**Project Ederson**

**Secured Development Debt Facility**

**Secured Facility for the Refinancing & Development of a PV & BESS portfolio in Italy**

| **TERMS AND CONDITIONS** | |
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| **Project** | Senior facility secured by a solar PV portfolio in Italy encompassing 18 solar PV projects under development for a total of 1.16GW installed capacity and 23 Battery Energy Storage Systems (“BESS”) units for a total of 2.81GWn installed capacity. |
| **PV Plants** | The PV Plants under development encompassing the Project (each, a “PV Plant”). |
| **BESS Units** | The Battery Energy Storage Systems (“BESS”) under development encompassing the Project (each, a “BESS unit”). |
| **Sponsor** | Enerside Energy S.A. |
| **Borrower** | Italian HoldCo 100% owned by the Sponsor. The Borrower owns or will own 100% of the shares of the SPVs owning the Project. |
| **Lender** | [TBD]. |
| **Coordinating Entity** | Alter5 Financial Technologies, S.L. (“Alter5”). |
| **Use of the Financing** | Refinancing of existing debt facilities and development costs. |
| **Financing Amount** | Up to 60 million euro. |
| **Upfront Fee** | 2.50% over the total Financing Amount. The Upfront Fee will be deducted from the Financing Amount on the closing date of the Financing. |
| **Interest Rate** | 10.50% |
| **Interest Period** | Three months. Payment in Kind. |
| **Default Interest** | Interest Rate plus three (3)% percentage points. |
| **Availability Period** | 12 months from signing date. |
| **Commitment Fee** | 30% of Interest Rate |
| **Early Repayment Fee / MOIC** | 1.5x |
| **Drawdowns** | Maximum of [12] drawdowns. Required equity will have been disbursed prior to the first drawdown. |
| **Final Maturity Date** | 5 years from the signing of the financing agreement. |
| **Amortization Profile** | Bullet. |
| **Maximum Loan to Value** | 45% |
| **First Drawdown Date** | 30/06/2025. |
| **Sale and Purchase Agreements (SPAs)** | The existing and future Sale and Purchase Agreements signed between the Borrower and/or the Sponsor and the buyers for the acquisition of the PV Plants. |
| **Conditions Precedent to Signing** | As customary for this type of financing including among others:  - Satisfactory due diligence of the Project and confirmation of the current status of the plants;  - Release of any existing pledge over the Project;  - Signing of the Guarantee Package;  - 2024 Project valuation report from a reputable third-party;  - Signed NBO and exclusivity granted to a reputable investor for the sale of at least 25% of the Financing Amount. |
| **Conditions Precedents to Drawdown** | The Financing will be subject to, among others, the following:  - Fulfillment of the Conditions Precedent to Signing;  - Any required update of the Project valuation report;  - Absence of any material adverse change in the development of the PV Plants;  - Fulfillment of a Maximum Loan to Value ratio of 45% |
| **Mandatory Prepayment** | The mandatory prepayment of the financing will take place, in its entirety, in any of the following cases:  - Event of Default;  - Change of Control without the prior authorization of the Lender;  - Termination of any SPA;  - Transfer of Project assets;  - Abandonment, termination or suspension of the exploitation of the Project or any of the PV Plants. |
| **Cash sweep / Mandatory Prepayments** | 100% of the net cash received from completed sales (Palmadula & Torremaggiore); 80% of the net cash received from ongoing sale processes in Italy (BESS Italy); and 30% of the net cash received from future sale processes, subject at all times to a LTV of [45]% or lower.  If LTV results higher than [45]% at any point in time, the applicable cash sweep percentages shall be increased as necessary to restore the LTV to 45%. |
| **Change of Control** | No change of control shall occur without prior authorisation from the Lender. |
| **Event of Default** | Those that are customary in a financing agreement of these characteristics that are agreed between the Lender and the Borrower and which might include, among others:  - Failure to pay interest or principal;  - Termination of more than 5 SPAs;  - Suspension or cancellation of any of the permits licenses or authorizations of at more than 30% of the plants;  - Abandonment of more than 3 PV Plants.  - Any breach of the clauses and covenants of the financing agreement;  - Insolvency situation or bankruptcy;  - Illegality;  - Other events standard for this type of financing. |
| **Security Package** | Guarantees granted by the Borrower:  (a) Share pledge of HoldCo shares  (b) Pledge of shareholder loan agreements  (c) Pledge of the Borrower’s bank accounts  Any other guarantee standard for a transaction of this type. |
| **Information Covenants** | Financial:  - Semiannual Financial Statements of the Borrower;  - Audited Annual Financial Statements of the Borrower;  - Borrower’s annual budget;  - Audited certification of key financial ratios;  - Annual Project valuation report.  KYC:  - Upon request from the Lender, any information regarding Borrower’s identification (“Know Your Customer” or “KYC”).  Others that are standard for this type of financing. |
| **Costs and Expenses** | The costs of validation, due diligence and financial or other advice relating to the Project shall be considered as transaction costs and may be financed under the Financing Amount. |
| **Project Valuation Report provider** | PwC. |
| **Facility agent** | [Palmer FS] [ApexFS]. |
| **Applicable Law / Jurisdiction** | Italian Law / Courts of the city of Milan, Italy. |
| **Confidentiality** | The content of this non-binding offer, the existing negotiations between the Lender and the Borrower as well as any information disclosed by the parties in connection with this non-binding offer constitutes confidential information and shall not be disclosed by the Lender, the Borrower or the Sponsor except as required by applicable law. |

**Accepted by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Role:

Company: