

ANUNCIO PREVIO DE LA OFERTA PÚBLICA VOLUNTARIA DE ADQUISICIÓN DE ACCIONES DE SOLARPACK CORPORACIÓN TECNOLÓGICA, S.A. FORMULADA POR VELETA BIDCO S.À R.L.

El presente anuncio previo se hace público en virtud de lo previsto en el Real Decreto 1066/2007, de 27 de julio, sobre el régimen de las ofertas públicas de adquisición de valores (el "**Real Decreto 1066/2007**") y contiene las principales características de la oferta, que está sujeta a la preceptiva autorización de la Comisión Nacional del Mercado de Valores (la "CNMV").

Los términos y características detallados de la oferta estarán contenidos en el folleto explicativo (el "**Folleto**") que se publicará tras la obtención de la referida autorización.

De acuerdo con lo establecido en el artículo 30.6 del Real Decreto 1362/2007, de 19 de octubre, a partir de la fecha del presente anuncio, aquellos accionistas de Solarpack Corporación Tecnológica, S.A. que adquieran valores que atribuyan derechos de voto deberán notificar a la CNMV dicha adquisición cuando la proporción de derechos de voto en su poder alcance o supere el 1%. Asimismo, los accionistas de Solarpack Corporación Tecnológica, S.A. que ya tuvieran el 3% de los derechos de voto notificarán cualquier operación que implique una variación posterior en dicho porcentaje.

1. IDENTIFICACIÓN DEL OFERENTE

La sociedad oferente es Veleta BidCo S.à r.l., sociedad de responsabilidad limitada (*société à responsabilité limitée*) de nacionalidad luxemburguesa, con domicilio social en 26A, Boulevard Royal, L-2449 Luxemburgo, Gran Ducado de Luxemburgo, e inscrita en el Registro de Comercio y Sociedades (*Registre de Commerce et des Sociétés*) de Luxemburgo con el número B-252655 (la "**Sociedad Oferente**"). Las acciones de la Sociedad Oferente no cotizan en ningún mercado de valores, estando su código LEI en tramitación.

La Sociedad Oferente es una sociedad íntegramente participada por Veleta TopCo S.à r.l., sociedad de responsabilidad limitada (*société à responsabilité limitée*) de nacionalidad luxemburguesa, con domicilio social en 26A, Boulevard Royal, L-2449 Luxemburgo, Gran Ducado de Luxemburgo, e inscrita en el Registro de Comercio y Sociedades (*Registre de Commerce et des Sociétés*) de Luxemburgo con el número B-252712 ("**Veleta TopCo**"), que a su vez, está íntegramente participada por EQT Infrastructure V Investments S.à r.l., una sociedad de responsabilidad limitada (*société à responsabilité limitée*) con domicilio social en 26A, Boulevard Royal, L-2449 Luxemburgo, Gran Ducado de Luxemburgo, e inscrita en el Registro de Comercio y Sociedades (*Registre de Commerce et des Sociétés*) de Luxemburgo con el número B-243744 ("**EQT Infrastructure V Investments**"), la cual, a su vez, está íntegramente participada por un conjunto de fondos sin personalidad jurídica constituidos en Luxemburgo que conforman una plataforma de inversión denominada EQT Infrastructure V Fund ("**EQT Infra V**") y que se encuentran gestionados por EQT Fund Management S.à r.l.,

una sociedad de responsabilidad limitada (*société à responsabilité limitée*) de nacionalidad luxemburguesa, con domicilio social en 26A, Boulevard Royal, L-2449 Luxemburgo, Gran Ducado de Luxemburgo, e inscrita en el Registro de Comercio y Sociedades (*Registre de Commerce et des Sociétés*) de Luxemburgo con el número B-167972 ("**EQT Fund Management**"). A su vez, EQT Fund Management es una filial participada al cien por cien por EQT AB ("**EQT**"), sociedad de nacionalidad sueca, domiciliada en 25 Regeringsgatan, 111 53, Estocolmo, matriz del grupo EQT. EQT no está controlada por ninguna entidad o individuo y sus acciones cotizan en la bolsa de Estocolmo.

La Sociedad Oferente y Veleta TopCo son sociedades de propósito especial que han sido constituidas para facilitar la inversión de EQT Infra V en Solarpack Corporación Tecnológica, S.A.

Por lo anterior y dado que EQT Fund Management es la sociedad gestora de EQT Infra V, EQT Fund Management ejerce el control sobre la Sociedad Oferente y se atribuye a EQT Fund Management la decisión en último término de formular la Oferta.

EQT es una firma líder de inversiones que gestiona activos por valor de más de 67 mil millones de euros repartidos en 26 fondos. Los fondos EQT son titulares de una cartera de compañías en Europa, Asia y los Estados Unidos con ventas totales de más de 29 mil millones de euros y aproximadamente 175.000 empleados. EQT trabaja con sus compañías participadas para conseguir crecimiento sostenido, excelencia operativa y liderazgo de mercado. EQT fue fundada en 1994 por Investor AB, el mayor holding industrial de la región nórdica, y parte de la familia Wallenberg, que además posee un largo historial de inversión en Europa.

El Folleto contendrá una descripción más completa de la estructura accionarial y de control de la Sociedad Oferente.

2. **DECISIÓN DE FORMULAR LA OFERTA**

La decisión de formular la oferta pública voluntaria de adquisición de acciones (la "**Oferta**") ha sido aprobada, entre otros, por la Sociedad Oferente en virtud de las decisiones adoptadas por su órgano de administración, con fecha 15 de junio de 2021, así como por los órganos de administración de Veleta TopCo, EQT Infrastructure V Investments, y EQT Fund Management en la misma fecha.

3. **PRESENTACIÓN DE LA OFERTA**

La Sociedad Oferente presentará ante la CNMV la solicitud de autorización de la Oferta, junto con el Folleto y los demás documentos complementarios, en los términos previstos en el artículo 17 del Real Decreto 1066/2007. La presentación de la solicitud de autorización por la Sociedad Oferente tendrá lugar en el plazo máximo de un mes desde la fecha de este anuncio.

4. TIPO DE OFERTA

La Oferta es de tipo voluntario, de acuerdo con el artículo 137 del texto refundido de la Ley del Mercado de Valores, aprobado por Real Decreto Legislativo 4/2015, de 23 de octubre (la "**Ley del Mercado de Valores**") y el artículo 13 del Real Decreto 1066/2007.

5. PARTICIPACIÓN DE LA SOCIEDAD OFERENTE EN LA SOCIEDAD AFECTADA

A la fecha del presente anuncio, ni la Sociedad Oferente, ni Veleta TopCo, ni EQT Infrastructure V Investments ni EQT Fund Management, ni, de acuerdo con el leal saber y entender de la Sociedad Oferente, los administradores de ninguna de las anteriores, son titulares directos ni indirectos de ninguna acción de Solarpack Corporación Tecnológica, S.A. (la "**Sociedad Afectada**" o "**Solarpack**", indistintamente) ni de valores que puedan otorgar derechos de suscripción o adquisición de dichas acciones.

Sin perjuicio de las entidades que conforman su estructura de conformidad con el apartado 1, la Sociedad Oferente no actúa de manera concertada con ninguna otra persona o entidad y los compromisos irrevocables de aceptación de la Oferta que se describen en el apartado 12 siguiente no suponen actuación concertada de conformidad con lo previsto en el artículo 5 del Real Decreto 1066/2007.

En los 12 meses previos a la fecha del presente anuncio, ni la Sociedad Oferente, ni Veleta TopCo, ni EQT Infrastructure V Investments ni EQT Fund Management, ni, conforme al leal saber y entender de la Sociedad Oferente tras haber realizado las comprobaciones razonablemente exigibles, ninguna persona perteneciente al grupo de cualquiera de ellas o que pudiera considerarse que actúa de forma concertada con cualquiera de las mismas a los efectos del Real Decreto 1066/2007, ni los miembros de sus respectivos órganos de administración, han llevado a cabo, ni han acordado llevar a cabo, directa o indirectamente, ninguna transacción en relación con las acciones de la Sociedad Afectada, ni instrumentos que pudieran dar derecho a la adquisición o suscripción de acciones de Solarpack, ni que directa o indirectamente otorguen derechos de voto en la Sociedad Afectada.

A la fecha del presente anuncio, ningún miembro del Consejo de Administración o de la dirección de la Sociedad Afectada ha sido nombrado por la Sociedad Oferente.

El 15 de junio de 2021, Beraunberri, S.L., Burgest 2007, S.L. y Landa LLC (conjuntamente, los "**Accionistas Vendedores**"), se han comprometido irrevocablemente con la Sociedad Oferente a aceptar la Oferta en relación con un total de 16.944.855 acciones de la Sociedad Afectada, representativas en conjunto del 50,957% de su capital social a esta misma fecha (las "**Acciones Comprometidas**"), todo ello en los términos de los compromisos irrevocables de aceptación de la Oferta que se describen en el apartado 12. Dichos acuerdos no suponen actuación concertada de conformidad con lo previsto en el artículo 5 del Real Decreto 1066/2007.

Finalmente, se hace constar que ningún miembro de los órganos de administración, dirección o control de las sociedades que conforman la estructura accionarial y de propiedad de la Sociedad Oferente es al mismo tiempo miembro de los órganos de administración, dirección o control de Solarpack.

6. LA SOCIEDAD AFECTADA

La sociedad afectada es Solarpack Corporación Tecnológica, S.A., sociedad anónima de nacionalidad española, con domicilio social en 48992 - Getxo (Vizcaya), Avenida de Algorta 16, 3º, con número de identificación fiscal A-95363859, e inscrita en el Registro Mercantil de Vizcaya, al tomo 5.353, folio 188, hoja BI-42377.

En la actualidad, el capital social de Solarpack es de 13.301.204,80 euros, dividido en 33.253.012 acciones, de 0,4 euros de valor nominal cada una de ellas, pertenecientes a una misma y única clase y serie, con idénticos derechos políticos y económicos, totalmente suscritas y desembolsadas y representadas mediante anotaciones en cuenta, cuya llevanza corresponde a la Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (Iberclear) y sus entidades participantes autorizadas.

De conformidad con la información pública disponible, Solarpack no tiene emitidos derechos de suscripción preferente, obligaciones convertibles o canjeables en acciones, o warrants, ni cualquier otro instrumento similar adicional que pudiera dar derecho directa o indirectamente a la adquisición o suscripción de acciones de Solarpack.

7. VALORES A LOS QUE SE DIRIGE LA OFERTA

La Oferta se dirige a la totalidad del capital social de Solarpack, representado por 33.253.012 acciones, de 0,4 euros de valor nominal cada una de ellas, pertenecientes a una misma y única clase y serie, y a todos los accionistas de la Sociedad Afectada que sean titulares de las acciones de la Sociedad Afectada.

8. MERCADOS A LOS QUE SE DIRIGE LA OFERTA

La Oferta se formulará exclusivamente en el mercado español, único mercado en el que cotizan las acciones de Solarpack.

El presente anuncio y su contenido no suponen la formulación o difusión de la Oferta en jurisdicciones o territorios distintos del español. En consecuencia, el presente anuncio y el Folleto, que se publicará tras la autorización de la Oferta por la CNMV, no serán publicados, enviados o distribuidos en ninguna jurisdicción o territorio donde su publicación pueda estar prohibida o restringida por ley o donde se requiera el registro o depósito de documentación adicional, y las personas que reciban este anuncio o el Folleto no podrán publicarlos ni distribuirlos en dichas jurisdicciones o territorios.

En particular, el presente anuncio no se publicará ni distribuirá, ni la Oferta se formulará,

directa o indirectamente, en los Estados Unidos de América, ni mediante el uso del sistema postal o por cualesquiera otros medios o instrumentos comerciales internacionales o interestatales, ni a través de los mecanismos de las bolsas de valores de los Estados Unidos de América, ni de cualquier otra forma o medio que pueda ser enviado a, o distribuido en, los Estados Unidos de América. El presente anuncio no es una oferta de compra ni constituye una oferta para comprar ni una invitación u oferta para vender acciones en los Estados Unidos de América.

9. CONTRAPRESTACIÓN

La Oferta se formula como compraventa de las acciones de la Sociedad Afectada. En concreto, la contraprestación ofrecida por la Sociedad Oferente a los titulares de las acciones de la Sociedad Afectada es de 26,5 euros en efectivo por cada acción (el "**Precio de la Oferta**"). En consecuencia, el importe total máximo a desembolsar por la Sociedad Oferente asciende a 881.204.818 euros.

La Sociedad Oferente dispone de los recursos propios necesarios para afrontar el total de la contraprestación de la Oferta. La contraprestación se satisfará en su totalidad en efectivo. El cumplimiento de la obligación del pago del Precio de la Oferta estará asegurado por uno o más avales bancarios, de acuerdo con lo previsto en el artículo 15 del Real Decreto 1066/2007.

Si la Sociedad Afectada realizara cualquier reparto de dividendos, reservas o cualquier otra distribución a sus accionistas con anterioridad a la liquidación de la Oferta, ya sea ordinaria, extraordinaria, a cuenta o complementaria, el Precio de la Oferta se reducirá en una cantidad equivalente al importe bruto por acción del reparto o distribución, siempre que la fecha de publicación del resultado de la Oferta en los boletines de cotización coincida o sea posterior a la fecha *ex-dividendo*.

La Sociedad Oferente considera que el Precio de la Oferta cumple con los requisitos para ser considerado "precio equitativo" de conformidad con lo dispuesto en el artículo 137.2 de la Ley del Mercado de Valores, lo que se justificará mediante un informe de valoración elaborado por un experto independiente conforme a los criterios de valoración establecidos en el mencionado artículo.

Adicionalmente, la Sociedad Oferente considera que el Precio de la Oferta tiene la consideración de precio equitativo de conformidad con el artículo 9 del Real Decreto 1066/2007, dado que: (i) es el precio más alto pagado o acordado pagar por la Sociedad Oferente para la adquisición de las acciones de la Sociedad Afectada a las que se dirige la Oferta durante los 12 meses previos a la presente fecha por constituir el precio íntegro acordado con los Accionistas Vendedores en los compromisos irrevocables a los que se refiere el apartado 12 siguiente, sin que exista ninguna compensación adicional al precio acordado ni se haya pactado ningún diferimiento en el pago; (ii) no se ha adquirido o acordado adquirir acciones de la Sociedad Afectada distintas a las que se refieren los indicados compromisos

irrevocables; y (iii) no ha acaecido ninguna de las circunstancias del artículo 9 del Real Decreto 1066/2007 que pudiera dar lugar a la modificación del precio equitativo.

La Sociedad Oferente considera asimismo que el Precio de la Oferta cumple los requisitos establecidos en el artículo 10 del Real Decreto 1066/2007 a los efectos de la exclusión de negociación de las acciones de la Sociedad Afectada.

En todo caso, la consideración de la contraprestación como "precio equitativo" está sometida a la confirmación de la CNMV.

