

TERAMO COURT OF FIRST INSTANCE
Civil Section - Insolvency Proceedings
BANKRUPTCY PROCEEDINGS NO. 17/2017 R.F.

JUDGE APPOINTED: DOTT. FLAVIO CONCIATORI
RECEIVER: DOTT. MARIO ROSSI
VENDOR APPOINTED: AVV. FABRIZIO SILVANI

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NOTICE OF SALE OF BUSINESS COMPLEX

PHOTOVOLTAIC SYSTEM

1st UNDERTAKING

The appointed vendor, Avv. Fabrizio Silvani of the Teramo Bar,

Having regard to:

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- the deed of transfer of a photovoltaic system in surface tenure dated 13.12.2012, signed and authenticated by the notary, Teresa De Rosa, Notary in Castellalto, Repertory No. 47346, Collection No. 20344, with which Unicredit Leasing Spa purchased the surface tenure (for the duration of 24 years, 2 months and 11 days — expiring on 24/02/2037) of the photovoltaic system described below, for the sole purpose of granting finance leasing with contract No. FF 1338059 of 13.12.2012;
- the current finance leasing contract No. FF 1338059 of 13.12.2012 between the insolvent company and Unicredit Leasing S.p.A. concerning the aforementioned ground-based photovoltaic electricity generation system, located in the locality/via Colle Casone CAP 64027 - Sant'Omero (TE), for which the user also has the status of responsible party pursuant to Ministerial Decree 05/05/2011 art. 3, paragraph 1;
- the mandate without consideration with no powers of representation granted by Unicredit Leasing Spa to the Receivership for the transfer of the System, within the scope of a competitive sale procedure pursuant to art. 107 of the Bankruptcy Law with provision for the right of direct early redemption and express authorisation to indicate in the tender notice that the Successful Bidder may also purchase from the Insolvency - subject to Early Redemption - the System owned by U.C.L.;
- the Liquidation Program and supplemented information, authorised pursuant to articles 41 and 104-ter of the bankruptcy law, as well as the express authorisation by the appointed Judge and appointment of assistants dated 22/10/2024;

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- the expert report submitted by the technical appraiser dott. Fabrizio Biondi on 14 October 2024, concerning the evaluation of the aforementioned system and the surface rights of the adjacent land;

Considering

that there are no conditions preventing the sale of the appraised property; it is highlighted that there are no operational reasons that advise against proceeding with the sale by means of telematic system

NOTING THAT

through the internet portal of the manager of the sale, Aste Giudiziarie Inlinea S.p.a., www.astetelematiche.it, on **12 February 2025, at 3 pm**, the examination of the telematic offers will begin the procedure:

FIRST UNDERTAKING OF SALE WITHOUT AUCTION USING ASYNCHRONOUS TELEMATIC PROCEDURE

of the property described below and distinguished as **SINGLE LOT** comprising the following:

- **Surface tenure**, expiring on **24 February 2037**, of the "**ground-mounted**" **photovoltaic system**, which entered into operation on 28/10/2011, currently in operation, with an effective rated power of 5,829.12 kWp (declared equal to 5,955.84 kWp) located on agricultural land near the locality/via Colle Casone, in the Municipality of Sant'Omero in the Province of Teramo, (Coordinates: 42°46'41.0"N 13°47'19.7"E (42.778054, 13.788816)); land surface area approximately 11 hectares, photovoltaic panel surface area approximately 4 hectares) with the relative GSE Agreement described below and registered as follows:
 - in the New Urban Building Registry of the same Municipality:
 - sheet 18, parcel 283, Via Colle Casone SNC, ground floor, cat. D/1, (Factories), cadastral rent 12,422.00 EUR;
 - sheet 18, parcel 284, Via Colle Casone SNC, ground floor, cat. D/1, (Factories), MT/bt e-distribuzione cabin, cadastral rent 230.00 EUR;
 - in the New Land Registry of the same Municipality:
 - sheet 18, parcel 283, (agricultural land) 11 ha, 04 a, 10 ca, urban body
 - sheet 18, parcel 284, (agricultural land) 03 a, 57 ca, urban body.
- **Surface tenure**, expiring on **23 February 2037**, of additional land, to the SOUTH of and adjacent to the area of land of the system itself, net of a road, identified in the land registry in the new land registry of the Municipality of Sant'Omero (TE) at Sheet 18 - Parcel 286 (Parcel

with status: SEM IRR ARB (irrigated arable land with trees) class 1) of 1,154 square meters, Income: land ownership Euro 11.92, land cultivation Euro 8.34;

- **Legal action authorised** by the Appointed Judge against an Insurance Company for payment of damage claim valued by the Insurance Company at 170,700.00 EUR; assignment valuation 70,000.00 EUR.

