

**TERMS AND CONDITIONS OF  
SUN INVESTMENT GROUP, UAB**

*(incorporated and existing under the laws of the Republic of Lithuania, registration No. 302662621)*

**FOR THE ISSUANCE UP TO EUR 5,000,000  
SECURED FIXED RATE BONDS WITH THE MATURITY UP TO 1 YEAR**

*The following is the text of the Terms and Conditions which will constitute terms and conditions of each Bond issued under these Terms and Conditions.*

## **1. Introduction**

**Terms and Conditions:** a private limited liability company Sun Investment Group, UAB (the "**Issuer**") has established these Terms and Conditions (the "**Terms and Conditions**") for the issuance of up to EUR 5,000,000 (five million euros) in aggregate principal amount of secured fixed rate bonds (the "**Bonds**") with the maturity up to 1 (one) year. Copies of the Terms and Conditions may be obtained from the Issuer at Gedimino ave. 44A-501, Vilnius, the Republic of Lithuania.

By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to these Terms and Conditions, and by acquiring Bonds each subsequent Bondholder confirms these Terms and Conditions.

## **2. Interpretation**

**Definitions:** In these Terms and Conditions the following expressions have the following meanings:

"**Business Day**" means a day on which banks in Vilnius are open for general business.

"**Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day.

"**Bondholder**" means the Person who's Bonds are registered on the Securities Account.

"**Compliance Certificate**" means a certificate, in form and substance reasonably satisfactory to the Trustee, signed by an authorised signatory of the Issuer certifying that (A) there was no breach of any undertakings set forth in Clause 10; (B) so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it.

"**CSDR**" means Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012 as amended.

"**Dealer**" means UAB FMĮ "Orion securities", registration No 122033915, registered address at Antano Tumėno str. 4, Vilnius, the Republic of Lithuania.

"**ESMA**" means the European Securities and Markets Authority, or such replacement or successor authority as may be appointed from time to time.

"**Financial Report of the Issuer**" means the audited annual consolidated and audited stand-alone financial statements of the Issuer and unaudited semi-annual consolidated and unaudited stand-alone interim financial statements of the Issuer. Consolidated financial statements will be prepared in accordance with the international financial reporting standards (**IFRS**) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time), and stand-alone financial statements will be prepared in accordance with the applicable law.

"**First North**" means the multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments) *First North* in Lithuania, administrated by the market operator Nasdaq Vilnius.

"**Group**" means the Company and its Subsidiaries collectively.

"**Interest**" means the interest on the Bonds calculated in accordance with Clause 5 (*Interest*) of these Terms and Conditions.

"**Interest Commencement Date**" means Issue Date of the Bonds.

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

**"Issuer"** means Sun Investment Group, UAB, registration No 302662621, registered at address Gedimino ave. 44A-501, Vilnius, the Republic of Lithuania.

**"Nasdaq CSD"** means the Issuer's central securities depository and registrar in respect of the Bonds from time to time; initially Nasdaq CSD SE, registration No 40003242879, address Valnu str. 1, Riga, the Republic of Latvia, which is regional Baltic central securities depository (CSD) with a business presence in the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia. Nasdaq CSD is licensed under the CSDR and authorised and supervised by the Bank of Latvia. Nasdaq CSD operates as the operator of the Lithuanian securities settlement system, which is governed by Lithuania law and notified to the ESMA in accordance with the Settlement Finality Directive 98/26/EC and provides central securities deposit services, clearance and settlement of securities transactions and maintenance of the dematerialised securities and their Bondholders in accordance with the applicable Lithuania legislation.

**"Nasdaq Vilnius"** means AB Nasdaq Vilnius, registration No 110057488, address Konstitucijos ave. 29, Vilnius, the Republic of Lithuania.

**"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, unincorporated organisation, contractual fund, government, or any agency or political subdivision thereof, or any other entity, whether or not having a separate legal personality.

**"Redemption Date"** means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 7 (*Redemption of the Bonds*).

**"Relevant Period"** means each period of 6 (six) or 12 (twelve) consecutive calendar months of the relevant Financial Report.

**"Securities Account"** means the account for dematerialised securities opened in the name of Bondholder with a financial institution which is a member of Nasdaq CSD.

**"Subsidiary"** means a legal entity in which the Issuer owns, directly or indirectly, 50% (fifty percent) + 1 (plus one) of the issued capital (shares) and voting rights.