El Precio de la Oferta representa una prima de aproximadamente:

- (i) 45% sobre el precio de cotización de las acciones de la Sociedad Afectada al cierre de mercado en la sesión bursátil inmediatamente anterior a la publicación de este anuncio previo (18,28 euros);
- (ii) 35,1% sobre el precio medio ponderado de cotización por volumen de las acciones de la Sociedad Afectada correspondientes al período de tres meses inmediatamente anterior a la publicación de este anuncio previo (19,62 euros); y
- (iii) 16,6% sobre el precio medio ponderado de cotización por volumen de las acciones de la Sociedad Afectada correspondientes al período de seis meses inmediatamente anterior a la publicación de este anuncio previo (22,73 euros).

10. **CONDICIONES PARA LA EFECTIVIDAD DE LA OFERTA**

De conformidad con lo previsto en el artículo 13.2.(b) del Real Decreto 1066/2007, la efectividad de la Oferta está sujeta a la aceptación de la Oferta por titulares de valores que representen al menos el 75% más una acción del capital social de la Sociedad Afectada con derecho a voto, esto es, a la fecha del presente anuncio, al menos 24.939.760 acciones de la Sociedad Afectada.

Asimismo, la Sociedad Oferente ha decidido, conforme a lo previsto en el artículo 26.1 del Real Decreto 1066/2007, condicionar la efectividad de la Oferta a la obtención de la autorización de la Comisión Nacional de los Mercados y la Competencia ("**CNMC**"), en virtud de lo previsto en la Ley 15/2007, de 3 de julio, de Defensa de la Competencia (la "**Ley 15/2007**").

El artículo 9.2 de la Ley 15/2007 determina que una concentración que esté sujeta a notificación a la CNMC no podrá ejecutarse hasta que haya recaído y sea ejecutiva la autorización expresa o tácita de la CNMC. No obstante, conforme al artículo 9.3 de la Ley 15/2007, lo anterior no impide la realización de una oferta pública de adquisición de acciones sujeta a autorización de la CNMV, siempre y cuando (i) la concentración sea notificada a la CNMC en el plazo de cinco días desde que se presente la solicitud de autorización de la oferta a la CNMV, en caso de no haber sido notificada con anterioridad y (ii) el adquirente no ejerza los derechos de voto

inherentes a los valores en cuestión hasta la obtención de la referida autorización, o solo los ejerza para salvaguardar el valor íntegro de su inversión sobre la base de una dispensa concedida por la CNMC.

La Sociedad Oferente iniciará el procedimiento para la solicitud de autorización ante la CNMC tan pronto como resulte posible tras la publicación del presente anuncio y en colaboración con dicha autoridad.

11. AUTORIZACIÓN PREVIA DE INVERSIÓN EXTRANJERA

La Sociedad Oferente considera que la inversión en la Sociedad Afectada, directa por parte de la Sociedad Oferente e indirecta por los socios que participan en la misma, y que se derivará de la liquidación de la Oferta, se encuentra sujeta a la autorización del Consejo de Ministros de conformidad con lo previsto en la Disposición Transitoria Única del Real Decreto-ley 34/2020, de 17 de noviembre, de medidas urgentes de apoyo a la solvencia empresarial y al sector energético, y en materia tributaria, y en el artículo 7.bis, apartados 2 y 5, de la Ley 19/2003, de 4 de julio, sobre régimen jurídico de los movimientos de capitales y de las transacciones económicas con el exterior, dado que tanto la Sociedad Oferente como las entidades que ejercen su control directo e indirecto son entidades residentes en la Unión Europea, y la Sociedad Afectada opera en un sector estratégico en España.

La Sociedad Oferente iniciará el procedimiento para la solicitud de autorización ante la Dirección General de Comercio Internacional e Inversiones del Ministerio de Industria, Comercio y Turismo tan pronto como sea posible tras la publicación del presente anuncio y en colaboración con dicha autoridad.

De conformidad con el artículo 26.2 del Real Decreto 1066/2007, la CNMV no autorizará la Oferta hasta que se le acredite la obtención de la referida autorización.

No obstante lo anterior, la Sociedad Oferente considera que la exigencia de esta autorización previa por el Consejo de Ministros dejará de estar en vigor el próximo 1 de julio de 2021, salvo que la vigencia de la normativa referida se prorrogue legalmente con anterioridad a dicha fecha.

12. ACUERDOS RELATIVOS A LA OFERTA

Tal como se ha indicado en el apartado 5, el 15 de junio de 2021, la Sociedad Oferente y los Accionistas Vendedores han suscrito compromisos irrevocables, en virtud de los cuales, entre otras cuestiones, la Sociedad Oferente se ha comprometido a lanzar la Oferta y los Accionistas Vendedores a aceptar la Oferta y a vender a través de esta las acciones de su respectiva titularidad. Asimismo, Beraunberri, S.L. y Burgest 2007, S.L. han suscrito a favor de la Sociedad Oferente y Veleta TopCo el compromiso de inversión que se describe más adelante en este apartado.

La identidad de los Accionistas Vendedores, el número de Acciones Comprometidas titularidad

de cada uno de ellos a día de hoy, y el porcentaje que estas acciones representan sobre el capital social de la Sociedad Afectada son los siguientes:

Accionista	Número de acciones	% de capital social
Beraunberri, S.L.	13.332.898	40,095%
Burgest 2007, S.L.	2.640.852	7,942%
Landa LLC	971.105	2,920%
Total	16.944.855	50,957%

Los principales términos de los compromisos irrevocables son los siguientes:

Obligaciones de la Sociedad Oferente

La Sociedad Oferente se compromete a: (i) anunciar la Oferta con anterioridad al comienzo de la sesión bursátil correspondiente al primer día hábil siguiente desde la firma de los compromisos irrevocables; y (ii) a formular la Oferta dentro del plazo del mes siguiente a la publicación de dicho anuncio, en los términos que se describen en el presente anuncio.

Obligaciones de los Accionistas Vendedores

(a) Disposición de las acciones

Los Accionistas Vendedores han asumido el compromiso de:

- (i) transmitir sus acciones en la Sociedad Afectada a la Sociedad Oferente, libres de cargas y gravámenes, mediante la aceptación de la Oferta;
- (ii) no transmitir las Acciones Comprometidas en el marco de ninguna oferta competidora, salvo que la Sociedad Oferente hubiera decidido desistir de la Oferta o la Oferta no fuese aprobada por la CNMV;
- (iii) no vender, ceder, transmitir o realizar cualquier otro tipo de disposición, ya sea de manera directa o indirecta, de sus acciones en la Sociedad Afectada o de los derechos de voto inherentes a ellas, ni crear prendas, gravámenes o cargas, ni a otorgar ninguna opción u otro derecho sobre cualquiera de sus acciones o su participación en ellas, ni permitir que ocurra ninguna de las anteriores; y
- (iv) entregar a la Sociedad Oferente un certificado de legitimación, de conformidad con lo previsto en el artículo 19 del Real Decreto 878/2015 de

2 de octubre, de todas las Acciones Comprometidas tan pronto como sea posible y, a más tardar, en el momento en que la Sociedad Oferente formule la Oferta.

(b) Ejercicio de los derechos de voto en relación con la Oferta

Los Accionistas Vendedores se han comprometido a ejercitar o procurar ejercitar los votos correspondientes a las Acciones Comprometidas con el fin de permitir la implementación de la Oferta, y a votar en contra de cualquier otro acuerdo que pudiera impedirle o frustrarla así como a procurar que los consejeros dominicales que les representen en el Consejo de Administración de la Sociedad Afectada actúen de la misma manera, con sujeción por tales consejeros a los deberes fiduciarios y otros deberes de conducta legal o estatutariamente establecidos como administradores.

(c) Colaboración

Los Accionistas Vendedores se han comprometido a colaborar y a proporcionar a la Sociedad Oferente la información de la que dispongan que esta última solicite razonablemente a efectos de dar cumplimiento a las obligaciones por ella asumidas en relación con la Oferta. Dicha obligación se limita a la información sobre los Accionistas Vendedores y no resulta extensiva a información o documentación relativa a la Sociedad Afectada.

Compromisos de inversión

Beraunberri, S.L. y Burgest 2007, S.L. (conjuntamente, los "**Accionistas Inversores**") han asumido un compromiso en virtud del cual se han obligado a aportar los siguientes importes a cambio de acciones de la Sociedad Oferente, si la Oferta tiene un resultado positivo tras la liquidación de la misma:

- (i) en el caso de Beraunberri, S.L., el importe de 45.931.834 euros; y
- (ii) en el caso de Burgest 2007, S.L., el importe de 26.593.380 euros.

Como contraprestación a la aportación de los referidos importes, los Accionistas Inversores recibirán acciones ordinarias de la Sociedad Oferente, con idénticos derechos políticos y económicos al resto de acciones ordinarias de la Sociedad Oferente ostentadas por Veleta Topco. A efectos informativos, en el supuesto de que la Oferta se aceptara por la totalidad de los accionistas de Solarpack a la que se dirige, Beraunberri, S.L. y Burgest 2007, S.L. serían titulares, respectivamente, de un 5,21% y de un 3,02% del capital social de la Sociedad Oferente tras la liquidación de la Oferta y la aportación de los importes comprometidos. En este sentido, se hace constar que la valoración implícita de las acciones de Solarpack subyacentes a los efectos de la inversión a realizar por los Accionistas Inversores será el Precio de la Oferta, esto es, 26,5 euros. En consecuencia, el valor implícito de las acciones de la

Sociedad Oferente que recibirán los Accionistas Inversores como consecuencia de esta inversión será financieramente equivalente al Precio de la Oferta.

Asimismo, Veleta TopCo y los Accionistas Inversores suscribieron el 15 de junio de 2021 un resumen de términos acerca de un pacto de socios que tiene por objeto identificar los principios de acuerdo entre las partes en relación con su condición de accionistas de la Sociedad Oferente una vez se haya producido la liquidación de la Oferta y la posterior inversión de los Accionistas Inversores. El contenido del resumen de términos mencionado constituye la base para la negociación del pacto de socios que suscribirán las partes del mismo tras la liquidación de la Oferta y la ejecución de la inversión de los Accionistas Inversores.

Compromiso del consejero delegado

Adicionalmente, el compromiso irrevocable suscrito entre la Sociedad Oferente y Burgest 2007, S.L. también será suscrito por D. Pablo Burgos Galíndez a efectos de dejar constancia de su voluntad de permanecer como consejero delegado de Solarpack tras la liquidación de la Oferta.

No desistimiento de la Oferta

La Sociedad Oferente únicamente podría desistir unilateralmente de la Oferta, sin la previa autorización por escrito de los Accionistas Vendedores, en los supuestos previstos en los apartados a) y c) del artículo 33.1 del Real Decreto 1066/2007 o de conformidad con lo señalado a continuación en el apartado *Duración y resolución*. En relación con lo dispuesto en el artículo 33.1.b) del Real Decreto 1066/2007, la Sociedad Oferente podrá desistir unilateralmente de la Oferta, sin el previo consentimiento escrito de los Accionistas Vendedores, en los supuestos previstos en el artículo 26.1 párrafos b) y d) del Real Decreto 1066/2007, pero no podrá desistir unilateralmente de la Oferta sin el previo consentimiento escrito de los Accionistas Vendedores en el supuesto de que la autorización indicada en el apartado 10 se conceda sujeta a determinadas condiciones, es decir, en el supuesto previsto en el artículo 26.1 c) del Real Decreto 1066/2007.

Duración y resolución

Los compromisos irrevocables surten efectos desde el 15 de junio de 2021 y estarán vigentes y surtirán efectos entre las partes hasta la más temprana de las siguientes fechas: (i) la fecha en que tenga lugar la liquidación de la Oferta; o (ii) la fecha en que (a) la Sociedad Oferente desista de la Oferta de acuerdo con lo previsto en los compromisos irrevocables, o (b) la Oferta no sea autorizada por la CNMV.

Los Accionistas Vendedores tendrán derecho a cobrar de la Sociedad Oferente una compensación por importe agregado para todos ellos de 5.000.000 euros en caso de que la Sociedad Oferente desista unilateralmente de la Oferta por cualquier motivo diferente de los contemplados en los apartados a) y c) del artículo 33.1 del Real Decreto 1066/2007, o porque

la Oferta no se liquide por cualquier motivo (distinto de que la Oferta no obtenga la autorización de la CNMV).

Incumplimiento

El incumplimiento material de alguna de las obligaciones esenciales previstas en los compromisos irrevocables por cualquiera de las partes dará derecho a la parte no incumplidora a (i) exigir el cumplimiento del compromiso incumplido; o (ii) resolver el compromiso irrevocable. En ambos casos, la parte no incumplidora tendrá derecho al cobro de una penalización por un importe agregado de 5.000.000 euros para todos los Accionistas Vendedores o para la Sociedad Oferente, según el caso, y que deberá abonarse, respectivamente, por la Sociedad Oferente o por los Accionistas Vendedores, en este último supuesto, en proporción al número de acciones que se han comprometido a vender cada uno de ellos en virtud de los compromisos irrevocables respecto del total número de acciones de los Accionistas Vendedores objeto de los compromisos irrevocables.

Se adjunta como **Anexo I** al presente anuncio una copia de los compromisos irrevocables suscritos con cada uno de los Accionistas Vendedores.

Salvo por los referidos acuerdos a que se refiere este apartado 12, no existe ningún otro acuerdo en relación con la Oferta o con Solarpack entre, de una parte, la Sociedad Oferente o entidades pertenecientes a su estructura accionarial y de propiedad descrita en el apartado 1, y de otra, Solarpack, los accionistas, los miembros de los órganos de administración, dirección o control de la Sociedad Afectada y la propia Sociedad Afectada, ni se ha reservado ninguna ventaja a los accionistas de la Sociedad Afectada ni a los miembros de los referidos órganos.

13. INICIATIVAS EN MATERIA BURSÁTIL

En el supuesto de que se cumplan los requisitos previstos en los artículos 136 de la Ley del Mercado de Valores y 47 del Real Decreto 1066/2007, la Sociedad Oferente tiene intención de ejercitar el derecho de venta forzosa de las restantes acciones de la Sociedad Afectada (*squeeze-out*) al Precio de la Oferta (con los ajustes que en su caso correspondan de acuerdo con lo señalado en el apartado 9 en caso de que se realice cualquier reparto de dividendos u otras distribuciones a los accionistas de Solarpack).

La ejecución de la operación de venta forzosa resultante del ejercicio del referido derecho dará lugar, de conformidad con los artículos 47 y 48 del Real Decreto 1066/2007 y disposiciones relacionadas, a la exclusión de cotización en las Bolsas de Valores de las acciones de la Sociedad Afectada.

En el caso de que no se dieran las condiciones requeridas para la operación de venta forzosa, la Sociedad Oferente tiene intención de promover la exclusión de negociación de las acciones de la Sociedad Afectada de las Bolsas de Valores, de conformidad con el procedimiento y requisitos de excepción a la oferta pública de exclusión previstos en el artículo 11.d) del Real

Decreto 1066/2007 y en el artículo 82 de la Ley del Mercado de Valores, a cuyos efectos aportará el informe de valoración ya referido en el apartado 9 anterior para la justificación de la contraprestación ofrecida de conformidad con los criterios de valoración previstos en el artículo 10 del Real Decreto 1066/2007.

