental benefits.
- ② **Principle Two: Process for Project Evaluation and Selection.** The Project Evaluation and Selection criteria are guided by the requirements that an issuer of a green bond should outline the process it follows when determining eligibility of an investment using Green Bond proceeds and outline any impact objectives it will consider.
- ③ **Principle Three: Management of Proceeds.** The Management of Proceeds criteria are guided by the requirements that a green bond should be tracked within the issuing organization, that separate portfolios should be created when necessary and that a declaration of how unallocated funds will be handled should be made.
- ④ **Principle Four: Reporting.** The Reporting criteria are guided by the recommendation that at least Sustainability Reporting to the bond investors should be made of the use of bond proceeds and that quantitative and/or qualitative performance indicators should be used, where feasible.

3. RESPONSIBILITIES OF THE MANAGEMENT OF ARCHIMEDE INVESTMENTS AND SOGESA CONSULTING

The management of Archimede Investments S.r.l. has provided the information and data used by SOGESA Consulting during the delivery of this review. Our statement represents an independent opinion and is intended to inform Archimede Investments management and other interested stakeholders in the BOND as to whether the established criteria have been met, based on the information provided to us. In our work we have relied on the information and the facts presented to us by Archimede Investments.

SOGESA Consulting is not responsible for any aspect of the nominated assets referred to in this opinion and cannot be held liable if estimates, findings, opinions, or conclusions are incorrect. Thus, SOGESA Consulting shall not be held liable if any of the information or data provided by Archimede Investments management and used as a basis for this assessment were not correct or complete.

4. WORK UNDERTAKEN

Our work constituted a high level review of the available information, based on the understanding that this information was provided to us by Archimede Investments S.r.l. in good faith. We have not performed an audit or other tests to check the veracity of the information provided to us. The work undertaken to form our opinion included:

- ① Creation of an Archimede Investments - specific Protocol, adapted to the purpose of the BOND, as described above;
- ① Assessment of documentary evidence provided by Archimede Investments S.r.l. on the BOND and supplemented by a high-level desktop research. These checks refer to current assessment, best practices and standards methodology;
- ① Discussions with Archimede Investments S.r.l. management, and review of relevant documentation;
- ① Documentation of findings against each element of the criteria. Our opinion as detailed below is a summary of these findings.

5. FINDINGS AND SOGESA CONSULTING'S OPINION

SOGESA Consulting's findings are listed below:

1. Principle One: Use of Proceeds

Archimede Investments S.r.l. intends to use a large part of the proceeds of BOND to fund the acquisition of the two SPVs that own the photovoltaic plants, allocating further 22% share of BOND for the refinancing operations of one of these SPVs.

SOGESA Consulting is aware that the photovoltaic power plants are already working with an adequate level of efficiency, allow significant savings in GHG emissions compared to fossil fuel consumption and meet the requirements for inclusion in the principles of Green Bond as they produce electricity from renewable sources.

According to the technical documentation provided by Archimede Investments S.r.l., the Plants are located in Sicily and have a production level of 7.215 MWp.

For what concerns the look-back period for the Plans to be refinanced, as per GBP recommendations we point out that the plants will be able to benefit from the fourth energy account facility for another 12 years from the date of acquisition.

On the basis of the information provided by Archimede Investments S.r.l. and the work undertaken, it is SOGESA Consulting's opinion that the BOND will meet the criteria established in the Protocol and that it is aligned with the stated definition of green bonds within the Green Bond Principles by ICMA, which is to "enable capital-raising and investment for new and existing projects with environmental benefits".

2. Principle Two: Process for Project Evaluation and Selection

Archimede Investments S.r.l. is a new company incorporated for the sole purpose of the acquisition of the Plants and the refinancing of the existing financial debt of the SPVs. No other project evaluation process will be carried out by Archimede Investments S.r.l. in the foreseeable future.

All the SPVs already have and will continue to have an O&M agreement with specialized service provider.

3. Principle Three: Management of Proceeds

SOGESA Consulting has reviewed evidence showing how Archimede Investments S.r.l. plans to trace the proceeds from the BOND, from the time of issuance to the time of disbursement.