**"Third-party"** means any other person or legal entity which is not Subsidiary of the Issuer and does not belong to the Group.

**"Trustee"** means the Bondholders' Trustee – UAB "AUDIFINA", a limited liability company, established and existing under the laws of the Republic of Lithuania, registration No 125921757, address at A. Juozapavičiaus str. 6, Vilnius, the Republic of Lithuania.

**"Trustee Agreement"** means the agreement entered into on or before the Issue Date between the Issuer and the Trustee, or any replacement Trustee agreement entered into after the Issue Date between the Issuer and the Trustee.

**Interpretation:** In these Terms and Conditions:

- (i) any reference to principal shall be deemed to include the redemption amount, any withheld amounts in respect of principal which may be payable under Clause 9 (*Taxation*), any premium payable in respect of a Bond and any other amount in the nature of principal payable pursuant to these Terms and Conditions;
- (i) any reference to interest shall be deemed to include any withheld amounts in respect of interest which may be payable under Clause 9 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Terms and Conditions;
- (ii) Unless a contrary indication appears, any reference in these Terms and Conditions to:
  - "assets" includes present and future properties, revenues and rights of every description;
  - any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
  - a "regulation" includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
  - a provision of law is a reference to that provision as amended or re-enacted; and
  - a time of day is a reference to Lithuanian local time.
- (iii) An Event of Default is continuing if it has not been remedied or waived.
- (iv) When ascertaining whether a limit or threshold specified in EUR has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against EUR

for the previous Business Day, as published by the European Central Bank on its website ([www.ecb.europa.eu](http://www.ecb.europa.eu)). If no such rate is available, the most recently published rate shall be used instead.

- (v) A notice shall be deemed to be sent by way of press release if it is made available to the public within Lithuania promptly and in a non-discriminatory manner.
- (vi) No delay or omission of the Trustee or of any Bondholder to exercise any right or remedy under these Terms and Conditions shall impair or operate as a waiver of any such right or remedy.

### **3. Denomination, Principal Amount, Issue Date, Maturity Date and Collateral**

#### **a) Denomination**

Denomination of each Bond is EUR 1,000 (one thousand euros) (the “**Nominal Amount**”).

#### **b) Aggregate Nominal Amount**

Under these Terms and Conditions for the issuance of Bonds the Issuer may issue Bonds up to an aggregate principal amount of EUR 5,000,000 (five million euros) (the “**Bonds**”).

#### **c) Issue Date**

29 November 2023.

#### **d) Maturity Date**

29 November 2024.

#### **e) Collateral:**

The Bonds will be secured by the *first rank pledge* of 100% shares of the paid-up share capital and voting rights of Issuer’s Subsidiaries in Italy:

- (i) SIG Project Italy 3 S.r.l., registration No. 05555130284, registered at the address Largo degli Obizzi n.19/5, sotto, Albignasego (the “**Pledged Subsidiary 1**”),
- (ii) SIG Project Italy 4 S.r.l., registration No. 05555140283, registered at the address Largo degli Obizzi n.19/5, sotto, Albignasego (the “**Pledged Subsidiary 2**”), and
- (iii) SIG project Italy 5 S.r.l., (registration No. 05555230282, registered at the address Largo degli Obizzi n.19/5, sotto, Albignasego (the “**Pledged Subsidiary 3**”).

The Pledged Subsidiary 1, the Pledged Subsidiary 2 and the Pledged Subsidiary 3 together – the “**Pledged Subsidiaries**”). The Issuer will provide Collateral not later than on Issue Date.

### **4. Title, Status of the Bonds, Transfer and Underwriting**

#### **a) Title to Bonds**

The title to the Bonds will pass to the relevant investors when the respective entries regarding the ownership of the Bonds are made in their Securities Accounts.

#### **b) Status of the Bonds**

The Bonds constitute direct, secured, unconditional, and unsubordinated obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future secured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

#### **c) Transfers of Bonds**

The Bonds are freely transferrable. Bonds subscribed and paid for shall be entered to the respective book-entry Securities Accounts of the subscriber(s) in accordance with the Lithuanian legislation governing the book-entry system and book-entry accounts as well as the Nasdaq CSD Rules.

