

FULL MAINTENANCE SERVICES AGREEMENT

By and between

PECH s.r.l.

As Client

And

Siemens Gamesa Renewable Energy Wind S.r.l.

As Operator

Dated as of 08 / 06 / 2020

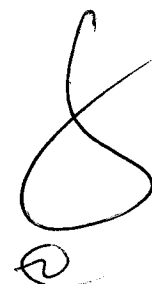
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BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

FULL MAINTENANCE SERVICES AGREEMENT

THIS FULL MAINTENANCE SERVICES AGREEMENT (this "**Agreement**") is dated as of / 06 / 2020 (the "**Effective Date**"), by and between PECH S.r.l. an Italian limited liability company with VAT number 01527100620 having its registered office at Viale Abruzzo 410, Chieti, Italy (the "**Client**"), and Siemens Gamesa Renewable Energy Wind S.r.l., an Italian limited liability company, with VAT number 08087711001, having its registered office at Via Ostiense 131/L, Rome, Italy (the "**Operator**" and, together with the Client, the "**Parties**" and, each of them, also, a "**Party**").

W H E R E A S

The Client will enter into an engineering, procurement and construction agreement (the "**EPC Contract**") with Renexia Services S.r.l. (the "**Buyer**") in relation to the construction of the Casalduni wind farm of 10 SG132 3.645 MW, located and built in the Municipalities of Casalduni, Pontelandolfo and Campolattaro, Benevento Province, Campania Region, Italy (the "**Wind Farm**").

As will be permitted under the EPC Contract, the Buyer has subcontracted to the Operator and **Siemens Gamesa Renewable Energy Eolica S.L.** (together and on a joint and several basis, the "**Contractor**") certain activities undertaken by itself under the EPC Contract, by entering into on / 06 / 2020 an agreement for the sale, transportation, installation, start up and testing of wind turbine generators (the "**WTGs**") to be installed in the Wind Farm (the "**Sale and Installation Agreement**"). The Client has received copy of the Sale and Installation Agreement and acknowledges its terms and conditions.

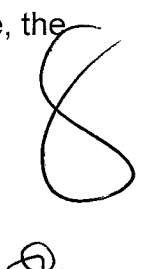
The Client is interested in engaging the Operator for the provision of maintenance services in connection with the Wind Farm, and the Operator is interested in providing such services, pursuant to the terms and conditions contained herein.

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, RECITALS AND ANNEXES

1.1 Definitions

In this Agreement, unless, in any particular instance, it is expressly indicated otherwise, the following capitalized terms shall have the meaning set out in Article 1.1

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“Additional Services” has the meaning ascribed thereto in Article 3.1.2 below of this Agreement.

“Affiliate” means, as to a specified Person, any other Person that, directly or indirectly, controls or is controlled by or is under common control with the Person in question, for which purpose “control” has the meaning set forth in Section 2359 of the ICC.

“Agreement” means this Agreement and includes all annexes and schedules attached hereto

“Annual Period”: means each 12 (twelve) month periods beginning (i) on the Commencement Date; and (ii) on each anniversary thereof.

“Applicable Laws” means all national (or state) or regional or local, legislation, statutes, ordinances, judgments, decrees, injunctions, writs, orders, rules and regulations of any Governmental Authority having jurisdiction over the Parties and/or the Wind Farm and/or the performance of the Parties’ obligations as set forth in this Agreement.

“Availability” means a percentage calculated for each WTG in accordance with the following fraction:

$$\frac{100\% * (8,760 - \text{Time Not Available} - \text{Time Not Applicable})}{8,760 - \text{Time Not Applicable}}$$

“Time Not Applicable” means periods for which the WTG was not available due to the following:

- (a) Force Majeure including the times at which the climatic conditions exceed those stated in the Safe Working Practices Manual for maintenance as identified in the above definition of Force Majeure;
- (b) parameters of the National Grid for the transmission (RTN) are out of range as set out in the Technical Specifications.

“Time Not Available” means the number of hours in which the WTG is not operative due to defects in the WTG attributable to Operator or Contractor.

Furthermore, the time lost due to the following reasons will not be deemed “Time Not Available”:

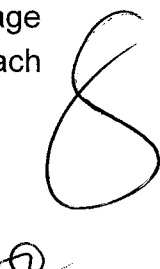
BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

- (a) Force Majeure including the times at which the climatic conditions exceed those stated in the Safe Working Practices Manual for maintenance as identified in the above definition of Force Majeure;
- (b) parameters of the National Grid for the transmission (RTN) are out of range as set out in the Technical Specifications.
- (c) Wind speed out of the range set out in the Technical Specifications.
- (d) Ambient temperature out of the range set out in the Technical Specifications.
- (e) Hours during which Preventive and Predictive Maintenance is performed, as defined in this Agreement with a cap of 80 hours for the first year of maintenance and 45 for the subsequent years.
- (f) Hours during which upgrading the SCADA is performed, as described in Article 3.6; the parties agree that these hours will be jointly agreed on a case by case scenario.
- (g) Ice on blades.
- (h) WTG cables unbundling.
- (i) Lack of valid access to the Site or the WTGs not attributable to the Operator.
- (j) Material non fulfilment by SPV under this Agreement.
- (k) Any Warranty Limitations pursuant to this Agreement.
- (l) Time when the WTG is stopped by or on the Owner request.

If one or several WTG have to be paused or stopped during the execution of the first noise level test described under Article 7.5 of the Sale and Installation Agreement, such WTG or WTGs will not be accounted for the Availability Warranty.

For each Annual Period, the average Availability of the Wind Farm will be calculated within 20 Business Days from the end of such Annual Period as the arithmetical average of the Availabilities of each and every one of the WTGs.

During the Warranty Period, Operator warrants to Client that the annual average Availability of the Wind Farm calculated within 20 Business Days from the end of each Annual Period shall be no less than 97% (the “**Availability Warranty**”).

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“Availability Liquidated Damages” has the meaning ascribed thereto in Article 6.2 of this Agreement.

“AW” has the meaning ascribed thereto in Article 6.2 of this Agreement.

“Business Day” means any day which is not a Saturday, a Sunday or a day on which banks are not open for full range of business in Milan or Rome (Italy).

“Certificate of Take Over of the Wind Farm” has the meaning attributed to it under the Sale and Installation Agreement.

“Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any Applicable Laws in Italy or any change of their generally accepted interpretation (as provided by the Corte di Cassazione); or (ii) the imposition of any material change in the conditions on the issuance or renewal of any applicable Permit after the Effective Date, which in the case of either (i) or (ii), establishes requirements affecting the performance of the Parties’ obligations as set forth in this Agreement, which requirements are more burdensome than those applicable on the Effective Date or those specified in this Agreement. Parties agree and acknowledge that the entering into force of any law which is already published by the competent authorities at the Effective Date, but which, by its terms, enters into force or becomes applicable to either Party or this Agreement after the Effective Date, shall not be deemed as “Change in Law” under this Agreement.

“Client Permits” means the interconnection agreement, licenses related to the delivery of electricity to the grid, license to construct, Site Agreements, planning permissions, the permits necessary with respect to the interconnection agreement and any conditional use Permit required for the construction and operation of the Wind Farm on the Site and any other Permits necessary for the Client to perform its obligations hereunder or to construct, own, operate or maintain the Wind Farm.

“Confidential Information” has the meaning ascribed thereto in Article 15.1 of this Agreement.

“Commencement Date” means the date reported in the Certificate of Take Over of the Wind Farm.

“Consumer Price Index” means the annual variation of the consumer price for the whole Italian nation index published by ISTAT.

“Corrective Maintenance” has the meaning ascribed thereto in Article 3.4 of this Agreement.

“Dispatching Orders Management” has the meaning ascribed thereto in Article 3.1.1.

“Emergency” means an event occurring at the Site, the Wind Farm, or any adjoining property that poses actual or imminent risk of serious injury to any person or material physical damage to the Site, the Wind Farm, or one or more WTGs requiring, in the good faith determination of the Operator acting according to the Good and Prudent Practice, immediate preventive or remedial action by the Operator.

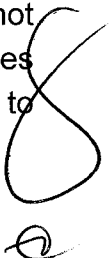
“Environmental Claims” means all claims for reimbursement, remediation, abatement, removal, clean up, contribution, personal injury, property damage or damage to natural resources made by any Governmental Authority or other Person arising from or in connection with the (i) presence, either actual or potential, of any spill, leak, emission, discharge or release of any Hazardous Substances over, on, in, under or from the Wind Farm, or (ii) breach of any Environmental Laws.

“Environmental Laws” means any Applicable Laws governing the presence, manufacture, generation, formulation, processing, use, treatment, handling, storage, disposal, distribution or transportation, or an actual or potential spill, leak, emission, discharge or release of any Hazardous Substances, pollution, contamination or radiation into any water, soil, sediment, air or other environmental media, including any Applicable Laws relating to the preservation of human health and safety.

“Equipment” has the meaning attributed to it under the Sale and Installation Agreement.

“Expenses” means the following documented costs: (i) direct costs of Equipment components and spare parts or other items required for any Repair Out of the Scope, including (but not limited to) materials, supplies, tools, equipment, rental equipment and vehicles, subcontracted services, spare parts, with any spare parts and components supplied by the Operator or an Affiliate of the Operator to be invoiced in accordance with the then current Spare Parts Price List, (ii) any other actual third party costs incurred by the Operator for any Repair Out of the Scope, and (iii) the cost of shipping, insurance, sales, excise or use taxes, customs or duties, or other similar charges associated with the costs in (i) and (ii).

“Force Majeure” means any event unforeseeable or any event foreseeable but inevitable, which is not due to the wilful misconduct, fault or gross negligence of the Party affected, as a result of which such Party is delayed in the performance of, or is unable to perform, its obligations under this Agreement (other than any payment obligation), including, but not limited to, drought, fire, flood, hailstorms, earthquake, lightning outside the operating rates under the Technical Specification and/or provided that the relevant damages are not due to



the lightning protection system not being in accordance with IEC 61024-I, epidemic, war (whether declared or undeclared), acts of foreign enemies, martial law, expropriations, confiscations, acts of god, gusts of wind exceeding those specified by the WTG's IEC class, inclement weather (such as wind speeds beyond the cranes specifications indicated in the Operations and Service Manual) that prevents the performance of the Services in safe conditions, unexpected surface and/or underground waters, landslides, accidents involving land, river, sea and/or air transport, riot, explosions, strikes or other industrial disputes (except those that only affect one of the Parties), disturbance, sabotage, terrorism, vandalism, criminal acts by third parties. All this provided in any case that the Parties hereby expressly acknowledge and agree that the following events will not be qualified, for any relevant purpose of this Agreement, as Force Majeure:

- (i) strikes, labour disputes or other such conditions by workers affecting exclusively the employees of the Party invoking the Force Majeure event (or any of its Subcontractors and/or suppliers and/or any of their Affiliates);
- (ii) stops provided by the competent authorities due to failure to comply with Applicable Laws by the Party invoking the Force Majeure event (or any of its Subcontractors and/or suppliers and/or any of their Affiliates);
- (iii) rejected materials (*scarti di materiale*) due to defects attributable to the Party invoking the Force Majeure event or any of its Subcontractors and/or suppliers and/or any of their Affiliates;
- (iv) events caused, due or however attributable to the Party invoking the Force Majeure and/or its Subcontractors and/or suppliers and/or Affiliates;
- (v) non exceptional meteorological conditions on statistical basis;
- (vi) changes in the financial conditions of the Operator or Client;
- (vii) failure to make payment;
- (viii) a failure or lack of available labour, materials or other resources.

“Good and Prudent Practice” means the best practises, methods, equipment, specifications and standards of safety and performance, as the same may change from time to time, that are expected to be adopted at an international level by a professional, fully skilled and experienced contractor in connection with the operation and maintenance of projects similar to the Wind Farm as well as the performance of this Agreement.