The amount of the proceeds exceeding the sum that will be used immediately for the acquisition of the SPVs' equity will be managed within treasury or equivalent, and thereafter disbursed in accordance with the refinancing agreement. At the end of each financial period, Archimede Investments S.r.l. will review the outstanding balance of the BOND.

Archimede Investments S.r.l. may use an amount of cash not exceeding the 5% of the proceeds of the bond for an intra-group loan with Solo Sole S.r.l.. Such possible transaction would have not a financial impact on the use of proceed's scheme of the Bond. The details of the disbursements and the outstanding value will be tracked using Archimede Investments S.r.l. internal financial reporting system.

As stated above, SOGESA Consulting provides no assurance regarding the financial performance of the BOND, the value of any investments in the BOND, or the effects of the transaction.

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4. Principle Four: Reporting

Archimede Investments S.r.l. will deliver in its annual financial statements all the relevant qualitative and quantitative information concerning the environmental impact of the Plants in terms of energy savings and operational efficiency. In particular, shall provide information about the possible extraordinary maintenance operations when needed.

Roma, May 12 th 2020

for SOGESA Consulting S.r.l.

Stefano Dionisio

Partner and Administrator

Stefano Dionisio

Pierluigi Pireddu

Partner and Technical Director

Pierluigi Pireddu

SOGESA Consulting Srl

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Protocol: GREEN BOND ASSESSMENT SCHEME OF ARCHIMEDE INVESTMENTS S.r.l.

1. USE OF PROCEEDS

Ref.	Criteria	Requirements	Work Undertaken	Findings
1a	Type of bond	<p>The bond must fall into one of the following categories, as defined by the Green Bond Principles;</p> <ul style="list-style-type: none"> • Green Use of Proceeds Bond • Green Use of Proceeds Revenue Bond • Green Project Bond • Green Securitized Bond 	<p>Review of:</p> <ul style="list-style-type: none"> - BOND Admission document; - BOND Term Sheet; - BOND Funds Flow; - BOND Structure Memo; - Technical Due Diligence. <p>Discussions with Archimede Investments management</p>	<p>SOGESA Consulting is aware of the fact that the six existing photovoltaic power plants meet the requirements for their inclusion in Green Bond's principles as they produce electricity from renewable sources.</p> <p>The Issuer intends to use the proceeds of the BOND to: 1) fund the acquisition of the equity of the SPVs, 2) refinance the existing financial debt of one SPVs.</p> <p>The refinancing operations will absorb approximately the 22% of the amount of the Bond.</p>
1b	Green Project Categories	<p>The cornerstone of a Green Bond is the utilization of the proceeds of the bond, which should be appropriately described in the legal documentation.</p>	<p>Review of:</p> <ul style="list-style-type: none"> - BOND Admission document; - BOND Term Sheet; - BOND Funds Flow; - BOND Structure Memo; - Technical Due Diligence. <p>Discussions with Archimede Investments management</p>	<p>Archimede Investments S.r.l. is an Italian company incorporated with the purpose of the indirect acquisition and management of six existing photovoltaic power plants (the "PLANTS") having an overall capacity of 5.398 kWp.</p> <p>Two special purpose vehicles (the SPVs") own such Plants, which will be the effectively acquired by Archimede Investments S.r.l..</p> <p>The Plants have already been admitted to the incentive tariff scheme "IV Conto Energia".</p>

Ref.	Criteria	Requirements	Work Undertaken	Findings
1c	Environmental benefits	All designated Green Project categories should provide clear environmentally sustainable benefits, which, where feasible, will be quantified or assessed by the issuer.	Review of: <ul style="list-style-type: none"> - BOND Admission document; - BOND Term Sheet; - BOND Funds Flow; - BOND Structure Memo; - Technical Due Diligence. Discussions with Archimede Investments management	The estimated production of electricity of such Plants per year is about of 7.215 MWhe, equivalent to a lower emissions amount of 2.713 CO2/Tons (based on the average emissions level of the european thermoelectric plants). All plants are well below the half of the average operating technical age.