- This is legal action against an Insurance Company for the payment of the sum of 170,700.00 EUR, as damages relating to accident No. P501601516 of 10.05.2016 (pre-insolvency). The company refuses to pay the claim on the grounds of the expert's findings that *"neither the video surveillance system nor the anti-intrusion system of the photovoltaic field were remotely connected to a security firm, as well as for the lack of evidence regarding the activation of the anti-theft system at the time of the events"*, conditions which are considered preclusive to insurance coverage since they are provided for by art. 2.14 (Systems for the prevention of deeds by third parties) of the contract. The legal representative of the insolvent company denies having signed this contract. However, the insurance premium instalments for the period to which the accident refers had been duly paid.

Action authorised by order of the Appointed Judge dated 27.07.2019, in relation to which extrajudicial cautions were made via PEC certified email, most recently on 29.03.2023.

Deeds of origin

The photovoltaic system described above was transferred, in surface tenure, to UniCredit Leasing S.p.A., with registered office in Milan (MI), via Livio Cambi No.5, registration number in the Company Register at the Metropolitan Chamber of Commerce of Milan-Monza-Brianza-Lodi, tax code 03648050015 and VAT number No. 04170380374, registered in the Banking Register, belonging to the Unicredit banking group, by virtue of a deed of transfer dated 12.13.2012, signed and authenticated by the notary, Teresa De Rosa, Notary in Castellalto, Repertory No. 47346, Collection No. 20344.

As specified in the aforementioned deed of origin, the surface tenure will expire on 24 February, 2037. Upon this deadline, the owner of the land will become the owner of the photovoltaic system, without any obligation to pay and without the leasing company - and thus its assignees - being able to remove the system itself. It is also provided that, if the owner of the land and his assignees in any capacity, obtains the restoration to the original condition of the area on which the photovoltaic system was built, the obligation of the user party and/or assignees in any capacity remains in force to completely remove, and at their own expense, any construction built, obviously without any compensation, within the term of 2 (two) months from the expiry date of the transferred right, as specified above. This obligation is placed on the user party, clearly including cases in which such removal, total or partial, is linked to any applicable regulations and/or administrative and concessional provisions.

Value from appraisal by Avv. Fabrizio Biondi on 14 October 2024, **7,023,624.00 EUR** net of the 5% reduction.

The surface tenure of the *additional land* was transferred to the insolvent company by virtue of the private deed of 10 March 2011 registered in Teramo on 12 December 2012 at No. 4052 series III A and of the deed drawn up by Notary Giovanni Battista Bracone on 24 February 2012, Repertory No. 124838 Collection No.38055 registered in Teramo on 23 March 2012 at No. 810 and transcribed in Teramo on 23 March 2012 at record No. 3476 and subsequent deed of confirmation, pursuant to article 46, paragraph 4 of Presidential Decree 380/2001, drawn up by Notary Teresa De Rosa, Notary in Castellalto, on 13/12/2012, Repertory No. 47343 Collection No. 20342.

Value from appraisal by Avv. Fabrizio Biondi on 14 October 2024, **1,797.02 EUR** .

Competitive procedure and transfer to the Successful Bidder

The competitive procedure will be managed exclusively by the insolvency, without prejudice to the obligation to report to Unicredit Leasing S.p.A resulting from the Mandate;

Unicredit Leasing S.p.A. will not undertake any obligation towards the Successful Bidder and, at the end of the competitive procedure pursuant to art. 107 of the Bankruptcy Law, the Insolvency will be the only entity authorised to manage the methods, forms and advertising of the Sale, as authorised by the Appointed Judge, and entitled to collect the price at the end;

Following the provisional award and payment of the balance of the price and anything else due by the Successful Bidder, the Receivership, user of the system pursuant to the aforementioned finance leasing contract (leasing) No. FF 1338059 of 13.12.2012, will exercise the right of early redemption of the aforementioned compendium as agreed with Unicredit Leasing Spa which will be formalised by means of a deed - and will thus transfer it to the Successful Bidder, together with the other components of the aforementioned Single Lot, by means of a transfer decree, without any guarantee.

Current situation - Current contracts

- ***Finance leasing contract***

The system is currently the subject of a finance leasing contract, originally between the now insolvent company and Unicredit Leasing S.p.A, holder of the surface tenure rights of the system, until **24 February 2037**. The finance leasing rental, of approximately 105,000 EUR per month, is also paid through the transfer of credit, deriving from the incentives from the GSE "feed-in-tariff", in favour of the aforementioned **Unicredit Leasing S.p.A**. The repayment plan comprises 178 instalments, until 01/11/2027, plus a final instalment of 124,533.01 EUR, due on 13/12/2027.

- ***Technical and administrative assistance and maintenance contract***

A contract is currently in place for ordinary administrative and technical assistance (including grass cutting). There are two six-monthly contracts (with different prices): one for the winter period equal to 11,875.00 EUR plus VAT, the other for the summer period equal to 26,475.00 EUR plus VAT, for

a total of 38,350.00 EUR per year. The maintenance company remotely monitors and sends periodic reports on the output.

