

**IMPORTANT: You must read the following before continuing. The following applies to the Base Prospectus (the "Base Prospectus") following this page, and you are therefore required to read this carefully before reading, accessing or making any other use of the Base Prospectus. In accessing the Base Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.**

**THE BASE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED OTHER THAN AS PROVIDED BELOW AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. THE BASE PROSPECTUS MAY ONLY BE DISTRIBUTED OUTSIDE THE UNITED STATES TO PERSONS THAT ARE NOT U.S. PERSONS AS DEFINED IN REGULATIONS UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED ("THE SECURITIES ACT"). ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE BASE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.**

**NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. THE SECURITIES DESCRIBED IN THE BASE PROSPECTUS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.**

**Confirmation of your Representation: In order to be eligible to view the Base Prospectus or make an investment decision with respect to the securities described in the Base Prospectus, you must be a person other than a U.S. person (within the meaning of Regulation S under the Securities Act) who is outside the United States. By accepting the email and accessing the Base Prospectus, you shall be deemed to represent that you are not, and that any customer represented by you is not, a U.S. person; the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the U.S., its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any State of the United States or the District of Columbia; and that you consent to delivery of the Base Prospectus by electronic transmission.**

**You are reminded that the Base Prospectus has been delivered to you on the basis that you are a person into whose possession the Base Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located, and you may not, nor are you authorised to, deliver the Base Prospectus to any other person.**

**Any materials relating to the potential offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the potential offering be made by a licensed broker or dealer and any underwriter or any affiliate of any underwriter is a licensed broker or dealer in that jurisdiction, any offering shall be deemed to be made by the underwriter or such affiliate on behalf of the Issuer in such jurisdiction.**

**The Base Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently no responsibility whatsoever will be accepted in respect of any difference between the Base Prospectus distributed to you in electronic format and a hard copy version that may be made available to you.**



**CLOSED – END INVESTMENT COMPANY INTENDED FOR INFORMED INVESTORS  
UAB “ATSINAUJINANČIOS ENERGETIKOS INVESTICIJOS”**

*(a private limited liability company incorporated and existing under the laws of the Republic of Lithuania, company code 304213372)*

**EUR 50,000,000**

**Unsecured Fixed Rate Note Programme**

Under this EUR 50,000,000 Euro Unsecured Fixed Rate Note Programme (the "**Programme**"), described in this base prospectus (the "**Base Prospectus**" or the "**Prospectus**"), Closed – End Investment Company Intended for Informed Investors UAB “Atsinaujinančios energetikos investicijos” (the "**Company**" or the "**Issuer**") may from time to time issue unsecured fixed rate notes (the "**Notes**") denominated in Euro. It should be noted that the Programme was authorised by the resolution of the general meeting of shareholders of the Issuer, dated 19 August 2025. In addition to that, the Programme described in this Base Prospectus is a new Programme and additional to the programme under the base prospectus, dated 27 May 2025, specifically directed at retail investors in Lithuania, Latvia and Estonia. Thus, the Notes may be issued under this new Programme as well as under the indicated programme under the base prospectus, dated 27 May 2025.

This Base Prospectus has been approved by the Bank of Lithuania (the "**BoL**"), which is the Lithuanian competent authority under Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"), as a base prospectus issued in compliance with the Prospectus Regulation for the purpose of giving information with regard to the Notes which are to be offered publicly in the Republic of Lithuania, Republic of Latvia and Republic of Estonia (the "**Offering**") and admitted (the "**Admission**") to trading on the regulated market (the "**Regulated Market**") of Nasdaq Vilnius AB (the "**Nasdaq Vilnius**") within the period of twelve months after the date hereof. The BoL has also notified the approval of the Prospectus to the Bank of Latvia (in Latvian: *Latvijas Banka*) and to the Estonian Financial Supervision Authority (in Estonian: *Finantsinspekcioon*). The BoL has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of the Notes that are the subject of the Base Prospectus. Investors have to make their own assessment as to the suitability of investing in the Notes. Such approval of the BoL relates only to Notes which are to be offered and admitted to trading on the Regulated Market of Nasdaq Vilnius within twelve months after the date hereof.

This Base Prospectus should be read and constructed together with any supplements hereto (if any) and any other documents attached herein and, in relation to any series (the "**Series**") and tranche of Bonds issue (the "**Tranche**"), with the Final Terms of the relevant Series and Tranche (the "**Final Terms**"), as applicable. The issue-specific summary shall be annexed to the Final Terms of each of the Series and Tranche and shall be announced in the same order as the Prospectus and provided to the BoL together with the Final Terms.

Application(-s) will be made during the period of 30 business days after the date of issue of the Notes of the respective Tranche issued under the Programme to be admitted to listing on the bond list (the "**Bond List**") of Nasdaq Vilnius and to trading on the Regulated Market of Nasdaq Vilnius. The Regulated Market of Nasdaq Vilnius is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments (as amended, "**MiFID II**").

The Notes being offered and sold under this Base Prospectus will be registered within Lithuanian branch of Nasdaq CSD, SE ("**Nasdaq CSD**") (the merged central securities depository of Lithuania, Latvia, Estonia and Iceland). Noteholders will be able to hold the Notes through Nasdaq CSD participants, such as investment firms and custodian banks operating in Lithuania.

The Base Prospectus has been drawn up as a simplified prospectus in accordance with Article 14 of the Prospectus Regulation, Articles 9 and 17 of the Commission Delegated Regulation (EU) 2019/980, as amended from time to time (the "**Delegated Regulation**") and in accordance with Annex 8 (Registration document for secondary issuances of non-equity securities) and Annex 16 (Securities note for secondary issuances of non-equity securities) of the Delegated Regulation.

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 (twelve) months from its date in relation to Notes which are to be offered and admitted to trading on a Regulated Market of Nasdaq Vilnius. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistakes or material inaccuracies does not apply when this Base Prospectus is no longer valid.

The Issuer has been rated B- by Scope Ratings GmbH ("**Scope**"). In addition to that, the senior unsecured debt rating of the Issuer has been rated B by Scope. Scope is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). As such Scope is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation.

**An Issuer's or debt rating is not a recommendation to buy, sell or hold its securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

Neither this Base Prospectus, nor any Final Terms constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction. Furthermore, the distribution of this Base Prospectus and/or any Final Terms in certain jurisdictions may be restricted by law. Thus, persons in

possession of this Base Prospectus and/or any Final Terms are required to inform themselves about and to observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Notes have not been and will not be, registered under the U.S. Securities Act 1933 (as amended) (the “**Securities Act**”), or with any securities regulatory authority of any state of the United States. This Base Prospectus and the Final Terms are not to be distributed to the United States or in any other jurisdiction where it would be unlawful. The Notes may not be offered, sold, pledged or otherwise transferred, directly or indirectly, within the United States or to, for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (the “**Regulation S**”)), except to a person who is not a U.S. Person (as defined in Regulation S) in an offshore transaction pursuant to Regulation S.

*Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations under the Notes are discussed under "Risk Factors" below.*

*Arranger and Dealer*  
**UAB FMI “Orion securities”**

**Base Prospectus dated 25 August 2025**

## IMPORTANT NOTICES

### Responsibility for this Base Prospectus

The Issuer accepts responsibility for the information contained in this Base Prospectus and any Final Terms. To the best of the knowledge and belief of the Issuer, Mr Mantas Auruškevičius (manager of the Issuer), the information contained in this Prospectus is in accordance with the facts and the Base Prospectus contains no omissions likely to affect its import.

### Final Terms

Each Tranche of Notes will be issued on the terms set out herein under "*General Terms and Conditions of the Notes*" (the "**Terms and Conditions**") as completed by a document specific to each such Tranche called final terms (the "**Final Terms**") as described under "*Final Terms*" below.

### Other relevant information

This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein, including any future financial information (see section entitled "Information Incorporated by Reference") and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

The Issuer has confirmed to the Dealer named under "*Subscription and Sale*" below that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

Any information sourced from third parties contained in this Base Prospectus has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of the investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

### Unauthorised information

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given

or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

Neither the Dealer nor any of its respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or any responsibility for the acts or omissions of the Issuer or any other person (other than the relevant Dealer) in connection with the issue and offering of the Notes. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial position or performance of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

### **Restrictions on distribution**

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see *Subscription and Sale*. **In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States that is subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons (see *Subscription and Sale*).**

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealer or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer. The Dealer has not provided any financial or taxation advice in connection with the Programme or Notes issued thereunder.

**MIFID II PRODUCT GOVERNANCE / TARGET MARKET** – The Final Terms in respect of any Notes will include a legend entitled "**MiFID II Product Governance**" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under Commission Delegated Directive (EU) 2017/593, as amended (the "**MiFID Product Governance Rules**"), Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise the Arranger (the Dealer) or any of its respective affiliates will not be a manufacturer for the purpose of the MIFID Product Governance Rules.

### **Programme limit**

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed EUR 50,000,000.

### **Certain definitions**

In this Base Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area.

References to "**EUR**", "**€**" or "**euro**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended.

### **Language**

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

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## OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. This overview must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.

The overview constitutes a general description of the Programme for the purposes of Article 25(1)(b) of Delegated Regulation.

<b>Issuer:</b>	Closed – End Investment Company Intended for Informed Investors UAB “Atsinaujinančios energetikos investicijos”
<b>Legal Entity Identifier ("LEI") of the Issuer:</b>	98450011FE29FH8C7E10
<b>Programme Approval:</b>	The establishment of the Programme was authorised by the resolution of the general meeting of shareholders of the Issuer, dated 19 August 2025, and the Prospectus was approved by the decision of the Manager of the Issuer, dated 25 August 2025.
<b>Programme Amount:</b>	Up to € 50,000,00 aggregate nominal amount of Notes outstanding at any one time.
<b>Description:</b>	Unsecured Fixed Rate Notes Programme
<b>Risk Factors</b>	Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Notes are discussed under " <i>Risk Factors</i> " below.
<b>Arranger:</b>	UAB FMĮ “Orion securities” (the " <b>Arranger</b> ")
<b>Dealer:</b>	UAB FMĮ “Orion securities” (the " <b>Dealer</b> ")
<b>Trustee</b>	CSC (Sweden) AB (former name Intertrust (Sweden) AB), reg. no. 556625-5476, address Sveavägen 9, 111 57, Stockholm, Sweden. The Noteholders may receive the Trustee Agreement between the Issuer and the Trustee from the Trustee free of charge.  For the purposes of protection of Noteholder rights and interests the Law on Protection of the Interests of Owners of Bonds issued by Public and Private Companies of the Republic of Lithuania (in Lithuanian – <i>Lietuvos Respublikos akcinių bendrovių ir uždaryjū akcinių bendrovių obligacijų savininkų interesų gynimo įstatymas</i> ) is applicable to Notes issued under the Programme.
<b>Listing and Trading:</b>	Application(-s) will be made during the period of 30 business days after the date of issue of the respective Tranche of Notes under the Programme to be admitted to listing on the Bond List and to trading on the Regulated Market of Nasdaq Vilnius as soon as possible following their placement to the investors.
<b>Clearing Systems:</b>	The Lithuanian branch of Nasdaq CSD, SE (" <b>Nasdaq CSD</b> ") (the merged central securities depository of Lithuania, Latvia, Estonia and Iceland).
<b>Method of Issue:</b>	Notes will be issued in one Series. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be



	identical to the terms of other Tranches of the same Series) will be completed in the final terms (the " <b>Final Terms</b> ").
<b>Form of Notes:</b>	The Notes shall be issued in dematerialized form and book-entered with Nasdaq CSD. According to the Law on Markets in Financial Instruments of the Republic of Lithuania the book-entry and accounting of the dematerialized securities in the Republic of Lithuania, which will be admitted to trading on the Regulated Market of Nasdaq Vilnius, shall be made by Nasdaq CSD. Entity to be in charge of keeping the records will be the Issuer. The Notes shall be valid from the date of their registration until the date of their redemption. No physical certificates will be issued to the Investors. Principal and interest accrued will be credited to the Noteholders' accounts through Nasdaq CSD.
<b>Currency:</b>	Notes will be denominated in Euros.
<b>Status of Notes:</b>	Notes under the Programme will be issued as unsecured fixed rate Notes only. The Notes constitute senior, unsecured, unsubordinated, direct, general and unconditional obligations of the Issuer which will at all times rank <i>pari passu</i> among themselves and at least <i>pari passu</i> with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
<b>Final Terms:</b>	Notes issued under the Programme will be issued pursuant to this Base Prospectus and associated Final Terms. The terms and conditions applicable to any particular Tranche of Notes will be the Terms and Conditions as completed by the relevant Final Terms.
<b>Issue Price:</b>	Notes may be issued at any price (at nominal amount or at a discount or a premium to their nominal amount). The price and amount of each Tranche of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions and established in the relevant Final Terms.
<b>Maturities:</b>	Any maturity up to 2 years and 3 months, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
<b>Redemption:</b>	Unless previously redeemed, or purchased and cancelled, Notes will be redeemed at their Final Redemption Amount (as specified in the relevant Final Terms) on the Maturity Date.
<b>Redemption at the option of the Issuer (call option):</b>	In whole or in part, before the Maturity Date on any Business Day, as indicated in the Final Terms.
<b>De-listing Event or Listing Failure Put Option:</b>	If at any time while any Note remains outstanding, there occurs (A) a De-listing Event, or (B) a Listing Failure, each Noteholder will have the option to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Notes, on the De-listing Event or Listing Failure Put Date at a price per Note equal to 101.00 (one hundred and one) per cent. of the Nominal Amount together with interest accrued to, but excluding, the De-listing Event or Listing Failure Put Date, as further described in Condition 12(c) ( <i>Redemption and Repurchase of the Notes – De-listing Event or Listing Failure Put Option</i> ).
<b>Redemption at the option of Noteholders upon a Change of Control:</b>	If at any time while any Note remains outstanding, there occurs a Change of Control Event each Noteholder will have the option to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Notes, on the Change of Control Put Date at a price per Note equal to 101.00 (one hundred and one) per cent. of

	the Nominal Amount together with interest accrued to, but excluding, the Change of Control Put Date, as further described in Condition 12(c) ( <i>Redemption and Repurchase of the Notes – Redemption at the option of Noteholders upon a Change of Control</i> ).
<b>Certain Covenants:</b>	<p>The Condition 13 contains certain covenants which, <i>inter alia</i>, limit the Issuer's ability and the ability of certain subsidiaries to conduct certain transactions, for example:</p> <ul style="list-style-type: none"> <li>(i) obligation to ensure compliance with the following financial covenants: <ul style="list-style-type: none"> <li>(a) Minimum Liquidity – the Issuer shall in aggregate at all times maintain a combined Free Cash of minimum EUR 1,500,000 (one million five hundred thousand);</li> <li>(b) Equity Ratio – the Issuer ensures that Equity Ratio of the Issuer is at all times 50 (fifty) per cent. or higher (Equity Ratio is tested twice a year);</li> <li>(c) Leverage Ratio – the Issuer ensures that Leverage Ratio at all times is 75 (seventy five) per cent. or lower (Leverage Ratio is tested twice a year);</li> </ul> </li> <li>(ii) restrictions on disposals of assets;</li> <li>(iii) limits on Distributions;</li> <li>(iv) restrictions on financial indebtedness,</li> </ul> <p>all as further described in Condition 13 (<i>Special Undertakings</i>).</p>
<b>Interest:</b>	Notes will be fixed rate interest bearing.
<b>Denominations:</b>	The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) (subject to compliance with all applicable legal and/or regulatory and/or central bank requirements), save that the minimum denomination of each Note will be €1,000.
<b>Taxation:</b>	All payments of principal and interest in respect of Notes by or on behalf of the Issuer will generally be made subject to any 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 thereof or authority therein or thereof having power to tax. In that event, no additional amount shall be paid to the Noteholders (no gross-up). For further information, see Condition 10 ( <i>Taxation</i> ).
<b>Ratings:</b>	<p>The Issuer has been rated B- by Scope. In addition to that, the senior unsecured debt rating of the Issuer has been rated B by Scope. Tranches of Notes will not be rated.</p> <p>A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>
<b>Governing Law:</b>	The Notes shall be governed by Lithuanian law.
<b>Selling Restrictions:</b>	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, see <i>Subscription and Sale</i> below.
<b>Use of Proceeds:</b>	The proceeds of the issue of each Series of Notes will be transferred to the Issuer and used towards refinancing the existing remaining outstanding bonds (ISIN LT0000405938) of EUR 53,434,000, with any additional remaining proceeds of the issue to be used towards refinancing of other loan obligations or to finance, in part or in full, acquisition, development and construction of projects in renewable solar and wind energy and related infrastructure, energy efficiency

	and environmentally sustainable management of living natural resources and land use.
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## RISK FACTORS

*Any investment in the Notes is subject to number of risks. Prior to investing in the Notes, prospective investors should carefully consider risk factors associated with any investment in the Notes, the business of the Issuer and the industry in which it operates together with all other information contained in this Base Prospectus, including, in particular the risk factors described below. Words and expressions defined in the "General Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this section.*

*The following is not an exhaustive list or explanation of all risks which investors may face when making an investment in the Notes and should be used as guidance only. The below disclosure of risks only includes the risks the Issuer deems specific to the Issuer and to the Notes within the Programme, and which the Issuer believes to be the most essential for taking an informed investment decision after evaluation of their specificity and materiality to the Issuer as well as of probability of occurrence thereof. Additional risks and uncertainties relating to the Issuer that are not currently known to the Issuer, or that are currently deemed immaterial, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Notes is suitable for them in light of the information in this Base Prospectus and their personal circumstances.*

*The risk factors below are presented in categories depending on their nature. In each category the most material risk factors are mentioned first according to the assessment of the materiality of the risk factors concerned. Unless otherwise specified, the risks relating to the Issuer as discussed in this section below, apply to the Issuer together with its subsidiaries operating in Latvia, Poland and Lithuania.*

*This Base Prospectus also contains forward-looking statements that involve risks and uncertainties. The actual results of the Issuer and its subsidiaries may differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks described below and elsewhere in this Base Prospectus. Please see Forward-Looking Statements.*

### RISKS RELATING TO THE ISSUER

#### Risks Relating to the Group's Business

##### ***1.1. The production of electricity from renewable resources depends on weather conditions on wind and solar resources.***

The Group invests in and plans to continue to invest in electricity generation and energy storage projects that depend on wind and solar resources. As of 31 December 2024, the Group's electricity generation and energy storage capacity investment portfolio, consisting of operating assets, assets under construction and assets in development stage, represented 1,805.6 MW. Wind assets represented 964.5 MW or 53%, solar assets represented 775.1 MW or 43% and battery energy storage system assets represented 66 MW or 4% of total portfolio assets.

Electricity generation by the Group's wind and solar assets depends largely on the kinetic energy of the wind to which its wind parks are exposed and the amount of solar irradiance available to its solar facilities. These resources are outside of the Group's control and may vary significantly over time. General meteorological conditions such as seasonal changes in resources are complex and difficult for the Group to predict, especially since exceptionally poor meteorological conditions may lead to one-time drops in production levels and in the associated levels of revenue generated by its assets. If unfavourable meteorological conditions were to continue over the long term, they could negatively affect the profitability of impacted projects. To the extent that climate change causes variations in wind or cloud cover, it may have an adverse effect on the Group's assets and business. Wind conditions may also be adversely affected by man-made obstructions constructed in the vicinity of the wind park, such as new wind parks. Any such obstructions could reduce the output of the Group's wind parks resulting in a material adverse effect on the Group's business, financial condition and operating results.

Insufficient wind or solar irradiance could lead to a decrease in the generation of electricity. By establishing a portfolio of projects in different geographical locations, performing extensive wind measurements and

evaluating which wind turbines are most suitable for the specific geographical location prior to making decisions regarding investments, the Group reduces the risk of variations in output.

The Group bases its projected electricity production in part upon statistical studies of historical weather conditions at its sites. Unfavourable weather conditions, changes in climate, technological failures and significant discrepancies between estimates and actual electricity production may have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

**1.2. Any long-lasting decline in electricity prices could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.**

While the Group benefits from certain subsidy programmes, a substantial proportion of the electricity produced by the Group is sold to the market. Consequently, any long-lasting decline in electricity prices could have a material adverse effect on the Group's business, financial condition, results of operations or prospects. The risk of declining electricity prices materialized during the annual valuation of the Issuer's shares as of 31 December 2024. The valuation showed a decrease in the fair value of the Issuer's investment portfolio by EUR 20,158 thousand, or 11.20%, compared to the investment portfolio's value at the end 2023. This decline was primarily driven by the results of an independent valuation process, which reflected significantly lower electricity price curve forecasts for Poland than those used in the valuation as of the fourth quarter of 2023.

Contract for difference ("CfD") is a principal renewable energy subsidy programme that impact the Group's revenue and is applicable to the Group's operations in Poland, which provides financial support for projects that are successful as part of an auction scheme. The support takes the form of a premium on top of the market price for electricity payable to a project owner, provided that, in the coming years, the market price for electricity is below that of the successful bidding price submitted at auction. For further information, see *Regulation—Regulations applicable in Poland*.

For Group's current operating Polish assets, CfD auction scheme is applied for 15 years from start of generation for all generation capacity of the projects. For the remaining operating life cycle of the projects, electricity produced by the Group's facilities is expected to be sold on the power exchange in day-ahead and intra-day markets. The Group will contract third-party energy trading businesses to act as the Group's agent for purposes of executing transactions on the power exchange.