14. **OTRAS INFORMACIONES**

A juicio de la Sociedad Oferente, no existe, a fecha del presente anuncio, otra información que pueda resultar necesaria para una adecuada comprensión de la Oferta, distinta de la información incluida en este anuncio previo.

En Madrid, a 16 de junio de 2021.

Veleta BidCo S.à r.l.

Nombre

Anexo I - Compromisos irrevocables

THIS IRREVOCABLE UNDERTAKING AGREEMENT (the "**Agreement**") is entered into in Madrid, on June 15, 2021.

BETWEEN

Beraunberri, S.L., a company duly incorporated and existing under the laws of Spain, with registered office at Calle Los Tilos 2, 3º izq. C.P. 48992, Getxo (Bizkaia), and Tax ID number B-95355285 (the "**Shareholder**"). The Shareholder is duly represented for the purposes of this Agreement by Mr. José Galíndez Zubiría, who acts in his capacity as attorney-in-law, by virtue of the power of attorney granted before the Notary of Getxo (Bizkaia) Mr. Mariano Javier Gimeno Gómez Lafuente, on August 9, 2019, with number 1,980 of his official records;

Veleta BidCo S.à r.l., a private limited liability (*société à responsabilité limitée*) company duly incorporated and existing under the laws of Luxembourg, with registered office at 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B252655 (the "**Offeror**"). The Offeror is duly represented for the purposes of this Agreement by EQT RA Management S.à r.l., who acts in its capacity as sole manager, represented, in turn, by its managers Ms Vilune Mackeviciute and Mr Michail Tziaras; and

Veleta TopCo S.à r.l., a private limited liability (*société à responsabilité limitée*) company duly incorporated and existing under the laws of Luxembourg, with registered office at 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B252712 (the "**Veleta TopCo**"), who executes this Agreement for the purposes of clause 2.2.2. Veleta TopCo is duly represented for the purposes of this Agreement by EQT RA Management S.à r.l., who acts in its capacity as sole manager, represented, in turn, by its managers Ms Vilune Mackeviciute and Mr Michail Tziaras;

For the purposes of this Agreement, the Shareholder and the Offeror shall be collectively referred to as the "**Parties**" and, individually, as a "**Party**".

WHEREAS

(A) Solarpack Corporación Tecnológica, S.A. is a public limited company

incorporated and existing under the laws of Spain, with its entire share capital being listed on the Spanish Stock Exchanges and traded through the Automated Quotation System, having its registered office at Avenida de Algorta 16, 3º, Getxo (Bizkaia), registered with the Commercial Registry of Bizkaia under sheet BI-42377 and with Spanish Tax Identification Number A-95363859 (the "**Company**").

- (B) As of the date hereof, the Shareholder is the holder of 13,332,898 shares in the Company free from any lien and encumbrances and third-party rights, representing 40.095% of the total share capital of the Company (the "**Shares**"). For purposes of this Agreement, Shares shall be deemed to include not only the 13,332,898 Shares in the Company that the Shareholder currently owns but shall also comprise any additional shares in the Company that the Shareholder (or any entity within its group or any company or person directly or indirectly controlled or managed by the Shareholder, but excluding, for the avoidance of doubt, the shares currently held by certain minority shareholders of the Shareholder, who are related parties to the controlling shareholder of the Shareholder and own in aggregate 200 shares in the Company) may hold at any time prior to the expiration of the Takeover Bid's acceptance period, as applicable, including any shares or other instruments which the Shareholder may acquire as a consequence of its ownership of the Shares (including, but not limited to, any shares received by the Shareholder as the result of a share split, share exchange, rights issue, distribution of bonus shares, or otherwise).
- (C) The Offeror has the intention to launch a voluntary takeover bid addressed to the entire share capital of the Company (the "**Takeover Bid**"), having the Parties agreed to execute certain irrevocable and unconditional undertakings in relation to the Takeover Bid, including the undertaking of the Shareholder to commit to tender the Shares to the Offeror in the Takeover Bid, subject to the terms and conditions of this Agreement.
- (D) On the date hereof, and simultaneously with the execution of this Agreement (*en unidad de acto*), the Offeror has entered into two additional irrevocable undertaking agreements, respectively, with Burgest 2007, S.L. and Landa LLC (the "**Other Selling Shareholders**"), pursuant to which the Other Selling Shareholders have committed to tender all their shares to the Offeror in the Takeover Bid, subject to terms and conditions substantially identical to those set forth in this Agreement.
- (E) The Parties agree to enter into this Agreement, which shall be governed by the following:

CLAUSES

1. OBLIGATIONS OF THE OFFEROR

1.1. Announcement of the Takeover Bid

The Offeror hereby irrevocably agrees to publish the corresponding public announcement in relation to the Takeover Bid (the "**Takeover Bid Announcement**") pursuant to article 16 of the Royal Decree 1066/2007, of 27 July, on the regime governing takeover bids (the "**Takeover Regulations**"), prior to the commencement of the Spanish Stock Exchange session corresponding to the first business day following the execution of this Agreement, according to the terms and conditions set out in clauses 1.1.1 to 1.1.4 both included ("**Key Takeover Bid Terms**"):

1.1.1 Consideration: EUR 26.5 per share, payable in cash. The price shall be adjusted in accordance with the terms set out in the Takeover Regulations and in clause 3.1 if the Company makes any distribution of dividends, reserves or any other type of distribution to its shareholders prior to the settlement of the Takeover Bid ("**Takeover Bid Price**").

1.1.2 Addressees: 100% of the shares of the Company.

1.1.3 Conditions: The Takeover Bid will be subject to the sole following conditions:

(a) the acceptance of the Takeover Bid by a number of shares representing at least 75% plus one share of the share capital with voting rights of the Company (the "**Acceptance Condition**");

(b) the Offeror obtaining the authorisation or, as the case may be, the non-opposition from the Spanish Competition Authority (*Comisión Nacional de los Mercados y la Competencia*) ("**Antitrust Condition**");

(c) the Offeror obtaining the authorisation under Spanish Law 19/2003 to the investment in the Company by the Offeror and its shareholders or, as the case may be, the written confirmation from the Ministry of Industry, Commerce and Tourism declaring that such authorisation is not required for the Offeror and its shareholder for this specific Takeover Bid, (the "**FDI Condition**" and together with the Antitrust Condition, the "**Regulatory Approvals**"). Notwithstanding that, the FDI Condition shall be eliminated as a condition for the Takeover Bid to the extent that

the legal requirement of obtaining such prior authorisation is not legally extended and, therefore, ceases to be in force from 1 July 2021.

- 1.1.4 The Takeover Bid Announcement and the prospectus drafted in accordance with article 18 of the Takeover Regulations (the "**Prospectus**") will state the Offeror's intention to delist the shares of the Company from the Spanish Stock Exchanges as soon as possible after settlement of the Takeover Bid, including, if available, pursuant to the enforcement of squeeze-out rights or pursuant to the process set out in the second paragraph of article 82.2 of the Spanish Securities Act (Royal Legislative Decree 4/2015, of 23 October, as amended).

An agreed form draft of the Takeover Bid Announcement, which contains the Key Takeover Bid Terms, (subject to any amendments as may be required by the Spanish Securities Commission ("**CNMV**") is attached as **Schedule 1.1**.

1.2. Launching of the Takeover Bid

- 1.2.1 The Offeror irrevocably commits to carry out with the diligence of an expert investor and in a timely manner all actions that are reasonably necessary or desirable to obtain the authorization of the Takeover Bid by the CNMV in the terms foreseen in this Agreement, to ensure that the conditions of the Takeover Bid are fulfilled, and generally to handle the various procedures related to the Takeover Bid with the diligence of an expert investor, pursuant to the Takeover Regulations and any applicable rules. In particular:

- (a) Within a maximum term of one (1) month following the publication of the Takeover Bid Announcement, the Offeror will file the request for authorization of the Takeover Bid on the terms foreseen in the Takeover Bid Announcement, in accordance with article 17 of the Takeover Regulations (the "**Takeover Bid Filing**").
- (b) Within a maximum term of seven business days following the Takeover Bid Filing, the Offeror will file with the CNMV the ancillary documents required pursuant to article 20 of the Takeover Regulations or as may be requested by the CNMV in the exercise of its general powers of supervision and authorization of takeover bids.
- (c) As soon as reasonably practicable following the Takeover Bid Announcement, the Offeror will formally initiate the procedure to obtain all Regulatory Approvals.

- 1.2.2 The Offeror shall keep the Shareholder timely informed of the status of all the regulatory authorization processes in relation to the Takeover Bid (including to fulfill the conditions or to obtain the authorization from the CNMV).
- 1.2.3 Except for the Key Takeover Bid Terms, the Offeror shall be entitled, at its sole discretion, to take any decision to amend any other terms and conditions of the Takeover Bid (including, content and form of the Takeover Bid Filing and the Prospectus) to the extent it is deemed by the Offeror, acting reasonably, as necessary or advisable in order to obtain the authorisation of the Takeover Bid by the CNMV and/or to achieve a successful outcome of the Takeover Bid (such potential amendments may include, but are not limited to, removing any conditions and/or extending the acceptance period by up to 70 calendar days, in aggregate, in accordance with the Takeover Regulations). In addition, prior to formal submission of the Takeover Bid Filing, and sufficiently in advance, the Offeror shall provide the Shareholder with a close to final draft of the Prospectus, taking into consideration those reasonable comments proposed by the Shareholder sufficiently in advance.

1.3. Due diligence and good faith

The Offeror will always act in good faith and conduct itself with the diligence of an expert investor, complying with all the necessary additional requirements that the competent authorities may impose under their competences in relation to the processes of authorization of the Takeover Bid and the obtainment of all the Regulatory Approvals. Notwithstanding the above, and for the avoidance of doubt, the Offeror shall not be obliged to accept any amendments from the CNMV affecting any of the Key Takeover Bid Terms.

1.4. Prevention of money laundering

The Parties undertake to provide each other with the necessary information to demonstrate compliance with regulations regarding the prevention of money laundering.

2 OBLIGATIONS OF THE SHAREHOLDER

2.1 Disposal of the Shares

The Shareholder hereby irrevocably undertakes during the period of this

Agreement:

- 2.1.1 To tender all its shares in the Company to the Offeror in the Takeover Bid free from any charges and encumbrances.
- 2.1.2 Not to tender the Shares in any competing bid, except in the event that the Offeror withdraws the Takeover Bid in accordance with this Agreement or the CNMV does not authorize the Takeover Bid.
- 2.1.3 Not to directly or indirectly sell, assign, transfer (including without limitation by means of a merger, consolidation, amalgamation, spinoff and liquidation) or otherwise dispose of any of the shares in the Company or the voting rights inherent to them, nor create any charges, pledges, liens or encumbrances, nor grant any option or other right over or otherwise deal with any of the shares in the Company or any interest in them (including but not limited to the voting rights inherent to them) or permit any such action to occur, other than as expressly allowed under this Agreement or as determined by law.
- 2.1.4 To deliver to the Offeror a certificate of ownership (as referred to in article 19 of Royal Decree 878/2015) in respect of all the Shares as soon as practicable and at the latest by the time the Offeror files the Takeover Bid Filing.
- 2.1.5 To carry out the Investment (as this term is defined below).

2.2 Investment

- 2.2.1 The Shareholder hereby undertakes that, if the Takeover Bid has a positive outcome, it shall make a cash contribution to the Offeror in an amount equal to EUR 45,931,834 (the "**Contribution**") in accordance with the following terms:
 - (a) the Shareholder shall contribute the Contribution into the Offeror in exchange for ordinary shares of the Offeror, with identical political and economic rights to the remaining ordinary shares of the Offeror held by Veleta TopCo; and
 - (b) the contribution of the Contribution to the Offeror shall take place within seven business days following the settlement date of the Takeover Bid.

(the "**Investment**").

- 2.2.2 On the date hereof and simultaneously with the execution of this Agreement, Veleta TopCo, the Shareholder and Burgest 2007, S.L. have executed a term sheet of the shareholders' agreement relating to the Offeror, to be executed by the shareholders of the Offeror (i.e., Veleta TopCo, the Shareholder and Burgest 2007, S.L.) and the Offeror and becoming effective only following the successful outcome of the Takeover Bid and the completion of the Investment. For such purposes, Veleta TopCo, the Shareholder and Burgest 2007, S.L. will negotiate between the date hereof and the settlement date of the Takeover Bid a shareholders agreement governing the rights, obligations and relationship of the shareholders of the Offeror and indirectly, in respect of the Company on a basis consistent with the terms of the term sheet. However, if at the time the Investment is completed, the long form of the shareholders' agreement has not been executed, the provisions contained in the term-sheet will govern the relationship of Veleta TopCo, the Shareholder and Burgest 2007, S.L. as shareholders of the Offeror.
- 2.2.3 As an exception, the Shareholder shall be automatically released from the investment undertaking in clause 2.2.1 if the Offeror withdraws the Takeover Bid in accordance with this Agreement or the Takeover Bid is definitively not authorised by the CNMV.
- 2.2.4 The Offeror undertakes to carry out all necessary actions, including passing all relevant corporate resolutions to ensure that the Shareholder can contribute the Contribution.

2.3 Exercise of voting rights

- 2.3.1 The Shareholder undertakes to exercise the votes attached to the Shares regarding any resolutions subject to the approval of the General Meeting of Shareholders, for the purposes of allowing the carrying out of the Takeover Bid and any transactions related to the Takeover Bid, as well as against resolutions which (if passed) might result in any condition of the Takeover Bid not being fulfilled or which might impede or frustrate the Takeover Bid, in any way, proposed at any General Shareholders' Meeting of the Company.
- 2.3.2 The Shareholder undertakes to seek that, to the extent legally possible and subject to compliance with the fiduciary and other legal duties of the directors, the proprietary directors of the Company appointed at the

proposal of the Shareholder to vote in favor of resolutions submitted to the Board of Directors of the Company in a manner that facilitates the implementation of the Takeover Bid and any related transactions (including the issuance of a report which is favourable to the Takeover Bid pursuant to article 24 of the Takeover Regulations), as well as to vote against any resolutions submitted to the Board of Directors of the Company for approval, the adoption of which could result in a breach of any of the conditions of the Takeover Bid or which could impede or otherwise frustrate the Takeover Bid.

2.3.3 The obligation referred to in the preceding paragraphs implies the obligation to carry out the necessary actions in order to call a meeting of the governing body of the Company that must adopt such resolution, to request the inclusion of the relevant matter on the agenda and to attend, in person or duly represented, such a meeting.

2.3.4 Notwithstanding the aforementioned, it is hereby made expressly clear that the abstention of the proprietary directors appointed by the Shareholder in the deliberations and resolutions of the Company's board of directors when such an abstention is required by Law as a consequence of situations of conflict of interest, shall not be deemed as a breach of this clause.