#### **d) No charge**

The transfer of a Bond will be effected without charge by or on behalf of the Issuer. However, the investors may be obliged to cover expenses which are related to the opening of Securities Accounts with credit institutions or investment brokerage firms, as well as commissions which are charged by the credit institutions or investment brokerage firms in relation to the execution of the investor’s purchase or selling orders of the

Bonds, the holding of the Bonds or any other operations in relation to the Bonds. The Issuer and or the Dealer will not compensate the Bondholders for any such expenses.

**e) Underwriting**

None of the Bonds will be underwritten.

**5. Interest**

**a) Interest Rate**

13% per annum.

**b) Interest Payment Date(s)**

29 May and 29 November.

**c) Accrual of interest**

Interest shall accrue for each interest period from and including the first day of the interest period to (but excluding) the last day of the interest period on the principal amount of Bonds outstanding from time to time. The first interest period commences on the Issue Date and ends on the first Interest Payment Date (the "**First Interest Period**"). Each consecutive interest period begins on the previous Interest Payment Date and ends on the following Interest Payment Date. The last interest period ends on the Maturity Date.

The interest is paid semi-annually and the interest payment on Interest Payment Date is determined according to the Day Count Convention Act/Act (ICMA). According to this method, Interest is calculated based on the actual number of days in the time period for which interest is paid, divided by the actual number of days in the year.

When interest is required to be calculated in respect of a period of less than a full year other than in respect of the First Interest Period, it shall be calculated on the basis of (a) the actual number of days in the period from and including the date from which interest begins to accrue (the "**Accrual Date**") but excluding the date on which it falls due, divided by (b) the actual number of days from and including the Accrual Date, but excluding the next following Interest Payment Date.

**6. Payments to the Bondholders**

**a) Payments**

Payments of principal amounts (including on the final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in Nasdaq CSD on the 3<sup>rd</sup> (third) Business Day preceding the due date for such payment, and payments of interest (including any other final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in Nasdaq CSD on the 3<sup>th</sup> (third) Business Day preceding the due date for such payment (the "**Record Date**"). Payment of amounts due on the final redemption of the Bonds will be made simultaneously with deletion of the Bonds. The Bondholders shall not be required to provide any requests to redeem the Bonds, as upon Maturity Date of the Bonds, the Nominal Amount thereof with the cumulative interest accrued shall be transferred to the accounts indicated by the Bondholders without separate requests/requirements of the Bondholders. As of that moment the Issuer shall be deemed to have fully executed the obligations, related to the Bonds and their redemption, disregarding the fact, whether the Bondholder actually accepts the funds or not.

**b) Payments subject to fiscal laws**

All payments in respect of the Bonds are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Clause 9 (*Taxation*). No commissions or expenses shall be charged to the Bondholders in respect of such payments by the Issuer except for taxes applicable under Lithuania law. However, the investors may be obliged to cover commissions and/or other expenses, which are charged by the credit institutions or investment brokerage firms in relation to such payments. The Issuer and/or the Dealer will not compensate the Bondholders for any such expenses.

**c) Payments on Business Days**

If any date for payment in respect of any Bond or Interest is not a Business Day, the Bondholder shall not be entitled to payment until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

## 7. Redemption of the Bonds

### a) **Scheduled redemption at the Maturity Date**

Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their Nominal Amount together with accrued but unpaid Interest on the Maturity Date, subject as provided in Clause 6 (*Payments to the Bondholders*).

### b) **De-listing Event or Listing Failure Put Option**

If at any time while any Bond remains outstanding, there occurs (A) a **De-listing Event** (as defined below), or (B) a **Listing Failure** (as defined below), each Bondholder will have the option (the "**De-listing Event or Listing Failure Put Option**") to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Bonds, on the **De-listing Event or Listing Failure Put Date** (as defined below) at a price per Bond equal to 102.00 (one hundred and two) per cent of the Nominal Amount together with interest accrued to, but excluding, the De-listing Event or Listing Failure Put Date.

Where:

A "**De-listing Event**" shall be deemed to have occurred if at any time following the listing of the Bonds, trading in the Bonds on First North is suspended for a period of 15 (fifteen) consecutive Business Days (when First North is at the same time open for trading).

A "**Listing Failure**" shall be deemed to have occurred if the Bonds issued under these Terms and Conditions are not listed on the First North within 3 (three) months after the Issue Date.

Promptly upon the Issuer becoming aware that a De-listing Event or Listing Failure has occurred, the Issuer shall give notice (a "**De-listing Event or Listing Failure Notice**") to the Bondholders in accordance with Clause 14 (*Notices*) specifying the nature of the De-listing Event or Listing Failure and the circumstances giving rise to it and the procedure for exercising the De-listing Event or Listing Failure Put Option contained in this Clause 7 (*De-listing Event or Listing Failure Put Option*).