The Group anticipates that several projects in development will not receive subsidies but will instead be developed with the intention of either agreeing Power Purchase Agreements ("PPA") with customers in order to hedge the wholesale electricity price risk or selling produced electricity on the power exchange in day-ahead or intra-day markets, see *Description of the Issuer—Competitive Strengths—Solid and visible cash flow generation enabling secure cash flows going forward*. However, the Group will remain partially exposed to fluctuations in wholesale electricity prices, and there can be no assurance that the Group's hedging and risk management strategies will be successful. The Group will be exposed to changes in price levels on the power exchanges. Decreases in electricity prices will have a direct impact on the results of operations of the Group. Any addition of new production capacities to the regional power market, especially renewable production capacities, could decrease electricity prices.

During the early stages of renewable energy development in the markets in which the Group operates, CfD structure was put in place and designed to promote the construction of renewable energy-based capacities. The residual life of the Group's assets benefitting from the incentive schemes exceeds the residual life of the incentive schemes. Consequently, the Group expects that the price it can obtain for electricity will have a greater impact on revenue in the future.

In addition to that, negative electricity prices can create significant operational challenges for wind and solar installations. When the market prices drop below zero, electricity producers may face the necessity of curtailing their output to avoid incurring costs associated with generating power. For renewable energy sources like wind and solar, this means intentionally reducing the amount of energy produced, even though these systems typically have low marginal costs. Curtailments can lead to wasted generation potential, as energy that could have been supplied to the grid is instead left untapped. Moreover, frequent curtailments can negatively affect the long-term financial viability of renewable projects, as they disrupt anticipated revenue streams and diminish the returns on investments. As the Group becomes more exposed to market

price fluctuations, managing this risk becomes increasingly important to ensure the efficiency and economic sustainability of its renewable energy assets.

It should also be noted, that the Law on Electricity of the Republic of Lithuania establishes limitations and conditions for curtailment of electricity generated from renewable energy sources in electricity market. In line with Article 13(5) of Regulation (EU) 2019/943, transmission and distribution system operators are required to ensure that electricity produced from renewable energy sources or high-efficiency cogeneration is transmitted with minimal curtailment. Any such limitations must be based on transparent and non-discriminatory criteria set by the National Energy Regulatory Council ("**NERC**"). Importantly, curtailment is only allowed when the system operator can transparently demonstrate that it is economically efficient and does not exceed 5% of the annual electricity produced by renewable energy facilities directly connected to the respective network. However, this limitation ceases to apply if the share of electricity from renewable energy sources or high-efficiency cogeneration exceeds 50% of the total final annual energy consumption in the Republic of Lithuania.

Primary impact of sustained declines in electricity prices and market volatility on the Group is a material reduction in revenue and cash flow generated by its renewable energy assets. This decrease may lead to lower profitability, impairing the Group's ability to meet debt obligations, finance new projects or return value to shareholders. Additionally, fluctuations in market prices and potential operational challenges from curtailments could undermine the long-term valuation of the Group's assets, affecting its overall financial health and strategic growth prospects.

### ***1.3. Non-market based redispatching and negative prices in Poland.***

Due to high saturation of the grid by photovoltaic (**PV**) and onshore wind farms, non-market based redispatching and negative prices in Poland are becoming increasingly common.

In practice, redispatching encompasses all mechanisms available to grid operators, aimed at ensuring two fundamental principles. The first principle is to ensure the security of the national power system. The second, subordinate to the first, is to ensure this security at the lowest possible cost. Redispatching mechanisms can be divided into those based on market principles and those that are not. It is the latter type, non-market redispatching, that is being used frequently nowadays. For the renewable energy source (**RES**) producers, non-market redispatching often simply means a loss of revenue from electricity sales.

The non-market redispatching mechanism in Poland is based on orders issued by the grid operators. These orders may involve shutting down a generating unit or reducing the power output of such a unit. They are communicated directly to the producers by the grid operator to whose grid the units are connected. As a rule, non-market redispatching is subject to financial compensation. However, in practice, grid operators avoid paying compensation by including clauses in connection and distribution agreements that exclude their liability in the event of non-market redispatching. In case the compensation is paid, it is based on net revenues from electricity sales. Ultimately, the amount paid to the producer often does not fully compensate for the actual losses incurred due to redispatching.

In 2024, Poland experienced a significant increase in the occurrence of negative electricity prices. This situation arises primarily due to the rapid growth in RES projects, such as PV and wind farms, which can lead to energy surpluses during periods of low demand.

The main causes of negative energy prices in Poland include the overproduction of renewable energy, particularly during favourable weather conditions, and the limited flexibility of traditional coal-fired power plants to adjust their output. Additionally, lower energy demand during weekends and holidays intensifies the issue.

This also affects the producers benefiting from the CfD support scheme. If the negative prices occur in a given hour, the amount of electricity generated during delivery hours for which the volume-weighted average session trading prices of electricity from the market were lower than PLN 0 per 1 MWh is subtracted from the amount of electricity generated in RES installations included in the generator's report submitted to Settlements Operator.

Primary impact of ongoing negative prices and redispatching on the renewable energy assets held by the Issuer is a significant reduction in revenue and cash flow, which can diminish dividend payments and

overall investment returns. Persistent market challenges may also negatively affect the long-term valuation of these assets, complicating future refinancing or sale prospects. In summary, these market conditions pose significant financial risks to the Issuer and its shareholders, underscoring the importance of strategic risk management to safeguard revenue streams and asset value.

***1.4. The Group's business, financial condition and operating results are affected by macroeconomic trends in the markets in which it operates.***

The Group's business is influenced by macroeconomic factors affecting the economies of the markets in which it operates (namely, the Baltic countries and Poland). Furthermore, as the Group, through the usage of third-party energy trading business services, sells part of the electricity it produces in Lithuania and in Poland on the power exchange, the Group's business is also impacted by macroeconomic factors affecting the Nordic and Eastern and Central European countries. Generally, there is a positive correlation between energy prices in a given region and the level of demand. One driver of energy demand is economic output: greater economic output can lead to increased demand for energy, since prices often reflect the state of the economy as a whole. For example, in 2023, Poland experienced significant growth in its manufacturing sector, largely driven by increased export demand and government investment in infrastructure projects. This growth contributed to higher energy consumption as factories ramped up production. Similarly, in the Baltic states, particularly in Lithuania and Latvia, a recovering economy led to increased energy usage in residential, commercial and industrial sectors.

In February 2022, the Russian Federation invaded Ukraine. The military actions affect not only the economy in Ukraine, Russia and Belarus, but also the economy of the European Union and globally. The situation in Ukraine is extremely volatile and inherently uncertain. Currently, considering the ongoing and dynamic nature of the situation, a reliable estimate of the financial and non-financial impact cannot be made, although such macroeconomic events pose similar supply-chain risks to those arising from other global disruptions.

Such macroeconomic trends in the countries in which the Group operates, and in Europe more broadly, have a significant impact on the Group's business and financial position and any negative macroeconomic trends could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

Furthermore, a global economic downturn could lead to a loss of confidence by international investors and hence adversely affect the markets in which the Group operates and/or reduce the Group's access to capital. In addition, the ongoing uncertainty surrounding potential United States tariffs on member countries of the European Union could impact the Lithuanian, Latvian, Polish as well as EU economies and could adversely affect the Group. Tariffs may alter the dynamics of the supply chain. If suppliers face increased tariffs, they may raise prices or reduce their output, affecting the availability of critical materials for the Group's projects. This could lead to delays in construction schedules and impact the Group's ability to meet energy production targets.

***1.5. The Group's success depends on its senior management team and other key personnel.***

The Group's success and its ability to carry out its growth initiatives depend on qualified executives and employees, in particular certain executive officers of the Issuer and employees with special expertise in the development, financing, engineering, construction, operation and maintenance of projects. Given their expertise in the industry, their knowledge of the Group's business processes and their relationships with the Group's local partners, the loss of the services of one or more of these individuals could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

Furthermore, as the Group expands its operations, portfolio and geographic footprint, the Group's operating success and ability to carry out its business plan depend in a large part upon its ability to attract and retain additional qualified personnel who have specific technical or industry expertise, including people in the locations where the Group has operations. For example, the Group's engineering and on-the-ground personnel are critical to the development of new projects and the profitable operation of the Group's existing projects. The Group is also routinely required to assess the business, financial, legal and tax impacts of the complicated business transactions that the Group enters into, whether in connection with evaluating and developing new projects or overseeing asset construction and operation. The success of these projects is dependent on hiring and retaining personnel with sufficient expertise to allow the Group to accurately

and timely complete its analysis and reporting requirements. There is significant competition in the renewable energy industry in attracting qualified personnel with the necessary expertise, and there can be no assurance that the Group will be able to hire sufficient number to support its business plan and growth. The inability to attract and retain qualified personnel could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

Additionally, from time to time, executives and other employees with technical or industry expertise may leave the Group. The Group's failure to promptly appoint qualified and effective successors for such individuals or inability to effectively manage temporary gaps in expertise or other disruption created by such departures, could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

***1.6. The Group's maintenance activities depend to large extent on third-party contractors, which may be inadequate and thus lead to unplanned power outages, reduced output and unanticipated capital expenditures.***

The Group's maintenance activities primarily aim to prevent any suspension or interruption in and to optimise the production of electricity. Suspensions and interruptions can occur as a result of a breakdown, externally inflicted damage (by fire or otherwise) or scheduled maintenance. Although insurance is in place to cover such suspensions and interruptions, there can be no assurance that the insurance will be sufficient to cover all eventualities. Such suspensions or interruptions could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

The Group has entered into operation and maintenance ("**O&M**") contracts with respect to all the Group's production assets in its Wind and Solar segments. Typically, under the terms of these O&M contracts, the Group is entitled to compensation from the O&M provider if the availability of its wind turbines and solar panels falls below a certain threshold (either 96 per cent or 98 per cent, depending on the contract). The majority of the Group's O&M contracts in its Wind and Solar segments include production-based availability guarantees. The pricing structure for O&M contracts in the Wind segment is based on either a fixed fee per turbine per year or the volume of electricity produced per turbine per year. Most contracts provide a variable fee based on the volume of electricity produced per year combined with a minimum fixed fee per turbine per year. The pricing structure for O&M contracts in the Solar segment is based on a fixed fee per solar park per year, plus any variable performance-based compensation, or bonus payments.

There is no certainty that the maintenance routines implemented by the Group will be adequate to maintain sufficient availability of the Group's assets. Suspensions or interruptions in the work of the production units may still occur, either due to lack of necessary spare parts, unavailability of necessary repair or maintenance services or other similar reasons. Over time, costs for service and maintenance of the Group's equipment may differ from those on which the cost estimate for the investment is based and actual decommissioning costs could exceed those planned or budgeted. Any such event could result in damage to the Group's production assets and unplanned outages which could have a material adverse effect on the Group's business, financial condition, results of operations or prospects. Furthermore, any increase in the fees charged for these services and/or change in the applicable terms and conditions could have a material adverse effect on the Group's business, financial condition, results of operations or prospects, as there are limited alternative service providers.

Unplanned outages of the Group's power generation facilities typically (i) increase the Group's operation and maintenance expenses and (ii) lead to reduced output and therefore decreased revenue. In addition, critical equipment or parts may not be readily available when needed, which may lead to additional downtime. Loss of revenue in these circumstances may not be fully compensated by O&M contracts' penalty clauses and, for certain facilities, no such compensation is available. Certain specifically manufactured or designed equipment or parts require significant time and expense to build and deliver, and if such parts do not function as planned or are damaged, replacing them can create substantial expense for the Group and generate significant downtime for the relevant facility. Higher than expected capital expenditures may be required due to changing environmental, health and safety laws and regulations (including changes in the interpretation or enforcement thereof), necessary facility repairs or unexpected events (such as natural or man-made disasters or terrorist attacks). The Group has in place insurance to protect itself in the event if such circumstances were to occur but there can be no assurance that sufficient insurance is in place to cover all eventualities in respect of unplanned power outages, reduced output and unanticipated capital expenditures. Any unexpected failure, including failure associated with breakdowns,



forced outages or any unanticipated capital expenditures at the Group's facilities, could result in reduced profitability and/or jeopardise the Group's ability to meet its obligations, which could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

***1.7. The Group's current and prospective operations may be negatively affected by failure of information and technology systems, an inability to implement technological and information technology innovations and cyber-attacks.***

If any of the Group's critical information or communications systems fail or become unavailable, the Group may need to perform certain functions manually, which would temporarily affect the efficiency and effectiveness of its operations. Moreover, the operations of the Group and of its technology and communications service providers are vulnerable to damage or interruption from human error, data inconsistency, internet slowdowns or unavailability, natural disasters, power loss, computer viruses, intentional acts of vandalism, breaches of security and similar events.

The extent to which the provision of vital services in the markets where the Group operates and plans to operate depends on technology is continually increasing. Consequently, the impact of interruptions of these services on the functioning of society, the economy and national security, in general, is increasingly significant. Due to its geopolitical location, both public and private sector companies in the Baltic region are also at risk of being a target of politically-motivated cyber-attacks. If such attacks occur, the Group may experience theft or destruction of data, including commercial, customer and financial information, which could cause commercial detriment to the Group and/or damage to its reputation. The policies maintained by the Group to protect its data may not be sufficient to prevent its systems from suffering failures or delays that might cause significant data loss or other disruptions to the Group's business.

The majority of Group's operations are performed remotely via the cloud and other internet-based service solutions. Thus, a large part of the Group's business segments is vulnerable to various security breaches, such as financial models and analytic tools, performance analysis data, institutional and private client accounts data, growth and acquisitions strategies, earning releases and other routines business matters that could affect the reputation of the Group.

A system failure, disruption or security breach that causes a delay, interruption or impairment of the Group's services and operations, or the unsuccessful integration of ongoing projects, could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

***1.8. The Group's insurance coverage may be inadequate to compensate the Group for certain losses.***

Power generation involves hazardous activities, including but not limited to operating large pieces of rotating equipment and delivering electricity to transmission and distribution systems. Hazards, such as lightning, high winds, fire, explosion, collapse and machinery failure, are inherent risks in the Group's operations and may occur as a result of inadequate internal processes, technological flaws, human error or external events. These hazards can cause significant injury or death, severe damage to and destruction of property, plant and equipment and suspension of operations. The occurrence of any of these events may subject the Group to the investigation, remediation requirements, substantial damages, personal injury and natural resource damages, fines and/or penalties and loss of revenue from suspended operations.

In addition, while the Group obtains warranties from vendors and obligates contractors to meet certain performance levels, the proceeds of warranties or performance guarantees may not sufficiently compensate the Group for lost revenue, increased expenses and financing costs or liquidated damages payments should the Group experience equipment breakdown or non-performance by contractors or vendors.

Damages or losses not covered by contractor warranties may be covered by insurance, but this may not always be the case, as such damages or losses may be (or be considered by insurers to be) outside the scope of applicable insurance policies.

***1.9. The Group is subject to risks related to ethical misconduct or breaches of applicable laws by its employees and suppliers.***

The Group has implemented compliance policies and procedures with respect to applicable anti-corruption laws. However, there can be no assurance that all the Group's employees and suppliers will not violate the

Group's policies or applicable laws. Any incidents of ethical misconduct or non-compliance with applicable laws and regulations, including anti-corruption, sanctions, anti-money laundering or other applicable laws, by the Group's employees may subject the Group to significant fines or may lead to other consequences, such as damage to the Group's reputation. Any such non-compliance could have a material adverse effect on the Group's business, financial condition, operating results and prospects.

To date, there have been no incidents of ethical misconduct or breaches of applicable laws by the Group's employees or suppliers.

However, any incidents of ethical misconduct or legal breaches could undermine the Group's reputation and credibility in the market. Such issues could lead to legal penalties, fines or other sanctions, which would directly affect the Group's financial stability. Moreover, damaged reputation might result in the loss of stakeholders' trust, difficulties in securing future investments or partnerships and potential setbacks in project development and operational activities. This, in turn, could impair the overall performance and value of assets of the Group.

#### ***1.10. The Group is subject to risks arising from PPAs.***

Part of the electricity produced by the Group's wind parks in UAB "Žaliosios investicijos" is sold under financial PPA with Axpo Nordic AS, which has entered into back-to-back physical and financial PPAs with certain clients for the sale of electricity at a fixed price. After the Offering, the Group expects to continue to use the above model with view to provide additional revenue security via physical or financial PPAs, and may consider entering into direct corporate (i.e., physical) PPAs with customers. Moreover, the Group expects sales of electricity produced by certain of its development projects to be structured in the form of long-term PPAs with corporate off-takers, utilities and, in certain cases, state actors. For further information, please see *Description of the Issuer—Competitive Strengths—Solid and visible cash flow generation enabling secure cash flows going forward*.

The Group may be exposed to counterparty credit risk under its existing and future PPAs. This risk may be reduced when the Group has entered into contracts with counterparties with strong credit quality. The Group may also be exposed to other risks such as timing mismatch between the PPA amount, and its generation units load curve, price risk and volume risk relating to the aggregate amount of generation and the PPA contract volume. In addition, there can be no assurance that the Group will be able to renew or secure new PPAs after an initial PPA ends or as to the prices under which electricity produced may be sold under any subsequent PPA or in wholesale markets following the expiration of the initial PPA. Risks associated with PPAs could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

#### ***1.11. The Group is subject to risks relating to its investments in associates.***

As of 31 December 2024, the Group has invested in one associate in connection with its Wind segment and one associate in connection with its Solar segment: a 25 per cent equity shareholding in UAB "Žaliosios investicijos" and a 30 per cent equity shareholding in UAB "Saulės energijos projektai". The Group expects to continue conducting certain business functions in its Wind and Solar segments in part through investments in associates. The Group does not consolidate revenues from any of these entities, instead accounting for the profit or loss attributable to the shareholdings under the equity method of accounting. Cooperation with business partners allows the Group to access new regional markets, as strategic partnerships bring technical and business knowledge, valuable when entering new markets. In addition, strategic partnerships allow the Group to acquire and develop projects that require larger equity capital infusion as seen with the Group's acquisition of UAB "Žaliosios investicijos" wind project. If the Group is unable to continue its cooperation with these partners, such lack of technical and business knowledge could negatively impact the Group's ability to penetrate new markets and finance upcoming large-scale projects. This, in turn, could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

## RISKS RELATING TO THE GROWTH STRATEGY AND DIVESTMENTS

### *2.1. The Group's development plan is capital-intensive and subject to uncertainty.*

The Group operates in a capital-intensive industry and any new development projects will require substantial investments. The Group expects to make significant capital expenditures in the short- and medium-term to further develop its current projects' portfolio indicated in the Group's corporate structure below. If the Group decides to proceed with any of these or other new investments, new funding would have to be secured. There is no certainty that the Group will be able to procure funding on acceptable terms, if at all.

The Group's success in implementing its strategy will depend on, among other things, its ability to identify and assess potential investments, successfully finance and integrate such investments, control costs and maintain sufficient operational and financial controls. The Group's expenditure is and will continue to be made on the basis of forecasts of production and projected prices of electricity. The Group also makes certain assumptions regarding long-term interest rates and electricity prices in its decisions on making capital expenditures. These forecasts, judgments and assessments may be inaccurate, which could undermine the economic viability of such investments and could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

In addition, some of the Group's development projects and prospects may require greater investment than currently planned. In the course of development, the Group may uncover problems or encounter difficulties with projects, including but not limited to the following:

- the Group may encounter difficulties in obtaining and maintaining governmental permits, licences and approvals required by existing laws and regulations or additional unanticipated regulations, particularly in connection with the development of wind parks;
- the Group may face delays associated with challenges to permits or regulatory approvals;
- the Group may encounter difficulties in securing adequate property with sufficient natural resources (such as wind) or at an acceptable price, due, in particular, to heightened competition with other renewable energy infrastructure developers in obtaining high-potential property and opposition from local communities;
- the Group may not be able to procure grid connections, or may not be able to procure these at economically viable prices;
- the Group's initial evaluations of site suitability may be based on assumptions that turn out to be incorrect, or unforeseen issues may arise with respect to the land or terrain for a project;
- adverse changes in the underlying political, legal or economic environment;
- the Group may encounter engineering and project design problems; and
- third parties that the Group partners with for initial project development may fail to perform their duties or may fail to perform them in a timely manner or to the required standards, leading to delays or a failure to discover problems with identified sites.

Moreover, certain newly constructed facilities and projects may not perform as expected. The Group forms its expectations around the performance of new facilities and projects based on assumptions, estimates, data provided by third parties and experience with similar assets that the Group has previously managed. The ability of these assets to meet the Group's performance expectations is subject to the risks inherent in newly constructed wind parks and solar plants, including, but not limited to, degradation of equipment in excess of the Group's expectations, system failures and outages.

Such matters arising during development stages may result in delays or additional costs that could render the projects less competitive than the Group initially anticipated and the Group's actual capital expenditure may differ from anticipated figures. Opportunities and projects may be delayed or postponed in

implementation, reduced in scope or ownership share, sold or rejected and the Group may not pursue all of the opportunities and projects that it is currently considering. This may adversely affect the Group's ability to execute its investment plan and growth strategies. In addition, failure to meet completion deadlines may result in the loss of applicable subsidies, grid connections or project rights. The foregoing could have a material adverse effect on the Group's business, financial condition, results of operations or prospects. In addition to that, unforeseen delays, cost overruns or failure to generate expected revenues from projects could lead to the Group's inability to meet its financial obligations, including interest payments and redemption of the Notes, potentially resulting in default and having material adverse effects on the Group's financial position and its obligations to Noteholders.