2.4 Cooperation

The Shareholder shall collaborate with the Offeror and shall take commercially reasonable actions as may be advisable to assist the Offeror, including providing any clarification or additional information at its disposal and any other assistance reasonably required by the Offeror in order to comply with the undertakings in clause 1. The Parties expressly agree that this obligation is limited to the information of the Shareholder and shall not extend to information or documentation regarding the Company.

3 CHANGES IN THE TERMS OF THE TAKEOVER BID

3.1 Change of the Takeover Bid Price

3.1.1 The Takeover Bid Price has been determined on the basis that the Company shall not declare or pay any distribution of dividends, reserves, premium or any equivalent form of equity distribution of any kind, whether ordinary or extraordinary, to its shareholders (a "**Shareholder Distribution**") between the date hereof and the settlement date of the Takeover Bid.

Accordingly, should the Company declare or pay a Shareholder Distribution to its shareholders, the Takeover Bid Price shall be reduced by an amount equal to the gross amount per Share to be effectively paid to the shareholders as a result of such Shareholder Distribution, provided that this Shareholder Distribution is paid between the date hereof and the settlement date of the Takeover Bid.

3.1.2 The Offeror may increase the Takeover Bid Price at any point in time and on a unilateral basis, as long as it is fully paid up in cash. If the Offeror decides to increase the Takeover Bid Price, the Shareholder shall have the right to receive the new price for the totality of its shares. In addition, and according to article 32.5 of the Takeover Regulations, acquisition by the Offeror or persons acting in concert with it of shares of the Company targeted by the Takeover Bid at a price higher than the price stated in the Prospectus or any amendment thereto, will result in the automatic increase of the price offered to the highest price paid.

3.2 Waiver or reduction of the conditions of the Takeover Bid

The Offeror may, at any point in time and on a unilateral and discretionary basis, to the extent permitted by law, waive the conditions of the Takeover Bid included in clause 1.1.3.

3.3 Term of the Agreement

In any of the cases of change of the Takeover Bid established in clauses 3.1 and 3.2 above, the obligations undertaken in this Agreement shall be understood to be in force with reference to the new conditions of the Takeover Bid.

3.4 No unilateral withdrawal of the Takeover Bid

3.4.1 Other than the cases set out under paragraphs (a) and (c) of article 33.1 of the Takeover Regulations, the Offeror may not unilaterally withdraw the Takeover Bid without the written authorization of the Shareholder or in accordance with clause 6.2.

3.4.2 In particular, and notwithstanding the provisions of article 33.1.b) of the Takeover Regulations, the Parties agree that the Offeror may not

unilaterally withdraw the Takeover Bid, without the prior written consent of the Shareholder, if any of the transaction authorizations indicated in clause 1.1.3(b) were to be granted, subject to certain conditions. Accordingly, the obtaining of any such approvals, subject to conditions shall not constitute valid grounds for termination of the Agreement in accordance with clause 6.

4 NO ACTING IN CONCERT

4.1 Each of the Parties expressly acknowledges and agrees that this Agreement does not constitute any sort of partnership, syndication agreement, voting arrangement or shareholders agreement (*pacto parasocial*) and does not entail the existence of or impose any cooperation or acting in concert (*concertación*) among the Parties with respect to the Company, with its purpose not being to establish or implement any common policy as regards the strategy or management of the Company or its group.

4.2 In particular, save as expressly set out in this Agreement, (i) the Shareholder shall be free to exercise, at its entire discretion, any voting and other political rights inherent to its shares in the Company, and (ii) any directors of the Company nominated by the Shareholder shall be free to exercise their office at their entire discretion in relation to the affairs of the Company and its group.

5 REPRESENTATIONS AND WARRANTIES

5.1 The Shareholder represents, warrants and undertakes to the Offeror that:

5.1.1 The Shareholder is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder.

5.1.2 The Shareholder has obtained all corporate authorisations including, if applicable, the authorisation of its General Shareholders' Meeting pursuant to article 160.f of the Spanish Companies Act, and all other governmental, statutory, regulatory or other consents, licenses and authorizations required to enter into and perform its obligations under this Agreement.

5.1.3 The entry into and performance by the Shareholder of this Agreement will not (i) breach any provision of its articles of association or equivalent constitutional documents; or (ii) result in a breach of any laws or regulations

in its jurisdiction of incorporation; or (iii) breach any agreement or undertaking by which it is bound; or (iv) breach any order, decree or judgment of any court or any governmental or regulatory authority.

5.1.4 The Shareholder is entitled to sell and transfer the Shares under the terms and conditions provided for in this Agreement.

5.1.5 The Shareholder is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Shareholder and no events have occurred which would justify such proceedings.

5.1.6 The Shareholder is the legal and direct owner of the Shares, which are free from all liens, charges, encumbrances and other interests and third-party rights of any nature whatsoever and include all the rights attached to them, including the voting rights and the right to all dividends declared, made or paid hereafter.

5.1.7 Neither the Shareholder nor any member of its group of companies own any shares in the Company other than the Shares.

5.1.8 Neither the Shareholder nor any person acting in concert has during the twelve (12) months immediately prior to the date of this Agreement acquired any shares in the Company for a consideration exceeding the Takeover Bid Price.

5.1.9 The Shareholder is not interested in, or otherwise able to control the exercise of rights attaching to, any Shares or other securities in the Company other than the Shares.

5.1.10 All obligations under this Agreement are valid and binding for the Shareholder.

5.2 The Offeror represents, warrants and undertakes to the Shareholder that:

5.2.1 The Offeror is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to enter into this Agreement and any

agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder.

- 5.2.2 The Offeror has obtained all corporate authorisations including, if applicable, the authorisation of its General Shareholders' Meeting pursuant to article 160.f of the Spanish Companies Act, and all other governmental, statutory, regulatory or other consents, licenses and authorisations required to enter into and perform its obligations under this Agreement.
- 5.2.3 The entry into and performance by the Offeror of this Agreement will not (i) breach any provision of its articles of association or equivalent constitutional documents; or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation; or (iii) breach any agreement or undertaking by which it is bound; or (iv) breach any order, decree or judgment of any court or any governmental or regulatory authority.
- 5.2.4 The Offeror is entitled to purchase and acquire the Shares under the terms and conditions provided for in this Agreement.
- 5.2.5 The Offeror is neither insolvent or bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Offeror and no events have occurred which would justify such proceedings.
- 5.2.6 Neither the Offeror nor any of its affiliates is subject to any order, judgment, direction, investigation or other proceedings by any governmental entity which will, or are likely to, prevent or delay the fulfilment of any condition of the Takeover Bid.
- 5.2.7 The Offeror will have, in accordance with the terms and conditions set out in the Takeover Regulations, binding funding commitments which provide the necessary cash resources to settle the Takeover Bid and obtain the bank guarantee referred to in article 15.2 of the Takeover Regulations, covering the offer price for 100% of the shares of the Company.
- 5.2.8 All obligations under this Agreement are valid and binding for the Offeror.

6 TERM AND TERMINATION

6.1 This Agreement becomes effective on the date hereof and will be in full force and effect until the earlier of:

6.1.1 the date on which the Takeover Bid is settled; or

6.1.2 alternatively, the date on which:

(a) the Offeror withdraws the Takeover Bid in accordance with this Agreement; or

(b) the Takeover Bid is definitively not authorized by the CNMV.

6.2 In the event that the Offeror unilaterally withdraws the Takeover Bid for reasons other than those under paragraphs (a) and (c) of Article 33.1 of the Takeover Regulations or the Takeover Bid is not otherwise settled (other than because the CNMV has not authorized the Takeover Bid), this Agreement will be terminated but the Shareholder will be entitled to obtain from the Offeror the payment of a compensation amount equivalent to EUR 3,934,202.4.

6.3 The provisions of clauses 8.1, 9, 10, and 11 shall survive the termination or expiration of this Agreement.

7 BREACH

7.1 In the event of a material breach by the other Party of any of its material undertakings under this Agreement, the non-breaching Party shall be entitled to obtain from the breaching Party: (a) the specific performance of the breached undertaking, jointly with the payment of a penalty amounting to EUR 3,934,202.4 (the "**Penalty**") or (b) the termination of the Agreement, jointly with the payment of the Penalty. The Penalty shall be deemed liquidated damages in substitution for the damages caused. For the avoidance of doubt, no specific performance or payment of this Penalty may be claimed by the Shareholder from the Offeror in the event that the Agreement is terminated by the Offeror in accordance with clause 6.2 (without prejudice to the compensation set out in such clause 6.2) and such termination under clause 6.2 may not be considered by the Shareholder as a breach by the Offeror of any of its material undertakings under this Agreement.

Upon the launching by the Offeror of the Takeover Bid, the acceptance of

the Takeover Bid by the Shareholder (in the terms agreed herein) is a key element for the success of the Takeover Bid and therefore such undertaking is qualified as an essential performance obligation by the Shareholder under this Agreement.

- 7.2** Nothing in this Agreement shall be read or construed as excluding any liability or remedy in respect of wilful misconduct or fraud (*dolo*) or gross negligence (*negligencia grave*).

8 CONFIDENTIALITY

8.1 Confidential Information

8.1.1 The terms and conditions set forth in this Agreement, its existence, the identity of the Parties, the conversations held by them, the terms of the Takeover Bid and any information delivered by one Party to any other Party in connection with this Agreement or the Takeover Bid that is either identified by the disclosing Party as being confidential or that would be understood by the Parties, exercising reasonable business judgment, to be confidential shall qualify as "**Confidential Information**" for the purposes of this Agreement. The Parties undertake not to disclose the Confidential Information other than pursuant to clause 8.1.2 and 8.2.

8.1.2 The foregoing obligation of confidentiality shall not apply to, nor restrict the use of data or Confidential Information which:

- (a) must be disclosed in the Takeover Bid Announcement, the Prospectus of the Takeover Bid or any other document related to the Takeover Bid, or which must be submitted to the CNMV or may be requested by the latter in the context of the process to authorize the Takeover Bid; or
- (b) is required to be disclosed under Law, the rules applicable to any Party or any stock exchange on which the shares of any Party or any of its affiliates are listed, or as a result of a court order or a request by a competent authority, provided that insofar as possible and permitted by law, the recipient gives the disclosing party prior written notice of such disclosure so that, when applicable, the disclosing party may, at its own expense, intervene in the proceedings to protect the confidential nature of the Confidential Information; or

- (c) is reasonably required (i) to vest the full benefit of this Agreement in either Party, or (ii) for the purpose of any judicial or arbitral proceedings arising out of this Agreement or any documents to be entered into pursuant to it.

8.2 Announcements

Neither Party shall make any formal press release or other public announcement in connection with this Agreement except:

- 8.2.1 the Takeover Bid Announcement and any other announcement that must be made in connection with the Takeover Bid; or
- 8.2.2 any press release to be made by either of the Parties after consultation with the other Party.

9 MISCELLANEOUS

9.1 Notices

9.1.1 Any notices and communications that may or must be made by and between the Parties in relation to this Agreement shall be served in writing by any means that evidences their content and receipt by way of express confirmation of their correct receipt including by way of email. Notices shall be deemed made on the date they are received.

9.1.2 The Parties stipulate the following addresses for notification purposes:

(a) The Shareholder:

- (i) Att: Mr. José Galíndez Zubiría
- (ii) Address: Calle Los Tilos 2, 3º izq., C.P. 48992, Getxo (Bizkaia)
- (iii) Email: jgalindez@beraunberri.es

With a copy to CUATRECASAS:

- (i) Att: Juan Aguayo
- (ii) Address: Almagro 9, 28010 Madrid
- (iii) Email: juan.aguayo@cuatrecasas.com

(a) The Offeror:

- (i) Att: Board of Managers
- (ii) Address: 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg
- (iii) Email: eqtinfrastructure@eqtfunds.com

With a copy to Clifford Chance:

- (i) Att: Javier Amantegui
- (ii) Address: Paseo de la Castellana 110, 28046 Madrid
- (iii) Email: javier.amantegui@cliffordchance.com

(b) Veleta TopCo:

- (i) Att: Board of Managers
- (ii) Address: 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg
- (iii) Email: eqtinfrastructure@eqtfunds.com

With a copy to Clifford Chance:

- (i) Att: Javier Amantegui
- (ii) Address: Paseo de la Castellana 110, 28046 Madrid
- (iii) Email: javier.amantegui@cliffordchance.com

9.1.3 Only notices sent to the above addresses in the manner indicated above shall be deemed received. Notices sent to the new address of any Party shall only be effective if the recipient has notified the other Party in advance of a change of address in the manner stipulated in this clause.

9.2 Assignment

9.2.1 Neither Party may assign, transfer, charge or deal in any way with the benefit of, or any of their rights under or interest in, this Agreement, without the prior written consent of the other Parties. As an exception, the Offeror will be entitled to assign its rights and obligations under this Agreement to any direct or indirect jointly wholly-owned subsidiary of EQT Infrastructure V Collect EUR SCSp and/or EQT Infrastructure V Collect USD SCSp without the prior consent of the Shareholder, as long as the beneficiary is the company that announces the Takeover Bid.

9.2.2 This Agreement shall be binding on and endure for the successors in title of the Parties and references to the Parties shall be construed accordingly.

9.3 Amendments and waivers

- 9.3.1 Any amendment or variation of this Agreement must be in writing and signed by or on behalf of the Parties.
- 9.3.2 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to which the waiver is addressed and the circumstances for which it is given. This shall equally apply to any waiver of the provisions of the preceding sentence.
- 9.3.3 The failure or delay by a Party in exercising any right or remedy under or in connection with this Agreement will not constitute a waiver of such right or remedy.
- 9.3.4 No waiver of any term or provision of this Agreement or of any right or remedy arising out of or in connection with this Agreement shall constitute a continuing waiver or a waiver of any term, provision, right or remedy relating to a subsequent breach of such term, provision or of any other right or remedy under this Agreement.

9.4 Information on personal data processing

- 9.4.1 In compliance with the General Data Protection Regulation, each Party informs the individuals acting on behalf of other Parties, or on their own behalf, or in whichever way is specified in the Agreement, that acting independently as data controller, each Party will process their personal data indicated in the Agreement. The purpose of the processing is the exercising of the rights and the fulfillment of the obligations arising from this Agreement. Processing is strictly necessary for this purpose. The Parties will not make automated decisions that could affect the data subjects. The data will be stored for the term of the Agreement and for the time required to comply with the applicable legal or contractual obligations related to the Agreement and to exercise and defend the Parties' rights. The legal basis for processing is the performance of the Agreement and the legitimate interest in maintaining business and professional relationships between the Parties. The data will be processed only by the relevant Party and, if applicable, by: (i) other parties that the Parties are legally obliged to notify; (ii) service providers that have been assigned any service connected to the management or performance of the Agreement; (iii) other companies of their corporate group, if required to fulfill the purpose of the processing.
- 9.4.2 The data subjects can request access to and rectification or erasure of their personal data, request that processing be restricted, request data portability, or object to its processing, by writing to the relevant Party at

the address specified in the header. They can also file a complaint with the corresponding data protection authority.