For everything concerning extraordinary assistance (administrative and technical), however, there is no specific contract and prices are established from time to time, depending on the matters arising.

- ***Insurance contract***

Insurance contract in place for approximately 26,800.00 EUR per year, "All Risks" coverage (insured sum 9,000,000.00 EUR) and "Third Party Liability" maximum 3,500,000.00 EUR) expiring 08.03.2025.

- ***GSE Agreement - Gestore dei Servizi Energetici (Energy Services Management) - GSE S.p.A. 22/03/2012***

Agreement in force with Gestore dei Servizi Energetici G.S.E. Spa - with registered office in Rome, Viale Maresciallo Pilsudski, 92 - No. A04N237637607 (system number 666179) for the recognition of incentive tariffs for electricity produced by photovoltaic conversion of solar energy pursuant to art. 7 of Legislative Decree 387/03 and Ministerial Decree 5 May 2011, better described in the expert report by Avv. Fabrizio Biondi dated 14 October 2024.

Procedure for change of party to the Agreement by the sale of the system, as per the provisions, and available on the website, of G.S.E. Spa.

- ***Armed Surveillance Contract***

- ***Internet Service Supply Contract***

- ***Electricity trading contract***

This latter, expiring on 31.12.2024, will be renewed in the course of the receivership for a further six months at market conditions, subject to authorisation by the Appointed Judge also in substitution of the trading contract;

Technical characteristics of the system — Revenues from the operation of the system

As highlighted in the appraisal report, the system was connected to the national public electricity grid and entered into operation on 28/10/2011.

Project productibility (yield) (kWh/kWp/year), 1,286.5 (from specifications request for incentives sent to GSE); 1,250 (from TERNA GAUDI certificate); 1,352 kWh/kWp based on PVGIS tool parameterised as per project data;

Real AVERAGE productibility (yield) (kWh/kWp/year); (average from entry into service to 2023) 1,247. (data from appraisal by Avv. Fabrizio Biondi dated 14 October, 2024)

There are 25,344 polycrystalline silicon photovoltaic modules with rated power of 230 Wp each, thus obtaining a total power of 5,829.12 kWp (declared kWp 5,955.84). Specifically, there are 24,441 ASTRONERGY brand modules, model CHSM6610, 230 Wp, and 903 Kyoto Solar brand modules, model KPV PE NEC, 230 Watt, installed subsequently to replace the original ones, which were stolen. The photovoltaic modules have been connected to form 1152 strings of 22 panels each. The strings (i.e. photovoltaic modules electrically connected in series) have been grouped into 48 groups of 24 strings each: the 24 electrical outputs of each group, made up, as mentioned, of 24 strings, flow into a

specific parallel panel (or String Box) which places them in parallel order to obtain a single DC electrical output, one for each of the 48 groups.

There are 48 String Boxes/parallel panels, one for each group; each panel contains disconnecting, protection devices (DC surge arresters and fuses) as well as power monitoring. The String Boxes are made by KACO, model POWADOR ARGUS 24S.

The individual outputs of the 48 String Boxes enter 6 prefabricated cabins (produced by ELETTRONICA SANTERNO, model SUNWAY STATION 1020), arranged around the perimeter area of the photovoltaic panels. The outputs of 8 parallel panels converge in each of the 6 cabins. On each of the 6 aforementioned cabins, there are 2 inverters produced by ELETTRONICA SANTERNO model SUNWAY TG610 800V TE

The system currently enjoys the benefits deriving from the application of the incentive tariff on the production of electricity, as provided for by the Ministerial Decree 05/05/2011, called IV Conto Energia ("feed-in-tariff"), in addition to remuneration deriving from the sale of electricity on the free market, by means of negotiation with a specific *energy trader*.

The *feed-in-tariff* incentive currently received, effective from 28/10/2011 and ending on 27/10/2031, is equal to 0.195 EUR for each kWh of energy produced by the photovoltaic system.

The sale of electricity on the free market currently takes place under a contract that remunerates as per a tariff linked to the hourly zonal price, set by GME (Gestore del Mercato Elettrico also known as Italian Power Exchange - IPEX). The current contract provides for a commission, in favour of the trader, equal to 0.003 EUR for each kWh produced and fed into the national electricity grid. From the information gleaned, over recent years of operation of the system, the remuneration from the sale to the market fluctuated between 0.14 EUR/kWh and 0.037 EUR/kWh. As an alternative to selling electricity to the electricity market, through traders, it is possible to opt for the withdrawal of the same energy by GSE S.p.A., by stipulating a Dedicated Withdrawal agreement, even though, for this size of energy system, it can be said that the revenues from either method are roughly similar.

Construction characteristics of the support structures

The photovoltaic modules are mounted on a fixed support structure appropriately anchored to the ground by means of piles, without the need for concrete. The structure is made mainly of aluminium to ensure resistance to corrosion and maximum durability. In particular, the trusses are made of extruded aluminium profile, the uprights are made of galvanised steel and the small parts are made of stainless steel. The cross profiles are fitted with an integrated channel for laying the connection cables between the photovoltaic modules. The structures supporting the modules have an inclination of 25° with respect to the horizontal and an average height from the ground of 1 metre.