**2.2. *The Group may not be able to complete projects under construction.***

All the development and construction phase projects are subject to risks in the development and construction phase relating in particular to engineering and design, equipment supply and construction performance. The inability to complete construction, or to complete it on a timely basis, may result in contractual defaults, contractual liability payments, impairment of assets, loss of income or a reduction in the period of eligibility for specified tariffs as a result of failure to meet certain milestones, among other adverse consequences. Eligibility for certain subsidies may be compromised or lost if assets are not commissioned on schedule, and time-consuming and costly litigation may result among the Issuer or other members of the Group and the parties participating in or financing the project's development. Projects may encounter a range of difficulties in the construction phase that result in delays or higher than expected costs that may not be fully covered or adequately addressed by performance guarantees from contractors, damages clauses or insurance, including but not limited to the following:

- contractor or sub-contractor defaults and performance shortfalls;
- delays due to unforeseen events, such as global pandemics, recessions, or acts of war;
- damage to equipment in the course of delivery as a result of accidents or otherwise;
- damage to components or equipment in the course of installation;
- adverse weather, environmental and geological conditions, force majeure and similar events;
- theft and vandalism; and
- regulatory authorisations or difficulties in obtaining permits.

**2.3. *The Group depends on financing from various sources, in particular external debt financing, for the development, construction and operations of its projects and any additional indebtedness could have an adverse effect on the Group's operations and financial condition.***

The Group currently intends to finance a portion of its capital expenditures for the development and construction of its projects through bank borrowings. The Group had EUR 178.15 million of outstanding indebtedness (sum of non-current and current borrowings) as at 31 December 2024. The Group's access to debt financing is subject to many factors, many of which are outside of the Group's control. For example, political instability, economic downturns, social unrest or changes in the regulatory environment in which the Group has or plans to have operations could increase the Group's cost of borrowing with respect to new financing arrangements or restrict the Group's ability to obtain debt financing. Access to debt financing may be further restricted by financial covenant obligations under the Group's existing financings. There can be no assurance that it will be able to arrange financing on acceptable terms, if at all.

The inability of the Group to obtain debt financing from banks and other financial institutions, or otherwise through the capital markets, could adversely affect its ability to execute its investment plan and growth strategies, which could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

In addition, an increase in indebtedness may expose the Group to additional risks as debt can make companies inherently more sensitive to declines in revenue, increases in expenses and interest rates, and

adverse economic, market and industry developments. A leveraged company's income and net assets also tend to increase or decrease at a greater rate than would otherwise be the case if debt had not been incurred to the same extent. Leverage may also restrict the Issuer from making strategic acquisitions or cause it to make non-strategic divestitures and limit its ability to obtain additional financing. In addition, companies with relatively high fixed costs may have greater difficulty servicing higher debt levels.

**2.4. *The Group's business is growing and changing rapidly, raising strategic, management, operational and control challenges.***

The Group has expanded significantly in recent years (notably through acquisition of 185.5 MW wind power assets in UAB "Žaliosios investicijos" project and 114.7 MW solar power assets in PL-SUN Sp. z o.o project) and intends to further expand its business in the Baltics and in Poland. The Group also intends to continually adapt its approach to keep pace with developments in its existing markets. The Group has targeted its current and future markets based on various assumptions. If these assumptions prove to be incorrect, the Group may need to adjust its strategy and restructure its operations and workforce.

As the Group's business expands and its business strategy evolves, it expects to encounter additional challenges to its internal processes, external construction management, project funding infrastructure and financing capabilities. The Group's existing operations, personnel, systems and internal controls may not be adequate to support its growth and expansion. The Group may be required to make additional unanticipated investments in its organisational structure and improve its administrative, operational and financial systems, procedures and controls. If the Group is unable to manage these changes effectively, it may not be able to take advantage of market opportunities, execute its business strategies successfully or respond to competitive pressures. As a result, there could be a material adverse effect on the Group's business, financial condition, results of operations or prospects.

**2.5. *Risks associated with the divestment of portfolio projects.***

The Issuer's ability to redeem its debt obligations is subject to its ability to execute the sale of its portfolio projects. Market depth in target geographies, availability of capital, and investor appetite for renewable energy assets may all materially affect the timing, pricing, and overall feasibility of divestments. The valuation of the Issuer's projects is subject to changes in interest rates, electricity market conditions, technology developments and regulatory or political changes that may influence buyer's behaviour and pricing expectations. Furthermore, geopolitical instability, inflationary pressures or financial market volatility may lead to reduced transaction volumes or delays in anticipated sales. In addition, the Issuer is required to complete its divestment programme by February 2028, which marks the end of its lifecycle term. This fixed timeline introduces additional execution risk, as any delay in marketing, negotiating or closing transactions, whether due to internal project factors or external market conditions, could significantly constrain the Group's ability to meet its financial obligations. There can be no assurance that the Issuer will be able to complete divestments on terms favourable to the Group or within the required timeframe. Failure to execute asset sales as planned could adversely affect the Group's liquidity position, leverage metrics and overall financial condition.

## **RISKS RELATING TO REGULATION AND GOVERNMENT POLICIES**

**3.1. *Unfavourable changes in existing regulations or government policies in support of renewable energies could significantly affect the performance of the Group's existing operations.***

The Group's activities are to a significant extent dependent on incentive-based public policies in the countries in which the Group operates, which aim to promote the production and sale of energy from renewable resources. These policies and mechanisms typically enhance the commercial and financial viability of renewable energy installations. Changes in the regulatory environment and the government subsidies for renewable energy production could distort supply and demand-based prices, reduce the profitability of projects, or otherwise have a material adverse effect on the Group's business, financial condition, results of operations or prospects. See *Regulation-Regulations applicable in Lithuania* and *Regulation-Regulations applicable in Poland* for a summary of the principal laws and regulations applicable to the renewable energy sector in Lithuania and Poland.

For example, in accordance with the procedures adopted by the Lithuania's TSO in March 2023 for using the grid to address the 2 GW solar installations quota in Lithuania (please see *Regulation - Regulations*

*applicable in Lithuania*), future solar and on shore development projects of the Group might face production curtailment risk. To maintain grid stability and avoid overloading the grid, renewable energy generators may be curtailed when the supply exceeds demand. The current regulation does not define the scope of such potential limits, compensation mechanisms, or protection in the event of surplus generation, although such curtailment risk poses a potential impact on various aspects of Group's renewable energy projects. Firstly, it can lead to reduced revenue and cash inflows, making it challenging for the project to meet financial obligations and maintain profitability. Secondly, the increased uncertainty in cash flow projections due to curtailment risk may make the project less attractive to investors and lenders, affecting its ability to secure financing. Lastly, curtailment can disrupt the expected returns on investment, resulting in longer payback periods.

The continuing availability of subsidy programmes for the Group's operations depends on political and policy developments relating to environmental concerns in a given country or region, which can be affected by a wide range of factors, including macroeconomic conditions in the relevant country or region, changes in governments and lobbying efforts by various affected stakeholders (including the renewable energy industry), other producers and consumers of electricity, environmental groups, agricultural businesses and others.

Any reversal of, or unfavourable changes to, such governmental incentive policies or interpretive ambiguities and uncertainties around their implementation (including, but not limited to, those described above) could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

**3.2. *The Group is materially dependent on licences, permits and authorisations from various regulators and expiry, revocation or inability to renew licences, permits or authorisations could have a material adverse effect on the Group.***

In connection with its activities, the Group is subject to significant demands with respect to obtaining permits, licences and authorisations required by applicable regulations and issued by national or local authorities. Depending on the country, these permits, licences and authorisations may take the form of urban planning authorisations (such as construction permits), mandatory environmental impact assessments or studies, production and operation authorisations, authorisations to connect to the grid and other specific authorisations.

For example, the Group's wind assets' subsidies and associates in Lithuania and in Latvia are required to perform environmental impact assessments to comply with applicable environmental regulatory framework in Lithuania and in Latvia. Development licenses and authorizations, such as development permit, or building permit are required in order to start physical development of the project, while these projects must comply with regional planning and zoning requirements. Projects must also hold operating licenses in order to operate its electricity generating units after development is completed. The Group's solar assets in Poland are also subject environmental decisions, zoning requirements, building permits and connection to the grid requirements. In addition, in Poland, renewable energy assets that apply government backed renewable energy subsidies, such as Auction Schemes, are subject to regulation under Renewable Energy Support Scheme framework, see *Regulation* for a summary of the principal laws and regulations applicable to the renewable energy sector in Lithuania and Poland.

National governments and local authorities may, depending on the country, have a high degree of discretion in issuing such permits, licences and authorisations, and they may exercise their discretion arbitrarily or unpredictably. In addition, the multitude of government agencies involved may make the process of obtaining these authorisations long, complex and expensive. As a result, there can be no assurance that the Group will obtain the permits, licences and authorisations necessary for the construction of a given project or for the exercise of the business that it intends to conduct in a given country at a reasonable cost or within the expected time periods operations or prospects.

**3.3. *The Group is subject to an increasingly complex regulatory environment and regulatory changes may negatively affect its business.***

In addition to compliance with its contractual agreements, licences and permits, the Group must comply with a range of other legal requirements, including corporate, energy-sector, environmental, antitrust, administrative, data protection and property laws and regulations.

Although the Group seeks to continue to comply with all relevant laws, regulations, licences, permits and agreements, to the extent it is not able to do so, it could be subject to:

- significant administrative or civil penalties, including the imposition of fines, penalties and criminal sanctions for wilful violations;
- increased regulatory scrutiny;
- reputational damage to the Group's brand;
- default under financing and commercial agreements;
- judgments for damages, which may not be covered by insurance or in excess of insurance cover;
- termination of, or increased premiums on, insurance policies;
- difficulty in recruiting and retaining personnel (especially with specific professional backgrounds), particularly where any non-compliance relates to matters affecting its employees; and/or
- the representatives, directors or managers of the relevant Group company being subject to a fine or imprisonment.

In addition, future changes to existing regulations or the introduction of new regulations, procedures or licensing requirements (either by the European Union or the regulators or governments of the countries where the Group operates) may adversely affect the Group's business in the future. Any such expansion of the scope of regulations may require additional investment by the Group to ensure compliance, which may result in higher ongoing compliance costs and may increase the risk of non-compliance by the Group.

Any failure by the Group to fully comply with current and future laws and regulations represents a significant risk that could materially disrupt its operations, jeopardize its financial stability and impair overall business prospects. Such non-compliance could result in substantial fines, sanctions, and legal liabilities, which may limit the Group's ability to operate effectively and pursue growth opportunities. Additionally, reputational damage stemming from regulatory issues could lead to loss of stakeholders' trust, reduced access to capital, and increased operational costs. Given the complexity and evolving nature of regulatory requirements in the renewable energy sector, this risk poses a serious challenge that could have far-reaching adverse effects on the Group's long-term sustainability and the safety of its ability to meet its obligations to Noteholders.

**3.4. *The Group's operations are subject to extensive environmental regulation and the cost of complying with such regulations could have a material adverse effect on the Group's profitability and financial condition.***

The Group is subject to significant and complex environmental regulation. For example, for assets operating in Wind segment, limitations on noise level are taken into account during the planning phase, nevertheless, any complaints from communities in the locality of the Group's sites, especially near residential areas, could result in adverse consequences for the Group. Any new requirements on maximum noise level of production units located in residential areas could have a material adverse effect on the Group's business and financial conditions.

Failure to comply with the requirements of environmental permits or environmental laws may lead to investigations, fines, penalties, claims, costly corrective works or suspension or shutdown of operations,

any of which could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

**3.5. *The Group's operations are subject to the European Green Deal and uncertain windfall taxation which, if introduced, could have a material adverse effect on the Group's profitability and financial condition.***

The Group is also subject to the European Green Deal which acknowledges crucial role of taxation in the transition towards a greener and more sustainable European growth and the need to better align EU taxation systems with EU climate objectives. Well-designed tax reforms may boost economic growth, help reducing GHG emissions by ensuring an effective carbon pricing and contribute to a fair transition.

In the field of taxation, the European Green Deal announces the review of the Energy Taxation Directive (2003/96/EC) ("ETD"). The review of the ETD introduces a new structure of tax rates based on the energy content and environmental performance of the fuels and electricity and broadens the taxable base by including more products in the scope and by removing some of the current exemptions and reductions. The upcoming regulation, which still has considerable uncertainties on the regulation of aforementioned taxation issues, may impose new taxes or changes in current taxes rates applicable to the Group. In addition, the Carbon Border Adjustment Mechanism transitional period ends on 31 December 2025. The EU Commission proposed to change the Carbon Border Adjustment Mechanism before the post-transitional period starts on 1 January 2026. Any of the above-indicated changes (if any) may have a material adverse effect on the Issuer's business, financial condition, results of operations and (or) future prospects.

During periods of high profitability in the energy industry, there is a potential risk of increased or windfall taxes on energy revenues. This risk has been observed in the past on a global scale and may resurface in the future. In response to escalating energy prices following geopolitical events, several European governments imposed windfall taxes on energy companies in the past 3 years to address excessive profits.

Changes in EU tax policies or the introduction of windfall taxes could significantly diminish profitability and alter the financial outlook. Material adverse effects may stem from the increased tax burdens, such as new energy taxes or adjustments to current rates, which could raise operating costs and decrease net income. Additionally, the uncertainty surrounding the reform of the ETD and the evolving Carbon Border Adjustment Mechanism creates unpredictability in future tax liabilities, complicating financial planning and valuation of the assets. If windfall taxes are imposed or existing tax regimes become more onerous, the Group's cash flows, profitability and ability to distribute returns to Noteholders and investors could be negatively impacted, thereby affecting the overall performance and attractiveness of the investment.

**3.6. *Complaints raised by and resistance of local communities or individuals in relation to the Group's activities may affect the Group's operations and its financial condition.***

The Group is subject to potential complaints by communities near the Group's sites. Members of these communities may take legal action against the Group in relation to physical damage that has been caused to their property or interference with the enjoyment of their property.

Relations with local communities are especially important for the Group in getting permission to locate its wind parks or other facilities at specific sites. The potential consequences of a complaint or third-party claim could involve the payment of substantial damages for personal injury; damage to property or interference with the enjoyment of property rights; the loss of a regulatory permit or other regulatory enforcement action; and/or the imposition of fines or obligations to investigate and clean up/remediate environmental pollution or contamination. Each of these potential consequences could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

**3.7. *Risks related to the Group's financial reporting.***

There is a risk that the Group will not be able to issue its financial statements in Poland, Estonia, Latvia, and Lithuania in accordance with statutory deadlines due to unforeseen circumstances and/or operational challenges. As of the date of this prospectus, none of the Group's entities have yet submitted their financial statements to the relevant local authorities, as the applicable submission deadlines have not yet elapsed. However, the Group is actively working to ensure that all financial statements are submitted in a timely



manner, in accordance with the prescribed deadlines.

Failure to comply with these deadlines could subject the Group to regulatory penalties, fines, or other sanctions imposed by the supervisory authorities, which could adversely impact its reputation and financial standing. Additionally, delays in financial reporting may undermine investor confidence, leading to a decline in the market value of the Notes and increased volatility in the secondary market. Moreover, certain covenants or obligations under the Terms and Conditions of the Notes may require timely financial disclosures; failure to meet these deadlines could constitute an event of default or trigger cross-default provisions, potentially enabling Noteholders or other creditors to accelerate repayment or seek remedies.

## **RISKS RELATING TO COMPETITION WITHIN THE RENEWABLE ENERGY SECTOR AND BETWEEN RENEWABLE RESOURCES AND OTHER SOURCES OF ENERGY PRODUCTION**

### ***4.1. Difficulties in connecting to transmission grids, a lack of transmission capacity or potential upgrade costs to the transmission grid could significantly impact the Group's ability to build its assets and to sell the electricity that they generate.***

In order to sell the electricity generated by the assets that it operates, the Group must connect the assets to the electrical transmission grid and, to a lesser extent, the distribution grid. A lack of available capacity in the grid due to congestion, overproduction by connected facilities or excessive fluctuations in electricity market prices could significantly and substantially impact the performance of the Group's assets and cause the Group to reduce the size of its facilities and lead to delays in project implementation, cancellation of projects, increases in costs from transmission upgrades and potential forfeitures of any guarantees the Group has provided to the relevant grid manager in connection with a given project's grid connection.

Disruptions or delays in grid connection could lead to reduced electricity sales, lower revenue, and decreased cash flows, which in turn may impair the Group's ability to service its debt obligations and meet investor return targets. Additionally, increased costs associated with transmission upgrades and potential project cancellations could erode profit margins and adversely affect the valuation and attractiveness of the assets to potential buyers.

### ***4.2. Renewable energy technology is newer than conventional energy technology and is rapidly changing. Its competitiveness in the power market may increase less rapidly or develop differently than currently predicted by the Group and may encounter increased competition from other sources of electricity generation.***

Renewable energy technology is relatively new compared with fossil fuel and nuclear energy technology.

The competitiveness of renewable energy technology within the power generation market may increase less rapidly or develop differently than currently predicted by the Group or industry analysts. Many factors may affect the rate of growth in installed capacity and the attractiveness of renewable energy technology as compared to other energy sources, including:

- the competitiveness of electricity generated by renewable energy facilities as compared with conventional energy sources such as natural gas or nuclear energy;
- the performance, reliability and availability of renewable energy facilities as compared with other, non-renewable power generation facilities;
- technological improvements and changes in the costs of components (such as wind turbines, solar panels and other system components), as well as design, construction and O&M costs;
- fluctuations in economic and market conditions that affect the price of, and demand for, conventional energy sources, such as increases or decreases in the price of conventional energy sources (such as natural gas, coal, oil and other fossil fuels) and changes in the cost, efficiency and equipment investment needed for other electricity-producing technologies;
- variations affecting global demand for renewable energies both by state actors (in the event of changes to incentive-based public policies) and by private actors (in particular if the reputational benefit gained by private companies for sourcing their energy primarily or exclusively from renewable sources diminishes); and
- for geographical markets in which grid parity has not yet been reached, changes in the availability, substance and magnitude of support programs, including government targets, subsidies, incentives and favourable renewable energy standards, including potential adverse changes relative to programs applicable to other forms of conventional or non-conventional power generation.

Any of the above factors may evolve in ways not currently anticipated by the Group. Other new market conditions may develop, which could affect the Group's strategic planning in unforeseen ways. If the

renewable energy technology develops less quickly or in a different manner than anticipated, equity and debt investor appetite for investments in the industry sector may decline, and the Group may have difficulty meeting its development targets or business objectives.

**4.3. *In order to remain competitive, the Group must respond to rapid changes in the wind and solar energy markets, in particular the discovery of new technologies and their integration into existing installations and the projects being developed.***

The wind and solar energy industries are characterised by rapid improvements and increases in the diversity of technologies, products and services. Technological improvements in the wind and solar industries contribute to reduced costs and to improved technical features, in order to offer better integration into the relevant electrical grids and improved returns, thereby rendering older technologies less competitive. Additionally, companies may refine new electrical production technologies that are more competitive from a cost standpoint or more profitable than wind, biomass or solar facilities. If the Group does not succeed in identifying and developing these new technologies or updating its existing installations for these innovations, it could encounter difficulties in connection with its participation in tender procedures with attractive terms for its new projects. This could significantly impact the Group's business, financial condition and results of operations.

The Group may also encounter difficulties in negotiating financing for projects using new technologies that are unproven and not yet widespread, which could place the Group at a competitive disadvantage relative to competitors with sufficient resources to self-finance projects using these new technologies, in particular where the new technologies require a substantial initial investment and/or provide a later, significant cost advantage.

If the Group's competitors succeed in developing technologies that enable them to submit tenders at lower prices or on more attractive terms, the Group could be unable to match these bids without otherwise affecting its profitability or may be unable to submit a bid at all. Such a situation could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

## **MARKET RISKS**

### **5.1. *The Group faces counterparty risk.***

In conducting its business, the Group faces counterparty risk. Counterparty risk may result in financial losses (including, but not limited to, funds deposited at banks, partners in long term construction projects and revenues to be received from customers). Although the Group monitors its counterparty risks and implements risk management policies, there is a possibility that if these risks are realised, they could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

### **5.2. *The Group may face liquidity risk.***

Liquidity risk is the possibility that the Group may not be able to maintain adequate reserves of cash and other highly liquid assets necessary to meet its payment obligations as they become due, which could compromise its financial stability and operational continuity. This risk can arise from various factors, including unforeseen expenditures, delays in receivables, or inability to secure financing under unfavourable market conditions.

The Group's liquidity is vital not only for routine operational expenses but also for financing ongoing projects, funding capital expenditures, and managing unexpected cash flow disruptions. In particular, the Group's significant investment commitments for new development and expansion projects increase its dependence on timely access to liquidity, making it sensitive to fluctuations in market conditions. During periods of economic or market stress, the Group's ability to access long-term or short-term funding may be hindered due to higher borrowing costs, tighter credit conditions or reduced investor confidence, which could limit the availability of new financing or refinancing options. While the Group actively monitors its liquidity position and employs risk management strategies—including contingency planning and maintaining credit lines—an unexpected deterioration or constraint in liquidity could hinder the Group's ability to service its Notes and meet other debt obligations, potentially leading to defaults. Such scenarios could have a material adverse effect on the Group's business operations, financial health, results and overall prospects.