To exercise the De-listing Event or Listing Failure Put Option, the Bondholder must notify the Issuer at any time falling within the period of 30 (thirty) days after a De-listing Event or Listing Failure Notice is given (the "**De-listing Event or Listing Failure Put Period**"), accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Issuer within the De-listing Event or Listing Failure Period (a "**De-listing Event or Listing Failure Notice**"). Payment in respect of any Bonds will be made on the date which is the 5<sup>th</sup> (fifth) Business Day following the expiration of the De-listing Event or Listing Failure Put Period (the "**De-listing Event or Listing Failure Put Date**"). A De-listing Event or Listing Failure Put Exercise Notice, once given, shall be irrevocable.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Bondholder may incur as a result of or in connection with such Bondholder's exercise or purported exercise of, or otherwise in connection with, any De-listing Event or Listing Failure Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

If 75 (seventy-five) percent or more in principal amount of the Bonds have been redeemed pursuant to this Clause 7 (*De-listing Event or Listing Failure Put Option*), the Issuer may, on not less than 30 (thirty) but not more than sixty (60) calendar days' irrevocable notice to the Bondholders in accordance with Clause 14 (*Notices*) given within 30 (thirty) days after the De-listing Event or Listing Failure Put Date, redeem on a date to be specified in such notice at its option, all (but not some only) of the remaining Bonds at a price per Bond equal to 102.00 (one hundred and two) per cent. Of the Nominal Amount, together with interest accrued to, but excluding, the Redemption Date.

The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 7 (*De-listing Event or Listing Failure Put Option*), if a third party in connection with the occurrence of a De-listing Event or Listing Failure, as applicable, offers to purchase the Bonds in the manner and on the terms set out in this Clause 7 (*De-listing Event or Listing Failure Put Option*) (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 7 (*De-listing Event or Listing Failure Put Option*), the Issuer shall repurchase any such Bonds within 5 (five) Business Days after the expiry of the time limit.

### c) **Purchase**

The Issuer may at any time purchase Bonds in the open market or otherwise and at any price. Such Bonds may be held, resold or surrendered by the purchaser through the Issuer for cancellation. Bonds held by or for the account of the Issuer for their own account will not carry the right to vote at the Bondholders' meetings or within procedure in writing and will not be taken into account in determining how many Bonds are outstanding for the purposes of these Terms and Conditions of the Bonds.

## 8. Use of Proceeds

The net proceeds from the issue of the Bonds will be used to finance the Group's working capital and further project portfolio development costs.

## 9. Taxation

**Gross up:** All interest payments in the case of the Bonds by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Lithuania or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, in respect of interest, the Issuer shall pay such additional amounts as will result in receipt by the Bondholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Bond.

In that event, in respect of interest, the Issuer shall pay such additional amounts as will result held by or on behalf of a Bondholder which is liable to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of it having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Bond.

**Taxing jurisdiction:** If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Lithuania, references in these Terms and Conditions to the Republic of Lithuania shall be construed as references to the Republic of Lithuania and/or such other jurisdiction.

## 10. Special Undertakings

As long as any Bonds remains outstanding, the Issuer undertakes to comply with the special undertakings set forth in this Clause.

### a) Limits on dividends

The Issuer shall not, as long as the Bonds are not redeemed in full, make any payment of Distribution.

Where:

A "Distribution" over the Issuer shall mean any (i) payment of dividend on shares, (ii) repurchase of own shares, (iii) redemption of share capital or other restricted equity with repayment to Issuer's shareholders, or (iv) any other similar distribution or transfers of value to the direct and/or indirect shareholders of the Issuer without mutual consideration.

### b) Restrictions on disposals of assets of Pledged Subsidiary

The Issuer shall procure that, as long as the Bonds are not redeemed in full, the Pledged Subsidiary shall not i) sell or otherwise dispose of all or substantially all of its assets or operations to any person, ii) incur, create or permit to subsist any security over all or any of its present or future assets or revenues or rights or enter into arrangements having a similar effect.

### c) Financial Indebtedness restrictions on Pledged Subsidiary

The Issuer shall ensure, as long as the Bonds are not redeemed in full, that the Pledged Subsidiary shall not incur, create or permit to subsist any Financial Indebtedness other than i) Existing Indebtedness and ii) Financial Indebtedness from the Group if funding is used to develop the solar park projects.