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“Governmental Authority” means any, state, regional, local or other governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

“Hazardous Substance(s)” means, collectively, any chemical, substance or material that is or becomes regulated, governed, listed or controlled pursuant to any international, national, federal, provincial, state or local statute, ordinance, order, directive, regulation, judicial decision or other legal requirement mandatorily applicable to the WTG at the Wind Farm as a toxic substance, hazardous substance, hazardous material, dangerous or hazardous waste, or any similar classification as to which liability is imposed on the basis of potential impact to safety, health or the environment pursuant to the Applicable Laws.

“Health and Safety Act” means Legislative Decree No. 81 of 9 April 2008, as subsequently amended and implemented.

“ICC” means the Royal Decree dated 16 March 1942, no. 262 as subsequently amended and modified.

“Independent Engineer” means, Bureau Veritas or DNV GL or any another company to be agreed in writing by the Parties in case Bureau Veritas or DNV GL will not be available in the future.

“Lender” means a bank, fund, private equity fund or major financial institution directly financing the Wind Farm and/or the Client for the purpose of build and operate the Wind Farm.

“Major Component” has the meaning attributed to it under the Sale and Installation Agreement.

“Operations and Service Manual” means the Maintenance Manuals, as defined under the Sale and Installation Agreement.

“Operator Permits” means the Permits that the Operator is required by the Applicable Law to possess in order to perform the Services.

“Parent Company Guarantee” has the meaning ascribed under Article 3.15.

“Permit(s)” means each and every national, regional and local license, authorization, certification, filing, recording, permit or other approval with, or notice of, any Governmental Authority, having jurisdiction over the matter in question.



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“Person(s)” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.

“PLC” means the software “programmable logic controller”.

“Predictive Maintenance” has the meaning ascribed thereto in Article 3.2 of this Agreement.

“Predictive Maintenance System” means the system allowing to detect failure and wear of components of the WTG by measurement of vibrations.

“Preventive Maintenance” has the meaning ascribed thereto in Article 3.3 of this Agreement.

“Preventive Maintenance Calendar” means the preventive maintenance calendar approved pursuant to Article 3.3 of this Agreement.

“Regular Business Hours” means 9 a.m. to 1 p.m. and 2 p.m. to 6 p.m. (or each other 8-hour period established by mutual agreement of the Client and the Operator) local time at the Site on each Business Day.

“Repair Out of the Scope” means all those repairs carried out pursuant to Article 3.10 of this Agreement.

“Repair Out of the Scope Notice” has the meaning ascribed thereto in Article 3.10.

“Safe Working Practices Manual” means the practices included in the relevant epigraph of Annex 7.

“Safety Elements” means life lines, ladders and anchorage points

“Sale and Installation Warranties” means the warranties under Article 7 (Warranties) of the Sale and Installation Agreement.

“SCADA” has the meaning attributed to it under the Sale and Installation Agreement.

“Services” means the services engaged to the Operator pursuant to Article 3 of this Agreement.

“Siemens Gamesa Faculty” means the training centre responsible for managing Siemens Gamesa’s training courses for internal use and offer to clients.

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"Site" has the meaning attributed to it under the Sale and Installation Agreement.

"Site Agreements" means those agreements for the acquisition of the Site, land lease of the Site, *superficie* right and easements right over the Site, by and between Buyer or the Client and certain landowners conferring on Buyer or the Client the ownership or the right of use of the Site.

"Site Data" has the meaning attributed to it under the Sale and Installation Agreement.

"Software" means the WTG management software. This software is owned by the Operator, who has granted a licence of use to Client for the operation of the Wind Farm.

"SMP" (*Sistema de Mantenimiento Preventivo* in English: Preventive Maintenance System), means the system developed and optimized for the use in Gamesa Eólica WTGs which detects faults and wear on WTGs components through vibration measurements with accelerometers distributed in the WTG.

"Spare Parts Price List" means the document attached as Annex 2 reporting the unit price of the parts that may be used for Repair Out of the Scope.

"Specifications for the Civil and Electrical Works" has the meaning attributed to it under the Sale and Installation Agreement.

"Subcontractors" has the meaning ascribed thereto in Article 5 of this Agreement.

"Technical Specifications" has the meaning attributed to it under the Sale and Installation Agreement.

"Term" has the meaning ascribed thereto in Article 2 of this Agreement.

"Warranties" means the warranties granted by Operator pursuant to Article 6 of this Agreement.

"Warranty Period" means the 2 (two) years period commencing on the date of Take Over of the Wind Farm as set forth in Sale and Installation Agreement.

"Warranty Limitations" has the meaning ascribed thereto in Article 6.3.

"Wind Farm Substation" means the installation composed of at least:

- the building and/or other civil works in or on which the warehouse and the control room where the SCADA is installed, are located.



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- the electrical infrastructure which consists of the control elements and devices for the transformation of medium voltage to high voltage.

This Wind Farm Substation is not part of the Equipment, except for the SCADA listed in the Technical Specifications.

1.2 Rules of interpretation

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement have the meanings specified in Article 1.1, or as otherwise defined in this Agreement, (b) the singular shall include the plural, (c) the words “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular article or sub article of this Agreement, (d) the term “or” shall not be exclusive unless preceded by the phrase “either,” and (e) all references in this Agreement to “Articles”, “Annexes” and other subdivisions are to the designated articles, Annexes and other subdivisions of this Agreement unless otherwise indicated; (f) references to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time.

In the event of any inconsistency, ambiguity or discrepancy in the documents forming this Agreement and for the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the terms and conditions of this Agreement; and
- (b) the other appendices and Annexes attached to this Agreement forming part of this Agreement.

Article 2 TERM

The Operator shall commence performance of the Services (and the remuneration for the Services shall start to accrue) as of the Commencement Date and such performance shall continue for 15 (fifteen) consecutive years (the “**Term**”).

Article 3 OBLIGATIONS OF THE OPERATOR

In maintaining the Equipment during the Term of this Agreement, the Operator shall provide the services set forth below in this Article 3 and also summed-up under Annex 4 (collectively, the “**Services**”).

The Operator shall supply all the equipment necessary for the supply of the Services, the

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manpower and consumables.

In the performance of any Service under this Agreement the Operator shall collaborate to comply with Client's obligations with any governmental requirements, the Site Agreements and any requirements of the owner(s) of the Site necessary to operate the Wind Farm.

Without prejudice to the provisions of this Agreement, the Operator shall not be obligated to undertake any of the following:

- i) perform any cleaning, resurfacing and/or painting of internal and external parts of the WTGs (including blades, nacelle and tower), to the extent it is not required as a result of a failure in the WTG. It is understood that cleaning shall be included in the Services for those dirties caused by the Operator in performance of its obligations under this Agreement or due to its default in performing them;
- ii) Repairs Out of Scope.

3.1 Monitoring and Operation

3.1.1 Remote Monitoring and Operation

The Operator shall perform a 24/7 remote monitoring of the WTGs from the Operator's central operation and maintenance centre.

The Operator shall:

- (i) monitor the status of the WTGs, and
- (ii) perform remote reset.

Once an error alarm of the WTG is received by the Operator, it shall be promptly make a preliminary diagnosis of this alarm to identify the error and to rectify it remotely. If this remote rectification is not possible, and therefore, is not possible reset remote of the WTG, it will be notified from the generation control centre to the personal of maintenance of the Operator in order to perform the reset as local operation.

Both the object of this Agreement and its price include any type of control of generation, delegate dispatching or grid management, in accordance with the operating procedures or guidelines issued by the Client or the system operator (the "**Dispatch Orders Management**").

The Operator will provide the following service for Dispatch Orders Management:



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- a) Modification of the Set Point: manage any set point requested by the Grid Operator directly and immediately (24 hours per day, 7 days per week), after receiving a notification by Customer, or Grid Operator, via email: telemando@gamesacorp.com, and/or via telephone: +34 948 771 881.
- b) Real-time Technical Support: incidents logging, by SCADA experts available 24x7x365 days/year.
- c) Reporting: provide a monthly report to Customer, outlining the list of Dispatch Orders requested by the Grid Operator, any deviations detected (if any), and any relevant information on current-month activity and on work planned for the following month.

3.1.2 Local Operation

In case an error alarm of the WTG cannot be rectified remotely, a local intervention shall be performed by the Operator on Site.

The Client may request, with a one week advance notice, as an additional service, on-call or local presence during weekends and bank holidays (the “**Additional Service**”); in which case such interventions should be paid by the Client according to current “Labour Price List”, pursuant to Annex 3.

In case of contracting the on-call Additional Service, the Operator personnel shall be available at the Site during Regular Business Hours and on non-Business Day within a 4 hours response time.

3.2 Predictive Maintenance

The Operator shall carry out predictive maintenance (the “**Predictive Maintenance**”) which consists of the following services:

- analysis of data recorded by the Predictive Maintenance System, SMP, installed in the WTGs to capture vibration data from various components of the WTGs;
- half-yearly extraction of an oil sample from the gearbox and the preparation of an analysis of such sample by Operator;
- issuing of annual Predictive Maintenance report listing the main findings of the above mentioned analysis.

The abovementioned Predictive Maintenance services will be carried out in accordance with the Preventive Maintenance Calendar. Such services will be performed in order to predict

failure modes and the corresponding preventive and/or corrective actions to be carried out in order to optimize the availability of WTGs and the maintenance of the same, through continuous monitoring and, on a best efforts basis, minimizing the potential loss of production of the WTGs.

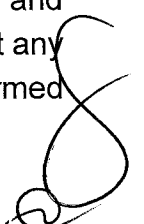
3.3 Preventive Maintenance

Preventive maintenance ("**Preventive Maintenance**") consists of the performance of scheduled maintenance inspections, which will be carried out in accordance with the Preventive Maintenance Calendar.

At least 30 (thirty) days prior to the commencement of each Annual Period, the Operator will submit to the Client the projected Preventive Maintenance Calendar for the then upcoming calendar year in accordance with the Operations and Service Manual. Within 15 (fifteen) days from the receipt thereof, the Client shall provide reasonable comments to the Preventive Maintenance Calendar, if any, to the Operator. The Operator shall promptly either modify the Preventive Maintenance Calendar based upon the Client's reasonable comments or notify the Client that such comments will not result in modifications to the Preventive Maintenance Calendar. If the Client believes that any such failure to modify the Preventive Maintenance Calendar is inconsistent with the Operator's duties hereunder, the Client may require, by written notice to the Operator, that the Parties submit the issue to the dispute resolution provisions of Article 18.2 below. If there is no reply of the Client within the aforementioned 15-day period, the projected Preventive Maintenance Calendar shall be deemed as accepted by the Client.

The interventions to be included in the Preventive Maintenance Calendar are listed in Annex 1.

In case of failure by the Operator to carry out the Preventive Maintenance activities pursuant to the Preventive Maintenance Calendar for reasons attributable to the Operator, the Client shall send to the Operator a written notice requiring the Operator to remedy or take the necessary actions to remedy to the breach no later than 10 (ten) Business Days from the date of receipt thereof by the Operator. In case of failure by the Operator to remedy within the above term of 10 (ten) Business Days, the Client shall be entitled to contract and pay any third party to carry out the relevant activity, at the costs and expenses of the Operator at market price. In such case, the Client shall send a notice to the Operator specifying the date of the carrying out of the relevant activity by the third party contractor, inviting the Operator to attend and supervise the carrying out of such activity, it being agreed and understood that the carrying out of the activity by the third party contractor shall not limit any warranty by the Operator under this Agreement as long as the activity has been performed



in line with Operation and Service Manuals.

Preventive Maintenance interventions will also be based on the Operator's analysis of the data collected from the SMP installed at the mechanical train of the WTGs.

The Client will be notified of the execution date of each Preventive Maintenance intervention at least 20 (twenty) days in advance. Preventive Maintenance will be provided minimizing the potential loss of production of the WTGs.

The Client cannot delay the date for carrying out Preventive Maintenance interventions for production reasons if the Preventive Maintenance is related to Safety Elements. The Client shall also be entitled to delay the date for carrying out Preventive Maintenance interventions only for one per year interventions with a 20 (twenty) days written notice in advance.