### **5.3. *The Group is exposed to variation in interest rates and exchange rates risk.***

Part of the operational companies enter into a large portion of non-EUR (principally in Polish zloty) denominated agreements in foreign markets, whereas some of their performance costs are incurred in EUR. Therefore, a drop in the rate of respective currencies may have a negative effect on profitability of the managed companies. Besides, having in mind that certain operational companies operate in Poland, there is a risk that the attractiveness or profitability of the Issuer's investments will decrease also due to fluctuations in rates of other currencies. Nevertheless, the impact of such currency risk cannot be predicted reliably.

The Group's interest rate risk arises from long-term borrowings. The Group is exposed to cash flow interest rate risk as some of the Group's borrowings are subject to floating interest rates related to Euro Interbank Offered Rate and Warsaw Interbank Offer Rate. The Group seeks to manage its exposure to adverse fluctuations in exchange rates and interest rates by using currency and interest rate hedging instruments. There is a risk that the Group's results of operations may be adversely affected if its hedges are not effective in mitigating exchange rate and interest rate risks, if the Group is under hedged or if a hedge provider defaults on its obligations under the Group's hedging agreements. There can be no assurance that the Group's interest rate and exchange rate hedging arrangements or hedging policy will be sufficient or effective.

## **RISKS ASSOCIATED WITH THE STRUCTURE OF THE NOTES**

### **6.1. *The Issuer's right to redeem any Notes at its option may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.***

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

### **6.2. *Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.***

The market values of Notes issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Notes, the higher the price volatility as compared to conventional interest-bearing securities with comparable maturities. Therefore, investors should be aware that if Notes are to be issued at a substantial discount or premium, investors may experience significant price volatility in response to changes in market interest rates which could result in significant losses in case investors decide to sell the Notes before maturity in the secondary market.

## **LEGAL RISKS RELATED TO THE NOTES**

### **7.1. *The conditions of the Notes contain provisions which may permit their modification without the consent of all investors.***

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all the Noteholders including the ones who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. The Terms and Conditions of the Notes also provide that the Issuer may, without the consent of Noteholders agree to the amendment of any of the provisions of the Notes in order to correct a manifest error or comply with mandatory provision of the applicable law.

This may incur financial losses, among other things, to all the Noteholders, including the Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

## **RISKS RELATED TO THE MARKET FOR THE NOTES**

### ***8.1. There is no active trading market for the Notes.***

There can be no assurance that a liquid market for the Notes will develop and will be maintained. The investors may find it difficult to sell their Notes or to sell them at prices producing a return comparable to returns on similar investments in the secondary market.

The Notes shall be new securities which may not be widely distributed and for which there may be no active trading market (the same situation was visible with respect to previously issued notes of the Issuer (ISIN LT0000405938 and LT0000134439)). If a market does develop, it may still be not very liquid. Therefore, no liquidity of any market in the Notes can be assured; nor the ability of the Noteholders to sell their Notes or the prices at which they would be able to sell their Notes.

If the Notes are traded after their initial issuance, they may be traded at a discount or at a premium to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. It is possible that the market for the Notes will be subject to disruptions or volatility. Any such disruption or volatility may have a negative effect on holders of either series of the Notes, regardless of the Issuer's prospects and financial performance. As a result, there is no assurance that there will be an active trading market for the Notes. If no active trading market develops, you may not be able to resell your holding of the Notes at a fair value, if at all.

### ***8.2. If an investor holds Notes which are not denominated in the investor's home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.***

The Issuer will pay principal and interest on the Notes in euro Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

### ***8.3. The value of fixed rate Notes may be adversely affected by movements in market interest rates.***

Investment into Notes issued under the Programme, which are fixed rate Notes, involves the risk that subsequent changes in market interest rates may adversely affect the value of the fixed rate Notes. Particularly long-term fixed-rate Notes involve a high risk of a material decline in value if the market rate exceeds the rate paid in accordance with the fixed rate Notes. On the other hand, Noteholders that are subject to redemption at the option of the Issuer should not expect, in case of falling market rates, that the price would substantially exceed the redemption price. The yield to maturity on the Notes is affected by number of factors that cannot be predicted at the time of the investment.

### ***8.4. Credit ratings assigned to the Issuer and/or the debt may not reflect all the risks associated with an investment in those Notes.***

As indicated in the material event notification of the Company, dated 20 June 2025, Scope Ratings GmbH downgraded Company's senior unsecured debt rating from BB- to B and Issuer rating from B+ to B-. Thus, as of the date of this Base Prospectus, the Issuer has been assigned B- rating and the senior unsecured debt rating of the Issuer is B. Such ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. A credit

rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency ("**CRA**") established in the E.U. or in the United Kingdom ("**UK**") and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-E.U. or non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an E.U. or UK registered CRA or the relevant non-E.U. or non-UK rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). If the status of the rating agency rating the Notes changes, European or UK regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European or UK regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

Significant consideration by investors should be given to the credit ratings of the Issuer and its debt and their potential impact. Changes in the status or recognition of the rating agency could influence the acceptability and value of the Notes in secondary market, potentially leading to decreased liquidity and altered regulatory treatment for investors. Given these factors, the credit rating represents a material risk that could materially impact the value, secondary market trading, and overall attractiveness of the Notes, underscoring the importance for investors to carefully consider this aspect when making investment decisions.

In addition to that, when considering investment into the Company, significant consideration by investors should be given to the above downgrade by Scope Ratings GmbH of the Company's senior unsecured debt rating from BB- to B and Issuer rating from B+ to B-.

## INFORMATION INCORPORATED BY REFERENCE

The documents set out below that are incorporated by reference in this Base Prospectus are, where indicated, direct translations into English from the original languages of the documents. To the extent that there are any inconsistencies between the original language versions and the translations, the original language versions shall prevail. The information set out shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

1. The unaudited interim condensed consolidated financial statements of the Issuer, as at and for the quarter ended 31 March 2025 with comparative figures as at and for the financial year ended 31 December 2024 and quarter ended 31 March 2024, dated 30 May 2025 (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Investment Company (the Issuer)”).
2. The audited consolidated and separate financial statements of the Issuer, as at and for the financial year ended 31 December 2024 with comparative figures as at and for the financial year ended 31 December 2023, dated 15 April 2025, together with the consolidated annual report and the independent auditor’s report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Investment Company (the Issuer)”).
3. The audited consolidated and separate financial statements of the Issuer, as at and for the financial year ended 31 December 2023 with comparative figures as at and for the financial year ended 31 December 2022, dated 23 April 2024, together with the consolidated annual report and the independent auditor’s report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Investment Company (the Issuer)”).
4. Future audited consolidated and separate financial statements of the Issuer, as at and for the financial year ended 31 December 2025, together with the consolidated annual report and the independent auditor’s report thereon (as and when such financial statements shall be published by the Issuer and made available at [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail) (section “Financial Statements”, sub-section “Investment Company (the Issuer)”) in accordance with the requirements of the Prospectus Regulation during the twelve-month period of validity of this Base Prospectus).
5. Future unaudited consolidated and separate financial statements of the Issuer, for the six-month periods ended 30 June 2025 and 30 June 2026, together with the consolidated semi-annual report (as and when such financial statements shall be published by the Issuer and made available at [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail) (section “Financial Statements”, sub-section “Investment Company (the Issuer)”) in accordance with the requirements of the Prospectus Regulation during the twelve-month period of validity of this Base Prospectus).
6. Future unaudited interim financial statements of the Issuer, for the nine-month period ended 30 September 2025 (as and when such financial statements shall be published by the Issuer and made available at [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail) (section “Financial Statements”, sub-section “Investment Company (the Issuer)”) in accordance with the requirements of the Prospectus Regulation during the twelve-month period of validity of this Base Prospectus).
7. Future unaudited interim financial statements of the Issuer, for the twelve-month period ended 31 December 2025 (as and when such financial statements shall be published by the Issuer and made available at [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail) (section “Financial Statements”, sub-section “Investment Company (the Issuer)”) in accordance with the requirements of the Prospectus Regulation during the twelve-month period of validity of this Base Prospectus).
8. Future unaudited interim financial statements of the Issuer, for the three-month period ended 31 March 2026 (as and when such financial statements shall be published by the Issuer and made available at [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail) (section “Financial Statements”, sub-section “Investment Company (the Issuer)”) in accordance with the requirements of the Prospectus Regulation during the twelve-month period of validity of this Base Prospectus).
9. Articles of Association of the Issuer (they may be found at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “AEI Articles of association”).

Copies of the documents specified above as containing information incorporated by reference in this Base Prospectus (including any future financial information) will be published on the websites of (a) the Issuer at [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), (b) Nasdaq Vilnius at [www.nasdaqbaltic.com](http://www.nasdaqbaltic.com) and (c) also on website of the Central Storage Facility of Lithuania at [www.crib.lt](http://www.crib.lt).

In addition to that, copies of the documents specified above as containing information incorporated by reference in this Base Prospectus may also be inspected, free of charge, during normal business hours at the office of the Issuer at Jogailos str. 4, Vilnius, the Republic of Lithuania for 12 months from the date of this Base Prospectus.

Any information contained in or incorporated by reference in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus and for the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus, information contained on the website does not form part of this Base Prospectus and shall be considered as additional information, not required by the schedules of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation. In particular, the independent auditor's reports mentioned above contain references to "Other Information". Such "Other Information" does not form a part of this Base Prospectus.



## FINAL TERMS

In this section the expression "**necessary information**" means, in relation to any Tranche of Notes, the information which is necessary to an investor for making an informed assessment of the assets and liabilities, financial position, profits and losses, financial position and prospects of the Issuer and of the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer. In relation to the Notes which may be issued under the Programme the Issuer has included in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained in the relevant Final Terms.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus in order to obtain all relevant information. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Terms and Conditions described in the relevant Final Terms.

The issue-specific summary shall be annexed to the Final Terms of each of the Tranche and shall be announced in the same order as the Prospectus and provided to the BoL together with the Final Terms.

Following the publication of this Base Prospectus, if required, a supplement may be prepared by the Issuer and approved by the BoL in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent introduction of any issue of Notes to trading on Regulated Market of Nasdaq Vilnius.

## GENERAL TERMS AND CONDITIONS OF THE NOTES

The following is the text of the General Terms and Conditions which, as completed by the relevant Final Terms, will constitute terms and conditions of each Note issued under these General Terms and Conditions. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Notes may supplement, amend, or replace any information in these General Terms and Conditions.

### 1. Introduction

- (a) **General Terms and Conditions:** Closed – End Investment Company Intended for Informed Investors UAB “Atsinaujinančios energetikos investicijos” (the "**Issuer**") has established these General Terms and Conditions (the "**Terms and Conditions**") for the issuance of up to EUR 50,000,000 (fifty million euro) in aggregate principal amount of notes (the "**Notes**").
- (b) **Final Terms:** Notes issued under the Terms and Conditions are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a final terms (the "**Final Terms**") which completes these Terms and Conditions. The terms and conditions applicable to any particular Tranche of Notes are these Terms and Conditions as completed by the relevant Final Terms. The Notes of each Tranche will all be subject to identical terms, except that the Issue Dates (as defined below) and the Issue Prices (as defined below) thereof may be different in respect of different Tranches. In the event of any inconsistency between these Terms and Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) **The Notes:** All subsequent references in these Terms and Conditions to "Notes" are to the Notes which are the subject of the relevant Final Terms. Notes will be unsecured fixed rate Notes only. Copies of the relevant Final Terms are available for viewing and copies may be obtained from the Issuer closed – end investment company intended for informed investors UAB “Atsinaujinančios energetikos investicijos”, at Jogailos str. 4, Vilnius, Lithuania.

### 2. Interpretation

- (a) *Definitions:* In these Terms and Conditions the following expressions have the following meanings:

"**Accounting Principles**" means the international financial reporting standards (IFRS) within the of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

"**Associated Company**" means, in relation to the Issuer, any legal entity (corporation, partnership, limited liability company, joint venture, association, unincorporated organisation or contractual fund thereof, or any other entity, whether or not having a separate legal personality), in respect of which the Issuer, directly or indirectly, (i) does own shares or ownership rights representing 50 (fifty) per cent. or less of the total number of votes held by the owners, or (ii) otherwise does control 50 (fifty) per cent. or less of the total number of votes held by the owners.

"**Business Day**" means a day other than a Saturday, a Sunday, a national or a public holiday in Lithuania.

"**Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day.

"**Cash and Cash Equivalents**" means cash and cash equivalents in accordance with the Accounting Principles.

**"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) the financial covenant set forth in Clause 13(13(b)13(b)(i) is met on each day of the quarter to which the Compliance Certificate refers to; (B) there was no breach of any other undertakings set forth in Clauses 13(13(a) and 13(13(c)-(17; (C) 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 and:

- (i) if provided in connection with a Financial Report of the Issuer being made available, including calculations and figures in respect of the financial covenants as set forth in Clause 13(13(b)13(b)(ii) and 13(b)(iii), that the financial covenants set forth in Clauses 13(13(b)13(b)(ii) and 13(b)(iii) are met as per the last day of the quarter to which the Compliance Certificate refers to; or
- (ii) if provided in connection with a Subsequent Note Issue, that the financial covenants are met calculated *pro forma* including the Subsequent Note Issue.

The first reporting period will be for the year ending 31 December 2025.

**"Dealer"** and **"Issuing Agent"** means UAB FMI "Orion securities", reg. No 122033915, address: Antano Tumėno g. 4, LT-01110, Vilnius, Lithuania, registered with the Register of Legal Entities of the Republic of Lithuania.

**"EUR"** means the lawful currency of Lithuania.

**"Event of Default"** means an event or circumstance specified in Clause 18.

**"External Financial Debt"** means financial debt as stated in the relevant Financial Report, excluding debt between Issuer, any of the Subsidiaries or any of the Associated Companies.

**"Final Redemption Amount"** means, in respect of any Note, its principal amount as specified in the relevant Final Terms, payable at the Maturity Date.

**"Financial Report"** means the annual financial statements of any Group Company or any Associate Company and the quarterly interim statements of any Group Company or any Associate Company prepared in accordance with the applicable law.

**"Financial Report of the Issuer"** means consolidated financial statements of the Issuer and its subsidiary UAB "AEI Development" prepared in accordance with the applicable law.

**"First Issue Date"** means the date specified in the relevant Final Terms. **"Group"** means the Issuer and all the Subsidiaries from time to time (each a **"Group Company"**).

**"Initial Note Issue"** has the meaning set forth in Clause 3(3(a).

**"Interest"** means the interest on the Notes calculated in accordance with Clause 11(a).

**"Interest Commencement Date"** means the Issue Date of the Notes as specified in the relevant Final Terms.

**"Interest Payment Date"** means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and to the extent such day is not a Business Day, adjusted in accordance with the relevant Business Day Convention.

**"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.

**"Interest Rate"** has the meaning given in the relevant Final Terms.

**"Issue Date"** has the meaning given in the relevant Final Terms.

**"Issuer"** means UAB "Atsinaujinančios energetikos investicijos", a private limited liability closed - end investment company intended for informed investors registered in Lithuania. The Bank of Lithuania has approved the Articles of Association of the Issuer on 14 December 2020 (currently valid wording of Articles of Association of the Issuer was registered with the Register of Legal Entities of the Republic of Lithuania on 3 June 2024). The period of operation of the Issuer after its extension for 2 additional years is until 5 February 2028. UAB "Lords LB Asset Management", registry code 301849625, is acting as the Management Company of the Issuer (the **"Management Company"**).

**"Law on the Protection of Interests of Owners of Bonds "** means the Law on the Protection of Interests of Owners of Bonds issued by Public and Private Liability Companies of the Republic of Lithuania (in Lithuanian: *Lietuvos Respublikos akcinių bendrovių ir uždarytųjų akcinių bendrovių obligacijų savininkų interesų gynimo įstatymas*).

**"Law on Securities"** means the Law on Securities of the Republic of Lithuania (in Lithuanian: *Lietuvos Respublikos vertybinių popierių įstatymas*).

**"Market Loan"** means any loan or other indebtedness where an entity issues commercial paper, certificates, convertibles, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on Nasdaq Vilnius or any other regulated market or unregulated recognised marketplace.

**"Material Adverse Effect"** means a material adverse effect on (i) the business, financial condition or operations of the Group taken as a whole, (ii) the Issuer's ability or willingness to perform and comply with its payment and other undertakings under these Terms and Conditions or (iii) the validity or enforceability of these Terms and Conditions.

**"Material Company"** means the Issuer, a Subsidiary representing more than 5.00 (five) per cent. of total Issuer's business valuation as set forth in Clause 13(13(c) or Associated Company representing more than 5.00 (five) per cent. of total Issuer's business valuation as set forth in Clause 13(13(c).

**"Maturity Date"** means the date specified in the relevant Final Terms.

**"Nasdaq CSD"** means the Issuer's central securities depository and registrar in respect of the Notes from time to time; initially Lithuanian branch of Nasdaq CSD SE, reg. no. 304602060, address Konstitucijos ave. 29-1, Vilnius, Lithuania.

**"Nasdaq Vilnius"** means the regulated market (as defined in Directive 2014/65/EU on markets in financial instruments) of AB Nasdaq Vilnius, reg. no. 110057488, Konstitucijos ave. 29, Vilnius, Lithuania.

**"Nominal Amount"** has the meaning set forth in Clause 6(a).

**"Noteholder"** means the Person who's Notes are registered on the Securities Account.

**"Noteholders' Meeting"** means a meeting among the Noteholders held in accordance with Clause 19 (*Noteholders' Meeting and Procedure in Writing, Modification and Waiver*).

**"Permitted Business"** means (a) any businesses in activities engaged in by the Issuer or any of its Subsidiaries on the Issue Date or (b) any businesses that are related, complementary, incidental, ancillary or similar to the foregoing or are reasonable extensions or developments of any thereof in Lithuania, Latvia, Estonia or Poland.

**"Permitted Disposal"** means the sale or otherwise disposal of shares in any Group Company or of any of Issuer's or any Group Company's assets or operations where such individual transaction and the total amount of such transactions during one calendar year does not exceed EUR 500,000 (five hundred thousand) and the transaction is carried out at fair market value, on terms customary for such transactions.

**"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.

**"Procedure in Writing"** means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 19 (*Noteholders' Meeting and Procedure in Writing, Modification and Waiver*).

**"Redemption Date"** means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 12 (*Redemption and repurchase of the Notes*).

**"Relevant Period"** means each period of 3 (three), 6 (six), 9 (nine) or 12 (twelve) consecutive calendar months of the relevant Financial Report.

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

**"Subsequent Note Issue"** has the meaning set forth in Clause 3(3(b)).

**"Subsidiary"** means, in relation to the Issuer, any legal entity, in respect of which the Issuer, directly or indirectly, (i) owns shares or ownership rights representing more than 50 (fifty) per cent. of the total number of votes held by the owners, (ii) otherwise controls more than 50 (fifty) per cent. of the total number of votes held by the owners, (iii) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body or (iv) exercises control as determined in accordance with the Accounting Principles.

**"Trustee"** means the Noteholders' Trustee under these Terms and Conditions from time to time; initially CSC (Sweden) AB (former name Intertrust (Sweden) AB), reg. no. 556625-5476, address Sveavägen 9, 111 57, Stockholm, Sweden.

**"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.

(b) *Interpretation:* In these Terms and Conditions:

- (i) any reference to principal shall be deemed to include the Redemption Amount, any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Terms and Conditions;
- (ii) any reference to interest shall be deemed to include any additional amount in the nature of interest payable pursuant to these Terms and Conditions;
- (iii) if an expression is stated in Clause 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**not applicable**" then such expression is not applicable to the Notes;
- (iv) 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.
- (v) An Event of Default is continuing if it has not been remedied or waived.
- (vi) 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.
- (vii) 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.
- (viii) No delay or omission of the Trustee or of any Noteholder 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. Principal amount and issuance of the Notes

- (a) Under these Terms and Conditions for the issuance of notes the Issuer may issue notes up to an aggregate principal amount of EUR 50,000,000 (fifty million euro) (the “Notes”). The Issuer intends to issue the initial Notes under the Programme (“**Initial Note Issue**”) until 31 December 2025.
- (b) After the Initial Note Issue is issued, the Issuer may at one or more occasions issue subsequent Note issues under these Terms and Conditions (each such issue, a “**Subsequent Note Issue**”), until the total amount under such Subsequent Note Issue(s) and the Initial Note Issue equals EUR 50,000,000 (fifty million euro) subject conditions set forth in Clauses 13 and 16 are met.

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

### 4. Status of the Notes

The Notes constitute direct, unconditional, unsubordinated and unsecured 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 unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

### 5. Use of Proceeds

The proceeds of the issue of each Series of Notes will be transferred to the Issuer and used towards refinancing existing remaining outstanding bonds (ISIN LT0000405938) of EUR 53,434,000, with

any remaining proceeds of the issue to be used towards refinancing of other loan obligations or to finance, in part or in full, acquisition, development and construction of projects in renewable solar and wind energy and related infrastructure, energy efficiency and environmentally sustainable management of living natural resources and land use.

## 6. Denomination, Title, Issue Price, Transfer and Underwriting

- (a) **Denomination:** Denomination of each Note is at least EUR 1,000 (one thousand) (the “Nominal Amount”).
- (b) **Title to Notes:** The title to the Notes will pass to the relevant investors when the respective entries regarding the ownership of the Notes are made in their Securities Accounts.
- (c) **Issue Price:** The Notes may be issued at their nominal amount or at a discount or a premium to their nominal amount (the “Issue Price”). The Issue Price shall be determined by the Issuer and specified in the applicable Final Terms.