For further, including technical, specifications, please refer to the appraisal report by Avv. Fabrizio Biondi dated 14 October 2024, the contents of which have been fully duplicated and transcribed.

Base price of the entire Single Lot, comprised as above, 7,095,421.02EUR plus, if applicable, charges due by law

Deposit of 709,542.10 EUR equal to 10% of the minimum offer

Minimum bidding rise, 10,000.00 EUR or multiples of 10,000.00 EUR

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METHOD FOR SUBMITTING OFFERS AND EXECUTION OF THE SALES PROCEDURE.

[A] TELEMATIC SALE REGULATIONS

1. METHOD FOR SUBMITTING AN OFFER

- purchase offers - **formulated exclusively in Italian** - must be filed telematically by 3:00 p.m. on 11.02.2025, preceding the date set in this notice for their examination (12.02.2025);
- those eligible to deposit telematic offers by means the specific ministerial form, which can be accessed from the sale manager's portal, are exclusively the bidder or his legal representative, i.e. the lawyer, pursuant to articles 571 and 579 of the Italian Code of Civil Procedure, who are required (except when exempt) to pay the stamp duty telematically; offers deposited by others will be declared inadmissible;
- offers must be drawn up and deposited in accordance with the methods and contents set out in articles 12 et seq. of the Decree of the Minister of Justice No. 32 of 26 February 2015, which are therefore reproduced below:

Art. 12 Method of presentation of the offer and attached documents

1. The offer for the telematic sale must contain:

- a) the identification data of the bidder, with the express indication of the tax code or VAT number;
- b) the judicial office where the proceedings are pending;
- c) the year and general case number of the proceedings;
- d) the lot number or other identifying data;
- e) the description of the property;
- f) the indication of the person in charge of the proceedings;
- g) the date and time set for the start of the sales procedure;
- h) the price offered and the deadline for payment, unless it is an application to participate in the auction;
- i) the amount paid as a deposit;

- l) the date, time and CRO (Codice riferimento operazione - transaction reference number) of the transfer made for the payment of the deposit;
- m) the IBAN code of the account from which the amount subject to the transfer referred to in letter l) was debited;
- n) the address of the certified email address mailbox referred to in paragraph 4 or, alternatively, that referred to in paragraph 5, used to transmit the offer and to receive the notifications provided for in these regulations;
- o) any mobile telephone number where the notifications provided for in these regulations can be received.

2. When the bidder resides outside the territory of the State, and no Italian tax code has been assigned, the tax code issued by the tax authority of the country of residence must be indicated or, in its absence, a similar identification code, such as a social security code or an identification code. In any case, the code of the assigning country must be inserted before the code, in accordance with the technical rules set out in the ISO 3166-1 alpha-2code standard of the International Organization for Standardization.

3. The offer for the telematic sale is drawn up and encrypted using software created by the Ministry, in the form of an electronic document without macros and in compliance with the technical specifications referred to in Article 26 of this decree. The software referred to in the previous paragraph is made available to interested parties by the telematic sale manager and must automatically provide the data referred to in paragraph 1, letters b), c), d), e), f) and g), as well as the references of the certified electronic mail service providers for the telematic sale registered pursuant to article 13, paragraph 4.

4. The offer is transmitted via the certified email mailbox for the telematic sale. The transmission replaces the advanced electronic signature of the offer, provided that sending has taken place by requesting the complete receipt of delivery referred to in Article 6, paragraph 4 of the Presidential Decree, 11 February 2005, No.68 and that the certified email service provider certifies in the message or in an attachment that it has issued the access credentials in accordance with the provisions of Article 13, paragraphs 2 and 3. When the offer is made by more than one person, the power of attorney issued by the other bidders to the holder of the certified email mailbox for the telematic sale must be attached. The power of attorney is drawn up in the form of a public deed or an authenticated private document and can also be attached as an image copy.

5. The offer, when signed using a digital signature, can be sent via certified email mailbox even if it does not meet the requirements set out in Article 12, paragraph 1, letter n). Paragraph 4, third period, applies and the power of attorney is issued to the person who signed the offer pursuant to this paragraph.

6. The documents are attached to the offer in the form of an electronic document or electronic copy, including image, without macros. The attached documents are encrypted using the

software referred to in paragraph 3. The methods of linking the offer to the attached documents using IT tools are established by the technical specifications referred to in Article 26.