9.5 Costs and Taxes

Each Party shall be responsible for the taxes and shall bear all costs incurred by it in connection with the preparation, negotiation, entry and implementation of this Agreement.

10 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Spanish common law (*derecho español común*).

11 JURISDICTION

All disputes arising out of or in connection with this Agreement or relating to it (including a dispute regarding the existence, validity or termination of this Agreement or relating to any non-contractual obligations arising out of or in connection with this Agreement), will be finally settled in the Courts and Tribunals of the City of Madrid. The Parties hereby expressly waive any other forum.

IN WITNESS WHEREOF, the Parties sign two (2) copies of this Agreement as one single agreement, in the place and on the date indicated in the heading.

Veleta BidCo S.à r.l.

Represented by its manager (*gérant*) **EQT RA Management S.à r.l.**

Itself represented by:

By: Vilune Mackeviciute
Title: Class A Manager

By: Michail Tziaras
Title: Class B Manager

Veleta TopCo S.à r.l.

Represented by its manager (*gérant*) **EQT RA Management S.à r.l.**

Itself represented by:

By: Vilune Mackeviciute
Title: Class A Manager

By: Michail Tziaras
Title: Class B Manager

The Shareholder

Beraunberri, S.L., duly represented
by Mr. José Galíndez Zubiría

Schedule 1.1– Takeover Bid Announcement

THIS IRREVOCABLE UNDERTAKING AGREEMENT (the "**Agreement**") is entered into in Madrid, on June 15, 2021.

BETWEEN

Burgest 2007, S.L., a company duly incorporated and existing under the laws of Spain, with registered office at Calle Los Tilos 2, 4º izq., C.P. 48992, Getxo (Bizkaia), and Tax ID number B-95483061 (the "**Shareholder**"). The Shareholder is duly represented for the purposes of this Agreement by Mr. Pablo Burgos Galíndez, who acts in his capacity as attorney-in-law, by virtue of the power of attorney granted before the Notary of Bilbao, Mr. Nicolás Almarza Ayarza on July 30, 2020, with number 1,242 of his official records;

Veleta BidCo S.à r.l., a private limited liability (*société à responsabilité limitée*) company duly incorporated and existing under the laws of Luxembourg, with registered office at 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B252655 (the "**Offeror**"). The Offeror is duly represented for the purposes of this Agreement by EQT RA Management S.à r.l., who acts in its capacity as sole manager, represented, in turn, by its managers Ms Vilune Mackeviciute and Mr Michail Tziaras;

Veleta TopCo S.à r.l., a private limited liability (*société à responsabilité limitée*) company duly incorporated and existing under the laws of Luxembourg, with registered office at 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B252712 (the "**Veleta TopCo**"), who executes this Agreement for the purposes of clause 2.2.2. Veleta TopCo is duly represented for the purposes of this Agreement by EQT RA Management S.à r.l., who acts in its capacity as sole manager, represented, in turn, by its managers Ms Vilune Mackeviciute and Mr Michail Tziaras; and

Mr. Pablo Burgos Galíndez, of legal age, with professional address for the purposes of this Agreement at Calle Los Tilos 2, 4º izq., C.P. 48992, with Spanish Identity Card number 16048979-Q in force, who executes this Agreement for the purposes of clause 2.5 below.

For the purposes of this Agreement, the Shareholder and the Offeror shall be

collectively referred to as the "**Parties**" and, individually, as a "**Party**".

WHEREAS

- (A) Solarpack Corporación Tecnológica, S.A. is a public limited company incorporated and existing under the laws of Spain, with its entire share capital being listed on the Spanish Stock Exchanges and traded through the Automated Quotation System, having its registered office at Avenida de Algorta 16, 3º, Getxo (Bizkaia), registered with the Commercial Registry of Bizkaia under sheet BI-42377 and with Spanish Tax Identification Number A-95363859 (the "**Company**").
- (B) As of the date hereof, the Shareholder is the holder of 2,640,852 shares in the Company free from any lien and encumbrances and third-party rights, representing 7.942% of the total share capital of the Company (the "**Shares**"). For purposes of this Agreement, Shares shall be deemed to include not only the 2,640,852 Shares in the Company that the Shareholder currently owns but shall also comprise any additional shares in the Company that the Shareholder (or any entity within its group or any company or person directly or indirectly controlled or managed by the Shareholder) may hold at any time prior to the expiration of the Takeover Bid's acceptance period, as applicable, including any shares or other instruments which the Shareholder may acquire as a consequence of its ownership of the Shares (including, but not limited to, any shares received by the Shareholder as the result of a share split, share exchange, rights issue, distribution of bonus shares, or otherwise).
- (C) The Offeror has the intention to launch a voluntary takeover bid addressed to the entire share capital of the Company (the "**Takeover Bid**"), having the Parties agreed to execute certain irrevocable and unconditional undertakings in relation to the Takeover Bid, including the undertaking of the Shareholder to commit to tender the Shares to the Offeror in the Takeover Bid, subject to the terms and conditions of this Agreement.
- (D) On the date hereof, and simultaneously with the execution of this Agreement (*en unidad de acto*), the Offeror has entered into two additional irrevocable undertaking agreements, respectively, with Beraunberri, S.L. and Landa LLC (the "**Other Selling Shareholders**"), pursuant to which the Other Selling Shareholders have committed to tender all their shares to the Offeror in the Takeover Bid, subject to terms and conditions substantially identical to those set forth in this Agreement.

- (E) The Parties agree to enter into this Agreement, which shall be governed by the following:

CLAUSES

1. OBLIGATIONS OF THE OFFEROR

1.1. Announcement of the Takeover Bid

The Offeror hereby irrevocably agrees to publish the corresponding public announcement in relation to the Takeover Bid (the "**Takeover Bid Announcement**") pursuant to article 16 of the Royal Decree 1066/2007, of 27 July, on the regime governing takeover bids (the "**Takeover Regulations**"), prior to the commencement of the Spanish Stock Exchange session corresponding to the first business day following the execution of this Agreement, according to the terms and conditions set out in clauses 1.1.1 to 1.1.4 both included ("**Key Takeover Bid Terms**"):

- 1.1.1 Consideration: EUR 26.5 per share, payable in cash. The price shall be adjusted in accordance with the terms set out in the Takeover Regulations and in clause 3.1 if the Company makes any distribution of dividends, reserves or any other type of distribution to its shareholders prior to the settlement of the Takeover Bid ("**Takeover Bid Price**").
- 1.1.2 Addressees: 100% of the shares of the Company.
- 1.1.3 Conditions: The Takeover Bid will be subject to the sole following conditions:
- (a) the acceptance of the Takeover Bid by a number of shares representing at least 75% plus one share of the share capital with voting rights of the Company (the "**Acceptance Condition**");
 - (b) the Offeror obtaining the authorisation or, as the case may be, the non-opposition from the Spanish Competition Authority (*Comisión Nacional de los Mercados y la Competencia*) ("**Antitrust Condition**");
 - (c) the Offeror obtaining the authorisation under Spanish Law 19/2003 to the investment in the Company by the Offeror and its shareholders or, as the case may be, the written confirmation from the Ministry of Industry, Commerce and Tourism declaring that such authorisation is not required for the Offeror and its shareholder for this specific Takeover

Bid, (the "**FDI Condition**" and together with the Antitrust Condition, the "**Regulatory Approvals**"). Notwithstanding that, the FDI Condition shall be eliminated as a condition for the Takeover Bid to the extent that the legal requirement of obtaining such prior authorisation is not legally extended and, therefore, ceases to be in force from 1 July 2021.

- 1.1.4 The Takeover Bid Announcement and the prospectus drafted in accordance with article 18 of the Takeover Regulations (the "**Prospectus**") will state the Offeror's intention to delist the shares of the Company from the Spanish Stock Exchanges as soon as possible after settlement of the Takeover Bid, including, if available, pursuant to the enforcement of squeeze-out rights or pursuant to the process set out in the second paragraph of article 82.2 of the Spanish Securities Act (Royal Legislative Decree 4/2015, of 23 October, as amended).

An agreed form draft of the Takeover Bid Announcement, which contains the Key Takeover Bid Terms, (subject to any amendments as may be required by the Spanish Securities Commission ("**CNMV**") is attached as **Schedule 1.1**.

1.2. Launching of the Takeover Bid

- 1.2.1 The Offeror irrevocably commits to carry out with the diligence of an expert investor and in a timely manner all actions that are reasonably necessary or desirable to obtain the authorization of the Takeover Bid by the CNMV in the terms foreseen in this Agreement, to ensure that the conditions of the Takeover Bid are fulfilled, and generally to handle the various procedures related to the Takeover Bid with the diligence of an expert investor, pursuant to the Takeover Regulations and any applicable rules. In particular:

- (a) Within a maximum term of one (1) month following the publication of the Takeover Bid Announcement, the Offeror will file the request for authorization of the Takeover Bid on the terms foreseen in the Takeover Bid Announcement, in accordance with article 17 of the Takeover Regulations (the "**Takeover Bid Filing**").
- (b) Within a maximum term of seven business days following the Takeover Bid Filing, the Offeror will file with the CNMV the ancillary documents required pursuant to article 20 of the Takeover Regulations or as may be requested by the CNMV in the exercise of its general powers of supervision and authorization of takeover bids.

- (c) As soon as reasonably practicable following the Takeover Bid Announcement, the Offeror will formally initiate the procedure to obtain all Regulatory Approvals.
- 1.2.2 The Offeror shall keep the Shareholder timely informed of the status of all the regulatory authorization processes in relation to the Takeover Bid (including to fulfill the conditions or to obtain the authorization from the CNMV).
- 1.2.3 Except for the Key Takeover Bid Terms, the Offeror shall be entitled, at its sole discretion, to take any decision to amend any other terms and conditions of the Takeover Bid (including, content and form of the Takeover Bid Filing and the Prospectus) to the extent it is deemed by the Offeror, acting reasonably, as necessary or advisable in order to obtain the authorisation of the Takeover Bid by the CNMV and/or to achieve a successful outcome of the Takeover Bid (such potential amendments may include, but are not limited to, removing any conditions and/or extending the acceptance period by up to 70 calendar days, in aggregate, in accordance with the Takeover Regulations). In addition, prior to formal submission of the Takeover Bid Filing, and sufficiently in advance, the Offeror shall provide the Shareholder with a close to final draft of the Prospectus, taking into consideration those reasonable comments proposed by the Shareholder sufficiently in advance.

1.3. Due diligence and good faith

The Offeror will always act in good faith and conduct itself with the diligence of an expert investor, complying with all the necessary additional requirements that the competent authorities may impose under their competences in relation to the processes of authorization of the Takeover Bid and the obtainment of all the Regulatory Approvals. Notwithstanding the above, and for the avoidance of doubt, the Offeror shall not be obliged to accept any amendments from the CNMV affecting any of the Key Takeover Bid Terms.

1.4. Prevention of money laundering

The Parties undertake to provide each other with the necessary information to demonstrate compliance with regulations regarding the prevention of money laundering.

2 OBLIGATIONS OF THE SHAREHOLDER

2.1 Disposal of the Shares

The Shareholder hereby irrevocably undertakes during the period of this Agreement:

- 2.1.1 To tender all its shares in the Company to the Offeror in the Takeover Bid free from any charges and encumbrances.
- 2.1.2 Not to tender the Shares in any competing bid, except in the event that the Offeror withdraws the Takeover Bid in accordance with this Agreement or the CNMV does not authorize the Takeover Bid.
- 2.1.3 Not to directly or indirectly sell, assign, transfer (including without limitation by means of a merger, consolidation, amalgamation, spinoff and liquidation) or otherwise dispose of any of the shares in the Company or the voting rights inherent to them, nor create any charges, pledges, liens or encumbrances, nor grant any option or other right over or otherwise deal with any of the shares in the Company or any interest in them (including but not limited to the voting rights inherent to them) or permit any such action to occur, other than as expressly allowed under this Agreement or as determined by law.
- 2.1.4 To deliver to the Offeror a certificate of ownership (as referred to in article 19 of Royal Decree 878/2015) in respect of all the Shares as soon as practicable and at the latest by the time the Offeror files the Takeover Bid Filing.
- 2.1.5 To carry out the Investment (as this term is defined below).

2.2 Investment

- 2.2.1 The Shareholder hereby undertakes that, if the Takeover Bid has a positive outcome, it shall make a cash contribution to the Offeror in an amount equal to EUR 26,593,380 (the "**Contribution**") in accordance with the following terms:
 - (a) the Shareholder shall contribute the Contribution into the Offeror in exchange for ordinary shares of the Offeror, with identical political and economic rights to the remaining ordinary shares of the Offeror held by Veleta TopCo; and

- (b) the contribution of the Contribution to the Offeror shall take place within seven business days following the settlement date of the Takeover Bid.

(the "**Investment**").

2.2.2 On the date hereof and simultaneously with the execution of this Agreement, Veleta TopCo, the Shareholder and Beraunberri, S.L. have executed a term sheet of the shareholders' agreement relating to the Offeror, to be executed by the shareholders of the Offeror (i.e., Veleta TopCo, the Shareholder and Beraunberri, S.L.) and the Offeror and becoming effective only following the successful outcome of the Takeover Bid and the completion of the Investment. For such purposes, Veleta TopCo, the Shareholder and Beraunberri, S.L. will negotiate between the date hereof and the settlement date of the Takeover Bid a shareholders agreement governing the rights, obligations and relationship of the shareholders of the Offeror and indirectly, in respect of the Company on a basis consistent with the terms of the term sheet. However, if at the time the Investment is completed, the long form of the shareholders' agreement has not been executed, the provisions contained in the term-sheet will govern the relationship of Veleta TopCo, the Shareholder and Beraunberri, S.L. as shareholders of the Offeror.

2.2.3 As an exception, the Shareholder shall be automatically released from the investment undertaking in clause 2.2.1 if the Offeror withdraws the Takeover Bid in accordance with this Agreement or the Takeover Bid is definitively not authorised by the CNMV.

2.2.4 The Offeror undertakes to carry out all necessary actions, including passing all relevant corporate resolutions to ensure that the Shareholder can contribute the Contribution.

2.3 Exercise of voting rights

2.3.1 The Shareholder undertakes to exercise the votes attached to the Shares regarding any resolutions subject to the approval of the General Meeting of Shareholders, for the purposes of allowing the carrying out of the Takeover Bid and any transactions related to the Takeover Bid, as well as against resolutions which (if passed) might result in any condition of the Takeover Bid not being fulfilled or which might impede or frustrate the Takeover Bid, in any way, proposed at any General Shareholders' Meeting of the Company.