The yield of each Tranche set out in the applicable Final Terms will be calculated as of the relevant Issue Date on an annual basis using the relevant Issue Price. It is not an indication of future yield.

- (d) **Transfers of Notes:** The Notes are freely transferrable. Notes subscribed and paid for shall be entered to the respective book-entry Securities Accounts of the subscriber(s) on a date set out in the Final Terms in accordance with the Lithuanian legislation governing the book-entry system and book-entry accounts as well as the Nasdaq CSD Rules.
- (e) **No charge:** The transfer of a Note 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 Notes, the holding of the Notes or any other operations in relation to the Notes. The Issuer and or the Dealer will not compensate the Noteholders for any such expenses.
- (f) **Underwriting:** None of the Tranches of Notes will be underwritten.

## 7. Notes in Book-Entry Form

The Notes shall be issued as registered book-entry (dematerialised) securities as entries within Nasdaq CSD, which is regional Baltic and Iceland central securities depository (CSD) with a business presence in the Republic of Lithuania, the Republic of Latvia, the Republic of Estonia and the Republic of Iceland. Nasdaq CSD is licensed under the CSDR and authorised and supervised by the Bank of Latvia (in Latvian: *Latvijas Banka*). Nasdaq CSD operates as the operator of the Lithuanian securities settlement system, which is governed by Lithuanian 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 Noteholders in accordance with the applicable Lithuanian legislation. Consequently, the Notes exist as an electronic entry in a securities account with Nasdaq CSD. Only persons holding the Notes directly or indirectly (e.g., through omnibus accounts maintained by investment firms) with Nasdaq CSD will be considered by the Issuer as the Noteholders of such Notes.

## 8. Right to Act on Behalf of a Noteholder

- (a) If any Person other than a Noteholder 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.

- (b) A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under these Terms and Conditions in relation to the Notes for which such representative is entitled to represent the Noteholder.
- (c) 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 Clauses 8(a) and 8(b) 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.

## 9. Payments to the Noteholders

- (a) **Payments:** Payments of amounts (whether principal, interest or otherwise, including on the final redemption) due on the Notes will be made to the Noteholders thereof, as appearing in Nasdaq CSD on the fifth (5th) Business Day preceding the due date for such payment (the "**Record Date**"). Payment of amounts due on the final redemption of the Notes will be made simultaneously with deletion of the Notes. The Noteholders shall not be required to provide any requests to redeem the Notes, as upon Maturity Date of the Notes, the nominal value thereof with the cumulative interest accrued shall be transferred to the accounts indicated by the Noteholders without separate requests/requirements of the Noteholders. As of that moment the Issuer shall be deemed to have fully executed the obligations, related to the Notes and their redemption, disregarding the fact, whether the Noteholder actually accepts the funds or not. In case requisites of the account of the Noteholder changes, he/she/it shall have an obligation to promptly inform the Issuer thereof.
- (b) **Payments subject to fiscal laws:** All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment. No commissions or expenses shall be charged to the Noteholders in respect of such payments by the Issuer. 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 Noteholders for any such expenses.
- (c) **Payments on Business Days:** If the due date for payment of the Final Redemption Amount of the Notes is not a Business Day, the Noteholder thereof will not be entitled to payment thereof until the next following Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with the Terms and Conditions.

## 10. Taxation

- (a) **No gross up for taxes:** Payments of principal and interest in respect of the Notes by or on behalf of the Issuer shall be made subject to, and net of, any deduction or withholding for 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 thereof or by any authority therein or thereof having power to tax. In the event the Issuer was required to deduct or withhold such amounts in respect of any payments or principal or interest under the Notes, it would be required to make such deduction or withholding and remit the amount so deducted or withheld to the appropriate taxing authority. There is no "gross-up" provision in respect of the Notes and neither the Issuer nor any other person will be required to pay any additional amounts in respect of any such deduction or withholding.



- (b) **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.

## 11. Interest

- (a) **Accrual of interest:** The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrears on each Interest Payment Date, subject as provided in Clause 9 (*Payments to the Noteholders*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Clause 11 (as well after as before judgment) until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder.

Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made semi-annually or quarterly (as indicated in the Final Terms) in arrears to the Noteholders on each Interest Payment Date for the preceding Interest Period.

Accrued interest in respect of the Notes will be calculated using Act/Act (ICMA) day count convention. Accrued interest for a time period shorter than Interest Period is calculated according to the formula below:

$$\text{CPN} = F \times C/2 \times D / A,$$

Where:

CPN – value of accrued interest in EUR;

F – Nominal Value on the relevant Interest Payment Date;

C – interest rate (%) payable on the Notes under these Terms and Conditions and the respective Final Terms;

D – number of days in the period for which accrued interest is calculated;

A – actual number of days in the corresponding Interest Period.

## 12. Redemption and Repurchase of the Notes

- (a) **Scheduled redemption at maturity:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount together with accrued but unpaid Interest on the Maturity Date, subject as provided in Clause 9 (*Payments to the Noteholders*).

- (b) **Redemption at the option of the Issuer (call option):** Notes may be redeemed at the option of the Issuer in whole or in part (subject to the condition below) on any Business Day under the conditions, indicated in the Final Terms.

Redemption in accordance with Clause 12(b) shall be made by the Issuer giving not less than 30 (thirty) but no more than 60 (sixty) calendar days' notice to the Noteholders and the Trustee (which notice shall be irrevocable and shall specify the date fixed for redemption).

In the event of partial redemption, as indicated above the Notes have been redeemed by the Issuer so that the outstanding nominal amount of Notes is less than EUR 5,000,000, the Issuer shall be obliged, on not less than 30 (thirty) but not more than sixty (60) calendar days' irrevocable notice to the Noteholders in accordance with Clause 17 (Notices) given within 30 (thirty) days after the indicated threshold (EUR 5,000,000) is reached, redeem on a date to be specified in such notice at its option, all (but not some only) the remaining Notes at the

same price per Note indicated in one of the items i. to iv. above (depending on the timing of the redemption), together with interest accrued to, but excluding, the date of redemption.

(c) ***De-listing Event or Listing Failure Put Option***

If at any time while any Note remains outstanding, there occurs (A) a **De-listing Event** (as defined below), or (B) a Listing Failure (as defined below), each Noteholder will have the option (the "**De-listing Event or Listing Failure Put Option**") (unless, prior to the giving of the De-listing Event or Listing Failure Event Notice (as defined below), the Issuer gives notice to redeem the Notes under Clause 12(c) or 12(b) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Notes, on the De-listing Event or Listing Failure Put Date (as defined below) at a price per Note equal to 101.00 (one hundred and one) 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 Notes, trading in the Notes on Nasdaq Vilnius regulated market is suspended for a period of 15 (fifteen) consecutive Business Days (when Nasdaq Vilnius is at the same time open for trading).

A "**Listing Failure**" shall be deemed to have occurred if at any time following the First Issue Date either i) the Notes issued under the Initial Note Issue are not listed on the Baltic Bond List of Nasdaq Vilnius within 12 (twelve) months after the Issue Date, or ii) upon any Subsequent Note Issue, the Notes are not listed or the volume of Notes listed on Nasdaq Vilnius is not increased accordingly not later than 30 (thirty) Business Days after the relevant 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 Noteholders in accordance with Clause 21 (*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 12(c).

To exercise the De-listing Event or Listing Failure Put Option, the Noteholder must notify the Issuer at any time falling within the period (the "**De-listing Event or Listing Failure Put Period**") of 30 (thirty) days after a De-listing Event or Listing Failure Notice is given, 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 "**Change of Control Put Exercise Notice**"). Payment in respect of any Notes will be made, if the Noteholder duly specified a bank account in the De-listing Event or Listing Failure Put Exercise Notice to which payment is to 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**") by transfer to that bank account. 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 Noteholder may incur as a result of or in connection with such Noteholder'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) per cent. or more in principal amount of the Notes then outstanding have been redeemed pursuant to this Clause 12(c), the Issuer may, on not less than 30 (thirty) but

not more than sixty (60) calendar days' irrevocable notice to the Noteholders in accordance with Clause 21 (*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 Notes at a price per Note equal to 101.00 (one hundred and one) per cent. of the Nominal Amount, together with interest accrued to, but excluding, the date of redemption.

The Issuer shall not be required to repurchase any Notes pursuant to this Clause 12(c), if a third party in connection with the occurrence of a De-listing Event or Listing Failure, as applicable, offers to purchase the Notes in the manner and on the terms set out in this Clause 12(c) (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If the Notes tendered are not purchased within the time limits stipulated in this Clause 12(c), the Issuer shall repurchase any such Notes within 5 (five) Business Days after the expiry of the time limit.

(d) ***Redemption at the option of Noteholders upon a Change of Control.*** If at any time while any Note remains outstanding, there occurs a Change of Control Event (as defined below) each Noteholder will have the option (unless, prior to the giving of the Change of Control Event Notice (as defined below), the Issuer gives notice to redeem the Notes under Clause 12(d) or 12(b)) (the "**Change of Control Put Option**") to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Notes, on the Change of Control Put Date (as defined below) at a price per Note equal to 101.00 (one hundred and one) per cent. of the Nominal Amount together with interest accrued to, but excluding, the Change of Control Put Date.

Where:

A "**Change of Control Event**" shall be deemed to have occurred if UAB Lords LB Asset Management, registry code 301849625, no longer is acting as the Management Company of the Issuer.

Promptly upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice (a "**Change of Control Put Event Notice**") to the Noteholders in accordance with Clause 21 (*Notices*) specifying the nature of the Change of Control Event and the circumstances giving rise to it and the procedure for exercising the Change of Control Put Option contained in this Clause 12(d).

To exercise the Change of Control Put Option, the Noteholder must notify the Issuer at any time falling within the period (the "**Change of Control Put Period**") of 30 (thirty) days after a Change of Control Put Event Notice is given, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Issuer or Trustee within the Change of Control Put Period (a "**Change of Control Put Exercise Notice**"). Payment in respect of any Notes will be made, if the Noteholder duly specified a bank account in the Change of Control Put Exercise Notice to which payment is to be made, on the date which is the 5<sup>th</sup> (fifth) Business Day following the expiration of the Change of Control Put Period (the "**Change of Control Put Date**") by transfer to that bank account. A Change of Control 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 Noteholder may incur as a result of or in connection with such Noteholder's exercise or purported exercise of, or otherwise in connection with, Change of Control Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

If 75 (seventy-five) per cent. or more in principal amount of the Notes then outstanding have been redeemed pursuant to this Clause 12((d), the Issuer may, on not less than 30 (thirty) but not more than 60 (sixty) calendar days' irrevocable notice to the Noteholders in accordance with Clause 21 (*Notices*) given within 30 (thirty) days after the Change of Control Put Date, redeem on a date to be specified in such notice at its option, all (but not some only) of the remaining Notes at a price per Note equal to 101.00 (one hundred and one) per cent. of the Nominal Amount, together with interest accrued to but excluding the date of redemption.

The Issuer shall not be required to repurchase any Notes pursuant to this Clause 12(d) if a third party in connection with the occurrence of a Change of Control Event, as applicable, offers to purchase the Notes in the manner and on the terms set out in this Clause 12(d) (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If the Notes tendered are not purchased within the time limits stipulated in this Clause 12(d), the Issuer shall repurchase any such Notes within 5 (five) Business Days after the expiry of the time limit.

- (e) **Purchase:** The Issuer, or any of its Subsidiaries, may at any time purchase Notes in the open market or otherwise and at any price. Such Notes may be held, resold or surrendered by the purchaser through the Issuer for cancellation. Notes held by or for the account of the Issuer or any of its Subsidiaries for their own account will not carry the right to vote at the Noteholders' Meetings or within Procedure in Writing and will not be taken into account in determining how many Notes are outstanding for the purposes of these Terms and Conditions of the Notes.

### 13. Special Undertakings

So long as any Notes remains outstanding, the Issuer undertakes to comply with the special undertakings set forth in this Clause 13.

- (a) **Nature of business:** The Issuer shall procure that no substantial change is made to the general nature of the business as carried out by the Issuer on the First Issue Date.
- (b) **Financial covenants:** The Issuer shall, during as long as any Note is outstanding ensure compliance with the following financial covenants:

- (i) **Minimum Liquidity** – the Issuer shall in aggregate at all times maintain a combined Free Cash of minimum EUR 1,500,000 (one million five hundred thousand).

Where:

A "**Free Cash**" shall mean on any date the amount of unrestricted, unpledged and freely available cash on the Issuer's accounts. The Minimum Liquidity covenant shall be tested on each day and published in the quarterly Financial Reports of the Issuer.

In case of the breach of Minimum Liquidity requirement, Free Cash amount has to be restored in 30 (thirty) calendar days. The Issuer shall provide the Trustee with such further information as the Trustee may request (acting reasonably), including, for the avoidance of doubt, calculations, figures and supporting documents in respect of Minimum Liquidity covenant.

- (ii) **Equity Ratio** – the Issuer ensures that Equity Ratio of the Issuer is at all times 50 (fifty) per cent. or higher. Equity Ratio is tested twice a year.

Where:

A "**Equity Ratio**" shall mean Equity divided by Total Assets.

A "**Equity**" shall mean the aggregate book value of total equity of the Issuer at the end of any Relevant Period according to the latest semi-annual or annual Financial Report of the Issuer.

A "**Total Assets**" shall mean the aggregate book value of the Issuer's total assets according to the latest semi-annual or annual Financial Report of the Issuer.

In case of the breach of Equity Ratio requirement, the Issuer together with the Compliance Certificate has to provide the Trustee with the list of measures which would evidence the restoration of Equity Ratio during next six months but not later than until next Equity Ratio testing date. The Issuer shall provide the Trustee with such further information as the Trustee may request (acting reasonably), including, for the avoidance of doubt, calculations, figures and supporting documents in respect of Equity Ratio covenant.

- (iii) **Leverage Ratio** – the Issuer ensures that Leverage Ratio at all times is 75 (seventy five) per cent. or lower. Leverage Ratio is tested twice a year.

Where:

A "**Leverage Ratio**" shall mean Consolidated External Financial Debt divided by the sum of Equity and Consolidated External Financial Debt.

A "**Consolidated External Financial Debt**" shall mean the aggregate of: External Financial Debt of the Issuer, External Financial Debt of each Subsidiary multiplied by the per cent. of equity owned by the Issuer in that Subsidiary, External Financial Debt of each Associated Company multiplied by the per cent. of equity owned by the Issuer in that Associated Company at the end of any Relevant Period according to the latest semi-annual or annual Financial Report of the relevant entity.

An "**Equity**" shall mean the aggregate book value of total equity of the Issuer at the end of any Relevant Period according to the latest semi-annual or annual Financial Report of the Issuer.

In case of the breach of Leverage Ratio requirement, the Issuer together with the Compliance Certificate has to provide the Trustee with the list of measures which would evidence the restoration of Leverage Ratio during next six months but not later than until next Leverage Ratio testing date. The Issuer shall provide the Trustee with such further information as the Trustee may request (acting reasonably), including, for the avoidance of doubt, calculations, figures and supporting documents in respect of Leverage Ratio covenant.

- (c) **Business valuations:** The Issuer shall, at least once a year, procure that an external Issuer's business valuation report is prepared by a reputable independent business appraiser. The last business valuation was executed and the report was issued by KPMG Baltics UAB on 7 February 2025. The Issuer shall further procure that the results of such business valuation report, or (if available) any subsequent comparable valuation report(s) replacing such valuation report(s), are reflected in good faith and in accordance with the Issuer's valuation policy in the following Financial Report(s) of the Issuer.

- (d) **Disposals of assets:** The Issuer shall not, and shall procure that none of the Subsidiaries, sell or otherwise dispose of shares in any Group Company or of all or substantially all of its or any Group Company's assets or operations to any Person not being the Issuer or any of the wholly-owned Subsidiaries, unless such sale, transfer or disposal:

- (i) constitutes a Permitted Disposal, or

- (ii) the transaction (taken as a whole also taking into account any transaction ancillary or related thereto) is carried out at a price, which cannot be more than 5% lower than the market value based on:
  - a. in case of sale of shares in any Group Company – the valuation reports set forth in Clause 13(c) and on Terms and Conditions customary for such transaction;
  - b. in case of sale of assets – the valuation reports of those assets, prepared by a reputable independent property valuator, licensed in Lithuania, and  
provided that at least 75 (seventy five) per cent. of the consideration is received in cash.

Within 365 days after the receipt of any net proceeds from the transaction, the Issuer (or the applicable Subsidiary, as the case may be) may apply such net proceeds (at the option of the Issuer or such Subsidiary):

- (i) to repay, repurchase, prepay or redeem (i) Financial Indebtedness of the Issuer or any Subsidiary or Associated Company; (ii) the Notes, pursuant to relevant Redemption conditions;
- (ii) to acquire all or substantially all of the assets of, or a majority interest in the capital stock of, another Permitted Business;
- (iii) to make a capital expenditure;
- (iv) any combination of the foregoing.

The Issuer shall notify the Trustee of any such transaction and provide the Trustee with a confirmation regarding compliance with the conditions set out in Clause 13(d) above. The Issuer shall, upon request by the Trustee, provide the Trustee with (i) any information relating to the transaction which the Trustee deems necessary (acting reasonably), and (ii) a determination from the Issuer which states whether the transaction is carried out on an arm's length basis and on terms and conditions customary for such transaction or not and whether it has a Material Adverse Effect or not. The Trustee may assume that any information provided by the Issuer is correct, and the Trustee shall not be responsible or liable for the adequacy, accuracy or completeness of such information. The Trustee is not responsible for assessing if the transaction is carried out on an arm's length basis and on terms and conditions customary for such transaction and whether it has a Material Adverse Effect, but is not bound by the Issuer's determination above.

(e) **Financial reporting:** The Issuer shall:

- (i) prepare and make available the annual audited Financial Reports of the Issuer to the Trustee and on Issuer's website not later than 4 (four) months after the expiry of each financial year;
- (ii) prepare and make available the quarterly interim unaudited Financial Reports of the Issuer to the Trustee and on Issuer's website not later than 2 (two) months after the expiry of each relevant interim period;
- (iii) prepare and make available a Compliance Certificate to the Trustee and on Issuer's website (i) when a Financial Report of the Issuer is made available, (ii) in connection with any other Subsequent Note Issue, which requires that the Financial covenants set forth in Clause 13(b) are tested and met, and (iii) at the Trustee's reasonable request, within 20 (twenty) calendar days from such request; and

- (iv) prepare the Financial Reports of the Issuer in accordance with the Accounting Principles and make them available together with Compliance Certificate in accordance with the rules and regulations of Nasdaq Vilnius and the Law on Securities (as amended from time to time) upon listing of the Notes.

#### 14. **Negative Pledge**

The Issuer shall not, as long as the Notes are not redeemed in full, 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, other than share pledges on the Issuer's shares in its Subsidiaries securing the respective Subsidiary's financing arrangements.

#### 15. **Limits on Distributions**

Any payment of Distribution shall be subject to that a Compliance Certificate duly signed by the Issuer is provided to the Trustee confirming that:

- (a) no Event of Default is outstanding, continuing or would occur from such Distribution; and
- (b) the Financial covenants set forth in Clause 13(b) are met and continued compliance immediately after such Distribution; and
- (c) the Distribution amount for the relevant period does not exceed the consolidated cashflow of the Group including asset sale proceeds and excluding increase in debt of that period reduced by the amount needed to service Consolidated External Financial Debt and by the amount needed to service issued Notes during the same period.

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.

#### 16. **Financial Indebtedness restrictions**

The Issuer shall not, as long as the Notes are not redeemed in full, incur, create or permit to subsist any Financial Indebtedness other than Permitted Debt.

Where:

A "**Financial Indebtedness**" shall mean any indebtedness as defined in accordance with the Accounting Principles in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (b) 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 as applicable on the First Issue Date (a lease which in the accounts of the Group is treated as an asset and a corresponding liability);
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised under any other transaction having the commercial effect of a borrowing (including forward sale or purchase arrangements);
- (e) 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);

- (f) 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
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a) to (f).

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

A "**Permitted Debt**" shall mean incurrence of any of the following items of Financial Indebtedness as defined in accordance with the Accounting Principles:

- (a) incurred under or in connection as a result of issuance of Notes by the Issuer under these Terms and Conditions;
- (b) taken up from a Group Company;
- (c) incurred in order to fully refinance the Notes and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Notes (taking into account the rules and regulations of the Nasdaq CSD);
- (d) any financial indebtedness under any hedging arrangements entered into on market terms and as part of the ordinary course of business of the Issuer and for non-speculative purposes;
- (e) the incurrence by the Issuer of Existing Indebtedness with no right to increase, extend or renew the maturity of the Existing Indebtedness. Where an "**Existing Indebtedness**" shall mean Financial Indebtedness of the Issuer in existence as of the first issuance of Notes under these Terms and Conditions;
- (f) guarantee or other assurance provided by Issuer for the benefit of:
  - (i) Group Company's or Associated Company's counterparts of long-term fixed price power purchase agreements; or
  - (ii) Group Company's or Associated Company's counterparts of business/assets acquisitions transactions;

with the total amount of such guarantees or other assurances at any time not exceeding EUR 60,000,000 (sixty million) (the guarantees issued by the Issuer primarily serve to secure project development and construction payments under the signed project development, construction and equipment agreements; these guarantees are valid throughout the entire duration of the relevant contracts, are typically contingent upon the occurrence of specified project milestones or payments and do not involve fixed repayment schedules or amortization plan at the guarantee level; instead, their validity persists until the completion of the contractual obligations or until they are released in accordance with the contractual terms);

**always provided that:** (A) a Compliance Certificate duly signed by the Issuer is provided to the Trustee additionally confirming that a) no Event of Default is continuing, or would result from the additional borrowing and b) the Financial covenants as set forth in Clause 13(b) are met and continued compliance immediately after such Distribution additional borrowing; and (B) such other documents and information as is agreed between the Trustee and the Issuer are provided to the Trustee.

