

To:

**Foresight Group S.à r.l.**

68-70 Boulevard de la Pétrusse

L-2320 Luxembourg

And to:

**Rivage Investment SAS**

— 5 rue Drouot,

75009 Paris

(collectively, the **Finance Parties**)

Dear All,

The undersigned, Javier Cabezudo Pueyo, acting in his capacity as “In-house” Legal Counsel to:

a) **Siemens Gamesa Renewable Energy Eólica S.L. Unipersonal**, a company incorporated under the laws of Spain, whose registered office is at Avda. Ciudad de la Innovación, 9-11, 31621 Sarriguren (Navarra) – Spain, and corporate capital Euro 200,500.00 fully paid in, registered in the Registry of Companies of Navarra (Spain), with registration number B-31907330 (hereinafter referred to as, “**Siemens Gamesa Spain**”), in connection with the agreement for the sale, transportation, installation, start up and testing of wind turbine generators in respect of the wind farm to be built in Casalduni (BN), entered into on 8 June 2020 (as amended and supplemented from time to time), between Renexia Services Srl (hereinafter referred to as the “**Buyer**”), on the one hand, and Siemens Gamesa Renewable Energy Eólica S.L. Unipersonal and Siemens Gamesa Renewable Energy Wind S.r.l (hereinafter referred to as the “**Siemens Gamesa Italy**”), on the other hand (hereinafter referred to as the “**TSA Contract**”);

b) **Siemens Gamesa Renewable Energy Wind S.r.l.**, a company incorporated under the laws of Italy, whose registered office is at Rome, Via Ostiense 131/L, 00154 Roma Italy and corporate capital Euro 100,000.00 fully paid in, registered in the Registry of Companies of Rome, with registration number 08087711001 (hereinafter referred to as, “**Siemens Gamesa Italy**”), in connection with:

- agreement for the sale, transportation, installation, start up and testing of wind turbine generators in respect of the wind farm to be built in Casalduni (BN), entered into on 8 June 2020 (as amended and supplemented from time to time), between Renexia Services Srl (hereinafter referred to as the “**Buyer**”), on the one hand, and Siemens Gamesa Renewable Energy Eólica S.L. Unipersonal and Siemens Gamesa Renewable Energy Wind S.r.l (hereinafter referred to as the “**Siemens Gamesa Italy**”), on the other hand (hereinafter referred to as the “**TSA Contract**”); and

- the full maintenance services agreement in respect of the wind farm to be built in Casalduni (BN), entered into on 8 June 2020, between Parco Eolico Casalduni House Srl, on the one hand, and Siemens Gamesa Renewable Energy Wind S.r.l. (hereinafter referred to as the “**Operator**”) on the other hand (hereinafter referred to as the **O&M Contract**)

hereby certifies and confirms that:

1. The Contractor are two companies of Spanish and Italian nationality respectively, validly constituted according to the public deeds referred below, with the necessary capacity to enter into the TSA Contract and to consummate the transactions contemplated thereto.

- Public deed dated November 10th, 2006, issued by the Notary of Bilbao (Spain), Mr. José Antonio González Ortiz, regarding Siemens Gamesa Renewable Energy Eólica S.L. Unipersonal;
- Public deed dated July 6th, 2004, issued by the Notary of Rome (Italy), Mr. Pierandrea Fabiani, regarding Siemens Gamesa Renewable Energy Wind S.r.l.

The execution of the TSA Contract has been duly and validly authorized by all necessary corporate action on the part of the Contractor, and Mr. Roberto Sabalza Goyeneche and Mr. Xabier Tobalina Barredo, who have signed the TSA Contract on behalf of the Siemens Gamesa Spain, as well as Mr. Andrea Tolai and Mr. Angelo Raffaele Danilo Trinx, who have signed the TSA Contract on behalf of Siemens Gamesa Italy, have been correctly empowered as representatives of the Contractor to execute the TSA Contract.

2. The Operator is a company of Italian nationality validly constituted according to the public deed dated July 6th, 2004, issued by the Notary of Rome (Italy), Mr. Pierandrea Fabiani, with the necessary capacity to enter into the O&M Contract and to consummate the transactions contemplated thereto. The O&M Contract has been duly and validly authorized by all necessary corporate action on the part of the Operator, and Mr. Andrea Tolai and Mr. Angelo Raffaele Danilo Trinx, who have signed the O&M Contract on behalf of the Operator, have been correctly empowered as representatives of the Operator to execute the O&M Contract.

This opinion letter is regarding the TSA Contract and the O&M Contract mentioned above. It is made on behalf of Contractor and Operator and, therefore, in rendering this opinion, the undersigning assume/s no personal liability. Any liability of Contractor and Operator arising out or in connection with this opinion letter shall in no event exceed the liability of Contractor and Operator as set out in the TSA Contract and the O&M Contract respectively.

This opinion letter speaks only as of the date hereof. We expressly disclaim any responsibility to advice you of any development or circumstance of any kind including any change of law of fact that may occur after the date of this opinion letter, even though such development, circumstance or change may affect the legal analysis, a legal conclusion or any other matter set forth in or relating to this opinion letter.

This opinion is given solely for the benefit of the Addressees, their assignees and participants and for the benefit of their legal advisers acting in that capacity in relation to this transaction and may not be relied upon by any other person without my prior written consent, save that it may be disclosed without such consent to:

- (a) any person to whom disclosure is required to be made (i) by applicable law or court order, or (ii) pursuant to the rules or regulations of any supervisory or regulatory body, or (iii) in connection with any judicial proceedings;
- (b) the officers, employees, auditors and professional advisers of any Addressee;
- (c) any affiliate of any Addressee and the officers, employees, auditors and professional advisers of such affiliate which should need to know it for the good end of the transaction; and
- (d) any person, not otherwise an Addressee of this opinion letter, who is a potential transferee or assignee of any lender, and their respective professional advisers,

on the basis that (i) such disclosure is made solely to enable any such person to be informed that an opinion has been given and to be made aware of its terms but not for the purposes of reliance, and (ii) I do not assume any duty or liability to any person to whom such disclosure is made.

This opinion letter expresses and describes Spanish and Italian legal concepts in English and not in their original Spanish and/or Italian terms unless specifically set forth. This opinion is furnished to you and may only be relied upon on the express conditions that:

- (a) it shall be governed by and all terms and expressions used herein shall be construed and interpreted in accordance with the laws of Spain and/or Italy without giving effect to the principles of conflict of laws thereof; and
- (b) any action, claim or other dispute arising out of or in connection with this opinion is to be determined by the competent courts of Bilbao, Spain, which shall have exclusive jurisdiction in relation to such action, claim or other dispute.

This opinion letter is solely for the information of the persons to whom it is addressed to, and without prior written consent may not be relied upon for any other purpose or disclosed to or quoted to or relied upon by any other person.

Signed at Bilbao, December 22th, 2020



Name: Javier Cabezudo Pueyo

Title: Legal Counsel, Siemens Gamesa