Where:

A "Financial Indebtedness" shall mean any indebtedness as defined in accordance with the accounting principles in respect of:

- (i) monies borrowed or raised, including Market Loans;
- (ii) the amount of any liability in respect of any leases, to the extent the arrangement is or would have been treated as lease in accordance with the accounting principles;
- (iii) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the accounting principles are met);

- (iv) any amount raised under any other transaction having the commercial effect of a borrowing (including forward sale or purchase arrangements);
- (v) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account);
- (vi) any counter-indemnity obligation in respect of a guarantee, indemnity, note, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (vii) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (i) to (vi).

For the avoidance of doubt, deferred tax liability shall not be treated as Financial Indebtedness.

An "**Existing Indebtedness**" shall mean Financial Indebtedness of the Issuer in existence as of the issuance of Bonds under these Terms and Conditions, with no right to increase, extend or renew the maturity.

**d) Change of Control Event over Key Subsidiaries**

The Issuer shall ensure, as long as the Bonds are not redeemed in full, that the Issuer shall own, directly or indirectly, 50% (fifty per cent) + 1 (plus one) share of the paid-up share capital of the following Subsidiaries:

- i) Eternia Solar LT, UAB (registration No. 304521263),
- ii) Sun Investment Development PL Sp. z o. o. (registration No. 0000646954),
- iii) Sig AssetCo, UAB (registration No. 305925508),
- iv) UAB "SIG Poland 3" (registration No. 305515402),
- v) SIG Poland 4, UAB (registration No. 305863711), and
- vi) SIG development Italy S.R.L. (registration No. PD - 461562),

unless such change of control constitutes a Permitted Control Change.

Where:

A "**Permitted Control Change**" means the transfer of shares in Subsidiaries UAB "SIG Poland 3" (registration No. 305515402), SIG Poland 4, UAB (registration No. 305863711) and Sig AssetCo, UAB (registration No. 305925508), as a result of enforcement process under the Current Shares Pledge Agreements.

The "**Current Shares Pledge Agreements**" means:

- (i) shares of SIG Poland 4, UAB are pledged under the following pledge agreements: a) Maximum contractual pledge agreement signed on 9 February 2023, Notarial register No. JŠ-1634 and all amendments to the pledge agreement; b) Contractual pledge signed on 29 March 2022, Notarial register No. JŠ-3697 and all amendments to the contractual pledge; and c) Contractual pledge signed on 27 June 2022, Notarial register No. JŠ-6933 and all amendments to the contractual pledge;
- (ii) shares of UAB "SIG Poland 3" are pledged under the following pledge agreement: Maximum contractual pledge agreement signed on 13 January 2022, Notarial register No. JŠ-347 and all amendments to the pledge agreement; and
- (iii) shares of Sig AssetCo, UAB are pledged under the following pledge agreement: Maximum conditional contractual pledge agreement signed on 1 December 2022, Notarial register No. JŠ-12650.

**e) Financial reporting**

The Issuer shall:

- (i) prepare annual audited consolidated and annual audited stand-alone Financial Reports of the Issuer and publish them on the Issuer's website [www.suninvestmentgroup.com](http://www.suninvestmentgroup.com) not later than in 4 (four) months after the expiry of each financial year;
- (ii) prepare semi-annual interim unaudited consolidated and semi-annual interim unaudited stand-alone Financial Reports of the Issuer and publish them on the Issuer's website [www.suninvestmentgroup.com](http://www.suninvestmentgroup.com) not later than in 3 (three) months after the expiry of relevant interim period;

- (iii) prepare and make available a Compliance Certificate to the Trustee (i) when the Issuer's Financial Reports are made available, and (ii) at the Trustee's reasonable request, within 20 (twenty) calendar days from such request;
- (iv) in addition to (i)-(iii) above, prepare the Financial Reports and publish them together with Compliance Certificate in accordance with the rules and regulations of Nasdaq Vilnius and the applicable laws upon listing of the Bonds on *First North*.