The consumables required for performance of the Preventive Maintenance of the Equipment, such as oils, lubricant, grease, filters, joints, fuses, etc., will be provided by the Operator along with any other consumables needed for the proper operation of the WTGs. The Operator undertakes to offer and quote to the Client any improvements thereof available to the Operator within the Term of this Agreement.

Safety Elements maintenance, and its relevant periodic certification issued by the Operator, shall be considered as Preventive Maintenance activities.

3.4 Corrective Maintenance

Corrective maintenance ("**Corrective Maintenance**") involves:

- (a) major corrective work: interventions which require the provision of auxiliary lifting and transport resources and/or human resources which are not those normally employed at the Wind Farm;
- (b) minor corrective work: interventions involving the repair of breakdowns, which do not require the special means described in paragraph (a) above. Minor corrective repairs of the blades will be regulated in detail and individually, in Article 3.5. However, the contents set forth in this Article shall also apply to such repairs; and
- (c) all corrective works needed to ensure the proper operation of the WTGs and, on a best effort basis, not affect the Wind Farm production.

The Operator's Corrective Maintenance obligations shall consist of disassembling, repairing or, at its option, replacing and reinstalling any Equipment parts (or spare parts included

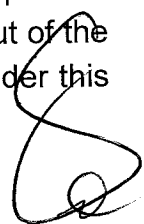
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therein) supplied by either the Contractor or the Operator, at no cost or expense to Client (other than the price payable under Articles 7 of this Agreement, as applicable), that present failures or defects which shall have caused the WTG to fail or rendered it inoperable and are attributable to:

- (a) improper operation or maintenance of the Equipment by the Operator (including any relevant subcontractor);
- (b) wear and tear occurring to the Equipment or parts thereof, provided that such Equipment or part has been operated and maintained within the limits and conditions set forth in the Technical Specifications and in the Operations and Service Manual, and further provided that such wear and tear does not allow a further safe and reliable operation of the Equipment during the Term of this Agreement;
- (c) design defects, manufacturing defects, defects in material, installation defects or, in general, such defects and malfunctions which are attributable to the Contractor or Operator that entails failure or breakage of the Equipment or its parts and leaves it inoperative and such defects and malfunctions were not due to any of the events set forth in Article 6.3 as Warranty Limitations; and
- (d) failure by the Operator to comply with any other obligation under this Agreement.

The Operator reserves the right in its sole discretion to replace failing or defective parts with new parts or like-new parts and/or to replace complete assemblies instead of individual components thereof. All newly installed parts shall become the property of the Client upon incorporation into the Equipment. After such replacement, all parts removed shall become the property of the Operator, that shall logged the said properly and, as soon as practicable, transport the same out of the Site.

In case of failure by the Operator to carry out the Corrective Maintenance activities pursuant to this Article for reasons attributable to the Operator, the Client shall send to the Operator a written notice requiring the Operator to remedy or take the necessary actions to remedy to the breach no later than 10 (ten) Business Days from the date of receipt thereof by the Operator. In case of failure by the Operator to remedy within the above term of 10 (ten) Business Days, the Client shall be entitled to contract and pay any third party to carry out the relevant activity, at the costs and expenses of the Operator at market price. In such case, the Client shall send a notice to the Operator specifying the date of the carrying out of the relevant activity by the third party contractor, inviting the Operator to attend and supervise the carrying out of such activity, it being agreed and understood that the carrying out of the activity by the third party contractor shall not limit any warranty by the Operator under this



Agreement as long as the activity has been performed in line with Operation and Service Manuals.

3.5 Blade Maintenance (Minor Corrective)

The Operator will perform minor corrective blade maintenance for which the provisions set forth in Article 3.4 shall apply and which includes the following scope of works:

- a) annual complete visual inspection of the state and condition of the WTG blades, by using optical tools from ground level, according to the Preventive Maintenance Calendar. In such inspections, the Operator shall detail and list the state and condition of the blades, detailing the presence and evolution of flaws;
- b) triennial complete inspection (in place of annual visual inspection set forth in paragraph a) above) of the state of the blades using auxiliary lifting resources according to the Preventive Maintenance Calendar. In such inspections, the Operator shall control the state and condition of the blades detailing the presence and evolution of the flaws; and
- c) repair according to the state and condition of the blades, of flaws on the blade shells, leading edge and trailing edge, which does not require disassembling the blades or the rotor, following the recommendations arising from the annual and triennial inspections.

After the inspections described in Article 3.5 a) and 3.5 b) above, the Operator will issue a report within 3 (three) months from the end of the inspection. In such report the Operator shall list the flaws which are to be repaired and recommendations with regard to the actions to be carried out. The schedule or planning for the minor corrective repairs of blades to be performed will be agreed jointly between the Client and Operator and, on a best effort basis, will not affect the Wind Farm production. This schedule or planning will be carried out taking into consideration production maximization.

If the Buyer requests the performance of a power curve verification test of a WTG under the Sale and Installation Agreement and the cleaning and/or repair of the WTG blades is required, Operator shall carry out a special intervention for such cleaning and/or repair at rotor height, and the relevant cost shall be regulated under the Sale and Installation Agreement.

In case of failure by the Operator to carry out the minor corrective blade maintenance activities pursuant to this Article for reasons attributable to the Operator, the Client shall send to the Operator a written notice requiring the Operator to remedy or take the necessary actions to remedy to the breach no later than 10 (ten) Business Days from the date of receipt

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thereof by the Operator. In case of failure by the Operator to remedy within the above term of 10 (ten) Business Days, the Client shall be entitled to contract and pay any third party to carry out the relevant activity, at the costs and expenses of the Operator at market price. In such case, the Client shall send a notice to the Operator specifying the date of the carrying out of the relevant activity by the third party contractor, inviting the Operator to attend and supervise the carrying out of such activity, it being agreed and understood that the carrying out of the activity by the third party contractor shall not limit any warranty by the Operator under this Agreement as long as the activity has been performed in line with Operation and Service Manuals.

Any other repair, supply, service, activity or work not included in this Agreement, shall be borne by the Client.

3.6 Scada Maintenance

The Operator shall perform the Services availing itself of the SCADA System and using best efforts to minimize interruption of operation of the WTGs and to maximize energy production and revenues therefrom.

The Operator shall carry out PLC and SCADA maintenance, as well as updates of the existing software version (including power control tools, frequency, voltage, or other type of parameters), necessary to ensure the proper functioning of the PLC and SCADA systems.

In addition to the above, the Operator shall optimize the software in case this is necessary in order to enhance the application and/or equipment or to increase the reliability of the application and its interfaces. Likewise, the Operator shall perform any modifications which, through testing or experience, are deemed to be necessary to avoid security risks and protect the integrity of the components.

The scope of the maintenance of the SCADA is indicated in Annex 8.

To these effects, the Client authorizes to the Operator and its Affiliates to download and store in their central systems, and to exploit with purposes inherent to the activity the data generated by the WTGs and SCADA purposes inherent to the contracted activity and also of technological improvement.

Software maintenance shall not include any upgrade, i.e. any new improved version which would imply a change in the strategic operation of the WTGs and result in increased efficiency or enhanced features.

The price for the software maintenance shall be invoiced to the Client in accordance with



Article 7.5 herein.

After the Warranty Period the Client may provide at its own cost and responsibility an alternative and reliable communication line for the connection of the SCADA. Such communication line will comply with the requirements reported under Annex 13.

3.7 Duties relating to environmental and health and safety at the work place

Environmental duties

The Operator must at all times comply with the Environmental Laws.

The Operator shall adopt all the measures necessary to protect the environment and to limit damage and nuisance to any Person or property caused by pollution, noise or other consequences of its operations at the Site.

The Operator must ensure that atmospheric emissions, surface discharges and effluents produced by its activities do not exceed the limits imposed by Environmental Laws.

Environmental Warranty

The Operator shall be responsible for any damage caused by it or its Subcontractors to the environment in breach of any Environmental Law concerning environment and shall bear any liability that may be placed upon it or the Client by any Governmental Authority due to a breach by the Operator of any of its Subcontractors of this Article.

The Operator shall on demand indemnify the Client against any damage or liability incurred by the Client as a consequence of any breach by the Operator or any subcontractor thereof of any Environmental Law concerning environment or of any Environmental Claim.

Duties relating to health and safety at the work place

Throughout the performance of the Services, Operator shall:

- (a) comply with all health and safety obligations incumbent upon Operator under the Applicable Laws (including the Health and Safety Act) and will provide such information to Client as may be reasonably necessary for Client to fulfil its health and safety obligations under such Applicable Laws;
- (b) comply with, and ensure that all Persons for whom Operator is responsible comply with the health and safety regulations pursuant to the Applicable Laws (including the Health and Safety Act) and the Operator's Safe Working Practices Manual (the "**Health and**

Safety Regulations”);

- (c) comply with any reasonable direction of Client given following any breach of the Health and Safety Regulations detected by Client.

Client shall observe as well the Health and Safety Regulations and the Specifications for the Civil and Electrical Works; otherwise, Client shall assume the consequences deriving from its failure to observe the Health and Safety Regulations and the Specifications for the Civil and Electrical Works.

3.8 Monthly Reports

Each calendar month the Operator will prepare a report, that will be provided in PDF format together with all the report input raw data on XLS format, containing the following information:

- (a) the calculation of the Availability of each individual WTG and the average Availability of all WTGs;
- (b) a list of Equipment breakdowns, setting forth the date, the origin of the breakdown, the repairs carried out, the time of repair, the spare parts used and the WTG's time not available, if any;
- (c) a report on the Preventive Maintenance carried out on the Equipment;
- (d) a report on Site visits, incidents related to health and safety or prevention of risks at work, if any, or any other event materially relevant to the operation and maintenance of the WTGs;
- (e) a report of the man-hours and the daily presence at the Site;
- (f) health, safety and environmental issues happened during the month to which the monthly report corresponds;
- (g) at the Operator's discretion, any other relevant information concerning the work carried out during the month to which the monthly report corresponds and the work projected for the following month.

The report will be available for consultation by the Client on the following web page: <https://siemensgamesa.sharepoint.com/> not later than 5 (five) days from the end of each month.



3.9 Hazardous Substances and Waste

- (a) Operator shall keep the Site free from any accumulation of used materials, debris, refuse, packaging, or waste produced or brought at the Site in the performance of Operator's obligations under this Agreement and must periodically perform the relevant necessary cleaning and storage activities.
- (b) Operator shall be responsible for the Hazardous Substances used, produced, transported to or from the Site as well as disposed by Operator and/or any of its Subcontractors at the Site in connection with performance of this Agreement and that these Hazardous Substances are transported, moved, used, stored or disposed in accordance with the Applicable Law and the Client Permits.
- (c) If Operator fails to comply with its cleaning and storage obligations following receipt of a 10 (ten) days written notice sent by the Client detailing the alleged contractual failure in this respect, together with the request to comply with the obligations set out above, the Client may arrange for the removal of materials (by itself or by third parties), at Operator's cost and expenses at market price.

3.10 Repairs Out of the Scope.

- (a) The Operator shall promptly send a written or electronic notice ("**Repair Out of the Scope Notice**") to the Client with respect to any item relating to the Equipment that requires any repair that is not covered by the scope of
- (b) this Agreement, the Warranties of this Agreement or by the Sale and Installation Warranties ("**Repair Out of the Scope**").
- (c) Each Repair Out of the Scope Notice served to the Client shall include (a) a description of the perceived problem, (b) the proposed Repair Out of the Scope to be performed, (c) the proposed time schedule for the performance of the Repair Out of the Scope, and (d) an estimate of the price for such Repair Out of the Scope according to Annex 2. The Client shall, in its sole discretion, within 15 (fifteen) Business Days from the receipt of each such Repair out of the Scope Notice either (1) authorize the Operator to initiate the necessary Repair Out of the Scope, or (2) decline, expressly and by written notice, to initiate the Repair Out of the Scope, in which case, and in relation to the WTG affected, the Client shall have no right to claim for liability under any of the Sale and Installation Warranties granted by the Contractor to the extent a warranty claim is directly or indirectly caused by the Client declining such Repair Out of the Scope or withholding the authorisation thereof. In addition to

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the Operator providing a Repair Out of the Scope Notice to the Client, the Client may, by written notice to the Operator, request that the Operator provide Repair Out of the Scope for any problems at the Equipment of which the Client becomes aware. The Operator shall within 5 (five) Business Days from the receipt of such Client's notice respond to the Client with the proposed Repair Out of the Scope to be performed and an estimate of the price for such Repair Out of the Scope. If the Client then requests the Operator to do so, the Operator shall perform the Repair Out of the Scope requested by the Client. Whether instigated by a Repair Out of the Scope Notice or a request by the Client, the Operator shall provide the Repair Out of the Scopes during Regular Business Hours unless otherwise reasonably requested by the Client.