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2. PROCESS FOR PROJECT SELECTION AND EVALUATION

Ref.	Criteria	Requirements	Work Undertaken	Findings
2a	Investment-decision process	<p>The issuer of a Green Bond should outline the decision-making process it follows to determine the eligibility of projects using Green Bond proceeds.</p> <p>This includes, without limitation:</p> <ul style="list-style-type: none"> • process to determine how the projects fit within the eligible Green Projects categories identified in the Green Bond Principles; • the criteria making the projects eligible for using the Green Bond proceeds; • and the environmental sustainability objectives. 	<p>Review of:</p> <ul style="list-style-type: none"> - BOND Admission document; - BOND Term Sheet; - BOND Funds Flow; - BOND Structure Memo; - Technical Due Diligence. <p>Discussions with Archimede Investments management</p>	<p>Archimede Investments S.r.l. is a new company incorporated for the sole purpose of the acquisition of the Plants and the refinancing of the existing financial debt of the SPVs.</p> <p>No other project evaluation process will be carried out by Archimede Investments S.r.l. in the foreseeable future.</p> <p>All the target SPVs already have and will continue to have an O&M agreement with specialized service provider.</p>



3. MANAGEMENT OF PROCEEDS

Ref.	Criteria	Requirements	Work Undertaken	Findings
3a	Tracking procedure	The net proceeds of Green Bonds should be credited to a sub-account, moved to a sub-portfolio or otherwise tracked by the issuer in an appropriate manner and attested to by a formal internal process that will be linked to the issuer's lending and investment operations for Green Projects.	<p>Review of:</p> <ul style="list-style-type: none"> - BOND Admission document; - BOND Term Sheet; - BOND Funds Flow; - BOND Structure Memo; - Technical Due Diligence. <p>Discussions with Archimede Investments management</p>	<p>SOGESA Consulting has reviewed evidence showing how Archimede Investments plans to trace the proceeds from the Bond, from the time of issuance to the time of disbursement.</p> <p>Archimede Investments S.r.l. intends to use a large part of the proceeds of BOND to finance the acquisition of the two SPVs that own the photovoltaic plants, allocating a 22% share of BOND for the refinancing operations of one of these SPVs.</p> <p>The amount of the proceeds exceeding the sum that will be used immediately for the acquisition of the SPVs will be managed within treasury or equivalent, and thereafter disbursed in accordance with the refinancing process.</p> <p>At the end of each financial period, Archimede Investments will review the outstanding balance of the Bond.</p> <p>The details of the disbursements and the outstanding value will be tracked using Archimede Investments internal financial reporting system.</p> <p>Archimede Investments S.r.l. may use an amount of cash not exceeding the 5% of the proceeds of the bond for an intra-group loan with Solo Sole S.r.l.. Such possible transaction would have not a financial impact on the use of proceeds scheme of the Bond. The details of the disbursements and the outstanding value will be tracked using Archimede Investments S.r.l. internal financial reporting system.</p>

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4. REPORTING

Ref.	Criteria	Requirements	Work Undertaken	Findings
4a	Periodical reporting	In addition to reporting on the use of proceeds and the temporary investment of unallocated proceeds, issuers should provide at least annually a list of projects to which Green Bond proceeds have been allocated including - when possible with regards to confidentiality and/or competitive considerations - a brief description of the projects and the amounts disbursed, as well as the expected environmentally sustainable impact.	Review of: <ul style="list-style-type: none"> - BOND Admission document; - BOND Term Sheet; - BOND Funds Flow; - BOND Structure Memo; - Technical Due Diligence, Discussions with Archimede Investments management	Archimede Investments will deliver in its annual financial statements all the relevant qualitative and quantitative information concerning the environmental impact of the photovoltaic plants in terms of energy savings and operational efficiency. Furthermore, Archimede Investments will point out the possible interventions in terms of extraordinary operations aimed to preserve or increase the efficiency level of such assets.