#### 17. **General warranties and undertakings**

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



- (a) the Issuer is a duly registered a private liability closed end investment company intended for informed investors operating in compliance with the laws of Lithuania;
- (b) 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;
- (c) the Issuer has all the rights and sufficient authorizations to and the Issuer has performed all the formalities required for issuing the Notes;
- (d) all information that is provided by the Issuer to the Trustee or the Noteholders is true, accurate, complete and correct as of the date of presenting the respective information and is not misleading in any respect;
- (e) 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;
- (f) 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 or Group's financial position or profitability; and
- (g) there are no criminal or misdemeanour proceedings pending or initiated against the Issuer.

#### 18. **Events of Default**

If an Event of Default (as defined below) occurs, any Noteholder may at any time falling within the period of 60 (sixty) days after an Event of Default Notice is given (the "**Early Repayment Notice Period**"), by written notice to the Issuer declare any Note held by it and the interest accrued on such Note to be prematurely due and payable, provided that an Event of Default is continuing on the date of receipt of the Noteholder's notice by the Issuer. Payment in respect of such Notes will be made on the date which is the 5<sup>th</sup> (fifth) Business Day following the expiration of the Early Repayment Notice Period (the "**Early Repayment Date**"). Interest on such Note accrues until the Early Repayment Date (excluding the Early Repayment Date).

The Issuer shall notify the Noteholders and the Trustee about the occurrence of an Event of Default (and the steps, if any, taken to remedy it) in accordance with Clause 21 (*Notices*) promptly upon becoming aware of its occurrence.

Each of the following events shall constitute an event of default (an "**Event of Default**"):

- (a) **Non-payment:** The Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any amount of interest in respect of the Notes on the due date for payment thereof and the default continues for a period of 5 (five) days.
- (b) **Breach of other obligations:** The Issuer does not comply with these Terms and Conditions in any other way than as set out under Clause 13(c)(a) above, excluding with Financial covenants as set out under Clause 13((b) above, 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.
- (c) **Breach of Financial covenants:** The Issuer does not comply with any financial covenant as set forth in Clause 13((b) and is not remedied within:
  - (i) 30 (thirty) calendar days in case of the breach of Minimum Liquidity requirement; or
  - (ii) 6 (six) months period when Equity Ratio or Leverage Ratio covenants under Clause 13(b)(ii) or (iii) were tested in accordance with the next relevant Financial Report.
- (d) **Cross-Default:**

- (i) Any Financial Indebtedness of the Issuer, Associated Company or any Group Company is not paid when due nor within any originally applicable grace period or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default howsoever described under any document relating to Financial Indebtedness of the Issuer, Associated Company and any Group Company; or
  - (ii) Any security interest securing Financial Indebtedness over any asset of the Issuer, Associated Company and any Group Company is enforced,
    - provided however that the amount of Financial Indebtedness referred to under item (i). and/or (ii). above, individually or on the consolidated basis exceeds an amount corresponding to EUR 500,000 (five hundred thousand).
- (e) **Insolvency:** The Issuer is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors (other than under these Terms and Conditions) with a view to rescheduling its Financial Indebtedness or the value of the assets of the Issuer is less than its liabilities (taking into account contingent and prospective liabilities).
- (f) **Insolvency proceedings:** Any corporate action, legal proceedings or other procedures are taken (other than (i) 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 and (ii) in relation to the Subsidiaries, voluntary liquidations) in relation to:
- (i) insolvency, liquidation, cy or restructuring (in Lithuanian: *nemokumas, likvidavimas, bankrotas, restruktūrizavimas*) (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Company;
  - (ii) the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer in respect of any Material Company or any of its assets; or
  - (iii) any analogous procedure or step is taken in any jurisdiction in respect of any Material Company.
- (g) **Mergers and demergers:**
- (i) a decision is made that any Material Company (other than the Issuer) shall be merged or demerged into a company which is not a Group Company, unless the Trustee has given its consent (not to be unreasonably withheld or delayed) in writing prior to the merger and/or demerger (where consent is not to be understood as a waiver of the rights that applicable law at the time assigns the concerned creditors); or
  - (ii) the Issuer merges with any other Person or is subject to a demerger, with the effect that the Issuer is not the surviving entity.
- (h) **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 Noteholders in all legal proceedings and take every reasonable measure necessary to recover the amounts outstanding under the Notes. The Issuer shall notify the Trustee about being declared insolvent in accordance with Clause 21 (*Notices*) promptly upon becoming aware of its occurrence. In such a case, all payments by the Issuer relating to the Notes 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 Noteholders. The Trustee shall arrange for payments of such funds in the following order of priority as soon as reasonably practicable:

- (a) *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 Noteholders' 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 Noteholders' Meeting or a Written Procedure;
- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes; and
- (d) *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 18 the Trustee, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid.

#### **19. Noteholders' Meeting and Procedure in Writing, Modification and Waiver**

The Trustee will, in accordance with the Terms and Conditions, represent the Noteholders in respect of the Notes.

- (a) **General provisions:** The decisions of the Noteholders (including decisions on amendments to these Terms and Conditions Notes or the Final Terms of the relevant Series or granting of consent or waiver) shall be passed at the Noteholders' Meeting or in Procedure in Writing at the choice of the Trustee.

The Trustee shall have a right to convene the Noteholders' Meeting or instigate the Procedure in Writing at any time and Trustee shall do so following a written request from the Issuer or Noteholders who, on the day of the request, represent not less than 1/10 (one-tenth) of the aggregate principal amount of the outstanding Notes or of the aggregate principal amount of the outstanding Notes of the relevant Series (as applicable) (excluding the Issuer and its Subsidiaries). As a general rule, the Noteholders' Meeting or in Procedure in Writing is convened by a decision of the Trustee.

The Trustee may refrain from convening the Noteholders' Meeting or instigating the Procedure in Writing if (i) the suggested decision does not fall under the competence of Noteholders, or (ii) the suggested decision is not in accordance with applicable laws.

In case convening of the Noteholders' Meeting or instigation of the Procedure in Writing is requested by the Issuer or Noteholders, the Trustee shall be obliged to initiate convocation of the Noteholders' Meeting or instigate the Procedure in Writing within 5 (five) Business Days after receipt of the respective Issuer's or Noteholders' written request.

All expenses in relation to the convening and holding the Meeting of Bondholders shall be covered by the Issuer.

Only those who were registered as the Noteholders by the end of the 5<sup>th</sup> (fifth) Business Day prior to convening the Noteholders' Meeting or instigation of the Procedure in Writing or proxies authorised by such Noteholders, may exercise their voting rights at the Noteholders' Meeting or in the Procedure in Writing.

If the Issuer and/or its Subsidiaries are the Noteholders, their principal amount of the Notes will be excluded when a quorum is calculated.

Without amending or varying these Terms and Conditions, the Trustee may prescribe such further regulations regarding the convening and holding of the Noteholders' Meeting or the Procedure in Writing as the Trustee may deem appropriate. Such regulations may include, e.g., a possibility for Noteholders to vote without attending the meeting in person, holding the Noteholders' Meeting in the form of a video conference, etc.

- (b) **Quorum:** Quorum at the Noteholders' Meeting or in respect of the Procedure in Writing only exists if (i) at least 2 (two) or more persons representing more than 50 (fifty) per cent or (ii) one Noteholder holding 100 (one hundred) per cent of the principal amount of the Series of Notes outstanding are present in the meeting or provide replies in the Procedure in Writing.

If quorum does not exist at the Noteholders' Meeting or in respect of the Procedure in Writing, the Trustee shall convene an adjourned Noteholders' Meeting or instigate a second Procedure in Writing, as the case may be, on a date no earlier than 5 (five) days and no later than 10 (ten) days after the original meeting at a place to be determined by the Issuer.

The adjourned Noteholders' meeting does not have a quorum requirement.

The notice of the adjourned meeting or, in the Procedure in Writing, information regarding the extended time for replies, must be given in the same manner as the notice of the original meeting or the Procedure in Writing. The notice must also include the requirements for a constitution of a quorum.

The voting rights of the Noteholders will be determined on the basis of the principal amount of the Notes held.

- (c) **Noteholders decisions:** A Noteholders' Meeting or a Procedure in Writing may, at the request of the Issuer, make decisions that are binding on the Noteholders on:

- (i) any amendments to the terms and conditions of the relevant Series of Notes, and
- (ii) a temporary waiver regarding the terms and conditions of the relevant Series of Notes.

The consent of Noteholders representing at least 75 (seventy-five) per cent of the aggregate principal amount of the outstanding Notes attending the Noteholders' Meeting or participating in the Procedure in Writing will be required to make any amendments to the terms and conditions of the relevant Series of Notes, including:

- (i) waive a breach of or amend the undertakings set out in Clause 13 (*Special undertakings*); or
- (ii) increase the quorum requirements of the Noteholders' Meeting or Procedure in Writing;
- (iii) increase the majority required for the decisions of the Noteholders' Meeting or Procedure in Writing; and/or
- (iv) for a temporary waiver regarding the terms and conditions of the relevant Series of Notes.

Notes held by or for the account of the Issuer or any of its Subsidiaries for their own account will not carry the right to vote at the Noteholders' Meetings and will not be taken into account in determining how many Notes are outstanding for the purposes of the present Clauses of these Terms and Conditions.

The Noteholders' Meeting and the Procedure in Writing can authorise a named person to take any necessary actions to enforce the decisions of the Noteholders' Meeting or the Procedure in Writing.

A matter decided at the Noteholders' Meeting or the Procedure in Writing is binding on all Noteholders of the relevant Series of Notes, irrespective of whether they were present at the Noteholders' Meeting or participated in the Procedure in Writing. Decisions made at the Noteholders' Meeting or in the Procedure in Writing are deemed to have been received by the Noteholders of the relevant Series at the time (i) they have been entered in the issue account maintained by Nasdaq CSD, or (ii) notified to the Noteholders in accordance with Clause 21 (*Notices*), provided that a failure to do so shall not invalidate any decision made or voting result achieved. In addition, the Noteholders are obliged to notify subsequent transferees of the Notes of the resolutions of the Noteholders' meeting and the Procedure in Writing.

A notice to Nasdaq CSD must be given on (i) the convening of a Noteholders' Meeting or the request for a Procedure in Writing, and (ii) on their resolutions made in accordance with Nasdaq CSD Rules.

All expenses in relation to the convening and holding the Noteholders' Meeting or a Procedure in Writing shall be covered by the Issuer.

- (d) **Meetings of Noteholders:** If a decision of the Noteholders is intended to be passed at the Noteholders' Meeting, then a respective notice of the Noteholders' Meeting shall be provided to the Noteholders in accordance with Clause 21 (*Notices*) no later than 15 (fifteen) Business Days prior to the meeting. Furthermore, the notice shall specify the time, place and agenda of the meeting, as well as any action required on the part of the Noteholders that will attend the meeting. No matters other than those referred to in the notice may be resolved at the Noteholders' Meeting.

The Noteholders' Meeting shall be held in Vilnius, Lithuania, and its chairman shall be the Trustee's representative appointed by the Trustee.

The Noteholders' Meeting shall be organised by the chairman of the Noteholders' Meeting.

The Noteholders' Meeting shall be held in English with translation into Lithuanian, unless the Noteholders present in the respective Noteholders' Meeting unanimously decide that the respective Noteholders' Meeting shall be held only in Lithuanian or English.

Representatives of the Issuer and persons authorised to act for the Issuer may attend and speak at the Noteholders' Meeting.

Minutes of the Noteholders' Meeting shall be kept, recording the day and time of the meeting, attendees, their votes represented, matters discussed, results of voting, and resolutions which were adopted. The minutes shall be signed by the keeper of the minutes, which shall be appointed by the Noteholders' Meeting. The minutes shall be attested by the chairman of the Noteholders' Meeting, if the chairman is not the keeper of the minutes, as well as by one of the persons appointed by the Noteholders' Meeting to attest the minutes. The minutes from the relevant Noteholders' Meeting shall at the request of a Noteholder be sent to it by the Issuer.

- (e) **Procedure in Writing:** If a decision of the Noteholders is intended to be passed by the Procedure in Writing, then a respective communication of the Procedure in Writing shall be provided to the Noteholders in accordance with Clause 21 (*Notices*). Communication to the Noteholders shall include:

- (i) each request for a decision by the Noteholders;
- (ii) a description of the reasons for each request;
- (iii) a specification of the Business Day on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights;
- (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote “yes” or “no” for each request), as well as a form of a power of attorney;
- (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least 10 (ten) Business Days from the communication pursuant to paragraph (e) above) and a manner of a reply; and
- (vi) a statement that if the Noteholder does not reply to the request in the stipulated time period, then it shall be deemed that the Noteholder has voted against each request.

When the requisite majority consents have been received in a Procedure in Writing, the relevant decision shall be deemed to be adopted even if the time period for replies in the Procedure in Writing has not yet expired.

- (f) **Minor modification:** The Notes and these Terms and Conditions may be amended by the Issuer without the consent of the Noteholders to correct a manifest error or is 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 Notes in respect of payments or other similar matters without the consent of the Noteholders, if such amendments are not prejudicial to the interests of the Noteholders.

## 20. Further Issues

The Issuer may from time to time, without the consent of the Noteholders and in accordance with the Clause 13 (*Special Undertakings*), create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) and so that such further issue shall be consolidated and form a single series with the Notes. References in these Terms and Conditions to the Notes include (unless the context requires otherwise) any other notes issued pursuant to this Clause 20 and forming a single series with the Notes.

## 21. Notices

Noteholders shall be advised of matters relating to the Notes by a notice:

- (a) in English and Lithuanian sent to the Noteholders via emails indicated in the Subscription Orders (before Listing); or
- (b) published in English and Lithuanian on the Issuer’s website at [https://lordslb.lt/aci\\_bonds\\_2025\\_retail](https://lordslb.lt/aci_bonds_2025_retail) as well as on [www.nasdaqbaltic.com](http://www.nasdaqbaltic.com) and in Central Regulated Information Base ([www.crib.lt](http://www.crib.lt)).

Any such notice shall be deemed to have been received by the Noteholders when sent or published in the manner specified in this Clause 21.

## 22. Appointment and Replacement of the Trustee

- (a) **Appointment of Trustee:** By subscribing for Notes, each initial Noteholder appoints the Trustee to act as its agent in all matters relating to the Notes and these Terms and Conditions, and authorises the Trustee to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or

arbitration proceedings relating to the Notes held by such Noteholder, including the winding-up, dissolution, liquidation or insolvency (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Trustee to act on its behalf.

Each Noteholder shall immediately upon request by the Trustee provide the Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee), as the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under these Terms and Conditions. The Trustee is under no obligation to represent a Noteholder which does not comply with such request.

The Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in these Terms and Conditions and the Trustee Agreement, and the Trustee's obligations under these Terms and Conditions are conditioned upon the due payment of such fees and indemnifications. The Trustee is not obliged to expend or risk its own funds or otherwise incur any financial liability (including, but without limitation, legal fees) in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds is not reasonably assured to it. For this purpose, the Trustee may demand, prior to taking any such action, payment in advance as it considers (without prejudice to any further demand) shall be sufficient to prefund it.

The Issuer shall on demand by the Trustee pay all costs for external experts engaged by it (i) after the occurrence of an Event of Default, (ii) for the purpose of investigating or considering (A) an event or circumstance which the Trustee reasonably believes is or may lead to an Event of Default or (B) a matter relating to the Issuer or the Notes which the Trustee reasonably believes may be detrimental to the interests of the Noteholders under the Terms and Conditions, and (iii) in connection with any Noteholders' Meeting or Procedure in Writing, or (iv) in connection with any amendment (whether contemplated by the Terms and Conditions or not) or waiver under the Terms and Conditions.

When acting pursuant to these Terms and Conditions, the Trustee is always acting with binding effect on behalf of the Noteholders. The Trustee is never acting as an advisor to the Noteholders or the Issuer. Any advice or opinion from the Trustee does not bind the Noteholders or the Issuer.

The Trustee is entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as trustee, without having to first obtain any consent from the Noteholders or the Issuer, but the Trustee shall remain liable for the actions of such parties under these Terms and Conditions.

The Trustee may act as agent for several issues of securities issued by or relating to the Issuer and other group companies notwithstanding potential conflicts of interest.

- (b) **Duties of the Trustee:** The Trustee shall represent the Noteholders in accordance with these Terms and Conditions and shall carry out its duties under these Terms and Conditions in a reasonable, proficient and professional manner, with reasonable care and skill. However, the Trustee is not responsible for the execution or enforceability of these Terms and Conditions. The Trustee shall keep the latest version of these Terms and Conditions (including any document amending these Terms and Conditions) and they will be available on the website of the Trustee upon listing of the Notes.

Upon request by a Noteholder, the Trustee shall promptly distribute to the Noteholders any information from such Noteholder which relates to the Notes (at the discretion of the Trustee). The Trustee may require that the requesting Noteholder reimburses any costs or expenses

incurred, or to be incurred, by the Trustee in doing so (including a reasonable fee for the work of the Trustee) before any such information is distributed. The Trustee shall upon request by a Noteholder disclose the identity of any other Noteholder who has consented to the Trustee in doing so.

The Trustee shall treat all Noteholders equally and, when acting pursuant to these Terms and Conditions, act with regard only to the interests of the Noteholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in these Terms and Conditions and the Trustee Agreement.

If in the Trustee's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Trustee) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Trustee may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require. The Trustee shall give a notice to the Noteholders (i) before it ceases to perform its obligations under these Terms and Conditions by reason of the non-payment by the Issuer of any fee or indemnity due to the Trustee under these Terms and Conditions or the Trustee Agreement, or (ii) if it refrains from acting for any reason described in this Clause.

Other than as specifically set out in the Terms and Conditions, the Trustee shall not be obliged to monitor (i) whether any Event of Default has occurred, (ii) the performance, default or any breach by the Issuer or any other party of its obligations under Terms and Conditions, or (iii) whether any other event specified in any Finance Document has occurred. Should the Trustee not receive such information, the Trustee is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Trustee does not have actual knowledge of such event or circumstance.

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 statements delivered pursuant to Clause 13(e) or other relevant documents supplied together with the Compliance Certificate, and (iii) verify that the Issuer according to its reporting in the Compliance Certificate meets the relevant financial covenant(s) or tests. 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.

The Trustee shall neither be liable to the Issuer or the Noteholders for damage due to any documents and information delivered to the Trustee not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.

The Trustee shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Terms and Conditions by reason of the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Terms and Conditions or the Trustee Agreement or (ii) if it refrains from acting for any reason described above.

- (c) **Limited Liability of the Trustee:** The Trustee will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with these Terms and Conditions, unless directly caused by its negligence or wilful misconduct. The Trustee shall never be responsible for indirect loss.



The Trustee shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Trustee or if the Trustee has acted with reasonable care in a situation when the Trustee considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.

The Trustee shall have no liability to the Issuer or the Noteholders for damage caused by the Trustee acting in accordance with instructions of the Noteholders given in accordance with these Terms and Conditions.

- (d) **Replacement of the Trustee:** The Trustee may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Trustee at a Noteholders' Meeting convened by the retiring Trustee or by way of Procedure in Writing initiated by the retiring Trustee.

If the Trustee is insolvent or becomes subject to bankruptcy proceedings, the Trustee shall be deemed to resign, and the Issuer shall within ten (10) Business Days appoint a successor Trustee which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

Noteholders representing not less than 1/10 (one-tenth) of the Adjusted Nominal Amount may, by notice to the Issuer require that a Noteholders' Meeting is held for the purpose of dismissing the Trustee and appointing a new Trustee. The Issuer may, at a Noteholders' Meeting convened by it or by way of Procedure in Writing initiated by it, propose to the Noteholders that the Trustee be dismissed and a new Trustee appointed.

If the Noteholders have not appointed a successor Trustee within ninety (90) calendar days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Trustee was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Trustee which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

The Trustee's resignation or dismissal shall only take effect upon the appointment of a successor Trustee and acceptance by such successor Trustee of such appointment and the execution of all necessary documentation to effectively substitute the retiring Trustee.

- (e) **Other provisions:** For the purpose of or in connection with any Noteholders' Meeting or any Procedure in Writing, at the request of the Trustee, the Issuer shall promptly obtain the list of the Noteholders and provide it to the Trustee.

The Issuer shall issue any necessary power of attorney to Trustee or such persons employed by the Trustee, as notified by the Trustee, in order for such individuals to independently obtain information directly from the Nasdaq CSD in respect of the Notes and Noteholders. The Issuer may not revoke any such power of attorney unless directed by the Trustee or unless consent thereto is given by the Noteholders.

The Trustee may collect and process personal data relating to the Noteholders, their representatives and other persons nominated to act on behalf of the Noteholders pursuant to the Terms and Conditions (name, contact details and, when relevant, holding of Notes).

The Trustee's addresses, information regarding their processing of personal data and the contact details for its data protection officers can be found on the Trustee's website <https://www.cscglobal.com/cscglobal/home/>.