Art. 13 Methods of transmitting the offer

1. The offer and the attached documents are sent to a specific certified email address of the Ministry via the certified email mailbox indicated pursuant to Article 12, paragraph 1, letter n).
2. Each certified email message for the telematic sale contains, also in an attachment, the attestation of the certified email mailbox provider for the telematic sale that he has issued the credentials after identifying the applicant in accordance with these regulations.
3. When identification is carried out telematically, it may take place by transmitting to the manager referred to in paragraph 1 an electronic copy in image format, even if not signed with an electronic signature, of an analogue identity document of the applicant. The image copy is free of macros and has the formats provided for by the technical specifications established pursuant to Article 26. When the bidder does not have an identity document issued by one of the member states of the European Union, the image copy must be taken from the bidder's passport.
4. The person responsible for the automated information systems of the Ministry verifies, upon request of the providers referred to in paragraph 1, that the procedure envisaged for the issuing of access credentials complies with the provisions of this article and registers them in a specific public area of the Ministry's telematic services portal.

Art. 14 Deposit and transmission of the offer to the manager for the telematic sale

1. The offer is considered deposited when the complete receipt of delivery is generated by the certified email provider of the Ministry of Justice.
2. The offer received at the certified email address referred to in Article 13, paragraph 1, is automatically deciphered no earlier than one hundred and eighty and no later than one hundred and twenty minutes before the time set for the start of the sale procedure.
3. The software referred to in Article 12, paragraph 3, processes a further text document, free of restrictions for selection and copying operations, in one of the formats provided for by the technical specifications of Article 26. The document must contain the offer data, except that referred to in Article 12, paragraph 1, letters a), n) and o).
4. The offer and the document referred to in paragraph 2 are transmitted to the managers responsible for the respective sales in compliance with the deadline referred to in paragraph 1.

Art. 15 Failure of the IT services of the Ministry of Justice domain

1. The person responsible for the automated information systems of the ministry shall notify the telematic sales managers in advance of any planned cases of failure of the information systems of the ministry's domain. The managers will inform the interested parties by means of a notice published on their websites and will request that a similar notice be published by the subjects who manage the websites where the publicity referred to in Article 490 of the Code of Civil Procedure is carried. In the cases referred to in this paragraph, offers are made by fax to the fax number of the judicial office where the procedure is registered, indicated in the notices referred to in the previous notice. No earlier than the day before the start of the sales operations, the manager will withdraw the offers formulated pursuant to this paragraph from the judicial office.
2. In cases of failure of the information systems of the Ministry of Justice domain that are not planned or not notified pursuant to paragraph 1, the offer is considered deposited at the time when the acceptance receipt is generated by the sender's certified email provider. The manager is required to allow participation in the sales operations by the bidder who documents the timely submission of the offer in accordance with the previous notice.

The certified email address of the Ministry to which the file containing the telematic offer and attachments is sent is the following: offertapvp.dgsia@giustiziactert.it.

2. CONTENT OF THE OFFER

The offer must contain, in summary, also in addition to what is provided for by the aforementioned Decree, the following data with the specification that anything not provided for by the ministerial form must be indicated in a separate document to be attached, like all the others, to the telematic offer:

- a) the surname, name, place, date of birth, tax code or VAT number, domicile, marital status, and telephone number of the person to whom the property will be registered (it will not be possible to register the property to a person other than the one signing the offer). If the bidder is married on terms of joint ownership of property, the corresponding data of the spouse must also be indicated. If the bidder is a minor, the offer must be signed by the parents with the prior authorisation of the tutelary judge;
- b) when the offer is made by more than one person, the power of attorney issued by the other bidders to the holder of the certified email mailbox for the telematic sale must be attached. The power of attorney is drawn up in the form of a public deed or an authenticated private document and can also be attached as an image copy. The offer, when signed using a digital signature, can be sent via certified email mailbox;
- c) the identification data of the property for which the offer is made, the type and general case number of the proceedings of the Court of Teramo

d) the indication of the price offered, which cannot be, under penalty of invalidity of the offer, lower than the value assumed as the base price for participation in the auction as indicated above as single lot; the term of payment of the price and additional charges which in any case cannot exceed one hundred and twenty (120) days from the date of award (term subject to suspension during the holiday period); the amount paid as a deposit, with the date, time and CRO number of the relevant bank transfer, as well as the IBAN code of the current account from which the deposit was debited (bearing in mind that in the event that the so-called TRN code (or similar code) consisting of 30 alphanumeric characters is indicated as the transaction identification code in the payment confirmation, the CRO is normally identified by the 11 digits present starting from the 6th to the 16th character of the TRN). If it is not possible to enter letters or special characters on the web form, in order to avoid errors resulting from the calculation of character positioning - taking into account that each bank returns an internal reference code composed differently - it is possible to enter all the numbers that make up the TRN only;