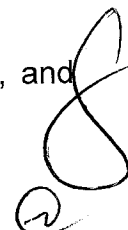
- (d) In the event of (i) an Emergency that the Operator in a good faith judgment believes necessitates a Repair Out of the Scope or (ii) a defect or breakdown requiring a Repair Out of the Scope the price of which does not exceed Euros three thousand (3,000.00) (and Euros thirty thousand (30,000.00) in aggregate per Annual Period), the Operator may inform via email the Client, which shall agree or disagree by replying within 24 (twenty four) hours from the email receipt date on the execution of the Repair Out of the Scope, and in case of no reply the Client's shall be intended to have tacitly agreed, on the execution of said Repair Out of the Scope without the requirement of a Repair Out of the Scope Notice or prior approval of the Client. The Operator shall notify anyway the Client after the work is undertaken.
- (e) Any additional costs in terms of delivery of parts and/or overtime labour incurred in order to expedite the response to a Repair Out of the Scope in case of Emergency or where the Client has requested the Operator to expedite such response shall be the responsibility of the Client. The Client shall cease operation of any part of the Equipment if, in the opinion of the Operator or the Client, continued operation of such part of the Equipment could lead to additional damage to the Equipment or create a safety hazard to persons, property or the environment.

3.11 Training

Any training offered by the Siemens Gamesa Faculty is not included in the scope of this Agreement. At the Client request, the Operator shall offer to Client such training programmes between those programmes issued by Siemens Gamesa Faculty, as detailed under Annex 6.

3.12 Performance of the Services

- (a) The Operator shall provide all the labor, materials, special tools, equipment, and



works necessary to perform the Services in accordance with the requirements of this Agreement. Operator shall be responsible for the supervision and coordination of all of the Services.

- (b) The Operator shall provide an adequate number of experienced and qualified supervisory personnel and a competent level of supervision for the performance of the Services, including a Service's representative who shall possess full authority to receive instructions from the Client and to act on those instructions subject to the provisions of this Agreement.
- (c) Throughout the performance of the Services, the Operator shall enforce and be solely responsible for health and safety procedures, management, discipline and good order among Persons performing the Services.
- (d) No employment relationship shall be deemed to exist between the Operator's personnel (or the personnel of the Operator's Subcontractors) and Client.

3.13 Wages, taxes and pensions – compliance with law

- (a) The Operator shall be solely liable for all work permits and the payment of all wages, taxes, pensions, workers' compensation coverage, allowances and other costs related to the employment by the Operator and its Subcontractors of Persons to perform any of Operator's obligations under this Agreement. The Operator will assume the rights, obligations and responsibilities, including employment, tax and pensions obligations, which are incumbent upon it as employer with regard to its personnel. The Operator will direct and coordinate all the work of its personnel, and will exercise the relevant organisational, managerial and disciplinary powers over such personnel. No employment relationship shall be deemed to exist between the Operator's personnel (or the personnel of its Subcontractors) and the Client.
- (b) Upon written request by the Client, the Operator will provide the Client with the documentation which may be reasonably requested in writing by the Client to ascertain the due payment of the tax withholdings, the social security and insurance contributions, wages and taxes relating to its employees and the employees of the Subcontractors working at the Site. Upon written request of the Client, the Operator will accredit compliance with its employment, tax and pensions obligations concerning the personnel designated for the execution of the Services. The Operator expressly declares that, on the date it subscribes to this Agreement, it is up to date as regards such obligations.

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(c) The Operator shall:

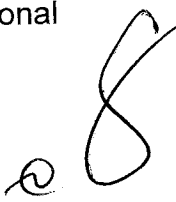
- (i) comply at all times with all Applicable Laws relating to the employment of personnel, including those Italian collective bargaining and labour legislation;
- (ii) be responsible for the establishment and maintenance of all policies and procedures as may be necessary to the satisfaction of any relevant authorities to ensure compliance with the requirements of paragraph (i) above;
- (c) perform the Services, and cause its Subcontractors and their respective owners, employees, workers, agents and consultants to perform the Services, in a manner which ensures harmonious industrial relations and avoids labour disputes;
- (d) keep the Client informed of any disputes with or demands by the workforce and any other circumstances which could result in industrial action affecting the normal working of the Site.

3.14 Obligation of Responsibility for Employees and Subcontractors

Operator's and Subcontractors' employees shall have no occupational relationship or any other type of relationship with the Client. Operator shall be entirely and solely liable for the payment of any taxes, social security and insurance contributions, as well for any other employer-related occupational, health and safety obligations and for any and all other obligations associated with Operator's and Subcontractor's employees, provided for under any applicable Laws and the national and company level collective labour agreements (*contratti collettivi di lavoro nazionali e aziendali*). The employees hired by Operator and, if applicable, by the Subcontractors, must have the proper qualification, training and experience for the performance of the Services under this Agreement.

In order to obtain the payment of the remuneration under Article 7, Operator shall send to the Client:

- (A) the "*documento di regolarità contributiva*" duly updated;
- (B) documentation certifying the payment of any withholding tax in relation to the employees of Operator or the Subcontractor, if any, who worked in relation to the scope of this Agreement; and
- (C) documentation certifying the payment of any social security and insurance contribution (including those provided for industrial accident and occupational



disease) in relation to the employees of Operator or the Subcontractor, if any, who worked in relation to the scope of this Agreement.

3.15 Parent Company Guarantee

Upon signing of this Agreement, Operator shall provide the Client with a parent company guarantee issued by Siemens Gamesa Renewable Energy S.A., pursuant to the form attached as Annex 9 (the “**Parent Company Guarantee**”) with effectiveness upon execution and as a condition of the first payment by the Client under this Agreement. The Parent Company Guarantee shall be issued for a maximum amount guaranteed equal to the relevant annual price, calculated according to the pricing under Article 7, per each year of duration of this Agreement (the “**Maximum Guaranteed Amount**”). Should the Parent Company Guarantee be enforced by the Client in whole or in part during a certain year of duration of this Agreement, the Operator shall procure that the maximum guaranteed amount under the Parent Company Guarantee is again increased up to the Maximum Guaranteed Amount within 3 Business Days from the starting of the following year of duration of this Agreement. The Parent Company Guarantee shall remain in full force and effect or, as the case may be, its effectiveness shall be extended, up to the date which falls 30 days after the date of termination of this Agreement.

For the sake of clarity, the Client shall be entitled to enforce up to the Maximum Guaranteed Amount, or the Maximum Guaranteed Amount minus a part, if any, of the Parent Company Guaranteed already enforced in the relevant year of the Parent Company Guarantee:

- (i) at any time, if Operator has failed to observe or perform any of the terms, conditions or provisions of this Agreement; or
- (ii) the Operator becomes bankrupt or insolvent, goes in liquidation, starts any insolvency or pre-insolvency proceeding, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these act or events.

Article 4 CLIENT OBLIGATIONS

4.1 Access to the Site

The Client shall provide the Operator with constant access to and from the Site and the Equipment (including access roads and internal Site roads), which access shall be adequate to allow the Operator to perform the Services in a reasonably timely manner. Access shall

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be understood to include the Operator and its Subcontractors being able to bring, install and operate all personnel and equipment necessary for the Services in the vicinity of the Equipment, including, if required, cranes suitable for dismantling Major Components.

In order to allow the access described in this Article, the Client will ensure that the access roads, inner roads and erection platforms at the Site are and remain compliant with the Specifications for the Civil and Electrical Works during the Term of this Agreement.

If the Site or any part of the Equipment is not permanently accessible in such conditions during the Term, the Client shall, upon the request of the Operator, be obliged to provide the Operator with access in a safe and expeditious manner.

These Client obligations include the repair of roads and platforms as necessary.

4.2 Client Permits

The Client shall obtain and maintain at its cost the Client Permits; provided, however, that Operator shall reasonably cooperate with Client's requests to assist Client in obtaining the Client Permits.

4.3 Client Approval

In any circumstances where the Operator requests the approval or consent of the Client to any action (or inaction), the Client shall consider and respond to such request as promptly as possible under the circumstances and, if possible, within the response time requested by the Operator, provided that the Client's approval or consent shall not be unreasonably denied, withheld or delayed; it being agreed and understood that such Client's approval or consent shall not limit in any way the Operator's liability under this Agreement.

4.4 Necessary Documents

The Client shall provide the Operator with copies of all documents (including amendments and updates) necessary for Operator to perform the Services, subject to any confidentiality constraint, provided that such documentation is requested in writing and in advanced by the Operator, according to the Applicable Law or the contracts it may have executed with any third party, it may be obtained.

The Operator hereby irrevocably and unconditionally declares and acknowledges that it has received and reviewed the documents of the Client concerning health and safety applicable law and the safety procedures of the Client.



4.5 Health and Safety at the Works Place

The Client, pursuant to Article 26, comma 3, of the Health and Safety Act, has issued the *Documento Unico di Valutazione dei Rischi Interferenziali* (the "DUVRI") attached as Annex 10.

For the sole purpose of article 26, paragraph 5 of the the Health and Safety Act, the Parties agree and acknowledge that the safety costs (*Costi Relativi alla Sicurezza sul Lavoro*) are indicated under Article 7.

4.6 Additional Responsibilities

The Client shall be responsible for the maintenance in adequate conditions of any electrical equipment not included in the Equipment and the WTGs' fire extinguishers in accordance with prudent practice and the Applicable Law. Likewise, the Client shall be responsible for the maintenance in adequate conditions of the Wind Farm's civil works, in accordance with the aforementioned criteria.

The Client will notify the Operator of any defects or malfunction of the Equipment detected by the Client, its agents or its other contractors as soon as reasonably possible.

Article 5 SUBCONTRACTING

Client acknowledges that Operator may use and engage Subcontractors to perform some of its obligations hereunder (the "**Subcontractors**"). Operator shall not subcontract the whole of the Services. Client agrees to the use and engagement of Subcontractors by Operator as per the agreed list attached as Annex 5. In case the Operator wishes to engage Subcontractors not listed under Annex 5, it shall request and obtain the Client prior written consent. Operator shall be solely responsible for paying each of its Subcontractors any amounts due in connection with the Services subcontracted by Operator. Use of Subcontractors does not relieve Operator of obligations hereunder. No Subcontractor is intended to be nor shall it be deemed to be a third party beneficiary of this Agreement. The Operator shall remain at all time liable *vis à vis* the Client for the correct and timely performance of all the Services provided hereunder.

Before any subcontractor appointed by Operator starts performing its activities at Site in connection with this Agreement, Operator shall provide to the Client for such Subcontractor (i) a certificate of enrolment at the Chamber of Commerce; (ii) a *certificazione antimafia* (*comunicazioni e informazioni antimafia*); (iii) the DURC (*Documento Unico di Regolarità Contributiva*) and (iv) signed copy of the relevant operation safety plan (*Piano Operativo di*

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Sicurezza) drafted pursuant to Article 96 of the Health and Safety Act. For non-Italian Subcontractors performing activities at Site, Operator will provide equivalent documentation according to the best practice of Subcontractor's country of incorporation or, if no such documentation is available, a certificate of incumbency (*autocertificazione*) executed by the legal representative of the Subcontractor, also stating that the Subcontractor is in compliance with its labor, employment, social security, contribution, insurance and tax obligations.

