

**AMENDMENT AGREEMENT NO. 2**

**TO THE**

**AGREEMENT FOR THE SALE, TRANSPORTATION, INSTALLATION, START UP AND TESTING OF WIND  
TURBINE GENERATORS**

**By and between**

**RENEXIA SERVICES S.R.L.**

**As Buyer**

**And**

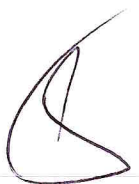
**SIEMENS GAMESA RENEWABLE ENERGY EOLICA S.L. UNIPERSONAL**

**And**

**SIEMENS GAMESA RENEWABLE ENERGY WIND S.r.l.**

**As Contractor**

**Dated as of 20/07/2020**

A handwritten signature in dark ink, consisting of a stylized, cursive letter 'S' or 'C' with a loop, located in the bottom right corner of the page.

## **AMENDMENT AGREEMENT NO. 2**

### **TO THE**

### **AGREEMENT FOR THE SALE, TRANSPORTATION, INSTALLATION, START UP AND TESTING OF WIND TURBINE GENERATORS**

THIS AMENDMENT AGREEMENT (this "**Agreement**") is dated as of **20/07/2020** and entered into by and between:

- 1) RENEXIA SERVICES S.R.L. an Italian limited liability company, with registered number 02533210692 having its registered office at Viale Abruzzo 410, 66100 Chieti ("**Buyer**"), and
- 2) SIEMENS GAMESA RENEWABLE ENERGY EOLICA S.L. UNIPERSONAL, a Spanish corporation, with registered number B-31907330 having its Registered Office at Avda. Ciudad de la Innovacion, 9-11, 31621 Sarriguren (Navarra) - Spain ("**Siemens Gamesa Spain**") and SIEMENS GAMESA RENEWABLE ENERGY WIND S.r.l. an Italian limited liability company, with registered number 08087711001 having its Registered Office at Rome, Via Ostiense 131/L, 00154 Roma Italy ("**Siemens Gamesa Italy**") (Siemens Gamesa Spain and Siemens Gamesa Italy, together and on a joint and several basis, the "**Contractor**").

### **RECITALS**

**WHEREAS**, on 08/06/2020 the Buyer and the Contractor entered into an agreement for the sale, transportation, installation, start up and testing of wind turbine generators in relation to the Casalduni wind farm, to be located and built in the Municipalities of Casalduni, Pontelandolfo and Campolattaro, Benevento Province, Campania Region, Italy (this agreement, as amended by way of an amendment agreement entered into on 30/06/2020, hereinafter the "**TSA Agreement**").

**WHEREAS**, the Buyer and the Contractor hereby intend to amend certain Clauses of the TSA Agreement by way of this Agreement.

**NOW THEREFORE**, in consideration of the premises, the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **Article 1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Incorporation of defined terms and construction**

- (a) Unless a contrary indication appears, terms defined in, or construed for the purposes of, the TSA Agreement have the same meanings when used in this Agreement (unless the same are otherwise defined in this Agreement).
- (b) The principles of construction as set out in Clause 1.2 (*Rules of Interpretation*) of the TSA Agreement shall have effect as though they were set out in full in this Agreement.

#### **1.2 Continuing obligations**

Subject to the provisions of this Agreement:

- (i) the TSA Agreement shall remain in full force and effect;



- (ii) the TSA Agreement shall be read and construed as one document with this Agreement and any reference made to the TSA Agreement shall be deemed as made to the TSA Agreement as amended according to this Agreement; and
- (iii) nothing in this Agreement shall constitute a waiver or release of any right or remedy of the Parties, nor otherwise prejudice any right or remedy of a Party under the TSA Agreement.

## **Article 2 AMENDMENTS TO THE TSA AGREEMENT**

### **2.1 Amendment**

- (a) The Parties agree to replace the definition of Long Stop Date under Clause 1.1 (*Definitions*) of the TSA Agreement with the following:

**"Long Stop Date"** means 15 October 2020".

- (b) The Parties agree that the Programme attached to the TSA Agreement as Exhibit C is fully replaced by the programme hereby attached as Annex 1.
- (c) Should any of the Conditions Precedent not occur, or not be waived by mutual written agreement of the Parties, by the Long Stop Date, the Parties undertakes to postpone, before the 15 October 2020, the Long Stop Date to 1 December 2020 provided that the Contractor is able to keep the same Contract Price and provide an equivalent programme.

### **2.2 Absence of novation**

The Parties to this Agreement acknowledge that this Agreement shall not have novative effect (*effetto novativo*) pursuant to Article 1230 and followings of the Italian Civil Code on the TSA Agreement and the rights and obligations of the Parties arising thereunder and, therefore, the entering into this Agreement shall not have (and shall not be construed as having) the effect of causing the expiry of the rights and obligations arising from the TSA Agreement as a consequence of novation (*novazione oggettiva*).

## **Article 3 TAXES AND EXPENSES**

Each Party must bear the taxes arising from the execution of this Agreement in accordance with the provisions of the Applicable Law and exclusively assume the expenses incurred by it with respect to the negotiation, execution and performance of this Agreement, including those of its advisors.

## **Article 4 MISCELLANEOUS**

### **4.1 Incorporation of terms**

The provisions of Clauses 16 (*Notices*) and 15 (*Confidentiality. Personal Data Protection*) of the TSA Agreement shall apply to this Agreement as if set out in full in this Agreement.

### **4.2 No other amendments**

No other provision of the TSA Agreement is intended to be amended, integrated or waived by the execution of this Agreement except as expressly provided herein.

The Parties also agree that, apart from the provisions amended under this Agreement, the provisions of the TSA

Agreement shall not be affected the terms of this Agreement.

#### 4.3 General Provisions

If individual provisions of this Agreement are declared invalid or unenforceable for any reason, the validity of the remaining provisions of this Agreement will remain unchanged. In such a case, the Parties shall make reasonable efforts to replace the invalid or unenforceable provisions possibly with other provisions that correspond as closely as possible to the economic intent of any invalid provisions.

#### Article 5 DISPUTE RESOLUTION – GOVERNING LAW

The provisions of Clauses 17 (*Dispute Resolution*) and 18 (*Governing Law*) of the TSA Agreement shall apply to this Agreement as if set out in full in this Agreement.

\* \* \*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above. This Agreement may be executed or signed by means of electronic signature, facsimile counterparts or as a "pdf" or similar attachment to an email, each of which shall be deemed to be an original as against any Party whose signature appears thereon. The Parties further consent and agree that the electronic signatures appearing on this Agreement and any other method described herein shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures. The Parties also agree to the possibility of one of them signing by means of electronic signature and the other by original signature in two copies of the Agreement.

As Buyer:

By: LINO BERGONZI

Title: PRESIDENT

As Contractor:

By:

Name:

Title:

By: Tolai, Andrea

Name: (SGRE ON  
SE&A S&MK  
IGMAT IT)

Title:

Digitally signed by  
Tolai, Andrea (SGRE  
ON SE&A S&MK  
IGMAT IT)  
Date: 2020.07.20  
10:21:33 +02'00'

By:

Name:

Title:

By: Trinx, Angelo  
Raffaele Danilo  
Name: (SGRE ON SE&A  
PR)

Title:

Digitally signed by Trinx,  
Angelo Raffaele Danilo  
(SGRE ON SE&A PR)  
Date: 2020.07.20  
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## **Annexes**

### **Annex 1: Programme**