#### **f) General warranties and undertakings**

The Issuer warrants to the Bondholders and the Trustee at the date of these Terms and Conditions and for as long as any of the Bonds are outstanding that:

- (i) the Issuer is a duly registered company operating in compliance with the laws of Lithuania.
- (ii) all the Issuer's obligations assumed under the Terms and Conditions are valid and legally binding to the Issuer and performance of these obligations is not contrary to law or the fund rules of the Issuer;
- (iii) the Issuer has all the rights and sufficient authorizations to, and the Issuer has performed all the formalities required for issuing the Bonds;
- (iv) all information that is provided by the Issuer to the Trustee or the Bondholders is true, accurate, complete and correct as of the date of presenting the respective information and is not misleading in any respect;
- (v) the Issuer is solvent, able to pay its debts as they fall due, there are no liquidation or insolvency proceedings pending or initiated against the Issuer;
- (vi) there are no legal or arbitration proceedings pending or initiated against the Issuer which may have, or have had significant effects on the Issuer's financial position or profitability; and
- (vii) there are no criminal proceedings pending or initiated against the Issuer.

### **11. Events of Default**

If any of the following events (the "**Events of Default**") (as defined below) occurs, the Issuer shall redeem the Bonds at their outstanding principal amount together with the accrued interest, but without any premium or penalty on the 10th (tenth) Business Day after the occurrence of an Event of Default (the "**Early Repayment Date**"). Interest on such Bonds accrues until the Early Repayment Date (excluding the Early Repayment Date).

The Issuer shall notify the Bondholders and the Trustee about the occurrence of an Event of Default (and the steps, if any, taken to remedy it) immediately and without any delay upon becoming aware of its occurrence i) by way of notification on material event about the occurrence of an Event of Default, and ii) in accordance with Clause 14 (*Notices*).

Each of the following events shall constitute an Event of Default:

- (i) **Non-payment:** the Issuer fails to pay more than 20 (twenty) Business days any amount of interest in respect of the Bonds on the due date for payment thereof except for cases where payment is not made due to *force majeure* circumstances.
- (ii) **Breach of Collateral:** the Issuer fails to provide Collateral as set out under Clause 3(e).
- (iii) **Breach of Special Undertakings:** the Issuer does not comply with any of the obligations as set out under Clause 10(b) or Clause 10(d).
- (iv) **Breach of other obligations:** the Issuer does not comply with any of the obligations as set out under Clause 10 (excluding obligations under Clause 10(b) and Clause 10(d)), and it is not remedied within 30 (thirty) calendar days of the earlier of the Trustee giving notice or the Issuer should have become aware of the non-compliance.
- (v) **Liquidation:** An effective resolution is passed for the liquidation of the Issuer or any of its Subsidiaries other than, in case of a Subsidiary: (i) pursuant to an amalgamation, reorganization or restructuring in each case within the Group, or (ii) as a result of the cessation of the respective business required by any specific EU regulations or laws of the Republic of Lithuania or of other country, the laws of which are applicable to the respective Subsidiary or decisions of any regulatory authority in relation to the operation of the Company or any of its Subsidiaries and it does not materially affect the Issuer's ability



to fulfil its obligations with regard to the Bonds, or (iii) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting.

- (vi) **Insolvency:** The Issuer or any of its Subsidiaries is declared insolvent or bankrupt by a court of competent jurisdictions or admits inability to pay its debts or the Issuer or any of its Subsidiaries enters into any arrangement with majority of its creditors by value in relation to restructuring of its debts or any meeting is convened to consider a proposal for such arrangement.
- (vii) **Insolvency proceedings:** Any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 (thirty) calendar days of commencement or, if earlier, the date on which it is advertised) in relation to:
  - i. winding-up, dissolution, administration, insolvency or legal protection proceedings (in and out of court) (in Lithuanian: *nemokumas, likvidavimas, bankrotas, restruktūrizavimas*) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer or any of its Subsidiaries;
  - ii. the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer in respect of the Issuer or any of its Subsidiaries or any of its assets; or
  - iii. any analogous procedure or step is taken in any jurisdiction in respect of the Issuer or any of its Subsidiaries.
- (viii) **Impossibility or illegality:** It is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of these Terms and Conditions or if the obligations under these Terms and Conditions are not, or cease to be, legal, valid, binding and enforceable.