2.3.2 The Shareholder undertakes to seek that, to the extent legally possible and subject to compliance with the fiduciary and other legal duties of the directors, the proprietary directors of the Company appointed at the proposal of the Shareholder to vote in favor of resolutions submitted to the Board of Directors of the Company in a manner that facilitates the implementation of the Takeover Bid and any related transactions (including the issuance of a report which is favourable to the Takeover Bid pursuant to article 24 of the Takeover Regulations), as well as to vote against any resolutions submitted to the Board of Directors of the Company for approval, the adoption of which could result in a breach of any of the conditions of the Takeover Bid or which could impede or otherwise frustrate the Takeover Bid.

2.3.3 The obligation referred to in the preceding paragraphs implies the obligation to carry out the necessary actions in order to call a meeting of the governing body of the Company that must adopt such resolution, to request the inclusion of the relevant matter on the agenda and to attend, in person or duly represented, such a meeting.

2.3.4 Notwithstanding the aforementioned, it is hereby made expressly clear that the abstention of the proprietary directors appointed by the Shareholder in the deliberations and resolutions of the Company's board of directors when such an abstention is required by Law as a consequence of situations of conflict of interest, shall not be deemed as a breach of this clause.

2.4 Cooperation

The Shareholder shall collaborate with the Offeror and shall take commercially reasonable actions as may be advisable to assist the Offeror, including providing any clarification or additional information at its disposal and any other assistance reasonably required by the Offeror in order to comply with the undertakings in clause 1. The Parties expressly agree that this obligation is limited to the information of the Shareholder and shall not extend to information or documentation regarding the Company.

2.5 Undertaking of Mr. Pablo Burgos Galíndez

Mr Pablo Burgos Galíndez hereby acknowledges his willingness to remain as managing director of the Company after the settlement of the Takeover Bid and the completion of the Investment.

3 CHANGES IN THE TERMS OF THE TAKEOVER BID

3.1 Change of the Takeover Bid Price

3.1.1 The Takeover Bid Price has been determined on the basis that the Company shall not declare or pay any distribution of dividends, reserves, premium or any equivalent form of equity distribution of any kind, whether ordinary or extraordinary, to its shareholders (a "**Shareholder Distribution**") between the date hereof and the settlement date of the Takeover Bid. Accordingly, should the Company declare or pay a Shareholder Distribution to its shareholders, the Takeover Bid Price shall be reduced by an amount equal to the gross amount per Share to be effectively paid to the shareholders as a result of such Shareholder Distribution, provided that this Shareholder Distribution is paid between the date hereof and the settlement date of the Takeover Bid.

3.1.2 The Offeror may increase the Takeover Bid Price at any point in time and on a unilateral basis, as long as it is fully paid up in cash. If the Offeror decides to increase the Takeover Bid Price, the Shareholder shall have the right to receive the new price for the totality of its shares. In addition, and according to article 32.5 of the Takeover Regulations, acquisition by the Offeror or persons acting in concert with it of shares of the Company targeted by the Takeover Bid at a price higher than the price stated in the Prospectus or any amendment thereto, will result in the automatic increase of the price offered to the highest price paid.

3.2 Waiver or reduction of the conditions of the Takeover Bid

The Offeror may, at any point in time and on a unilateral and discretionary basis, to the extent permitted by law, waive the conditions of the Takeover Bid included in clause 1.1.3.

3.3 Term of the Agreement

In any of the cases of change of the Takeover Bid established in clauses 3.1 and 3.2 above, the obligations undertaken in this Agreement shall be understood to be in force with reference to the new conditions of the Takeover Bid.

3.4 No unilateral withdrawal of the Takeover Bid

- 3.4.1 Other than the cases set out under paragraphs (a) and (c) of article 33.1 of the Takeover Regulations, the Offeror may not unilaterally withdraw the Takeover Bid without the written authorization of the Shareholder or in accordance with clause 6.2.
- 3.4.2 In particular, and notwithstanding the provisions of article 33.1.b) of the Takeover Regulations, the Parties agree that the Offeror may not unilaterally withdraw the Takeover Bid, without the prior written consent of the Shareholder, if any of the transaction authorizations indicated in clause 1.1.3(b) were to be granted, subject to certain conditions. Accordingly, the obtaining of any such approvals, subject to conditions shall not constitute valid grounds for termination of the Agreement in accordance with clause 6.

4 NO ACTING IN CONCERT

- 4.1 Each of the Parties expressly acknowledges and agrees that this Agreement does not constitute any sort of partnership, syndication agreement, voting arrangement or shareholders agreement (*pacto parasocial*) and does not entail the existence of or impose any cooperation or acting in concert (*concertación*) among the Parties with respect to the Company, with its purpose not being to establish or implement any common policy as regards the strategy or management of the Company or its group.
- 4.2 In particular, save as expressly set out in this Agreement, (i) the Shareholder shall be free to exercise, at its entire discretion, any voting and other political rights inherent to its shares in the Company, and (ii) any directors of the Company nominated by the Shareholder shall be free to exercise their office at their entire discretion in relation to the affairs of the Company and its group.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 The Shareholder represents, warrants and undertakes to the Offeror that:
- 5.1.1 The Shareholder is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder.

- 5.1.2 The Shareholder has obtained all corporate authorisations including, if applicable, the authorisation of its General Shareholders' Meeting pursuant to article 160.f of the Spanish Companies Act, and all other governmental, statutory, regulatory or other consents, licenses and authorizations required to enter into and perform its obligations under this Agreement.
- 5.1.3 The entry into and performance by the Shareholder of this Agreement will not (i) breach any provision of its articles of association or equivalent constitutional documents; or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation; or (iii) breach any agreement or undertaking by which it is bound; or (iv) breach any order, decree or judgment of any court or any governmental or regulatory authority.
- 5.1.4 The Shareholder is entitled to sell and transfer the Shares under the terms and conditions provided for in this Agreement.
- 5.1.5 The Shareholder is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Shareholder and no events have occurred which would justify such proceedings.
- 5.1.6 The Shareholder is the legal and direct owner of the Shares, which are free from all liens, charges, encumbrances and other interests and third-party rights of any nature whatsoever and include all the rights attached to them, including the voting rights and the right to all dividends declared, made or paid hereafter.
- 5.1.7 Neither the Shareholder nor any member of its group of companies own any shares in the Company other than the Shares.
- 5.1.8 Neither the Shareholder nor any person acting in concert has during the twelve (12) months immediately prior to the date of this Agreement acquired any shares in the Company for a consideration exceeding the Takeover Bid Price.
- 5.1.9 The Shareholder is not interested in, or otherwise able to control the exercise of rights attaching to, any Shares or other securities in the

Company other than the Shares.

5.1.10 All obligations under this Agreement are valid and binding for the Shareholder.

5.2 The Offeror represents, warrants and undertakes to the Shareholder that:

5.2.1 The Offeror is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder.

5.2.2 The Offeror has obtained all corporate authorisations including, if applicable, the authorisation of its General Shareholders' Meeting pursuant to article 160.f of the Spanish Companies Act, and all other governmental, statutory, regulatory or other consents, licenses and authorisations required to enter into and perform its obligations under this Agreement.

5.2.3 The entry into and performance by the Offeror of this Agreement will not (i) breach any provision of its articles of association or equivalent constitutional documents; or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation; or (iii) breach any agreement or undertaking by which it is bound; or (iv) breach any order, decree or judgment of any court or any governmental or regulatory authority.

5.2.4 The Offeror is entitled to purchase and acquire the Shares under the terms and conditions provided for in this Agreement.

5.2.5 The Offeror is neither insolvent or bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Offeror and no events have occurred which would justify such proceedings.

5.2.6 Neither the Offeror nor any of its affiliates is subject to any order, judgment, direction, investigation or other proceedings by any governmental entity which will, or are likely to, prevent or delay the fulfilment of any condition of the Takeover Bid.

5.2.7 The Offeror will have, in accordance with the terms and conditions set out in the Takeover Regulations, binding funding commitments which provide the necessary cash resources to settle the Takeover Bid and obtain the bank guarantee referred to in article 15.2 of the Takeover Regulations, covering the offer price for 100% of the shares of the Company.

5.2.8 All obligations under this Agreement are valid and binding for the Offeror.

6 TERM AND TERMINATION

6.1 This Agreement becomes effective on the date hereof and will be in full force and effect until the earlier of:

6.1.1 the date on which the Takeover Bid is settled; or

6.1.2 alternatively, the date on which:

(a) the Offeror withdraws the Takeover Bid in accordance with this Agreement; or

(b) the Takeover Bid is definitively not authorized by the CNMV.

6.2 In the event that the Offeror unilaterally withdraws the Takeover Bid for reasons other than those under paragraphs (a) and (c) of Article 33.1 of the Takeover Regulations or the Takeover Bid is not otherwise settled (other than because the CNMV has not authorized the Takeover Bid), this Agreement will be terminated but the Shareholder will be entitled to obtain from the Offeror the payment of a compensation amount equivalent to EUR 779,248.92.

6.3 The provisions of clauses 8.1, 9, 10, and 11 shall survive the termination or expiration of this Agreement.

7 BREACH

7.1 In the event of a material breach by the other Party of any of its material undertakings under this Agreement, the non-breaching Party shall be entitled to obtain from the breaching Party: (a) the specific performance of the breached undertaking, jointly with the payment of a penalty amounting to EUR 779,248.92 (the "**Penalty**") or (b) the termination of the Agreement, jointly with the payment of the Penalty. The Penalty shall be deemed liquidated damages in substitution for the damages caused. For

the avoidance of doubt, no specific performance or payment of this Penalty may be claimed by the Shareholder from the Offeror in the event that the Agreement is terminated by the Offeror in accordance with clause 6.2 (without prejudice to the compensation set out in such clause 6.2) and such termination under clause 6.2 may not be considered by the Shareholder as a breach by the Offeror of any of its material undertakings under this Agreement.

Upon the launching by the Offeror of the Takeover Bid, the acceptance of the Takeover Bid by the Shareholder (in the terms agreed herein) is a key element for the success of the Takeover Bid and therefore such undertaking is qualified as an essential performance obligation by the Shareholder under this Agreement.

- 7.2** Nothing in this Agreement shall be read or construed as excluding any liability or remedy in respect of wilful misconduct or fraud (*dolo*) or gross negligence (*negligencia grave*).

8 CONFIDENTIALITY

8.1 Confidential Information

8.1.1 The terms and conditions set forth in this Agreement, its existence, the identity of the Parties, the conversations held by them, the terms of the Takeover Bid and any information delivered by one Party to any other Party in connection with this Agreement or the Takeover Bid that is either identified by the disclosing Party as being confidential or that would be understood by the Parties, exercising reasonable business judgment, to be confidential shall qualify as "**Confidential Information**" for the purposes of this Agreement. The Parties undertake not to disclose the Confidential Information other than pursuant to clause 8.1.2 and 8.2.

8.1.2 The foregoing obligation of confidentiality shall not apply to, nor restrict the use of data or Confidential Information which:

- (a) must be disclosed in the Takeover Bid Announcement, the Prospectus of the Takeover Bid or any other document related to the Takeover Bid, or which must be submitted to the CNMV or may be requested by the latter in the context of the process to authorize the Takeover Bid; or

- (b) is required to be disclosed under Law, the rules applicable to any Party or any stock exchange on which the shares of any Party or any of its affiliates are listed, or as a result of a court order or a request by a competent authority, provided that insofar as possible and permitted by law, the recipient gives the disclosing party prior written notice of such disclosure so that, when applicable, the disclosing party may, at its own expense, intervene in the proceedings to protect the confidential nature of the Confidential Information; or
- (c) is reasonably required (i) to vest the full benefit of this Agreement in either Party, or (ii) for the purpose of any judicial or arbitral proceedings arising out of this Agreement or any documents to be entered into pursuant to it.

8.2 Announcements

Neither Party shall make any formal press release or other public announcement in connection with this Agreement except:

- 8.2.1 the Takeover Bid Announcement and any other announcement that must be made in connection with the Takeover Bid; or
- 8.2.2 any press release to be made by either of the Parties after consultation with the other Party.

9 MISCELLANEOUS

9.1 Notices

9.1.1 Any notices and communications that may or must be made by and between the Parties in relation to this Agreement shall be served in writing by any means that evidences their content and receipt by way of express confirmation of their correct receipt including by way of email. Notices shall be deemed made on the date they are received.

9.1.2 The Parties stipulate the following addresses for notification purposes:

(a) The Shareholder:

- (i) Att: Mr. Pablo Burgos Galíndez
- (ii) Address: Calle Los Tilos 2, 3º izq. C.P. 48992, Getxo (Bizkaia)
- (iii) Email: pburgalin@gmail.com

With a copy to CUATRECASAS:

- (i) Att: Juan Aguayo
- (ii) Address: Almagro 9, 28010 Madrid
- (iii) Email: juan.aguayo@cuatrecasas.com

(b) The Offeror:

- (i) Att: Board of Managers
- (ii) Address: 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg
- (iii) Email: eqtinfrastructure@eqtfunds.com

With a copy to Clifford Chance:

- (i) Att: Javier Amantegui
- (ii) Address: Paseo de la Castellana 110, 28046 Madrid
- (iii) Email: javier.amantegui@cliffordchance.com

(c) Veleta TopCo:

- (i) Att: Board of Managers
- (ii) Address: 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg
- (iii) Email: eqtinfrastructure@eqtfunds.com

With a copy to Clifford Chance:

- (i) Att: Javier Amantegui
- (ii) Address: Paseo de la Castellana 110, 28046 Madrid
- (iii) Email: javier.amantegui@cliffordchance.com

9.1.3 Only notices sent to the above addresses in the manner indicated above shall be deemed received. Notices sent to the new address of any Party shall only be effective if the recipient has notified the other Party in advance of a change of address in the manner stipulated in this clause.

9.2 Assignment

9.2.1 Neither Party may assign, transfer, charge or deal in any way with the benefit of, or any of their rights under or interest in, this Agreement, without the prior written consent of the other Parties. As an exception, the Offeror will be entitled to assign its rights and obligations under this Agreement to any direct or indirect jointly wholly-owned subsidiary of EQT

Infrastructure V Collect EUR SCSp and/or EQT Infrastructure V Collect USD SCSp without the prior consent of the Shareholder, as long as the beneficiary is the company that announces the Takeover Bid.

9.2.2 This Agreement shall be binding on and endure for the successors in title of the Parties and references to the Parties shall be construed accordingly.

9.3 Amendments and waivers

9.3.1 Any amendment or variation of this Agreement must be in writing and signed by or on behalf of the Parties.

9.3.2 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to which the waiver is addressed and the circumstances for which it is given. This shall equally apply to any waiver of the provisions of the preceding sentence.

9.3.3 The failure or delay by a Party in exercising any right or remedy under or in connection with this Agreement will not constitute a waiver of such right or remedy.

9.3.4 No waiver of any term or provision of this Agreement or of any right or remedy arising out of or in connection with this Agreement shall constitute a continuing waiver or a waiver of any term, provision, right or remedy relating to a subsequent breach of such term, provision or of any other right or remedy under this Agreement.