e) explicit declaration of knowledge and acceptance: of what is set out in this notice of sale; of all the characteristics and obligations reported in the deed of origin 13.12.2012, drawn up by Notary Teresa De Rosa, Notary in Castellalto, Repertory No. 47346, Collection No. 20344; of all the characteristics and obligations recorded in the private deed of 10 March 2011 registered in Teramo on 12 December 2012 at No. 4052 series III A and of the deed drawn up by Notary Giovanni Battista Bracone on 24 February 2012, Repertory No. 124838 Collection No.38055 registered in Teramo on 23 March 2012 at No. 810 and transcribed in Teramo on 23 March 2012 at record No. 3476 and subsequent deed of confirmation, pursuant to article 46, paragraph 4 of Presidential Decree 380/2001, drawn up by Notary Teresa De Rosa, Notary in Castellalto, on 13/12/2012, Repertory No. 47343 Collection No. 20342; of the expert report signed by Avv. Fabrizio Biondi dated 14 October 2024; of the property for sale; of the state of the property, with express exemption of the Appointed Vendor, of the Insolvency Proceedings and its Bodies, from any related liability;

f) the addresses indicated in paragraphs 4 or 5 of art. 12 of the Decree of the Minister of Justice No. 32 of 26 February 2015 cited above and any mobile telephone number where the required notifications can be received, belonging to the bidder or his legal representative who made the deposit.

3. DOCUMENTS TO BE ATTACHED TO THE OFFER:

Also, in addition to what is provided for in the aforementioned Decree, the following must be attached, in the form of an electronic document or electronic copy, even in image form, without macros, written in Italian or, where originally compiled in another language, supplemented by a document containing a full translation, with self-certification of correspondence of the translation to the content of the original:

- accounting document of the transfer order certifying the payment of the deposit (necessary, for the protection of the bidder, to allow timely matching with the decrypted offer), of the identity document of the bidder and of the spouse sharing joint ownership of property; if the bidder is a

minor or incapacitated, a copy of the identity document and tax code also of the person acting on his behalf and of the relevant authorisation; if the spouse making the offer wishes to exclude the property from joint ownership, a copy of the declaration to this effect of the other spouse, authenticated by a public official.

- power of attorney issued by the other bidders (when the offer is made by more than one person) to the holder of the certified email mailbox for the telematic sale or to the person who signs the offer using a digital signature. The power of attorney is drawn up in the form of a public deed or an authenticated private document.
- special power of attorney or certified copy of the general power of attorney, in the event of an offer made through a legal representative, i.e. a lawyer;
- updated company register certificate of the company certifying the powers of the legal representative of the bidding legal person, dated no more than three months earlier, or a copy of the shareholders' resolution authorising a person internal to the company to participate in the sale in place of the legal representative and the original of the special power of attorney or certified copy of the general power of attorney issued by the latter certifying the powers of the internal delegated person;
- **declaration referred to in letter e) of the previous point 2.**

4. METHOD OF PAYING THE DEPOSIT:

Exclusively by bank transfer to the current account in the name of "Procedura, fallimentare R.M. Solar srl", opened at BdM Banca, IBAN: IT 68K0542415300000001000142, indicating in the reason for payment: "Fall. N 17/2017 rf", **ASTA LOTTO UNICO**";

The deposit set at 10% of the base value of the auction undertaking, must be paid (and the relative sum credited to the account of the procedure) - using telematic methods according to the provisions of art. 569 para IV Italian Civil Procedure - by 9 am on the day of the sale, under penalty of inadmissibility.

5. IRREVOCABILITY OF THE OFFER:

Except as provided in art. 571 of the Italian Code of Civil Procedure, an offer presented in a sale without auction is irrevocable. The award may be made to the highest bidder even if the bidder is not connected telematically on the day set for the sale;

6. PROCEDURE OF THE SALE:

The telematic envelopes will be opened, in the presence of the parties, their lawyers, registered creditors who have not attended, and co-owners against whom enforcement is not sought, on the day and at the time indicated above; any delays in the times indicated do not constitute a cause for

invalidity of the procedure or a reason for complaint by anyone; the Appointed Vendor, contact person for the sale procedure, having verified the conformity of the offers, will start the sale procedure; the bidders participate telematically by connecting to the portal of the manager of the sale, to which they have been invited to connect at least thirty minutes before the start of the procedure by message to the certified email address indicated in the offer, with an extract of the invitation sent to them via SMS; if more than one valid offer has been proposed for the purchase of the same property, a competition for the highest offer will be held and which will last until 3:00 p.m. of the following day. During the competition period, each participant may raise their offer, in compliance with the minimum amount established by the notice of sale under penalty of ineffectiveness; if increases are made in the last 10 minutes of the competition, the competition will be automatically extended for a further 10 minutes in order to allow other participants to make further offers and so on until no increases are made during the extension period. The final decision on the offers at the end of the procedure will take place within the day following its end, extended if this falls on a Saturday or public holiday to the first working day; the property will be awarded - provisionally - by the Appointed Vendor in charge of the procedure, thus giving rise to the sale, to whoever has made the highest offer, on the basis of the notifications given by the manager of the telematic sale. In the absence of raised offers, the Appointed Vendor in charge of the procedure will arrange the sale in favour of the highest bidder, unless the price offered is lower than the auction value established in the notice of sale. Deposits will be returned to unsuccessful bidders by bank transfer to the bank account from which it was sent.