## 23. **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 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 Notes, shall be finally settled by the courts of the Republic of Lithuania.

## FORM OF FINAL TERMS OF THE NOTES

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the General Terms and Conditions.

### **[MiFID II Product Governance / Eligible Counterparties, Professional Clients and Retail Clients Target Market**

Solely for the purposes of [the] [each] manufacturer['s] [s'] product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "MiFID II") ] [MiFID II], and [(ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised services and execution-only]] [(ii) the following channels for distribution of the Notes are appropriate: investment advice [,] [and] portfolio management [,] [and] [non-advised services] [and execution-only]] [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate: investment advice [,] [and] portfolio management [,] [and] [non-advised services] [and execution-only] [, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]. Any person subsequently offering, selling or recommending the Notes (a "Distributor") should take into consideration the manufacturer['s][s'] target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s][s'] target market assessment) and determining appropriate distribution channels.]

Final Terms dated [●]

### **CLOSED – END INVESTMENT COMPANY INTENDED FOR INFORMED INVESTORS**

**UAB "ATSINAUJINANČIOS ENERGETIKOS INVESTICIJOS"**

**Legal entity identifier (LEI): 98450011FE29FH8C7E10**

**Issue of [Aggregate Nominal Amount of Tranche] Notes due [●]**

**under the General Terms and Conditions for the Issuance of Unsecured Fixed Rate Notes maximum EUR 50,000,000 with the Maturity of up to 2 Years and 3 Months**

**[to be consolidated and form a single series with [●]]**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Base Prospectus dated [●] 2025 which constitutes a base prospectus (the "Base Prospectus") for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all relevant information. Full information on the Issuer and the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus (including Supplements to the Base Prospectus (if any)).

The Final Terms and the Base Prospectus are available for viewing on the website of AB Nasdaq Vilnius Stock Exchange ("Nasdaq Vilnius") (<https://nasdaqbaltic.com/>) and is also available at the Issuer's website [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail) as well as at the website of the Central Regulated Information Base [www.crib.lt](http://www.crib.lt). Copy thereof may also be obtained at the registered office of the Issuer at the address Jogailos str. 4, Vilnius, the Republic of Lithuania.

The expression "Prospectus Regulation" means Regulation (EU) 2017/1129.]

1.	(i) Issuer:	Closed – End Investment Company Intended for Informed Investors UAB “Atsinaujinančios energetikos investicijos”
2.	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
3.	Specified Currency:	Euro (EUR)
4.	Aggregate Nominal Amount:	
	(i) Series:	[●]
	(ii) Tranche:	[●]
5.	Issue Price:	[●]
6.	Denomination:	EUR [●]
7.	(i) Issue Date:	[●]
	(ii) Interest Commencement Date:	Issue Date
	(iii) First Issue Date:	
8.	Maturity Date:	[●]
9.	Final Redemption Amount:	Subject to any early redemption, the Notes will be redeemed on the Maturity Date at [●]
10.	Put/Call Options:	Investor Put
		Issuer Call
		<i>(See paragraph 13-14-15 below)</i>
11.	(i) Status of the Notes:	Unsecured
	(ii) Date of the [Board] [Shareholder] decision for issuance of Notes of this Series and Tranche:	[●]
<b>PROVISIONS RELATING TO INTEREST PAYABLE</b>		
12.	<b>Fixed Rate Note Provisions</b>	
	(i) Interest Rate:	The Fixed Rate of Interest is [●] per cent. per annum in respect of the period from (and including) the Interest Commencement Date to (but excluding) the Maturity Date payable in arrear on each Interest Payment Date.
	(ii) Interest Payment Date(s):	[●] and [●] in each year
	(iii) Day Count Fraction:	Act/Act (ICMA)

<b>PROVISIONS RELATING TO EARLY REDEMPTION</b>		
13.	<b>Call Option</b>	Applicable
	(i) Optional Redemption Date(s):	[Any Business Day falling on or after the date falling six (6) months after Initial Issue Date] / [Fixed dates to be indicated in the Final Terms]
	(ii) Optional Redemption Amount(s) of each Note:	[To be indicated in the Final Terms]
	(iii) Notice period:	Not less than 30 nor more than 60 days
14.	<b>Put Option</b>	Only due to De-listing Event or Listing Failure or upon Change of Control
	(i) De-listing Event, Listing Failure or Change of Control Put Date / Optional Redemption Date:	The 5 <sup>th</sup> (fifth) Business Day following the expiration of the De-listing Event, Listing Failure Put Period or following the Change of Control Put Period
	(ii) Optional Redemption Amount of each Note:	101% per Nominal Amount
	(iii) De-listing Event, Listing Failure or Change of Control Put Period /Notice period:	Not more than 30 days
<b>GENERAL PROVISIONS APPLICABLE TO THE NOTES</b>		
15.	<b>Form of Notes:</b>	The Notes shall be issued in non-material registered form. According to the Law on Markets in Financial Instruments of the Republic of Lithuania the book-entry and accounting of the dematerialized securities in the Republic of Lithuania, which will be admitted to trading on the Regulated Market (Nasdaq Vilnius), shall be made by Nasdaq CSD. The Notes shall be valid from the date of their registration until the date of their redemption. No physical certificates will be issued to the Investors. Principal and interest accrued will be credited to the Noteholders' accounts through Nasdaq CSD.

Signed on behalf of the Issuer:

[•]

By: .....  
Duly authorised

### **PART B – OTHER INFORMATION**

1.	<b>LISTING AND ADMISSION TO TRADING</b>	
	(i) Admission to Trading:	[Application will be made for Notes issued under these Final Terms to be admitted during the period of twelve (12) months after the date hereof to listing on the Bond List and to trading on the Regulated Market of Nasdaq Vilnius.] / [Application will be made for Notes issued under these Final Terms to be admitted during the period of thirty (30) days

		after the date hereof to listing on the Bond List and to trading on the Regulated Market of Nasdaq Vilnius.]
	(ii) Estimate of total expenses related to admission to trading:	[●]
2.	<b>RATINGS</b>	[Scope Ratings GmbH: [●]
3.	<b>INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER</b>	
	Save for any fees payable to the Dealer, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Dealer and its affiliates have engaged and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.	
4.	<b>YIELD</b>	
	Indication of yield:	[●]
	<i>The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.</i>	
5.	<b>OPERATIONAL INFORMATION</b>	
	(i) ISIN:	LT[●]
	(ii) Delivery:	[Delivery [against / free of] payment] / [Early prepayment] [other details if needed]
	(iii) Settlement Date	
6.	<b>DISTRIBUTION</b>	
	(i) Distribution period	[●]
	(ii) Method of Distribution:	[Syndicated / Non-syndicated]
	(iii) Name of Dealer[s]:	UAB FMI "Orion securities" [give names]
7.	<b>PROVISIONS RELATED TO EXISTING NOTES</b>	
	(i) Existing Notes:	[Notes of the Issuer issued under the base prospectus of the Issuer, dated August 2023 and the respective final terms, maturity date of which is 14 December 2025 (ISIN LT0000405938), as well as notes of the Issuer issued under the base prospectus of the Issuer, dated 27 May 2025 and the respective final terms, maturity date of which is 13 December 2027 (ISIN LT0000134439).] / [Not applicable]
	(ii) Information about exchange of the Existing Notes with the Notes:	[The investor, holding the Existing Notes and intending to execute the exchange, shall provide the respective information in the order.  The exchange of the Existing Notes with the Notes will be carried out as a corporate event in accordance with the applicable rules of Nasdaq CSD within the offering period.

		Other applicable provisions to be provided in the Final Terms (if any).] / [Not applicable.]
<b>8.</b>	<b>OTHER INFORMATION</b>	
	(i) Use of Proceeds:	[The proceeds of the issue of each Series of Notes will be used towards refinancing existing remaining outstanding bonds (ISIN LT0000405938) of EUR 53,434,000, with any remaining proceeds of the issue to be used towards refinancing of other loan obligations or to finance, in part or in full, acquisition, development and construction of projects in renewable solar and wind energy and related infrastructure, energy efficiency and environmentally sustainable management of living natural resources and land use.] / [To indicate, if the Use of Proceeds for the specific Series and Tranche is different/more specific]
	(ii) Information about the securities of the Issuer that are already admitted to trading:	[No other securities of the Issuer that are already admitted to trading] / [To indicate, if the securities are admitted to trading]

## PRESENTATION OF FINANCIAL INFORMATION OF THE ISSUER

With the exception of certain alternative performance measures ("APMs"), the consolidated financial information of the Group as of the quarter ended 31 March 2025 and the consolidated and separate financial information of the Issuer and of the Group as of the years ended 31 December 2024, and 31 December 2023, included in this Base Prospectus have been derived from the unaudited interim condensed consolidated financial statements of the Issuer for the quarter ended 31 March 2025 and audited consolidated and separate financial statements of the Issuer for the financial years ended 31 December 2024 and 31 December 2023 prepared in accordance with the International Financial Reporting Standards as adopted by the E.U. ("IFRS") (the "**2025 Q1 Financial Statements**", the "**2024 Financial Statements**" and the "**2023 Financial Statements**"), the main financial data of which are provided in Section *Overview of the Financial Information* below.

These consolidated annual financial statements include two consolidated entities of the Group – the Issuer and UAB AEI Development. The subsidiary UAB AEI Development provides project management and consulting services to the Company, therefore, its financial results are consolidated in consolidated financial statements. In separate financial statements investment in the subsidiary UAB AEI Development is measured at cost.

Certain amounts and percentages which appear in this Base Prospectus have been subject to rounding adjustments, and, accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

KPMG Baltics UAB, independent auditors, with its registered office at Lvivo str. 101, Vilnius, Lithuania, audited the 2023 Financial Statements and PricewaterhouseCoopers, UAB, independent auditors, with its registered office at J. Jasinskio str. 16B, Vilnius, Lithuania audited the 2024 Financial Statements.



## OVERVIEW OF THE FINANCIAL INFORMATION

The following tables set forth summary consolidated and separate financial information of the Issuer as of and for the quarter ended 31 March 2025 and years ended 31 December 2024 and 31 December 2023.

With the exception of APMs discussed in *Presentation of Financial Information of the Issuer*, the financial information as of and for the quarter ended 31 March 2025 and years ended 31 December 2024 and 31 December 2023 is incorporated by reference in this Base Prospectus has been derived from the 2025 Q1 Financial Statements, 2024 Financial Statements and 2023 Financial Statements, respectively.

The summary financial data in the tables below should be read together with the Financial Statements, including the notes thereto. Please also see *Presentation of Financial Information of the Issuer* and *Risk Factors* herein.

The following tables set forth summary of 2025 Q1 Financial Statements:

### 2024 Financial Statements

#### CONSOLIDATED STATEMENT OF FINANCIAL POSITION

in thousand	Group	
	31 March 2025	31 December 2024
<b>Assets</b>		
<b>Non-current assets</b>		
Investment assets at fair value through profit or loss	167,392	159,902
Investment in subsidiaries	-	-
Other financial assets	-	-
Prepayments	25	25
<b>Total non-current assets</b>	<b>167,417</b>	<b>159,927</b>
<b>Current assets</b>		
Other financial assets	2,600	2,600
Other receivables	1,022	931
Cash and cash equivalents	18,672	26,556
<b>Total current assets</b>	<b>22,294</b>	<b>30,087</b>
<b>Total assets</b>	<b>189,711</b>	<b>190,014</b>
<b>Equity &amp; liabilities</b>		
<b>Equity</b>		
Share capital	58,656	58,656
Share premium	24,119	24,119
Legal reserve	1,325	1,325
Retained earnings	14,245	16,450
<b>Total equity</b>	<b>98,245</b>	<b>100,550</b>
<b>Non-current liabilities</b>		
Bonds issued	-	-
<b>Total non-current liabilities</b>	<b>-</b>	<b>-</b>
<b>Current liabilities</b>		
Bonds issued	90,629	88,826
Trade and other payables	450	578
Employee benefit obligations	279	52
Current tax liabilities	8	8
<b>Total current liabilities</b>	<b>91,366</b>	<b>89,464</b>
<b>Total liabilities</b>	<b>91,366</b>	<b>89,464</b>
<b>Total equity &amp; liabilities</b>	<b>189,711</b>	<b>190,014</b>

**CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME**

in thousand	Group	
	2025 Q1	2024 Q1
<b>Income</b>		
Net gain/(loss) on financial assets at fair value through profit or loss	432	256
Other income	163	98
<b>Total net income (loss)</b>	<b>595</b>	<b>354</b>
<b>Expenses</b>		
Administrative expenses	(1,002)	(67)
<b>Total expenses</b>	<b>(1,002)</b>	<b>(67)</b>
<b>Operating profit (loss)</b>	<b>(407)</b>	<b>287</b>
<b>Finance income</b>		
Foreign exchange gain	6	3
<b>Total finance income</b>	<b>6</b>	<b>3</b>
<b>Finance costs</b>		
Interest expenses	(1,803)	(1,552)
<b>Total finance costs</b>	<b>(1,803)</b>	<b>(1,552)</b>
<b>Profit (loss) before tax</b>	<b>(2,204)</b>	<b>(1,262)</b>
Income tax	(1)	(1)
<b>Profit/(loss) after tax</b>	<b>(2,205)</b>	<b>(1,263)</b>
<b>Other comprehensive income (loss)</b>		
<i>Items that may be reclassified to profit or loss</i>	-	-
<i>Items that will not be reclassified to profit or loss</i>	-	-
<b>Total comprehensive income (loss)</b>	<b>(2,205)</b>	<b>(1,263)</b>

## CONSOLIDATED STATEMENT OF CASH FLOWS

in thousand	Group	
	2025 Q1	2024 Q1
<b>Profit (loss) before tax</b>	<b>(2,204)</b>	<b>(1,262)</b>
<b>Adjustments for non-cash items and non-operating activities:</b>		
Net gain/(loss) on financial assets at fair value through profit or loss	(432)	(256)
Net finance costs	1,803	1,552
<b>Working capital adjustments</b>		
Decrease (increase) in trade and other receivables	(91)	(81)
Increase (decrease) in trade and other payables	99	(822)
<b>Net cash flows from activities</b>	<b>(825)</b>	<b>(869)</b>
Income taxes paid	(2)	(1)
Dividends received	210	243
<b>Net cash flows from operating activities</b>	<b>(2,770)</b>	<b>(2,998)</b>
Loans granted	(6,398)	(11,078)
Bonds acquired	(658)	(1,610)
Acquisition of subsidiary and associate	(3)	(5)
Recovery of financial guarantees	-	(1,000)
<b>Net cash flows from investing activities</b>	<b>(7,059)</b>	<b>(13,693)</b>
Bonds issued	-	14,710
Transaction costs related to bonds issued	-	(157)
<b>Net cash flows from financing activities</b>	<b>-</b>	<b>14,553</b>
<b>Net change in cash and cash equivalents</b>	<b>(7,884)</b>	<b>(9)</b>
<b>Cash and cash equivalents at the beginning of the year</b>	<b>26,556</b>	<b>2,083</b>
Effects of changes in foreign exchange rates	-	-
<b>Cash and cash equivalents at the end of the year</b>	<b>18,672</b>	<b>2,074</b>

## CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

in thousand	Share capital	Share premium	Legal reserve	Retained earning	Total
<b>Balance as of 1 January 2025</b>	<b>58,656</b>	<b>24,119</b>	<b>1,325</b>	<b>16,450</b>	<b>100,550</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	-	-	-	-	-
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Profit (loss) for the year	-	-	-	(2,205)	(2,205)
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	-	-	-
<b>Balance as at 31 March 2025</b>	<b>58,656</b>	<b>24,119</b>	<b>1,325</b>	<b>14,245</b>	<b>98,345</b>
<b>Balance as at 1 January 2024</b>	<b>58,656</b>	<b>24,119</b>	<b>1,075</b>	<b>31,477</b>	<b>115,327</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	-	-	-	-	-
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Profit (loss) for the year	-	-	-	(1,263)	(1,263)
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	-	-	-
<b>Balance as at 31 December 2023</b>	<b>58,656</b>	<b>24,119</b>	<b>1,075</b>	<b>30,2314</b>	<b>114,064</b>

The following tables set forth summary of 2024 Financial Statements:

## 2024 Financial Statements

### CONSOLIDATED AND SEPARATE STATEMENT OF FINANCIAL POSITION

in thousand	Group		Company	
	31 December 2024	31 December 2023	31 December 2024	31 December 2023
<b>Assets</b>				
<b>Non-current assets</b>				
Investment assets at fair value through profit or loss	159,902	180,060	159,902	180,060
Investment in subsidiaries	-	-	2	2
Other financial assets	-	2,275	-	2,250
Prepayments	25	25	25	25
<b>Total non-current assets</b>	<b>159,927</b>	<b>182,360</b>	<b>159,929</b>	<b>182,337</b>
<b>Current assets</b>				
Other financial assets	2,600	1,600	2,600	1,600
Other receivables	931	839	900	803
Cash and cash equivalents	26,556	2,083	26,366	2,053
<b>Total current assets</b>	<b>30,087</b>	<b>4,522</b>	<b>29,866</b>	<b>4,456</b>
<b>Total assets</b>	<b>190,014</b>	<b>186,882</b>	<b>189,795</b>	<b>186,793</b>
<b>Equity &amp; liabilities</b>				
<b>Equity</b>				
Share capital	58,656	58,656	58,656	58,656
Share premium	24,119	24,119	24,119	24,119
Legal reserve	1,325	1,075	1,325	1,075
Retained earnings	16,450	31,477	16,376	31,450
<b>Total equity</b>	<b>100,550</b>	<b>115,327</b>	<b>100,476</b>	<b>115,300</b>
<b>Non-current liabilities</b>				
Bonds issued	-	69,020	-	69,020
<b>Total non-current liabilities</b>	<b>-</b>	<b>69,020</b>	<b>-</b>	<b>69,020</b>
<b>Current liabilities</b>				
Bonds issued	88,826	161	88,826	161
Trade and other payables	578	2,331	493	2,312
Employee benefit obligations	52	37	-	-
Current tax liabilities	8	6	-	-
<b>Total current liabilities</b>	<b>89,464</b>	<b>2,535</b>	<b>89,319</b>	<b>2,473</b>
<b>Total liabilities</b>	<b>89,464</b>	<b>71,555</b>	<b>89,319</b>	<b>71,493</b>
<b>Total equity &amp; liabilities</b>	<b>190,014</b>	<b>186,882</b>	<b>189,795</b>	<b>186,793</b>

**CONSOLIDATED AND SEPARATE STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME**

in thousand	Group		Company	
	2024	2023	2024	2023
<b>Income</b>				
Result on sale of investment	4,882	-	4,882	-
Dividend income	210	355	210	355
Net gain/(loss) on financial assets at fair value through profit or loss	(11,866)	10,874	(11,866)	10,874
Other income	660	198	660	190
<b>Total net income (loss)</b>	<b>(6,114)</b>	<b>11,427</b>	<b>(6,114)</b>	<b>11,419</b>
<b>Expenses</b>				
Administrative expenses	(1,760)	(2,495)	(1,811)	(2,520)
<b>Total expenses</b>	<b>(1,760)</b>	<b>(2,495)</b>	<b>(1,811)</b>	<b>(2,520)</b>
<b>Operating profit (loss)</b>	<b>(7,874)</b>	<b>8,932</b>	<b>(7,925)</b>	<b>8,899</b>
<b>Finance income</b>				
Foreign exchange gain	-	44	-	45
<b>Total finance income</b>	<b>-</b>	<b>44</b>	<b>-</b>	<b>45</b>
<b>Finance costs</b>				
Interest expenses	(6,859)	(3,939)	(6,859)	(3,939)
Foreign exchange loss	(42)	-	(40)	-
<b>Total finance costs</b>	<b>(6,901)</b>	<b>(3,939)</b>	<b>(6,899)</b>	<b>(3,939)</b>
<b>Profit (loss) before tax</b>	<b>(14,775)</b>	<b>5,037</b>	<b>(14,824)</b>	<b>5,005</b>
Income tax	(2)	(6)	-	-
<b>Profit/(loss) after tax</b>	<b>(14,777)</b>	<b>5,031</b>	<b>(14,824)</b>	<b>5,005</b>
<b>Other comprehensive income (loss)</b>				
<i>Items that may be reclassified to profit or loss</i>	-	-	-	-
<i>Items that will not be reclassified to profit or loss</i>	-	-	-	-
<b>Total comprehensive income (loss)</b>	<b>(14,777)</b>	<b>5,031</b>	<b>(14,824)</b>	<b>5,005</b>