If the Issuer is declared insolvent, the Trustee shall represent the Bondholders in all legal proceedings and take every reasonable measure necessary to recover the amounts outstanding under the Bonds. The Issuer shall notify the Trustee about being declared insolvent in accordance with Clause 14 (*Notices*) promptly upon becoming aware of this occurrence. In such a case, all payments by the Issuer relating to the Bonds shall be transferred to the Trustee, or to someone appointed by the Trustee, and shall constitute escrow funds and must be held on a separate interest-bearing account on behalf of the Bondholders. The Trustee shall arrange for payments of such funds in the following order of priority as soon as reasonably practicable:

- (i) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Trustee, (ii) other costs, expenses and indemnities relating to the protection of the Bondholders' rights, (iii) any non-reimbursed costs incurred by the Trustee for external experts, and (iv) any non-reimbursed costs and expenses incurred by the Trustee in relation to a Bondholders' meeting;
- (ii) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- (iii) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and
- (iv) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under these Terms and Conditions.

If the Trustee makes any payment under this Clause, the Trustee, as applicable, shall notify the Bondholders of any such payment at least 5 (five) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid.

## 12. Right to Act on Behalf of a Bondholder

If any Person other than a Bondholder wishes to exercise any rights under these Terms and Conditions, it must obtain a power of attorney (or, if applicable, a coherent chain of powers of attorney), a certificate from the authorised nominee or other sufficient proof of authorisation for such Person.

A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under these Terms and Conditions in relation to the Bonds for which such representative is entitled to represent the Bondholder.

The Trustee shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to this Clause 12 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face.

## 13. Trustee and Bondholders' Meetings

The Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania (the "**Law on Protection of Interests of Bondholders**") is applicable to the Bonds, issued under these Terms and Conditions. As a result, the Bondholders shall be represented by the Trustee pursuant to the Law on Protection of Interests of Bondholders and the Trustee shall have all the rights and obligations, indicated in the Law on Protection of Interests of Bondholders and in the respective agreement concluded between the Trustee and the Issuer. When acting pursuant to these Terms and Conditions, the Trustee is always acting with binding effect on behalf of the Bondholders.

In addition, the Trustee shall (i) review each Compliance Certificate delivered to it to determine that it meets the requirements set out in these Terms and Conditions and as otherwise agreed between the Issuer and the Trustee, (ii) check that the information in the Compliance Certificate is correctly extracted from the Financial Reports delivered pursuant to Clause 10(e) or other relevant documents supplied together with the Compliance Certificate. The Issuer shall promptly upon request provide the Trustee with such information as the Trustee reasonably considers necessary for the purpose of being able to comply with this clause.

Bondholders Meetings will be organised pursuant to the Law on Protection of Interests of Bondholders and Bondholders' Meeting decisions are binding on all Bondholders.

#### **14. Notices**

Bondholders shall be advised of matters relating to the Bonds by a notice published in English and Lithuanian:

- (i) published on the Issuer's website at [www.suninvestmentgroup.com](http://www.suninvestmentgroup.com);
- (ii) as well as on [www.nasdaqbaltic.com](http://www.nasdaqbaltic.com) and in Central Regulated Information Base ([www.crib.lt](http://www.crib.lt)) upon listing.

Any such notice shall be deemed to have been received by the Bondholders when sent or published in the manner specified in this Clause 14.

#### **15. Minor modifications**

Terms and Conditions may be amended by the Issuer without the consent of the Bondholders to correct a manifest error or to comply with mandatory provision of the applicable law. In addition, the Issuer shall have a right to amend the technical procedures relating to the Bonds in respect of payments or other similar matters without the consent of the Bondholders, if such amendments are not prejudicial to the interests of the Bondholders. Corresponding information shall be sent to the Bondholders in accordance with Clause 14 *Notices*.

#### **16. Bonds in Book-Entry Form**

The Bonds shall be issued as registered book-entry (dematerialised) securities as entries within Nasdaq CSD, thus, the Bonds exist as an electronic entry in a securities account with Nasdaq CSD. Only persons holding the Bonds directly or indirectly (e.g., through omnibus accounts maintained by investment firms) with Nasdaq CSD will be considered by the Issuer as the Bondholders of such Bonds.

#### **17. Governing Law and Jurisdiction**

##### **a) Governing law**

These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

##### **b) Courts of the Republic of Lithuania**

Any dispute or claim arising out of or in relation to these Terms and Conditions, including any non-contractual obligation arising out of or in connection with the Bonds, shall be finally settled by the courts of the Republic of Lithuania.

#### **18. Listing and Admission to Trading**

Application will be made for Bonds issued under these Terms and Conditions to be admitted during the period of 3 (three) months after the date hereof to listing and trading on the First North of Nasdaq Vilnius.