7. TERMS FOR THE PAYMENT OF THE BALANCE OUTSTANDING:

In the event of being awarded, the deadline for the payment of the balance of the price and expenses will be that indicated in the offer by the successful bidder. In the event that a term longer than 120 days has been indicated, the balance of the price and expenses must be paid within 120 days.

8. OFFER FOR PERSON TO BE NAMED:

In the event that the legal representative, i.e. lawyer, has made the offer and has been awarded the bid for a person to be nominated, he/she must declare to the Appointed Vendor, within three days of the sale, the name of the person for whom he/she has made the offer, by depositing the original of the special notarised power of attorney, or an authenticated copy of the general power of attorney, issued no later than the sale itself, or by sending him/her via certified e-mail (PEC) a copy of the documentation in image format with a certificate of conformity.

9. APPLICATION FOR ASSIGNMENT CONDITIONAL ON NAMING OF A THIRD PARTY:

The buyer who has been assigned in favour of a third party must declare to the Appointed Vendor, within five days of the assignment order, the name of the third party in favour of whom the property must be transferred, depositing the third party's declaration of intent to take advantage of it, with signature authenticated by a public official and the documents proving any necessary powers and authorisations. Failing this, the transfer will be made in favour of the buyer. In any case, the

obligations arising from the submission of the assignment request are exclusively the responsibility of the buyer.

[B] REGULATIONS RELATING TO THE PAYMENT OF THE PRICE AND ANCILLARY CHARGES

1. except as provided for in sub-point 2), the balance of the award price (equal to the award price minus the deposit provided + legal charges and charges provided for in this notice) must be paid by bank transfer to the current account pertaining to the procedure within the deadline indicated in the offer, or, if a longer deadline has been indicated, within the maximum deadline of 120 days from the award date (subject to suspension over summer recess);
2. if the successful bidder intends to use a bank financing contract with a senior mortgage on the purchased property to pay the balance of the price, he must indicate, if possible, the lending bank in his application for participation; within the deadline set for payment of the balance of the price, the sums must be paid directly by the lending bank via bank transfer to the procedure account. In accordance with the provisions of art. 585, third paragraph of the Code of Civil Procedure, the Appointed Judge in charge of the procedure will insert the following wording in the transfer decree: "having noted that the payment of part of the price relating to the transfer of the asset which is the subject of this decree has taken place through the provision of the sum of by against the notarised mortgage contract of and that the lending and borrowing parties have expressed their consent to the registration of a senior mortgage to guarantee the repayment of the aforementioned finance leasing, it is hereby announced that, in accordance with the provisions of art. 585 of the Italian Code of Civil Procedure, the Land Registrar at the Property Information Service of the Revenue Agency is prohibited from transcribing this decree unless together with the registration of the mortgage referred to in the attached note".

In the event of revocation of the award, the sums paid will be returned directly to the lending bank without any additional costs for the procedure;

3. within the same deadline set for the payment of the balance of the price, the successful bidder is also required to pay the fiscal and tax charges resulting from the purchase of the property. If requested by the Appointed Vendor, he is obliged to advance such sums even before the 120 days set for the payment of the balance of the price. The total amount of such additional charges will be promptly notified by the Appointed Vendor following the award;

Within the same time-limit, the successful bidder, with a written declaration made in awareness of the civil and criminal liability envisaged for false or mendacious declarations, must provide the Appointed Vendor with the information required by art. 22 of Legislative Decree 231/2007;

Once the time-limit for payment of the balance of the price and delivery of the requested documentation has expired, the Appointed Vendor will deposit a specific certification relating to the exact and timely payment by the successful bidder of the expenses and

additional charges as well as the documents and certifications requested. The sums paid by the successful bidder for any reason will first be ascribed to the payment of additional charges and expenses and then to the payment of the balance of the price. Failure to pay the total amount due within the deadline (both as the balance outstanding of the price and as additional charges) will result in the forfeiture of the award and loss of the deposit.

Subsequently, following the timely and complete payment of all amounts due by the Successful Bidder and the acquisition of the information requested; the exercise of the right of early redemption pursuant to the finance leasing contract No. FF 1338059 of 13.12.2012 by Receivership 17/2017 of Court of Teramo; the stipulation of the relative Deed between the Receivership itself and Unicredit Leasing Spa for the transfer of the same system, the Appointed Vendor will deposit with the Appointed Judge a draft of the decree for the transfer of the entire Single Lot in favour of the Successful Bidder.

Procedure for change of party to the Gestore dei Servizi Energetici G.S.E. Spa Agreement by the sale of the system, as per the provisions, and available on the website, of G.S.E. Spa.