Article 6 WARRANTIES

Without prejudice to the Sale and Installation Warranties, this Agreement includes the following warranties ("**Warranties**"):

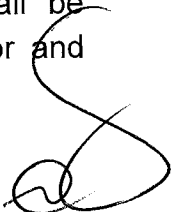
6.1 General Warranty

The Operator warrants to the Client that the Services performed by the Operator under this Agreement (including any repair or replacement of Major Components), shall be free from defects in materials and workmanship and shall conform to the requirements of this Agreement, the Client Permits and the Applicable Laws, for 24 (twenty four) months from completion of the relevant Service, even after the termination of this Agreement for whatsoever reason, but as long as the Equipment will be maintained in accordance with the Operation and Manuals.

Pursuant to this general warranty, the Operator shall repair or replace, according to the Good and Prudent Practice, at its own cost, any defecting part of the Services which have caused a WTG fail or rendered it inoperable as soon as technically possible from the notice of the relevant defect by the Client. In case of a dispute between the Parties about this general warranty or any relevant repair or replacement or the timing thereof, any of them may submit such dispute to the Independent Engineer and Article 6.4 will apply.

The labour, consumables, spare parts, transportation, lifting means and auxiliary resources required for performance of repairs or replacements under this general warranty shall be provided by the Operator at no cost or expense to the Client.

Furthermore, no claim against Operator based on this Article shall be admissible in case of defects or lacks of conformity in the Equipment that are claimed to the Contractor and remedied pursuant to the Sale and Installation Warranties granted under the Sale and Installation Agreement. Likewise, no claim against the Contractor based on the Sale and Installation Warranties granted under the Sale and Installation Agreement shall be admissible in case of defects or lacks of conformity that are claimed to Operator and



remedied pursuant to this Article.

The Operator warrants to the Client that any repair and replacement performed by the Operator under this Agreement shall be free from defects in materials and workmanship and shall conform to the requirements of this Agreement, the Client Permits and the Applicable Laws, for 12 (twelve) months from completion of the relevant repair or replacement, as the case may be, even after the termination of this Agreement for whatsoever reason, but as long as the Equipment will be maintained in accordance with the Operation and Manuals.

6.2 Availability Warranty

The Operator warrants to the Client, for each Annual Period that follows the expiry of the Warranty Period (for which applies 97%), that the annual average Availability of the Wind Farm calculated at the end of each such Annual Period shall be no less than 98%.

For each Annual Period, the average Availability of the Wind Farm will be calculated as the arithmetical average of the Availabilities of each and every one of the WTGs.

If the annual average Availability of the Wind Farm (“**AA**”) is less than the Availability Warranty (“**AW**”), the Operator will pay to the Client liquidated damages calculated in accordance with the following formula (the “**Availability Liquidated Damages**”), up to the maximum amount established here below:

$$\text{Liquidated damages} = \text{ISE} \times [(\text{AW} \div \text{AA}) - 1]$$

where “**ISE**” is the annual income calculated as follows:

$$\text{ISE} = \text{MWh} \times \text{PPA Tariff}$$

Where:

MWh is the production recorded in the year of reference;

PPA Tariff = is equal to € 55 /MWh.

The total annual amount of Availability Liquidated Damages payable by the Operator shall be limited to one hundred (100) % of the price to be received by the Operator for such Annual Period under this Agreement from year 3 to 15, whereas for year 1 and 2 applies what reported under the Supply and installation Agreement.

For the purpose of Article 1384 of the ICC, the Parties agree that liquidated damages under this Agreement are a fair and reasonable estimate of the damages deriving to the Client as

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a result of the relevant event, that they have been determined taking into account the overall interests of the Parties, and that they represent an adequate exclusive remedy not overly excessive. As a consequence, the Operator hereby expressly undertakes not to take any legal action against the Client to claim for the reduction, pursuant to Article 1384 of the ICC, of the amount of liquidated damages provided under this Agreement.

If the annual average Availability of the Wind Farm ("**AA**") is 0,5% higher than the Availability Warranty ("**AW**") applicable to the relevant term (e.g. AA is higher than 97,5% during the Warranty Period and higher than 98,5% for the subsequent years), the Client will pay to the Operator a bonus calculated in accordance with the following formula (the "**Incentive Bonus**"):

$$\text{Incentive Bonus} = \text{ISE} * (\text{AA} - \text{AW}) * 0,5.$$

The Operator will issue an invoice at the end of the relevant Annual Period.

6.3 Warranty Limitations

The Warranties granted by the Operator in Articles 6.1 and 6.2 above are conditioned upon (i) Client's siting and operation of the Equipment in accordance with the Site Data, the Technical Specifications, the Specifications for the Civil and Electrical Works and the Operations and Service Manual; (ii) the Site Data being representative of the actual conditions of the Site and the conditions of the Site conforming to the IEC class of the WTGs; and (iii) maintenance of the Equipment by the Operator or any of its Affiliates (or their designated Subcontractors) under this Agreement and remote operation of the WTGs by the Operator through the SCADA.

Such warranties are exclusive and in lieu of any warranties enforceable against the Operator, whether expressed or implied, of performance and there are no other warranties applicable to the Equipment or the Services that may be claimed to the Operator and which extend beyond those set forth in this Article 6, and in this respect no other warranty, oral or written, which may have been given by an employee, agent or representative of the Operator or its Affiliates shall be valid or enforceable against the Operator.

The Operator is not and shall not be held liable for any alleged breach of the Warranties which is caused by or arises out of any of the following events, provided that such events are not attributable to the Operator (the "**Warranty Limitations**"), provided that the Operator gives evidence that Warranty Limitation called upon is directly applicable to the relevant enforced Warranty:



- (a) misuse or abusive operation of the Equipment or operating conditions at the Site outside the ranges specified in the Technical Specifications and the Operations and Service Manual (unless performed by the Contractor or the Operator or its Affiliates or their Subcontractors);
- (b) installation or maintenance of the Equipment by any Person not authorized by the Contractor or the Operator or its Affiliates and engaged by the Client; operation or handling of the Equipment prior to the execution of the Certificate of Take Over of the Wind Farm by any Person not authorized by the Operator or the Contractor and engaged by the Client;
- (c) modifications of the Equipment not authorized by the Operator or the Contractor; use of spare parts for the Equipment that are not authorized by the Operator or the Contractor;
- (d) changes in Law requiring modifications of the Equipment such that it cannot perform at its warranted performance in accordance with this Agreement. In this case the Operator shall propose to the Client the amendments to be executed (and its price) so the Wind Farm can perform as warranted after such Change in Law;
- (e) lack of access to the Site or the Equipment not attributable to the Operator;
- (f) material deviation of any installations supplied or executed by the Client from the Specifications for the Civil and Electrical Works or materially bad performance of the same;
- (g) more than 50 (fifty) grid errors involving or requiring a shutdown or stoppage of the Equipment, computed during a yearly period;
- (h) any external factors or conditions, Force Majeure events and wear and tear (such as minor peeling, air pocket and crack formations on the surface of the WTG blades).

6.4 Disputes related to Compliance with the Warranties

In case of a dispute between the Parties about the observance or inobservance of the Warranties granted by the Operator in this Agreement, any of them may submit such dispute to the Independent Engineer for its determination. The Independent Engineer shall act as an *arbitratore* pursuant to Article 1349 of the ICC and shall take a decision on the basis of its equitable determination ("*equo apprezzamento*") being excluded the possibility to decide on mere discretion ("*mero arbitrio*"). The Independent Engineer shall determine within 15 (fifteen) Business Days of such submission. The Party against whom the Independent Engineer determines shall bear the cost of the Independent Engineer.

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The disputing Party shall deliver to the Independent Engineer and to the other Party a written notice stating (1) the general nature of the discrepancy, (2) the amount and extent of such discrepancy, and (3) supporting data for such discrepancy. The opposing Party shall submit a written response to the disputing Party and the Independent Engineer within 3 (three) Business Days, after receipt of the disputing Party's last submittal. Each Party's submissions shall be in the form of written statements by such Party, and each Party shall have the opportunity to respond to written statements of the other Party and any requests for statements or information by the Independent Engineer; provided, however, that all such submissions shall be made within 5 (five) Business Days of receipt of the initial notice to the Independent Engineer.

The decision of the Independent Engineer shall be notified in writing to the Parties. Either of the Parties may submit such decision to arbitration pursuant to Article 18.2.

6.5 Exclusive Remedy

With the explicit exclusion of the termination right according to the Applicable Laws and to this Agreement and the applicable injunctive relieves, the Client's sole and exclusive remedy under Article 6.1 for any and all losses or damages suffered by the Client shall be the obligation by the Operator to repair or replace the defective work and materials as set forth in such Article. Likewise, the Client's sole and exclusive remedy under Article 6.2 for any and all losses or damages suffered by the Client shall be the obligation by the Operator to pay the liquidated damages set forth therein. It is understood and agreed by the Parties that any sums which would be payable under such Articles are in the nature of liquidated damages, and not a penalty, are fair and reasonable, and shall be respectively the sole and exclusive measure of damages with respect to any breach of the Availability Warranty by the Operator. By performing the said repairs or replacements or by paying the above liquidated damages, if applicable, it shall be understood that the Operator has fulfilled its obligations under the Warranties granted in this Agreement.

Any amount due by the Operator under Article 6 shall be paid within 30 days from the due date.

Article 7 PRICES

7.1 During the Warranty Period

The price for the provision of the Services performed during Regular Business Hours during the Warranty Period arises to an annual price of thirty thousand and forty Euros (30.040 €) per WTG per year.



This price, which shall be invoiced by the Operator quarterly in advance, does not include the maintenance of blades described in Article 3.5.b) and 3.5.c) and, Repairs Out of the Scope, which shall be invoiced separately in accordance with Articles 7.3 and 7.4, respectively.

7.2 After the Expiry of the Warranty Period

For the subsequent three Annual Periods (years 3-5) following the expiry of the Warranty Period the Client will pay the Operator for the provision of the Services performed during Regular Business Hours an annual price of forty-six thousand eight hundred fifty Euros (46.850) per WTG per year.

For the subsequent five Annual Periods (years 6-10) following the third anniversary of the expiry of the Warranty Period the Client will pay the Operator for the provision of the Services performed during Regular Business Hours an annual price of forty-eight thousand nine hundred thirty Euros (48.930 €) per WTG per year.

For the subsequent five Annual Periods (year 11-15) following the eighth anniversary of the expiry of the Warranty Period until the end of the Term the Client will pay the Operator for the provision of the Services performed during Regular Business Hours an annual price of fifty-one thousand three hundred thirty Euros (51.330€) per WTG per year.

This price, which shall be invoiced by the Operator quarterly in advance, does not include the price of the blades maintenance described in Article 3.5.b) and 3.5.c), Repairs Out of the Scope, the price of the satellite communication line for the connection of the SCADA, which shall be invoiced separately in accordance with Articles 7.3, 7.4 and 7.5, respectively.

7.3 Blade Maintenance (Minor Corrective)

The price for the visual inspections to be carried out annually, described in Article 3.5.a) is included in the tariffs detailed in Articles 7.1 and 7.2.

Notwithstanding the foregoing, the price payable by the Client for the inspections and repairs defined in Article 3.5.b) and 3.5.c) will be Euro 1.620.00 per WTG per year. This price, in case the scope is requested by the Client, shall be invoiced by the Operator quarterly in advance.

Any other minor corrective blade intervention additional and/or different from the one described in Article 3.5, including blade cleaning for the power curve verification test shall be duly offered by the Operator and, as the case may be, shall be borne by the Client.

7.4 Repairs Out of the Scope

For services required due to damages arising from external factors or Force Majeure events or others the Client may request and are not covered under the scope of this Agreement, the Operator shall answer in writing, outlining the services to be performed and the relevant quotation.

For each Repair Out of the Scope, the Operator shall invoice and the Client shall pay for (i) labour provided by the Operator and parts and materials purchased from the Operator in accordance with the retail price and (ii) all Expenses incurred by the Operator duly offered by the Operator and (iii) the cost for the spare parts, if any.