9.4 Information on personal data processing

9.4.1 In compliance with the General Data Protection Regulation, each Party informs the individuals acting on behalf of other Parties, or on their own behalf, or in whichever way is specified in the Agreement, that acting independently as data controller, each Party will process their personal data indicated in the Agreement.. The purpose of the processing is the exercising of the rights and the fulfillment of the obligations arising from this Agreement. Processing is strictly necessary for this purpose. The Parties will not make automated decisions that could affect the data subjects. The data will be stored for the term of the Agreement and for the time required to comply with the applicable legal or contractual obligations related to the Agreement and to exercise and defend the Parties' rights. The legal basis for processing is the performance of the Agreement and the legitimate interest in maintaining business and professional relationships between the Parties. The data will be processed only by the relevant Party and, if

applicable, by: (i) other parties that the Parties are legally obliged to notify; (ii) service providers that have been assigned any service connected to the management or performance of the Agreement; (iii) other companies of their corporate group, if required to fulfill the purpose of the processing.

9.4.2 The data subjects can request access to and rectification or erasure of their personal data, request that processing be restricted, request data portability, or object to its processing, by writing to the relevant Party at the address specified in the header. They can also file a complaint with the corresponding data protection authority.

9.5 Costs and Taxes

Each Party shall be responsible for the taxes and shall bear all costs incurred by it in connection with the preparation, negotiation, entry and implementation of this Agreement.

10 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Spanish common law (*derecho español común*).

11 JURISDICTION

All disputes arising out of or in connection with this Agreement or relating to it (including a dispute regarding the existence, validity or termination of this Agreement or relating to any non-contractual obligations arising out of or in connection with this Agreement), will be finally settled in the Courts and Tribunals of the City of Madrid. The Parties hereby expressly waive any other forum.

IN WITNESS WHEREOF, the Parties sign two (2) copies of this Agreement as one single agreement, in the place and on the date indicated in the heading.

Veleta BidCo S.à r.l.

Represented by its manager (*gérant*) **EQT RA Management S.à r.l.**

Itself represented by:

By: Vilune Mackeviciute
Title: Class A Manager

By: Michail Tziaras
Title: Class B Manager

Veleta TopCo S.à r.l.

Represented by its manager (*gérant*) **EQT RA Management S.à r.l.**

Itself represented by:

By: Vilune Mackeviciute
Title: Class A Manager

By: Michail Tziaras
Title: Class B Manager

The Shareholder

Burgest 2007, S.L.,

duly represented by Mr. Pablo Burgos Galíndez

Mr. Pablo Burgos Galíndez,

in his own name and on his own behalf

Schedule 1.1– Takeover Bid Announcement

THIS IRREVOCABLE UNDERTAKING AGREEMENT (the "**Agreement**") is entered into in Madrid, on June 15, 2021.

BETWEEN

Landa LLC, a company duly incorporated and existing under the laws of the state of Indiana (United States of America), with registered office at 950 Brickell Bay DR., Apt. 2906, 33131 Miami (Florida), and provided with Business ID number 2015030500413 and Spanish Foreign Tax Identification Number N-4008160-F (the "**Shareholder**"). The Shareholder is duly represented for the purposes of this Agreement by Mr. José Galíndez Zubiría, who acts in his capacity as attorney-in-law, by virtue of the power of attorney granted before the Notary of Bilbao Mr. Carlos Ramos Villanueva, on September 28, 2016, with number 3,161 of his official record; and

Veleta BidCo S.à r.l., a private limited liability (*société à responsabilité limitée*) company duly incorporated and existing under the laws of Luxembourg, with registered office at 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B252655 (the "**Offeror**"). The Offeror is duly represented for the purposes of this Agreement by EQT RA Management S.à r.l., who acts in its capacity as sole manager, represented, in turn, by its managers Ms Vilune Mackeviciute and Mr Michail Tziaras.

For the purposes of this Agreement, the Shareholder and the Offeror shall be collectively referred to as the "**Parties**" and, individually, as a "**Party**".

WHEREAS

- (A) Solarpack Corporación Tecnológica, S.A. is a public limited company incorporated and existing under the laws of Spain, with its entire share capital being listed on the Spanish Stock Exchanges and traded through the Automated Quotation System, having its registered office at Avenida de Algorta 16, 3º, Getxo (Bizkaia), registered with the Commercial Registry of Bizkaia under sheet BI-42377 and with Spanish Tax Identification Number A-95363859 (the "**Company**").
- (B) As of the date hereof, the Shareholder is the holder of 971,105 shares in the Company free from any lien and encumbrances and third-party rights, representing 2.92% of the total share capital of the Company (the

"**Shares**"). For purposes of this Agreement, Shares shall be deemed to include not only the 971,105 Shares in the Company that the Shareholder currently owns but shall also comprise any additional shares in the Company that the Shareholder (or any entity within its group or any company or person directly or indirectly controlled or managed by the Shareholder) may hold at any time prior to the expiration of the Takeover Bid's acceptance period, as applicable, including any shares or other instruments which the Shareholder may acquire as a consequence of its ownership of the Shares (including, but not limited to, any shares received by the Shareholder as the result of a share split, share exchange, rights issue, distribution of bonus shares, or otherwise).

- (C) The Offeror has the intention to launch a voluntary takeover bid addressed to the entire share capital of the Company (the "**Takeover Bid**"), having the Parties agreed to execute certain irrevocable and unconditional undertakings in relation to the Takeover Bid, including the undertaking of the Shareholder to commit to tender the Shares to the Offeror in the Takeover Bid, subject to the terms and conditions of this Agreement.
- (D) On the date hereof, and simultaneously with the execution of this Agreement (*en unidad de acto*), the Offeror has entered into two additional irrevocable undertaking agreements, respectively, with Burgest 2007, S.L. and Beraunberri, S.L. (the "**Other Selling Shareholders**"), pursuant to which the Other Selling Shareholders have committed to tender all their shares to the Offeror in the Takeover Bid, subject to terms and conditions substantially identical to those set forth in this Agreement.
- (E) The Parties agree to enter into this Agreement, which shall be governed by the following:

CLAUSES

1. OBLIGATIONS OF THE OFFEROR

1.1. Announcement of the Takeover Bid

The Offeror hereby irrevocably agrees to publish the corresponding public announcement in relation to the Takeover Bid (the "**Takeover Bid Announcement**") pursuant to article 16 of the Royal Decree 1066/2007, of 27 July, on the regime governing takeover bids (the "**Takeover Regulations**"), prior to the commencement of the Spanish Stock Exchange session corresponding to the first business day following the execution of this Agreement, according to the

terms and conditions set out in clauses 1.1.1 to 1.1.4 both included ("**Key Takeover Bid Terms**"):

1.1.1 Consideration: EUR 26.5 per share, payable in cash. The price shall be adjusted in accordance with the terms set out in the Takeover Regulations and in clause 3.1 if the Company makes any distribution of dividends, reserves or any other type of distribution to its shareholders prior to the settlement of the Takeover Bid ("**Takeover Bid Price**").

1.1.2 Addressees: 100% of the shares of the Company.

1.1.3 Conditions: The Takeover Bid will be subject to the sole following conditions:

(a) the acceptance of the Takeover Bid by a number of shares representing at least 75% plus one share of the share capital with voting rights of the Company (the "**Acceptance Condition**");

(b) the Offeror obtaining the authorisation or, as the case may be, the non-opposition from the Spanish Competition Authority (*Comisión Nacional de los Mercados y la Competencia*) ("**Antitrust Condition**");

(c) the Offeror obtaining the authorisation under Spanish Law 19/2003 to the investment in the Company by the Offeror and its shareholders or, as the case may be, the written confirmation from the Ministry of Industry, Commerce and Tourism declaring that such authorisation is not required for the Offeror and its shareholder for this specific Takeover Bid, (the "**FDI Condition**" and together with the Antitrust Condition, the "**Regulatory Approvals**"). Notwithstanding that, the FDI Condition shall be eliminated as a condition for the Takeover Bid to the extent that the legal requirement of obtaining such prior authorisation is not legally extended and, therefore, ceases to be in force from 1 July 2021.

1.1.4 The Takeover Bid Announcement and the prospectus drafted in accordance with article 18 of the Takeover Regulations (the "**Prospectus**") will state the Offeror's intention to delist the shares of the Company from the Spanish Stock Exchanges as soon as possible after settlement of the Takeover Bid, including, if available, pursuant to the enforcement of squeeze-out rights or pursuant to the process set out in the second paragraph of article 82.2 of the Spanish Securities Act (Royal Legislative Decree 4/2015, of 23 October, as amended).

An agreed form draft of the Takeover Bid Announcement, which contains the Key Takeover Bid Terms, (subject to any amendments as may be required by the Spanish Securities Commission ("CNMV") is attached as **Schedule 1.1**.

1.2. Launching of the Takeover Bid

1.2.1 The Offeror irrevocably commits to carry out with the diligence of an expert investor and in a timely manner all actions that are reasonably necessary or desirable to obtain the authorization of the Takeover Bid by the CNMV in the terms foreseen in this Agreement, to ensure that the conditions of the Takeover Bid are fulfilled, and generally to handle the various procedures related to the Takeover Bid with the diligence of an expert investor, pursuant to the Takeover Regulations and any applicable rules. In particular:

- (a) Within a maximum term of one (1) month following the publication of the Takeover Bid Announcement, the Offeror will file the request for authorization of the Takeover Bid on the terms foreseen in the Takeover Bid Announcement, in accordance with article 17 of the Takeover Regulations (the "**Takeover Bid Filing**").
- (b) Within a maximum term of seven business days following the Takeover Bid Filing, the Offeror will file with the CNMV the ancillary documents required pursuant to article 20 of the Takeover Regulations or as may be requested by the CNMV in the exercise of its general powers of supervision and authorization of takeover bids.
- (c) As soon as reasonably practicable following the Takeover Bid Announcement, the Offeror will formally initiate the procedure to obtain all Regulatory Approvals.

1.2.2 The Offeror shall keep the Shareholder timely informed of the status of all the regulatory authorization processes in relation to the Takeover Bid (including to fulfill the conditions or to obtain the authorization from the CNMV).

1.2.3 Except for the Key Takeover Bid Terms, the Offeror shall be entitled, at its sole discretion, to take any decision to amend any other terms and conditions of the Takeover Bid (including, content and form of the Takeover Bid Filing and the Prospectus) to the extent it is deemed by the Offeror, acting reasonably, as necessary or advisable in order to obtain the authorisation of the Takeover Bid by the CNMV and/or to achieve a successful outcome of the Takeover Bid (such potential amendments may

include, but are not limited to, removing any conditions and/or extending the acceptance period by up to 70 calendar days, in aggregate, in accordance with the Takeover Regulations). In addition, prior to formal submission of the Takeover Bid Filing, and sufficiently in advance, the Offeror shall provide the Shareholder with a close to final draft of the Prospectus, taking into consideration those reasonable comments proposed by the Shareholder sufficiently in advance.

1.3. Due diligence and good faith

The Offeror will always act in good faith and conduct itself with the diligence of an expert investor, complying with all the necessary additional requirements that the competent authorities may impose under their competences in relation to the processes of authorization of the Takeover Bid and the obtainment of all the Regulatory Approvals. Notwithstanding the above, and for the avoidance of doubt, the Offeror shall not be obliged to accept any amendments from the CNMV affecting any of the Key Takeover Bid Terms.

1.4. Prevention of money laundering

The Parties undertake to provide each other with the necessary information to demonstrate compliance with regulations regarding the prevention of money laundering.

2 OBLIGATIONS OF THE SHAREHOLDER

2.1 Disposal of the Shares

The Shareholder hereby irrevocably undertakes during the period of this Agreement:

- 2.1.1 To tender all its shares in the Company to the Offeror in the Takeover Bid free from any charges and encumbrances.
- 2.1.2 Not to tender the Shares in any competing bid, except in the event that the Offeror withdraws the Takeover Bid in accordance with this Agreement or the CNMV does not authorize the Takeover Bid.
- 2.1.3 Not to directly or indirectly sell, assign, transfer (including without limitation by means of a merger, consolidation, amalgamation, spinoff and liquidation) or otherwise dispose of any of the shares in the Company or

the voting rights inherent to them, nor create any charges, pledges, liens or encumbrances, nor grant any option or other right over or otherwise deal with any of the shares in the Company or any interest in them (including but not limited to the voting rights inherent to them) or permit any such action to occur, other than as expressly allowed under this Agreement or as determined by law.

- 2.1.4 To deliver to the Offeror a certificate of ownership (as referred to in article 19 of Royal Decree 878/2015) in respect of all the Shares as soon as practicable and at the latest by the time the Offeror files the Takeover Bid Filing.

2.2 Exercise of voting rights

- 2.2.1 The Shareholder undertakes to exercise the votes attached to the Shares regarding any resolutions subject to the approval of the General Meeting of Shareholders, for the purposes of allowing the carrying out of the Takeover Bid and any transactions related to the Takeover Bid, as well as against resolutions which (if passed) might result in any condition of the Takeover Bid not being fulfilled or which might impede or frustrate the Takeover Bid, in any way, proposed at any General Shareholders' Meeting of the Company.
- 2.2.2 The Shareholder undertakes to seek that, to the extent legally possible and subject to compliance with the fiduciary and other legal duties of the directors, the proprietary directors of the Company appointed at the proposal of the Shareholder to vote in favor of resolutions submitted to the Board of Directors of the Company in a manner that facilitates the implementation of the Takeover Bid and any related transactions (including the issuance of a report which is favourable to the Takeover Bid pursuant to article 24 of the Takeover Regulations), as well as to vote against any resolutions submitted to the Board of Directors of the Company for approval, the adoption of which could result in a breach of any of the conditions of the Takeover Bid or which could impede or otherwise frustrate the Takeover Bid.
- 2.2.3 The obligation referred to in the preceding paragraphs implies the obligation to carry out the necessary actions in order to call a meeting of the governing body of the Company that must adopt such resolution, to request the inclusion of the relevant matter on the agenda and to attend, in person or duly represented, such a meeting.

2.2.4 Notwithstanding the aforementioned, it is hereby made expressly clear that the abstention of the proprietary directors appointed by the Shareholder in the deliberations and resolutions of the Company's board of directors when such an abstention is required by Law as a consequence of situations of conflict of interest, shall not be deemed as a breach of this clause.

2.3 Cooperation

The Shareholder shall collaborate with the Offeror and shall take commercially reasonable actions as may be advisable to assist the Offeror, including providing any clarification or additional information at its disposal and any other assistance reasonably required by the Offeror in order to comply with the undertakings in clause 1. The Parties expressly agree that this obligation is limited to the information of the Shareholder and shall not extend to information or documentation regarding the Company.

3 CHANGES IN THE TERMS OF THE TAKEOVER BID

3.1 Change of the Takeover Bid Price

3.1.1 The Takeover Bid Price has been determined on the basis that the Company shall not declare or pay any distribution of dividends, reserves, premium or any equivalent form of equity distribution of any kind, whether ordinary or extraordinary, to its shareholders (a "**Shareholder Distribution**") between the date hereof and the settlement date of the Takeover Bid. Accordingly, should the Company declare or pay a Shareholder Distribution to its shareholders, the Takeover Bid Price shall be reduced by an amount equal to the gross amount per Share to be effectively paid to the shareholders as a result of such Shareholder Distribution, provided that this Shareholder Distribution is paid between the date hereof and the settlement date of the Takeover Bid.