[C] REGULATIONS FOR THE ADVERTISING OF APPOINTED SALES

The required advertising formalities are as follows:

- a. The sales order, the notice of sale, a copy of the appraisal and the plans and the photographic documentation will be published on the Public Sales Portal of the Ministry of Justice. Publication on the Public Sales Portal must be carried out 60 days before the initial date set for the submission of telematic purchase offers;
- b. the sales order, the notice of sale and the appraisal report (including photographs and plans), must be included at least forty-five (45) days before the deadline for submitting purchase offers on the website www.astegiudiziarie.it, also as a provider of the services of the institutional website of the court, on which it must always be possible to consult all legal notices relating to the proceedings initiated by the office via the specific section on the website;
- c. publication on the Websites, at least forty-five (45) days before the deadline for the submission of purchase offers, of a notice containing in a concise description of the property for sale, the auction value and the minimum offer, as well as the indication that it is a forced sale exempt from the payment of additional fees or charges of any kind, and including links to the websites where all the other information necessary to participate in the sale will be available in detail (or alternatively indication of such sites);
- d. publication at least forty-five (45) days before the deadline for the submission of purchase offers - via the company Comunic'Arte, within the framework of the agreement in force with the Court of Teramo - in the local paper newspapers identified in the aforementioned agreement, of a notice containing a concise description of the property for sale, the auction value and the minimum offer and an indication of the websites where all the other information necessary for participating in the sale will be available in detail;

- e. Translation of the notice of sale in English
- f. Publication, via Aste Giudiziarie Inlinea S.p.a. in il sole 24 ore and Italia Oggi
- g. Multilingual translation of the notification on www.astegiudiziarie.it
- h. Publication of a listing on the international portal Gate-away.com (<https://www.gate-away.com/>) available in 10 language versions.
- i. Publication of a listing on the ORNE-MAKLER portal (<https://www.ohne-makler.net/>) and related portals for the German real estate market: Related portals: Immoexperten.de, Immowelt.de, Immonet.de.

HEREBY ANNOUNCES

- a. that the sale takes place in the state, in fact and under the law, in which the property is found (also in relation to the consolidated text referred to in the Presidential Decree of 6 June 2001, No.380) with all possible appurtenances, accessions, reasons and actions and positive and negative easements. The sale is by the lot and not by measurement. Any differences in measurement cannot give rise to any compensation, indemnity or price reduction.
- b. that the sale is not subject to the regulations concerning the guarantee for defects or lack of quality, nor can it be revoked for any reason. Consequently, the existence of any defects, lack of quality or nonconformity of the item sold, burdens of any kind including, for example, urban planning charges or charges deriving from the possible need to adapt systems for compliance with the laws in force, condominium fees not paid by the debtor, as well as any damage caused by earthquakes and/or calamitous events, not considered for any reason, even if concealed and in any case not highlighted in the appraisal, as well as any baselessness, regardless of the reason, of the legal action, transferred, against insurance company, cannot give rise to any compensation, indemnity or reduction in the price, as the valuation of the property has taken this into account;
- c. that for buildings erected in violation of urban planning and building regulations, the successful bidder may, where permitted, have recourse to the provisions of art.40 of Law 28 February 1985, No. 47 as amended and supplemented by art.46 of Presidential Decree 6 June 2001, No. 380, provided that he submits an application for retrospective planning permission within 120 days of notification of the transfer decree;
- d. that the property is sold free from mortgage registrations and from transcriptions of attachments and sequestration and insolvency judgement, which will be cancelled on the responsibility and at the expense of the procedure;
- e. the sale takes place without the seller's guarantee against any claims by third parties
- f. that participation in judicial sales does not exempt bidders from carrying out mortgage and land registry searches and from ascertaining the tax regime applicable to the purchase;

- g. for all matters not covered herein, the laws in force apply;
- h. that further information, including the details of the liable party of the proceedings, can be provided by the Receiver to anyone interested.
- i. that the submission of the offer implies knowledge of this notice, of the appraisals and of the other documents attached and, in any case, referred to, and constitutes acceptance of the conditions of sale

INFORMS

- that bidders can obtain clarification on the methods of participation in the telematic sale, as well as assistance in compiling and filing the offer, from the Appointed Vendor and the Receiver, and from the Manager in charge of the sale, the company, *Aste Giudiziarie Inlinea*, as indicated on the relevant portal.
- that visits to the compendium can be booked directly from the public sales portal at the following address: <https://portalevenditepubbliche.giustizia.it/>, subject to undertaking an obligation of confidentiality.
- that further and more detailed information can be obtained, together with the technician's report, attached documentation and other information, from:

The Receiver, dott. Mario Rossi with offices in Teramo, Via Bonolis, 17, Tel. 0861/246580, mobile 3480739816, email: dotttrossi54@yahoo.com; pec mario.rossi54@pec.commercialisti.it

The technical appraiser, Avv. Fabrizio Biondi with offices in Giulianova, Via XXIV Maggio, 27 Tel. 085.800.26.65, mobile 338.108.84.83, mail: fabrizio@studiolegaleappalti.it; PEC: fabrizio.biondi@pec-avvocatiteramo.it

Teramo, 14.11.2024

The Appointed Vendor

Avv. Fabrizio Silvani

(digitally signed)