After receiving a quotation for a Repair Out of Scope, the Client may accept the quotation and authorize the Operator to initiate the relevant Repairs Out of Scope, within 5 Business Days from the notice receipt. In case Operator identifies the need for any Repairs Out of Scope, it shall notify the Client by means of a written notice, including (i) description of the issue and the rectification services to be performed; and (ii) relevant quotation for the performance of such services. The Client may accept the quotation and authorize the Operator to initiate the relevant additional service, within 5 Business Days from the notice receipt, provided that, if the Client is not doing so, it shall have no right to claim for liability under this Agreement, to the extent such claim is directly or indirectly caused by the non-performance of such Repairs Out of Scope. In case of a dispute between the Parties about the need of Repairs Out of Scope, any of them may submit the issue to the dispute resolution provisions of Clause 6.4, *mutatis mutandis*.

Likewise, the Operator may perform Additional Services without prior notification and Client approval in case of a safety hazard to people, property or the environment, but shall notify the Client promptly after the work is undertaken.

7.5 Price of the Satellite Communication Line for the Connection of the SCADA

The price of Software maintenance and the satellite communication line for the connection of the SCADA during the Warranty Period is included in the remuneration established in Article 7.1 above. Unless the Client provides at its own cost and responsibility an alternative and reliable line for the connection of the SCADA, after the Warranty Period, the annual price for the satellite communication line will be 15.650,00 €/year, while the price for Software maintenance remains included.

7.6 Form of payment



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The Client shall settle all payments to the Operator within the 30 days following the receipt of the Operator's invoice, by way of wire transfer to the account number indicated by Operator in the invoice.

7.7 Annual indexation of prices

Prices defined in the preceding sections of this Article 7 shall be revised annually in line with the positive variation of the Italian Consumer Price Index (ISTAT), commencing upon the expiry of the first Annual Period following the Effective Date.

7.8 Interest, Late Payment and Disputed Invoices

In the event one of the Parties is in delay in making any payment under this Agreement, the other Party will be entitled to receive the late payment interests (*interessi di mora*), accruing on the relevant amount at an annual rate equal to 1 (one) month EURIBOR plus six hundred basis points.

If there is any dispute about any amount invoiced by Operator, the amount not in dispute shall be promptly paid and any disputed amount that is ultimately determined to have been payable pursuant to the dispute resolution procedures set forth in Article 18.2 shall be paid with interest as provided in Paragraph Above.

Should Client delay or postpone any of the payment for more than 3 (three) Business Days, Operator shall be entitled to suspend performance of its obligations under this Agreement unless relevant payment is disputed by the Client according to this Agreement and save as otherwise provided under any Direct Agreement to be entered into with the Lender. Client's continued performance of the Work while a payment dispute exists shall not be deemed as waiver in respect to the invoiced payment(s). The Operator's action shall be without prejudice to its entitlement to late payment interest under paragraph above or to termination under Article 17.2.

7.9 Taxes

The prices contemplated in this Article 7 do not include VAT, and are exclusive of any other equivalent tax in force applicable to the Services.

7.10 General

Each of the prices indicated in this Article is a fixed lump sum and subject to revision only in such cases as expressly provided for under this Agreement.

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The Operator expressly waives the right under the provisions of Article 1467 (*risoluzione per eccessiva onerosità sopravvenuta*), Article 1499, and, where applicable, Article 1660 (*variazioni necessarie del progetto*), Article 1661 (*variazioni ordinate dal committente*) and Article 1664 (*diritto alla revisione del prezzo per onerosità o difficoltà dell'esecuzione*) of the ICC.

Each of the prices indicated in this Article is inclusive of the Costi Relativi alla Sicurezza sul Lavoro as indicated under the DUVRI, attached as Annex 10

Each of the prices indicated in this Article covers the complete execution and performance of this Agreement and is not subject to changes or revisions (including, without limitation, due to changes in the prices of labour, materials, exchange rates or any other similar item, or owing to a change in any tax levied on the goods or services that are within the scope of this Agreement) except as otherwise expressly provided in this Agreement.

Article 8 INSURANCE

Without prejudice to the responsibilities set out in this Agreement for the Parties, the Operator will subscribe to and maintain the insurance stated below during the Term of this Agreement:

- (a) public liability insurance under a € 5,000,000 combined single policy limit for bodily injury and/or property damage;
- (b) employer's liability insurance as required by the Applicable Laws; and
- (c) civil liability insurance as required by the Applicable Laws for the vehicles that the Operator uses in the performance of the Services.

Such insurance policies will be taken out with insurance companies of repute.

Article 9 REPRESENTATIVES AND COORDINATION

Each of the Client and the Operator will appoint respectively one person responsible for the coordination of the Services and will promptly inform the other Party of such appointment in writing.

The Operator's representative will be competent to schedule, order and control the correct execution of the Services and will have sufficient authority to resolve the incidences which might arise in the performance of the Services without undue delay.

The Operator is responsible for allocating to the Services staff with adequate professional

qualifications and experience to properly perform the Services.

The Operator, the Client or their respective representatives will hold at least one meeting attended personally or through videoconferencing each year during the Term for the follow up of the implementation of this Agreement.

The Client representatives shall be entitled upon request to the Operator to attend to the performance of any work, activity and service performed by the Operator under this Agreement, as long as they will not interfere with the Operator's activities.

Article 10 REPRESENTATIONS BY THE PARTIES

10.1 Operator Representations

As of the Signing Date, Operator represents and warrants to Client that:

10.1.1 It is a corporation duly organized, validly existing and in good standing under the laws of Italy and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

10.1.2 It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violation would materially and adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration actions, suits, proceedings or investigations pending or threatened against Operator, at law or in equity before any court or before any federal, state or municipal agency or claims against it which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of Operator to perform its obligations under this Agreement.

10.1.3 It is (or shall be prior the date required by Applicable Laws) the holder of all governmental consents, licenses, Operator Permits, or other authorizations required to permit it to perform its obligations under this Agreement.

10.1.4 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, the charter or by-laws of Operator, or any Applicable Laws or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument to which Operator is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

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10.1.5 It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Operator of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Operator.

10.1.6 It has not been, in the past 12 (twelve) months, subject to any order, petition, application, agreement or resolution for insolvency, bankruptcy, insolvency or pre-insolvency proceeding, reorganization, composition with creditors or similar bankruptcy or bankruptcy like proceeding, liquidation or winding-up or assignment of any its assets to its creditors, nor is any other process currently been levied against it or action taken to repossess goods in its possession.

10.1.7 It has at all times managed its business in the normal and ordinary course.

Each representation under this Article shall be repeated by the Operator as condition precedent for the payment by the Client of any portion of the remuneration under Article 7, according to the letter attached under Annex 11.

10.2 Client Representations

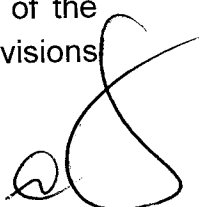
As of the Signing Date, Client represents and warrants to Operator that:

10.2.1 It is a corporation duly organized, validly existing and in good standing under the laws of Italy, is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

10.2.2 It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violation would materially and adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration actions, suits, proceedings or investigations pending or threatened against it, at law or in equity before any court or before any federal, state or municipal agency or claims against it which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of Client to perform its obligations under this Agreement.

10.2.3 It is (or shall be prior the date required by Applicable Laws) the holder of all governmental consents, licenses, permits, or other authorizations required to permit it to operate or conduct its business now and as contemplated by this Agreement.

10.2.4 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions



hereof and thereof shall conflict with or result in a breach of, or require any consent under, the charter or by-laws of Client, or any Applicable Laws or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument to which Client is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

10.2.5 It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Client of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Client.

Article 11 FORCE MAJEURE

11.1 Force Majeure

If either Party is rendered wholly or partially unable to perform its obligations (other than any payment obligations) under this Agreement because of the occurrence of a Force Majeure event, the obligations of that Party (other than payment obligations) that are prevented by the Force Majeure event will be postponed pending the ending of the Force Majeure event, to the extent so prevented. Upon the occurrence of a Force Majeure event:

- (a) the affected Party will give the other Party written notice describing the particulars of the occurrence known to such affected Party, including an initial estimation of its expected duration and likely impact on the performance of such Party's obligations hereunder;
- (b) the notice described in paragraph (a) above shall be given promptly, and in any case no later than 5 (five) Business Days, after the affected Party becomes aware of such occurrence;
- (c) the suspension of performance shall be of no greater scope and of no longer duration than strictly required by the Force Majeure event; and
- (d) when the affected Party is able to resume performance of the affected obligations under this Agreement, that Party shall give the other Party written notice to that effect and the affected Party promptly shall resume performance under this Agreement.

11.2 Mitigation

The Party affected by the occurrence of a Force Majeure event shall exercise commercially reasonable efforts to mitigate damages to the other Party.

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The Parties shall endeavour to perform their respective obligations under this Agreement so far as is reasonably practicable, notwithstanding the occurrence of a Force Majeure event.

Following the end of a Force Majeure event, to the extent possible, the Operator shall perform its obligations under this Agreement.

Article 12 CHANGE IN LAW. CHANGES AT THE SITE



If the application of any Change in Law (excluding any change in taxation and labour regulation) increases the time of performance or costs of the Operator in performing its obligations under this Agreement or renders such obligations more burdensome, (i) the Operator shall notify the Client and provide to the Client reasonably satisfactory evidence of increases in the Operator's time of performance, costs and/or variation in the Operator's performance of its obligations hereunder, and (ii) the Parties shall negotiate in good faith using commercially reasonable criteria to revise the terms and conditions of this Agreement. It being understood that in case of a Change in Law which determines a saving in the costs for the Operator, 100% of such saving (as duly documented by the Operator) shall be shared with the Client (through a reduction of the remunerations under Article 7 above).

If modifications to the Wind Farm or the Site occur, for whatever reason not attributable to the Operator, that have a material effect on the health, safety or environmental risk of the Operator or the Operator's personnel, on the performance of the Services, or on the performance or durability of the Equipment, the Parties shall negotiate in good faith using commercially reasonable criteria to revise the terms and conditions of this Agreement.

If the Parties do not reach an agreement on the revision of the terms and conditions of this Agreement within 30 (thirty) days after the Operator notifies the Client the request for such revision as a result of any of the circumstances described in the preceding paragraphs, the Parties shall appoint by mutual agreement an independent expert with knowledge and experience in such matters. The independent expert shall act as an *arbitratore* pursuant to Article 1349 of the ICC and shall take a decision on the basis of its equitable determination ("*equo apprezzamento*") being excluded the possibility to decide on mere discretion ("*mero arbitrio*"). The determination by such independent expert, which will be issued in a period of 3 (three) months after its appointment, will be final and binding upon the Parties. The fees of such independent expert shall be borne equally by the Parties.

Article 13 ASSIGNMENT

Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, such consent or approval shall not be unreasonably

withheld.

Without prejudice of the above, the Client shall be entitled to assign (or pledge, as applicable) without the prior consent of the Operator:

- (a) this Agreement, in whole or in part, provided that assignor and assignee remain jointly and severally liable for the performance of the obligations assumed under this Agreement, to an Affiliate of the Client and that the assignee has demonstrated financial capabilities to comply with the relevant obligations; and/or
- (b) any receivables arising from this Agreement to a Lender.

In the event of any assignment under letter (a) of this Article 13, the assignee must expressly agree in writing to be bound by all provisions of this Agreement.

Any assignment not in conformity with this Article 13, to the Operators competitors or third parties without demonstrated financial capabilities shall be null and void.

Operator hereby expressly and irrevocably consents without any objection (*accetta puramente e semplicemente*) pursuant to and for the purposes of Articles 1248, 1264, 1265, 1407, 2800 and 2805 of the ICC for any assignment of receivables made in accordance with letter (b) above.

In addition to the above, the Parties agree and acknowledge that, should the Client assign this Agreement either as a merger (*fusione*), sale, contribution, lease or usufruct of business concern (*cessione o conferimento di ramo d'azienda*), the Operator waives and shall not benefit from the right of withdrawal under Article 2558 of the ICC.