3.1.2 The Offeror may increase the Takeover Bid Price at any point in time and on a unilateral basis, as long as it is fully paid up in cash. If the Offeror decides to increase the Takeover Bid Price, the Shareholder shall have the right to receive the new price for the totality of its shares. In addition, and according to article 32.5 of the Takeover Regulations, acquisition by the Offeror or persons acting in concert with it of shares of the Company targeted by the Takeover Bid at a price higher than the price stated in the Prospectus or any amendment thereto, will result in the automatic increase

of the price offered to the highest price paid.

3.2 Waiver or reduction of the conditions of the Takeover Bid

The Offeror may, at any point in time and on a unilateral and discretionary basis, to the extent permitted by law, waive the conditions of the Takeover Bid included in clause 1.1.3.

3.3 Term of the Agreement

In any of the cases of change of the Takeover Bid established in clauses 3.1 and 3.2 above, the obligations undertaken in this Agreement shall be understood to be in force with reference to the new conditions of the Takeover Bid.

3.4 No unilateral withdrawal of the Takeover Bid

3.4.1 Other than the cases set out under paragraphs (a) and (c) of article 33.1 of the Takeover Regulations, the Offeror may not unilaterally withdraw the Takeover Bid without the written authorization of the Shareholder or in accordance with clause 6.2.

3.4.2 In particular, and notwithstanding the provisions of article 33.1.b) of the Takeover Regulations, the Parties agree that the Offeror may not unilaterally withdraw the Takeover Bid, without the prior written consent of the Shareholder, if any of the transaction authorizations indicated in clause 1.1.3(b) were to be granted, subject to certain conditions. Accordingly, the obtaining of any such approvals, subject to conditions shall not constitute valid grounds for termination of the Agreement in accordance with clause 6.

4 NO ACTING IN CONCERT

4.1 Each of the Parties expressly acknowledges and agrees that this Agreement does not constitute any sort of partnership, syndication agreement, voting arrangement or shareholders agreement (*pacto parasocial*) and does not entail the existence of or impose any cooperation or acting in concert (*concertación*) among the Parties with respect to the Company, with its

purpose not being to establish or implement any common policy as regards the strategy or management of the Company or its group.

- 4.2 In particular, save as expressly set out in this Agreement, (i) the Shareholder shall be free to exercise, at its entire discretion, any voting and other political rights inherent to its shares in the Company, and (ii) any directors of the Company nominated by the Shareholder shall be free to exercise their office at their entire discretion in relation to the affairs of the Company and its group.

5 REPRESENTATIONS AND WARRANTIES

5.1 The Shareholder represents, warrants and undertakes to the Offeror that:

5.1.1 The Shareholder is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder.

5.1.2 The Shareholder has obtained all corporate authorisations including, if applicable, the authorisation of its General Shareholders' Meeting pursuant to article 160.f of the Spanish Companies Act, and all other governmental, statutory, regulatory or other consents, licenses and authorizations required to enter into and perform its obligations under this Agreement.

5.1.3 The entry into and performance by the Shareholder of this Agreement will not (i) breach any provision of its articles of association or equivalent constitutional documents; or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation; or (iii) breach any agreement or undertaking by which it is bound; or (iv) breach any order, decree or judgment of any court or any governmental or regulatory authority.

5.1.4 The Shareholder is entitled to sell and transfer the Shares under the terms and conditions provided for in this Agreement.

5.1.5 The Shareholder is neither insolvent nor bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Shareholder and no events have occurred which would justify such proceedings.

- 5.1.6 The Shareholder is the legal and direct owner of the Shares, which are free from all liens, charges, encumbrances and other interests and third-party rights of any nature whatsoever and include all the rights attached to them, including the voting rights and the right to all dividends declared, made or paid hereafter.
- 5.1.7 Neither the Shareholder nor any member of its group of companies own any shares in the Company other than the Shares.
- 5.1.8 Neither the Shareholder nor any person acting in concert has during the twelve (12) months immediately prior to the date of this Agreement acquired any shares in the Company for a consideration exceeding the Takeover Bid Price.
- 5.1.9 The Shareholder is not interested in, or otherwise able to control the exercise of rights attaching to, any Shares or other securities in the Company other than the Shares.
- 5.1.10 All obligations under this Agreement are valid and binding for the Shareholder.
- 5.2 The Offeror represents, warrants and undertakes to the Shareholder that:
- 5.2.1 The Offeror is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder.
- 5.2.2 The Offeror has obtained all corporate authorisations including, if applicable, the authorisation of its General Shareholders' Meeting pursuant to article 160.f of the Spanish Companies Act, and all other governmental, statutory, regulatory or other consents, licenses and authorisations required to enter into and perform its obligations under this Agreement.
- 5.2.3 The entry into and performance by the Offeror of this Agreement will not (i) breach any provision of its articles of association or equivalent constitutional documents; or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation; or (iii) breach any agreement or undertaking by which it is bound; or (iv) breach any order, decree or judgment of any court or any governmental or regulatory authority.

- 5.2.4 The Offeror is entitled to purchase and acquire the Shares under the terms and conditions provided for in this Agreement.
- 5.2.5 The Offeror is neither insolvent or bankrupt under the laws of its jurisdiction of incorporation, nor unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Offeror and no events have occurred which would justify such proceedings.
- 5.2.6 Neither the Offeror nor any of its affiliates is subject to any order, judgment, direction, investigation or other proceedings by any governmental entity which will, or are likely to, prevent or delay the fulfilment of any condition of the Takeover Bid.
- 5.2.7 The Offeror will have, in accordance with the terms and conditions set out in the Takeover Regulations, binding funding commitments which provide the necessary cash resources to settle the Takeover Bid and obtain the bank guarantee referred to in article 15.2 of the Takeover Regulations, covering the offer price for 100% of the shares of the Company.
- 5.2.8 All obligations under this Agreement are valid and binding for the Offeror.

6 TERM AND TERMINATION

- 6.1** This Agreement becomes effective on the date hereof and will be in full force and effect until the earlier of:
- 6.1.1 the date on which the Takeover Bid is settled; or
- 6.1.2 alternatively, the date on which:
- (a) the Offeror withdraws the Takeover Bid in accordance with this Agreement; or
 - (b) the Takeover Bid is definitively not authorized by the CNMV.
- 6.2** In the event that the Offeror unilaterally withdraws the Takeover Bid for reasons other than those under paragraphs (a) and (c) of Article 33.1 of

the Takeover Regulations or the Takeover Bid is not otherwise settled (other than because the CNMV has not authorized the Takeover Bid), this Agreement will be terminated but the Shareholder will be entitled to obtain from the Offeror the payment of a compensation amount equivalent to EUR 286,548.63.

- 6.3** The provisions of clauses 8.1, 9, 10, and 11 shall survive the termination or expiration of this Agreement.

7 BREACH

- 7.1** In the event of a material breach by the other Party of any of its material undertakings under this Agreement, the non-breaching Party shall be entitled to obtain from the breaching Party: (a) the specific performance of the breached undertaking, jointly with the payment of a penalty amounting to EUR 286,548.63 (the "**Penalty**") or (b) the termination of the Agreement, jointly with the payment of the Penalty. The Penalty shall be deemed liquidated damages in substitution for the damages caused. For the avoidance of doubt, no specific performance or payment of this Penalty may be claimed by the Shareholder from the Offeror in the event that the Agreement is terminated by the Offeror in accordance with clause 6.2 (without prejudice to the compensation set out in such clause 6.2) and such termination under clause 6.2 may not be considered by the Shareholder as a breach by the Offeror of any of its material undertakings under this Agreement.

Upon the launching by the Offeror of the Takeover Bid, the acceptance of the Takeover Bid by the Shareholder (in the terms agreed herein) is a key element for the success of the Takeover Bid and therefore such undertaking is qualified as an essential performance obligation by the Shareholder under this Agreement.

- 7.2** Nothing in this Agreement shall be read or construed as excluding any liability or remedy in respect of wilful misconduct or fraud (*dolo*) or gross negligence (*negligencia grave*).

8 CONFIDENTIALITY

8.1 Confidential Information

8.1.1 The terms and conditions set forth in this Agreement, its existence, the identity of the Parties, the conversations held by them, the terms of the Takeover Bid and any information delivered by one Party to any other Party in connection with this Agreement or the Takeover Bid that is either identified by the disclosing Party as being confidential or that would be understood by the Parties, exercising reasonable business judgment, to be confidential shall qualify as "**Confidential Information**" for the purposes of this Agreement. The Parties undertake not to disclose the Confidential Information other than pursuant to clause 8.1.2 and 8.2.

8.1.2 The foregoing obligation of confidentiality shall not apply to, nor restrict the use of data or Confidential Information which:

- (a) must be disclosed in the Takeover Bid Announcement, the Prospectus of the Takeover Bid or any other document related to the Takeover Bid, or which must be submitted to the CNMV or may be requested by the latter in the context of the process to authorize the Takeover Bid; or
- (b) is required to be disclosed under Law, the rules applicable to any Party or any stock exchange on which the shares of any Party or any of its affiliates are listed, or as a result of a court order or a request by a competent authority, provided that insofar as possible and permitted by law, the recipient gives the disclosing party prior written notice of such disclosure so that, when applicable, the disclosing party may, at its own expense, intervene in the proceedings to protect the confidential nature of the Confidential Information; or
- (c) is reasonably required (i) to vest the full benefit of this Agreement in either Party, or (ii) for the purpose of any judicial or arbitral proceedings arising out of this Agreement or any documents to be entered into pursuant to it.

8.2 Announcements

Neither Party shall make any formal press release or other public announcement in connection with this Agreement except:

8.2.1 the Takeover Bid Announcement and any other announcement that must be made in connection with the Takeover Bid; or

8.2.2 any press release to be made by either of the Parties after consultation with the other Party.

9 MISCELLANEOUS

9.1 Notices

9.1.1 Any notices and communications that may or must be made by and between the Parties in relation to this Agreement shall be served in writing by any means that evidences their content and receipt by way of express confirmation of their correct receipt including by way of email. Notices shall be deemed made on the date they are received.

9.1.2 The Parties stipulate the following addresses for notification purposes:

(a) The Shareholder:

- (i) Att: Mr. José Galíndez Zubiría
- (ii) Address: Calle Los Tilos 2, 3º izq., C.P. 48,992, Getxo (Bizkaia)
- (iii) Email: jgalindez@beraunberri.es

With a copy to CUATRECASAS:

- (i) Att: Juan Aguayo
- (ii) Address: Almagro 9, 28010 Madrid
- (iii) Email: juan.aguayo@cuatrecasas.com

(b) The Offeror:

- (i) Att: Board of Managers
- (ii) Address: 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg
- (iii) Email: eqtinfrastructure@eqtfunds.com

With a copy to Clifford Chance:

- (i) Att: Javier Amantegui
- (ii) Address: Paseo de la Castellana 110, 28046 Madrid
- (iii) Email: javier.amantegui@cliffordchance.com

9.1.3 Only notices sent to the above addresses in the manner indicated above shall be deemed received. Notices sent to the new address of any Party shall only be effective if the recipient has notified the other Party in advance of a change of address in the manner stipulated in this clause.

9.2 Assignment

- 9.2.1 Neither Party may assign, transfer, charge or deal in any way with the benefit of, or any of their rights under or interest in, this Agreement, without the prior written consent of the other Parties. As an exception, the Offeror will be entitled to assign its rights and obligations under this Agreement to any direct or indirect jointly wholly-owned subsidiary of EQT Infrastructure V Collect EUR SCSp and/or EQT Infrastructure V Collect USD SCSp without the prior consent of the Shareholder, as long as the beneficiary is the company that announces the Takeover Bid.
- 9.2.2 This Agreement shall be binding on and endure for the successors in title of the Parties and references to the Parties shall be construed accordingly.

9.3 Amendments and waivers

- 9.3.1 Any amendment or variation of this Agreement must be in writing and signed by or on behalf of the Parties.
- 9.3.2 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to which the waiver is addressed and the circumstances for which it is given. This shall equally apply to any waiver of the provisions of the preceding sentence.
- 9.3.3 The failure or delay by a Party in exercising any right or remedy under or in connection with this Agreement will not constitute a waiver of such right or remedy.
- 9.3.4 No waiver of any term or provision of this Agreement or of any right or remedy arising out of or in connection with this Agreement shall constitute a continuing waiver or a waiver of any term, provision, right or remedy relating to a subsequent breach of such term, provision or of any other right or remedy under this Agreement.

9.4 Information on personal data processing

- 9.4.1 In compliance with the General Data Protection Regulation, each Party informs the individuals acting on behalf of other Parties, or on their own behalf, or in whichever way is specified in the Agreement, that acting independently as data controller, each Party will process their personal data indicated in the Agreement. The purpose of the processing is the exercising of the rights and the fulfillment of the obligations arising from this

Agreement. Processing is strictly necessary for this purpose. The Parties will not make automated decisions that could affect the data subjects. The data will be stored for the term of the Agreement and for the time required to comply with the applicable legal or contractual obligations related to the Agreement and to exercise and defend the Parties' rights. The legal basis for processing is the performance of the Agreement and the legitimate interest in maintaining business and professional relationships between the Parties. The data will be processed only by the relevant Party and, if applicable, by: (i) other parties that the Parties are legally obliged to notify; (ii) service providers that have been assigned any service connected to the management or performance of the Agreement; (iii) other companies of their corporate group, if required to fulfill the purpose of the processing.

9.4.2 The data subjects can request access to and rectification or erasure of their personal data, request that processing be restricted, request data portability, or object to its processing, by writing to the relevant Party at the address specified in the header. They can also file a complaint with the corresponding data protection authority.

9.5 Costs and Taxes

Each Party shall be responsible for the taxes and shall bear all costs incurred by it in connection with the preparation, negotiation, entry and implementation of this Agreement.

10 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Spanish common law (*derecho español común*).

11 JURISDICTION

All disputes arising out of or in connection with this Agreement or relating to it (including a dispute regarding the existence, validity or termination of this Agreement or relating to any non-contractual obligations arising out of or in connection with this Agreement), will be finally settled in the Courts and Tribunals of the City of Madrid. The Parties hereby expressly waive any other forum.

IN WITNESS WHEREOF, the Parties sign two (2) copies of this Agreement as one single agreement, in the place and on the date indicated in the heading.

Veleta BidCo S.à r.l.

Represented by its manager (*gérant*) **EQT RA Management S.à r.l.**

Itself represented by:

By: Vilune Mackeviciute
Title: Class A Manager

By: Michail Tziaras
Title: Class B Manager

The Shareholder

Landa LLC, duly represented
by Mr. José Galíndez Zubiría

Schedule 1.1– Takeover Bid Announcement