Article 14 LIMITATION OF LIABILITY

- (a) Without prejudice to any more stringent liability limitation provided for in this Agreement and except for Operator's liability arising from its own wilful misconduct or gross negligence (*colpa grave*), the maximum overall annual liability of the Operator, Operator's affiliates and its employees, Operator's Subcontractors of any tier and its employees under this Agreement shall not exceed one hundred per cent (100%) of the remuneration to which the Operator is entitled pursuant to Article 7 of this Agreement in the relevant year.
- (b) The maximum aggregate liability under this Agreement of the Client, Client's affiliates and its employees, Client's subcontractors of any tier and its employees, arising as a result of Client's acts or omissions hereunder, whether such liability arises in contract,

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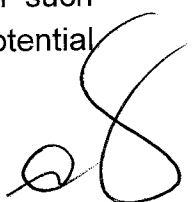
tort (including negligence), strict liability, warranty, indemnification or any other legal theory, shall not exceed one hundred percent (100%) of the remuneration to which the Operator is entitled pursuant to Article 7 of this Agreement in the relevant year, except for liability of the Client arising from its own wilful misconduct or gross negligence (*colpa grave*).

- (c) In no event shall either Party or its respective affiliates, partners, successors or assignees be liable in contract, tort (including negligence), strict liability, indemnity and warranty or otherwise to the other Party, or its members, parent corporation, affiliates, partners, successors or assigns, for special, punitive, indirect, exemplary, incidental or consequential damages of any nature whatsoever (including loss of contract, loss of revenue or loss of production) resulting from such Party's performance, non-performance, or delay in performance of its obligations under this Agreement, or from its delay, termination (with or without cause) or suspension of performance under this Agreement. In any case, any payment that may be due under the Availability Warranty in accordance with the terms of Article 6.2 may not be reputed as a payment for incidental or consequential damages of any nature whatsoever (including loss of contract, loss of revenue or loss of production).
- (d) The Client and the Operator acknowledge and agree that the terms hereof regarding all the liquidated damages are reasonable taking into account the damage the Client would sustain if the Operator defaults on any of its applicable obligations. As a consequence, the Operator hereby expressly undertakes not to take any legal action against the Client to claim for the reduction, pursuant to Article 1384 of the ICC, of any amount of liquidated damages provided under this Agreement. Payment of liquidated damages due to delays shall not release the Operator from any other obligation or liability hereunder.

Article 15 CONFIDENTIALITY. PERSONAL DATA PROTECTION. PROHIBITION OF OTHER USES.

15.1 Confidentiality

Each Party may disclose to the other Party certain non-public information including without limitation technical, product, marketing, financial, personnel, planning, and other information ("**Confidential Information**"). The receiving Party shall use Confidential Information only as is required for the full and complete performance of this Agreement, and shall limit the disclosure of Confidential Information to (i) employees or agents or advisers of such Party who have a need to know such Confidential Information for the achievement of such performance authorized by this Agreement or (ii) with respect to the Client, to potential



Lenders or investors and their advisors in connection with the Client obtaining loans, financing or capital contributions to fund the construction or operation of the Wind Farm, or (iii) with respect to the Operator, to potential Subcontractors and suppliers in connection with the Operator's compliance of the obligations stemming from this Agreement, who as regards (i), (ii) and (iii) are bound in writing by confidentiality terms no less restrictive than those contained herein except as reasonably may be required in the fulfilment of this Agreement. The receiving Party shall provide copies of such written commitments to the disclosing Party, upon request. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure (i) of information that is in or enters the public domain through no fault of the receiving Party; (ii) of information that was in the possession of the receiving Party prior to receipt under this Agreement (unless it was issued or received under a confidentiality undertaking); or (iii) of information that is recorded by the electronic and recording means owned and used by the Operator in the performance of its activities under this Agreement or (iv) required by law or order of any Governmental Authority; provided that the receiving Party shall give the other Party prior written notice of and an opportunity to object to such disclosure to the extent possible. The receiving Party shall notify the disclosing Party immediately if it learns of any misappropriation or misuse of the Confidential Information, and shall reasonably cooperate with the disclosing Party to prevent such misappropriation or misuse. The receiving Party shall return to the disclosing Party all Confidential Information upon written request or upon expiration or termination of this Agreement and shall certify in writing that it has done so.

15.2 Personal Data Protection

Personal data provided by the Client to the Operator, as well as any other data obtained from the Client in the future, shall be included in an automated data file owned and kept by the Operator under its responsibility.

Client hereby grants its express and unequivocal consent regarding transfer, international transfer inclusive, of such personal data to other entities within the Operator's Group (detailed and updated information on the organizations that integrate this Group and on their activities may be found through the web site of the Operator, www.gamesa.es) within or outside the Spanish territory, provided that the jurisdiction of destination does grant a degree of protection equivalent to that established in the Regulation (EU) 2016/679 (EU GDPR).

The exclusive purpose of the data file is to comply and adequately manage the relationship of the Operator's group with Client, as well as to provide Client with information on the products and services of the Operator's group, information that may be provided through any communication means, including electronic means and newsletters.

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The Client will have the right to access, rectify, cancel and oppose at any time the processing of the above described personal data by means of written communication to the Operator at its registered office located in Avenida de la Innovación, 9-11, Ciudad de la Innovación, 31621 Sarriguren (Spain), or by means of an e-mail addressed to dataprotection@siemensgamesacorp.com. Such communication shall include name and surname, specific request, address for notification purposes, date, signature and copy of the ID or any other valid identification document of the petitioner.

15.3 Prohibition of Other Uses

Client shall only use the Equipment and the Services incorporated into the Equipment in the operation of the Wind Farm for the generation of electricity.

All other uses are prohibited.

In particular, Client shall not use the Equipment and the Services incorporated therein in hazardous environments requiring failsafe controls including without limitation, the design, construction or operation of nuclear facilities, on-line control of aircraft, aircraft navigation or communication systems, air traffic control, life support or weapons systems. Likewise, Client shall refrain from any reverse engineering and any action seeking to determine the technology incorporated into the Equipment or the Services.

15.4 Intellectual Property

The Operator represents and warrants to the Client that the execution of the Services thereof does not and will not violate or infringe any Intellectual Property Rights or other rights of third parties. For the purpose of this Agreement, "**Intellectual Property Rights**" means all copyright, design rights, trade marks, patents and other intellectual property rights of any kind, whether or not registered, subsisting anywhere in the world.

The Operator grants the Client an irrevocable, royalty-free and transferable license to all Intellectual Property Rights necessary for the use, maintenance or resale of the Wind Farm.

The Operator shall defend and indemnify the Client against all liability and expenses (including attorneys' fees) arising from any claim that any Service under this Agreement by the Operator, infringe any third party Intellectual Property Rights.

If any claim of infringement impairs Client's ability to operate the Wind Farm, the Operator shall promptly and at its expense:

- (a) secure such rights as are necessary to allow use of the same;



BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

- (b) modify the same to make it non infringing; or
- (c) substitute the same with non-infringing replacements satisfying the requirements of this Agreement,

in each case, as required to enable unencumbered use of the Wind Farm. The Client shall be entitled to recover from the Operator any direct damages suffered as a consequence of the impairment of Client's ability to operate the Wind Farm due to breach of the Operator's representation, warranties and obligations under this Article 15.4.

The Client shall notify the Operator in writing as soon as the Client shall receive notice of any claim of infringement of patents or other proprietary rights occurring in connection with Operator's performance of this Agreement, and shall provide the Operator with all information in its possession relevant to such claim. In turn, the Operator shall notify the Client in writing as soon as the Operator shall receive notice of any claims which the Operator may receive alleging infringement of patents or other proprietary rights which may affect the Operator's performance under this Agreement.

Article 16 NOTICES

Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by registered letter or facsimile transmission to the other Party at such address set forth below.

If delivered to the Client:

PECH Srl

Attention: Mr Lino Bergonzi

Telephone:+39-0871-58741

Certified

E-mail:

renexiaservices@pec.totoholding.it

Facsimile+39-0871-5874249

If delivered to the Operator:

Siemens Gamesa Renewable Energy Wind
S.r.l. Via Ostiense 131/L, 00154 Roma -
Italy

Fax: 0039 06 45553974

BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

geolitasrl@legalmail.it

segreteria@siemensgamesacorp.com

Siemens Gamesa Renewable Energy
Eolica S.L.U.

Representative of the Subsidiary

Cc: Legal Department

Parque Tecnológico de Bizcaia – Edif. 222

48170 Zamudio (Vizcaya) – Spain

Telephone: 00.34.944.318.500

Fax : 00.34.944.209.310

Services SE&A Director

Maintenance Department

Avda. Ciudad de la Innovación, 9-11

31621 Sarriguren - Navarra (Spain)

Tel: (+34) 948 771 000

Fax (+34) 948 314 124

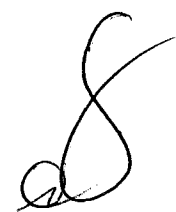
SE&A SE Sales Director

Cc:

Sales Department

Avda. Ciudad de la Innovación, 9-11

31621 Sarriguren (Navarra) – Spain



Telephone: 00.34.948.771.000

Fax: 00.34.948.165.114

Each Party shall have the right to change the place to which notice shall be sent or delivered by similar notice sent in like manner to the other Party. The effective date of any notice issued pursuant to this Agreement shall be: at the time of delivery if delivered in person or by courier; on receipt for the addressee, if sent by e-mail; on transmission if sent by facsimile transmission and confirmation of successful transmission is received.

Article 17 TERMINATION OF THE AGREEMENT

17.1 Operator Events of Default

17.1.1 Upon any material default by Operator to perform any of its obligations under this Agreement, Client may terminate this Agreement pursuant to Article 1454 (*diffida ad adempiere*) of the ICC, giving to Operator a period of 30 (thirty) calendar days to cure the ground(s) for termination.

17.1.2 The Client will be entitled to terminate this Agreement in accordance with Article 1456 (*clausola risolutiva espressa*) of the ICC, at the occurrence of any one of the following events:

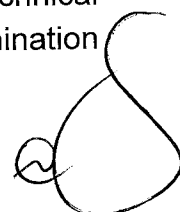
- (a) suspension of the performance of this Agreement exceeding 10 (ten) Business Days for reasons attributable to Operator, including Repairs Out of Scope accepted by the Client in accordance to the procedure described under 7.4 and/or Additional Services;
- (b) the aggregate amount of the liquidated damages due by the Operator during a year reaches 100% (one hundred per cent) of the remuneration to which the Operator is entitled pursuant to Article 7 of this Agreement in the relevant year, unless the Parties agree on an increase in the maximum limit for that relevant year;
- (c) Operator is in material breach of its warranty obligations under Article 6 of this Agreement and has not cured such material breach within 75 days after the Client has given to Operator written notice thereof; the Parties agree that such 75 days may be superseded by the timing indicated by an Independent Engineer in case of dispute on a specific technical case requiring more time;

BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

- (d) Operator's failure in providing the Client with the Parent Company Guarantee provided that the Client notified in writing such failure to Operator by mean of a registered letter and Operator failed to remedy its breach within the thirty (30) days following such notice;
- (e) Operator's failure to pay to the Client any due payment under this Agreement (including but not limited to liquidated damages) which is not legitimately in dispute, provided that the Client notified in writing such failure to Operator by means of a registered letter and Operator failed to remedy its breach within the 30 (thirty) days following such notice;
- (f) revocation, ineffectiveness, invalidity of the Permits or of any other permit necessary for the execution of this Agreement for any act or event attributable to Operator;
- (g) the insurance policies under the Operator's responsibility, are not taken out or cease to be effective and the Operator does not remedy such default within 15 (fifteen) calendar days after having become aware of such event (or having been notified in writing by the relevant insurance company or the Client);
- (h) the Operator assigns Services to subcontractor in breach of the provisions of Article 5 (Subcontracting);
- (i) the Operator fails to comply with the provisions of the Health and Safety Act and/or the Operator and/or any of its Subcontractors are in breach of their related obligations under Article 3.7 (Duties relating to environmental and health and safety at the work place);
- (j) breach of any of the representations made by the Operator under Article 10.1 below

17.1.3 In case the Client terminates this Agreement according to the provisions of this Article:

- (i) the Operator shall cease the performance of its obligations hereunder, except for those that are reasonably necessary for the protection and/or security of the portion of the works and/or services already performed;
- (ii) the Operator, within 3 (three) days from the relevant notice from the Client shall reimburse the Client of any cost (including reasonable legal and technical advisers costs) incurred by the Client and associated with such termination



and pay the direct damages which the Client has suffered in connection with the Operator's breach.

- (vi) the Client shall have the right to withhold any liquidated damages paid by the Operator;
- (vii) the Operator shall leave the Site in good state and taking care of removing its equipment and any waste or material; and
- (viii) the Operator shall provide the Client with the Operator's documents and other design documents made by it in connection with this Agreement up to the date of termination.

17.2 Client Events of Default

17.2.1 Upon any material default by Client to perform any of its obligations under this Agreement, Operator may terminate this Agreement pursuant to Article 1454 (*diffida ad adempiere*) of the ICC, giving to Client a period of 30 calendar days to cure the ground(s) for termination.

17.2.2 Operator will be entitled to terminate this Agreement pursuant to Article 1456 (*clausola risolutiva espressa*) of the ICC, at the occurrence of any one of the following events (each, a "**Client Event of Default**");

- (a) Client makes a general assignment for the benefit of its creditors, becomes insolvent, admits in writing its inability to pay its debts related to this Agreement, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, receivership, arrangement, stay, moratorium, reorganization or other debtor relief proceeding under any Applicable Laws, now in existence or hereafter becoming effective, and, in the case of any such involuntary proceeding, that is not dismissed or stayed within 50 (fifty) days after it is commenced and Client has not delivered to Operator a bank bond or a letter of credit in a form reasonably acceptable to Operator to secure compliance with its obligations hereunder;
- (b) Client's failure to pay to Operator any required payment which is not legitimately in dispute, as provided for in Article 7.8, provided that the Operator notified in writing such failure to Client by mean of a registered letter and Client failed to remedy its breach within the 30 (thirty) days following such notice;

BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

- (c) Client is in material breach of any other material provision of or has failed to perform any material obligation under this Agreement, and such breach is not cured within 30 (thirty) days.

Upon the occurrence and during the continuance of a Client Event of Default and following any applicable cure period, Operator may terminate this Agreement upon prior written notice to Client.

17.2.3 In case the Operator terminates this Agreement according to the provisions of this Article:

- (i) the Client shall pay to the Operator the direct damages which the Operator has suffered in connection with the termination and any reasonable cost duly documented (including reasonable legal and technical advisers costs) incurred by the Operator and associated with such termination;
- (ii) shall pay to the Operator any amounts already due and outstanding at the time of termination and the balance of the value of the work executed under this Agreement;

and the Operator shall:

- (i) leave the Site in good state and taking care of removing its equipment and any waste or material; and
- (ii) shall provide the Client with the Operator's documents and other design documents made by it in connection with this Agreement up to the date of termination.

17.3 Withdrawal due to Force Majeure event

If the Parties' performance of its obligations pursuant to this Agreement is prevented for a period of 75 (seventy-five) consecutive calendar days or 120 (one hundred-twenty) non-consecutive calendar days in a year as a result of the occurrence of a Force Majeure Event, then a meeting shall be held promptly between the Parties, attended by representatives of the Parties with decision-making authority regarding the subject matter of this Agreement, to attempt in good faith to mutually agree upon the reasonable course of action to be adopted by the Parties for the following 3 (three) months, taking into consideration the likelihood of the affected Party being able to resume performance of its obligations under this Agreement. If the Force Majeure event continues for an additional 3 (three) months or more, then such meeting between the Parties shall be held again, and this process shall be repeated until



one of the following occurs: (i) the affected Party being able to resume performance of its obligations under this Agreement; (ii) the parties mutually agree to terminate this Agreement. If the Force Majeure event continues for a 9 (nine) months period, then any of the Parties may withdraw from this Agreement.

17.4 Withdrawal of the Client

The Client is entitled to withdraw from this Agreement in case any of Operator:

- (a) make a general assignment for the benefit of its creditors; and/or
- (b) becomes insolvent and/or admit in writing its inability to pay its debts and/or is generally unable to pay its debts as they become due and/or or become the subject of any voluntary or involuntary bankruptcy, insolvency or pre-insolvency proceeding, receivership, arrangement, stay, moratorium, reorganization or other debtor relief proceeding under any applicable laws, now in existence or hereafter becoming effective, and, in the case of any such involuntary proceeding, that is not dismissed or stayed within 50 (fifty) days after it is commenced.

In case of withdrawal under this Article, the provisions under Article 17.1.3 shall apply.

17.5 Early termination of the Sale and Installation Agreement

This Agreement shall be automatically terminated if the Sale and Installation Agreement is early terminated and, in such event, the Client shall pay to the Operator only the relevant price due for Services rendered until the date of termination, if any.

17.6 Successor Operator

In addition to the provisions above, in case of termination of or withdrawal from this Agreement before the expiry of the Term, for any reason whatsoever, the Operator shall cooperate with the Client in the Client's efforts to facilitate the appointment and commencement of duties of any person to be appointed by the Client to provide Services in connection with the operation and maintenance of the Wind Farm (the "**Successor Operator**") so as not to disrupt the normal operation and maintenance of the Wind Farm and shall provide the Successor Operator with full access to the Wind Farm and to all relevant information, data and records relating thereto provided that such information is not considered by the Operator as its Confidential Information and provided that such access does not disrupt or obstruct the normal operation and maintenance.

Article 18 GOVERNING LAW. DISPUTE RESOLUTION

BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

18.1 Governing Law

This Agreement is governed and shall be construed in accordance with the laws of Italy.

No person who is not a Party to this Agreement (including any employee, officer, agent, representative or subcontractor of any Party) shall have the right to enforce any term of this agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Parties which agreement must refer to this clause.

18.2 Dispute Resolution

Any dispute arising out of or in connection with or relating to this Agreement (including any breach or alleged breach of this Agreement) shall be resolved in accordance with the provisions of this Article 18.2.

The senior management of each Party will meet at a mutually agreed time and place to discuss and will make every commercially reasonable effort to resolve such dispute within 30 (thirty) days of receipt by any Party of written notice of a dispute to be resolved.

If the senior management of the Parties does not resolve such dispute within such 30 (thirty) day period, then such dispute shall be submitted to the exclusive competence of the Court of Milan.

Article 19 EFFECTIVENESS

This Agreement enters into force on the Effective Date.

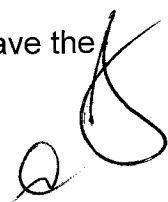
Article 20 END OF THE TERM

3 (three) months before the end of the Term an Independent Engineer, engaged by the Parties and paid by the Client, will perform an inspection of the Wind Turbines in order to double check the fulfilment of the scope and warranties obligations under this Agreement and will produce a report which will be binding for both parties. As a result of this report, the Operator will resolve only any pending issue identified and included in this Agreement obligations.

Article 21 FINANCING PARTIES' REQUESTS

Operator shall enter into a direct agreement with the Lender, within 15 days from the Client's notice, according to the form under Annex 12 (the "Direct Agreement").

The Operator acknowledges and accepts that the Lenders and their advisors may have the



right to access the Site.

Operator will make its best efforts to negotiate and agree any amendment to this Agreement reasonably acceptable to Operator, acting in good faith, which the Lender may require.

Article 22 MISCELLANEA

22.1 Language

All documents to be provided by either Party under this Agreement shall be issued in English and will be provided in PDF format. All communications and notices issued by the Parties under this Agreement shall likewise be made in English and will be provided in PDF format.

22.2 Incorporation by Reference

All schedules, programmes, Annexs, annexes and appendices attached to this Agreement are incorporated by reference herein made a part hereof for all purposes.

22.3 Entire Agreement

This Agreement, and all other contract documents and agreements between the Client and the Operator contained or referred to herein, represent the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

22.4 Amendments

This Agreement may be modified or amended only by an instrument in writing signed by a representative of each of the Parties vested with sufficient authority.

Without prejudice to the above, should the Wind Farm be assigned with a tariff by the GSE, the Parties undertake to enter into negotiations in good faith to agree the amendments of this Agreement.

22.5 Severability

Without prejudice to Article 1419 (*nullità parziale*) of the ICC, if - at any time - any provision of this Agreement is or becomes illegal, invalid or unenforceable, neither the legality, validity nor enforceability of the remaining provisions of this Agreement will in any way be affected or impaired thereby.

22.6 Right of Waiver

Each Party, in its sole discretion, shall have the right, but shall have no obligation, to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time, provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified.

22.7 Waiver of Breach

A delay or failure to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

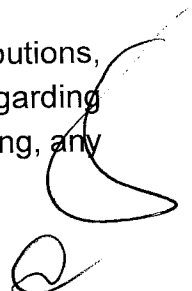
22.8 Independent Operator

Operator is an independent operator and is not a partner, agent or employee of Client. Nothing contained in this Agreement shall be construed as construing a joint venture or partnership between Operator and Client.

22.9 Indemnification by Operator

Operator shall indemnify, defend and hold harmless Client (and its Affiliates, designees, officers, directors, employees and assigns, notwithstanding their continuing or former status) against and from any and all claims damages, judgments, demands, causes of action, losses, liabilities, interest, awards, penalties, sanctions, costs, fees and expenses (including without limitation, reasonable attorneys' fees and legal costs) in respect of:

- (a) any detrimental consequences (including, in case of dispute, the payment of legal fees to its lawyers) that may derive to the Client from the application of: (i) Article 1676 of the ICC, (ii) Article 29 of the Legislative Decree no. 276/2003, as amended, (iii) Article 35 of the Law Decree no. 223/2006, as amended and (iv) Health and Safety Act, as amended;
- (b) Operator's failure to comply with taxes, social security and insurance contributions, or any other occupational, health and safety or employment related matters regarding the employees and consultants of the Operator and its Subcontractors (including, any



cost, claim, reimbursement, sanction or any other payment request current or threatened against the Client according to Health and Safety Act by Operator's personnel (and/or by personnel of any Subcontractors, if any) for damages occurred and not indemnified by INAIL (Mandatory Insurance for Injuries at Work) or by other equivalent insurance compliant with the Applicable Law);

- (c) Operator's failure to comply with any Applicable Laws and the Permits;
- (d) (i) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of this Agreement and the remedying of any defects; (ii) damage to or loss of any property, real or personal, to the extent that such damage or loss arises out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects; and
- (e) any claim or action started by the Operator's personnel (and/or by personnel of any Subcontractors, if any) in connection with alleged employment or *de facto* relationships with the Client which have their ground in actions or behaviour of the Operator.

22.10 Further Assurances

The Operator and the Client agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

As Client:

By: **Renexia Pech S.p.A.**
L'Amministratore Unico

Title: Legal Representative

As Operator:

By: Tolai, Andrea
(SGRE ON SE&A S&MK IGMAT IT)
S&MK IGMAT IT)

Digitally signed by Tolai,
Andrea (SGRE ON SE&A S&MK
IGMAT IT)
Date: 2020.06.08 11:08:38
+02'00'

Title: Authorised Representative

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

Digitally signed by Trinx, Angelo
Raffaele Danilo (SGRE ON SE&A
PR)
Date: 2020.06.08 11:01:18 +02'00'

Title: Authorised Representative



ANNEXES:

Annex 1: PREVENTIVE MAINTENANCE

Annex 2: SPARE PARTS PRICE LIST

Annex 3: LABOUR PRICE LIST

Annex 4: SERVICES

Annex 5: SUBCONTRACTORS' LIST

Annex 6: Training Catalogue and Prices

Annex 7: SAFE WORKING PRACTICES MANUAL

Annex 8: Scada Maintenance

Annex 9: Form of Parent Company Guarantee

Annex 10: DUVRI

Annex 11: Letter of repetition of the representations

Annex 12: FORM of DIRECT AGREEMENT

Annex 13: Requirements for External Communication

FULL MAINTENANCE SERVICES AGREEMENT

WIND FARM CASALDUNI

BETWEEN SIEMENS GAMESA RENEWABLE ENRGY WIND SRL AND PECH S.r.l.

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a smaller, circular mark.