## CONSOLIDATED AND SEPARATE STATEMENT OF CASH FLOWS

in thousand	Group		Company	
	2024	2023	2024	2023
<b>Profit (loss) before tax</b>	<b>(14,775)</b>	<b>5,037</b>	<b>(14,824)</b>	<b>5,005</b>
<b>Adjustments for non-cash items and non-operating activities:</b>				
Net gain/(loss) on financial assets at fair value through profit or loss	11,866	(10,874)	11,866	(10,874)
Result on sale of investment	(4,882)	-	(4,882)	-
Net finance costs	6,859	3,939	6,859	3,939
Dividends received	(210)	(355)	(210)	(355)
<b>Working capital adjustments</b>				
Decrease (increase) in trade and other receivables	(100)	(251)	(105)	(229)
Increase (decrease) in trade and other payables	(1,736)	(736)	(1,819)	(757)
<b>Net cash flows from activities</b>	<b>(2,978)</b>	<b>(3,240)</b>	<b>(3,115)</b>	<b>(3,271)</b>
Income taxes paid	(2)	(1)	-	-
Dividends received	210	243	210	243
<b>Net cash flows from operating activities</b>	<b>(2,770)</b>	<b>(2,998)</b>	<b>(2,905)</b>	<b>(3,028)</b>
Loans granted	(15,185)	(43,098)	(15,185)	(43,098)
Repayment of loans granted	2,952	19,746	2,952	19,746
Payment of interest on loans granted	1,037	5,644	1,037	5,644
Disposal of loans and accrued interests	15,109	-	15,109	-
Bonds acquired	(4,917)	(12,887)	(4,917)	(12,887)
Redeemed bonds	-	3,248	-	3,248
Payment of interest on bonds	-	370	-	370
Acquisition of subsidiary and associate	(5)	(1)	(5)	(1)
Sale of shares of subsidiary	14,183	-	14,183	-
Issue of financial guarantees	(1,000)	(1,000)	(1,000)	(1,000)
Recovery of financial guarantees	2,275	1,050	2,250	1,050
<b>Net cash flows from investing activities</b>	<b>14,449</b>	<b>(26,928)</b>	<b>14,424</b>	<b>(26,928)</b>
Proceeds from issue of share capital	-	3,772	-	3,772
Proceeds from share premium	-	2,991	-	2,991
Bonds issued	17,554	18,828	17,554	18,828
Transaction costs related to bonds issued	(194)	(224)	(194)	(224)
Repayment of bonds interest	(4,566)	(3,235)	(4,566)	(3,235)
<b>Net cash flows from financing activities</b>	<b>12,794</b>	<b>22,132</b>	<b>12,794</b>	<b>22,132</b>
<b>Net change in cash and cash equivalents</b>	<b>24,473</b>	<b>(7,794)</b>	<b>24,313</b>	<b>(7,824)</b>
<b>Cash and cash equivalents at the beginning of the year</b>	<b>2,083</b>	<b>9,877</b>	<b>2,053</b>	<b>9,877</b>
Effects of changes in foreign exchange rates	-	-	-	-
<b>Cash and cash equivalents at the end of the year</b>	<b>26,556</b>	<b>2,083</b>	<b>26,366</b>	<b>2,053</b>

## CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

in thousand	Share capital	Share premium	Legal reserve	Retained earning	Total
<b>Balance as of 1 January 2024</b>	<b>58,656</b>	<b>24,119</b>	<b>1,075</b>	<b>31,477</b>	<b>115,327</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	-	-	-	-	-
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Profit (loss) for the year	-	-	-	(14,777)	(14,777)
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	250	(250)	-
<b>Balance as at 31 December 2024</b>	<b>58,656</b>	<b>24,119</b>	<b>1,325</b>	<b>16,450</b>	<b>100,550</b>
<b>Balance as at 1 January 2023</b>	<b>54,884</b>	<b>21,128</b>	<b>407</b>	<b>27,114</b>	<b>103,533</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	3,772	2,991	-	-	6,763
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>3,772</b>	<b>2,991</b>	<b>-</b>	<b>-</b>	<b>6,763</b>
Profit (loss) for the year	-	-	-	5,031	5,031
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	668	(668)	-
<b>Balance as at 31 December 2023</b>	<b>58,656</b>	<b>24,119</b>	<b>1,075</b>	<b>31,477</b>	<b>115,327</b>



## SEPARATE STATEMENT OF CHANGES IN EQUITY

in thousand	Share capital	Share premium	Legal reserve	Retained earning	Total
<b>Balance as of 1 January 2024</b>	<b>58,656</b>	<b>24,119</b>	<b>1,075</b>	<b>31,450</b>	<b>115,300</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	-	-	-	-	-
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Profit (loss) for the year	-	-	-	(14,824)	<b>(14,824)</b>
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	250	(250)	-
<b>Balance as at 31 December 2024</b>	<b>58,656</b>	<b>24,119</b>	<b>1,325</b>	<b>16,376</b>	<b>100,476</b>
<b>Balance as at 1 January 2023</b>	<b>54,884</b>	<b>21,128</b>	<b>407</b>	<b>27,113</b>	<b>103,532</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	3,772	2,991	-	-	<b>6,763</b>
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>3,772</b>	<b>2,991</b>	<b>-</b>	<b>-</b>	<b>6,763</b>
Profit (loss) for the year	-	-	-	5,005	<b>5,005</b>
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	668	(668)	-
<b>Balance as at 31 December 2023</b>	<b>58,656</b>	<b>24,119</b>	<b>1,075</b>	<b>31,450</b>	<b>115,300</b>

The following tables set forth summary of 2023 Financial Statements:

**CONSOLIDATED AND SEPARATE STATEMENT OF FINANCIAL POSITION**

in thousand	Group		Company	
	31 December 2023	31 December 2022	31 December 2023	31 December 2022
<b>Assets</b>				
<b>Non-current assets</b>				
Investment assets at fair value through profit or loss	180,060	144,908	180,060	144,908
Investment in subsidiaries	-	-	2	2
Other financial assets	2,275	1,650	2,250	1,650
Prepayments	25	25	25	25
<b>Total non-current assets</b>	<b>182,360</b>	<b>146,583</b>	<b>182,337</b>	<b>146,585</b>
<b>Current assets</b>				
Other financial assets	1,600	-	1,600	-
Other receivables	839	167	803	128
Cash and cash equivalents	2,083	9,877	2,053	9,877
<b>Total current assets</b>	<b>4,522</b>	<b>10,044</b>	<b>4,456</b>	<b>10,005</b>
<b>Total assets</b>	<b>186,882</b>	<b>156,627</b>	<b>186,793</b>	<b>156,590</b>
<b>Equity &amp; liabilities</b>				
<b>Equity</b>				
Issued capital	58,656	54,884	58,656	54,884
Share premium	24,119	21,128	24,119	21,128
Legal reserve	1,075	407	1,075	407
Retained earnings	31,477	27,114	31,450	27,113
<b>Total equity</b>	<b>115,327</b>	<b>103,533</b>	<b>115,300</b>	<b>103,532</b>
<b>Non-current liabilities</b>				
Bonds issued	69,020	49,757	69,020	49,757
Loans received	-	112	-	112
<b>Total non-current liabilities</b>	<b>69,020</b>	<b>49,869</b>	<b>69,020</b>	<b>49,869</b>
<b>Current liabilities</b>				
Bonds issued	161	116	161	116
Trade and other payables	2,331	3,084	2,312	3,073
Payables to employees	37	24	-	-
Current tax liabilities	6	1	-	-
<b>Total current liabilities</b>	<b>2,535</b>	<b>3,225</b>	<b>2,473</b>	<b>3,189</b>
<b>Total liabilities</b>	<b>71,555</b>	<b>53,094</b>	<b>71,493</b>	<b>53,058</b>
<b>Total equity &amp; liabilities</b>	<b>186,882</b>	<b>156,627</b>	<b>186,793</b>	<b>156,590</b>

**CONSOLIDATED AND SEPARATE STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME**

in thousand	Group		Company	
	2023	2022	2023	2022
<b>Income</b>				
Net gain on financial assets at fair value through profit or loss	10,874	19,635	10,874	19,635
Dividend income	355	21	355	21
Other income	198	73	190	73
<b>Total net income</b>	<b>11,427</b>	<b>19,729</b>	<b>11,419</b>	<b>19,729</b>
<b>Expenses</b>				
Administrative expenses	(2,495)	(4,406)	(2,520)	(4,435)
Loss allowance on prepayments	-	(25)	-	(25)
Loss from deconsolidation of a subsidiary	-	(22)	-	-
<b>Total expenses</b>	<b>(2,495)</b>	<b>(4,453)</b>	<b>(2,520)</b>	<b>(4,460)</b>
<b>Operating profit</b>	<b>8,932</b>	<b>15,276</b>	<b>8,899</b>	<b>15,269</b>
<b>Finance income</b>				
Foreign exchange gain	44	1	45	1
<b>Total finance income</b>	<b>44</b>	<b>1</b>	<b>45</b>	<b>1</b>
<b>Finance costs</b>				
Interest expenses	(3,939)	(1,910)	(3,939)	(1,910)
<b>Total finance costs</b>	<b>(3,939)</b>	<b>(1,910)</b>	<b>(3,939)</b>	<b>(1,910)</b>
<b>Profit before tax</b>	<b>5,037</b>	<b>13,367</b>	<b>5,005</b>	<b>13,360</b>
Income tax	(6)	(3)	-	-
<b>Profit after tax</b>	<b>5,031</b>	<b>13,364</b>	<b>5,005</b>	<b>13,360</b>
<b>Other comprehensive income (loss)</b>				
<i>Items that may be reclassified to profit or loss</i>	-	-	-	-
<i>Items that will not be reclassified to profit or loss</i>	-	(3)	-	-
Fair value adjustment on investment in deconsolidated entity	-	(3)	-	-
<b>Total comprehensive income (loss)</b>	<b>5,031</b>	<b>13,361</b>	<b>5,005</b>	<b>13,360</b>

in thousand	Group		Company	
	2023	2022	2023	2022
<b>Income</b>				
Net gain on financial assets at fair value through profit or loss	10,874	19,635	10,874	19,635
Dividend income	355	21	355	21
Other income	198	73	190	73
<b>Total net income</b>	<b>11,427</b>	<b>19,729</b>	<b>11,419</b>	<b>19,729</b>
<b>Expenses</b>				
Administrative expenses	(2,495)	(4,406)	(2,520)	(4,435)
Loss allowance on prepayments	-	(25)	-	(25)
Loss from deconsolidation of a subsidiary	-	(22)	-	-
<b>Total expenses</b>	<b>(2,495)</b>	<b>(4,453)</b>	<b>(2,520)</b>	<b>(4,460)</b>
<b>Operating profit</b>	<b>8,932</b>	<b>15,276</b>	<b>8,899</b>	<b>15,269</b>
<b>Finance income</b>				
Foreign exchange gain	44	1	45	1
<b>Total finance income</b>	<b>44</b>	<b>1</b>	<b>45</b>	<b>1</b>
<b>Finance costs</b>				
Interest expenses	(3,939)	(1,910)	(3,939)	(1,910)
<b>Total finance costs</b>	<b>(3,939)</b>	<b>(1,910)</b>	<b>(3,939)</b>	<b>(1,910)</b>
<b>Profit before tax</b>	<b>5,037</b>	<b>13,367</b>	<b>5,005</b>	<b>13,360</b>
Income tax	(6)	(3)	-	-
<b>Profit after tax</b>	<b>5,031</b>	<b>13,364</b>	<b>5,005</b>	<b>13,360</b>

<b>Other comprehensive income (loss)</b>				
<i>Items that may be reclassified to profit or loss</i>	-	-	-	-
<i>Items that will not be reclassified to profit or loss</i>	-	(3)	-	-
Fair value adjustment on investment in deconsolidated entity	-	(3)	-	-
<b>Total comprehensive income (loss)</b>	<b>5,031</b>	<b>13,361</b>	<b>5,005</b>	<b>13,360</b>

## CONSOLIDATED AND SEPARATE STATEMENT OF CASH FLOWS

in thousand	Group		Company	
	2023	2022	2023	2022
<b>Profit before tax</b>	<b>5,037</b>	<b>13,367</b>	<b>5,005</b>	<b>13,360</b>
<b>Adjustments for:</b>				
Net gain on financial assets at fair value through profit or loss	(10,874)	(19,635)	(10,874)	(19,635)
Net finance costs	3,939	1,910	3,939	1,910
Dividends received	(355)	(21)	(355)	(21)
Loss allowance on prepayments	-	25	-	25
Loss from deconsolidation of a subsidiary	-	22	-	-
<b>Working capital adjustments</b>				
Decrease (increase) in trade and other receivables	(251)	(56)	(229)	(13)
Increase (decrease) in trade and other payables	(736)	2,214	(757)	2,023
<b>Net cash flows from activities</b>	<b>(3,240)</b>	<b>(2,174)</b>	<b>(3,271)</b>	<b>(2,351)</b>
Income taxes paid	(1)	(3)	-	-
Dividends received	243	21	243	21
<b>Net cash flows from operating activities</b>	<b>(2,998)</b>	<b>(2,156)</b>	<b>(3,028)</b>	<b>(2,330)</b>
Loans granted	(43,098)	(50,092)	(43,098)	(50,092)
Repayment of loans granted	19,746	-	19,746	-
Payment of interest on loans granted	5,644	836	5,644	836
Bonds acquired	(12,887)	(15,741)	(12,887)	(15,741)
Redeemed bonds	3,248	6,234	3,248	6,234
Payment of bonds interests	370	266	370	266
Acquisition of subsidiary and associate	(1)	(20)	(1)	(20)
Sale of shares of subsidiary	-	3	-	3
Received amount from third party	-	2,750	-	2,750
Issue of financial guarantees	(1,000)	(5,400)	(1,000)	(5,400)
Transfer of financial guarantees	-	3,750	-	3,750
Recovery of financial guarantees	1,050	-	1,050	-
Deconsolidation of subsidiary net of cash deconsolidated	-	(174)	-	-
Advance payment for shares repaid	-	100	-	100
<b>Net cash flows from investing activities</b>	<b>(26,928)</b>	<b>(57,488)</b>	<b>(26,928)</b>	<b>(57,314)</b>
Proceeds from issue of share capital	3,772	14,821	3,772	14,821
Proceeds from share premium	2,991	10,338	2,991	10,338
Bonds issued	18,828	25,182	18,828	25,182
Transaction costs related to bonds issued	(224)	(226)	(224)	(226)
Repayment of bonds principal	-	(5,173)	-	(5,173)
Repayment of bonds interest	(3,235)	(1,885)	(3,235)	(1,885)
<b>Net cash flows from financing activities</b>	<b>22,132</b>	<b>43,057</b>	<b>22,132</b>	<b>43,057</b>
<b>Net change in cash and cash equivalents</b>	<b>(7,794)</b>	<b>(16,587)</b>	<b>(7,824)</b>	<b>(16,587)</b>
<b>Cash and cash equivalents at the beginning of the year</b>	<b>9,877</b>	<b>26,464</b>	<b>9,877</b>	<b>26,464</b>
Effects of foreign exchange rate changes	-	-	-	-
<b>Cash and cash equivalents at the end of the year</b>	<b>2,083</b>	<b>9,877</b>	<b>2,053</b>	<b>9,877</b>

## CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

in thousand	Share capital	Share premium	Legal reserve	Retained earning	Total
<b>Balance as of 1 January 2023</b>	<b>54,884</b>	<b>21,128</b>	<b>407</b>	<b>27,114</b>	<b>103,533</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	3,772	2,991	-	-	<b>6,763</b>
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>3,772</b>	<b>2,991</b>	<b>-</b>	<b>-</b>	<b>6,763</b>
Profit for the year	-	-	-	5,031	<b>5,031</b>
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	668	(668)	-
<b>Balance as at 31 December 2023</b>	<b>58,656</b>	<b>24,119</b>	<b>1,075</b>	<b>31,477</b>	<b>115,327</b>
<b>Balance as at 1 January 2022</b>	<b>40,063</b>	<b>10,790</b>	<b>124</b>	<b>14,036</b>	<b>65,013</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	14,821	10,338	-	-	<b>25,159</b>
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>14,821</b>	<b>10,338</b>	<b>-</b>	<b>-</b>	<b>25,159</b>
Profit for the year	-	-	-	13,364	<b>13,364</b>
Other comprehensive income for the year	-	-	-	(3)	<b>(3)</b>
Transfers to legal reserve	-	-	283	(283)	-
<b>Balance as at 31 December 2022</b>	<b>54,884</b>	<b>21,128</b>	<b>407</b>	<b>27,114</b>	<b>103,533</b>

## SEPARATE STATEMENT OF CHANGES IN EQUITY

in thousand	Share capital	Share premium	Legal reserve	Retained earning	Total
<b>Balance as of 1 January 2023</b>	<b>54,884</b>	<b>21,128</b>	<b>407</b>	<b>27,113</b>	<b>103,532</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	3,772	2,991	-	-	<b>6,763</b>
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>3,772</b>	<b>2,991</b>	<b>-</b>	<b>-</b>	<b>6,763</b>
Profit for the year	-	-	-	5,005	<b>5,005</b>
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	668	(668)	-
<b>Balance as at 31 December 2023</b>	<b>58,656</b>	<b>24,119</b>	<b>1,075</b>	<b>31,450</b>	<b>115,300</b>
<b>Balance as at 1 January 2022</b>	<b>40,063</b>	<b>10,790</b>	<b>124</b>	<b>14,036</b>	<b>65,013</b>
Contributions and redemptions by holders of redeemable shares:					
- Issue of redeemable shares	14,821	10,338	-	-	<b>25,159</b>
- Redemption of redeemable shares	-	-	-	-	-
<b>Total contributions and redemptions by holders of redeemable shares</b>	<b>14,821</b>	<b>10,338</b>	<b>-</b>	<b>-</b>	<b>25,159</b>
Profit for the year	-	-	-	13,360	<b>13,360</b>
Other comprehensive income for the year	-	-	-	-	-
Transfers to legal reserve	-	-	283	(283)	-
<b>Balance as at 31 December 2022</b>	<b>54,884</b>	<b>21,128</b>	<b>407</b>	<b>27,113</b>	<b>103,532</b>

## Alternative Performance Measures

This Base Prospectus contains certain financial measures that are not defined or recognised under IFRS and which are considered to be “alternative performance measures” as defined in the “ESMA Guidelines on Alternative Performance Measures” issued by the European Securities and Markets Authority on 5 October 2015 (the “**Alternative Performance Measures**” or “**APMs**”).

For the calculation of APMs the following information was used:

1. The unaudited interim condensed consolidated financial statements of the Issuer, as at and for the quarter ended 31 March 2025 with comparative figures as at and for the financial year ended 31 December 2024 and quarter ended 31 March 2024, dated 30 May 2025 (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).
2. The audited consolidated and separate financial statements of the Issuer, as at and for the financial year ended 31 December 2024, with comparative figures as at and for the financial year ended 31 December 2023, dated 16 April 2025, together with the consolidated annual report and the independent auditor’s report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).
3. The audited consolidated and separate financial statements of the Issuer, as at and for the financial year ended 31 December 2023, with comparative figures as at and for the financial year ended 31 December 2022, dated 24 April 2024, together with the consolidated annual report and the independent auditor’s report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).
4. The independently reviewed financial statements of the associate UAB “Saulės energijos projektai”, as at and for the year ended 31 December 2024 with comparative figures as at and for the financial year ended 31 December 2023, dated 20 June 2025 (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).
5. The audited financial statements of the associate UAB “Saulės energijos projektai”, as at and for the financial year ended 31 December 2023 with comparative figures as at and for the financial year ended 31 December 2022, dated 12 July 2024, together the independent auditor’s report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).
6. The audited consolidated financial statements of Energy Solar Projekty Sp. z o.o, as at and for the financial year ended 31 December 2023 with comparative figures as at and for the financial year ended 31 December 2022, dated 11 July 2024, together the independent auditor’s report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).
7. The audited consolidated financial statements of PV Energy Projects Sp. z o.o, as at and for the year ended 31 December 2024 with comparative figures as at and for the financial year ended 31 December 2023, dated 30 July 2025, together the independent auditor’s report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).
8. The audited consolidated financial statements of PV Energy Projects Sp. z o.o, as at and for the financial year ended 31 December 2023 with comparative figures as at and for the financial year ended 31 December 2022, dated 9 August 2024, together the independent auditor’s report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).
9. The unaudited consolidated financial statements of PL-SUN Sp. z o.o, as at and for the year ended 31 December 2024 with comparative figures as at and for the financial year ended 31 December 2023, dated 15 May 2025 (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section “Financial Statements”, sub-section “Subsidiaries and Associates”).



10. The audited consolidated financial statements of PL-SUN Sp. z o.o, as at and for the financial year ended 31 December 2023 with comparative figures as at and for the financial year ended 31 December 2022, dated 28 August 2024, together the independent auditor's report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section "Financial Statements", section "Financial Statements", sub-section "Subsidiaries and Associates").
11. The audited consolidated financial statements UAB "Žaliosios investicijos", as at and for the financial year ended 31 December 2024, with comparative figures as at and for the financial year ended 31 December 2023, dated 4 June 2025 together with the consolidated annual report and the independent auditor's report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section "Financial Statements", sub-section "Subsidiaries and Associates").
12. The audited consolidated financial statements of UAB "Žaliosios investicijos", as at and for the financial year ended 31 December 2023, with comparative figures as at and for the financial year ended 31 December 2022, dated 28 October 2024 together with the consolidated annual report and the independent auditor's report thereon (available at: [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail), section "Financial Statements", sub-section "Subsidiaries and Associates").
13. The preliminary financial information of the Group's financial debt as at 31 December 2024 and 31 March 2025.

### Alternative Performance Measures

#### (a) EBITDA of the Issuer's Operating (Electricity Generating) Subsidiaries and Associates

UAB "Žaliosios investicijos"		2023	2024
Generation volume	MWh	277,490	490,077
Net sales and equivalents	kEUR	22,064	38,309
Other operating revenues	kEUR	-	-
Operating expenses	kEUR	(3,719)	(13,932)
Other operating expenses	kEUR	(18,097)	(18,110)
Amortization and depreciation	kEUR	16,825	22,402
<b>EBITDA<sup>1</sup></b>	<b>kEUR</b>	<b>17,073</b>	<b>28,669</b>
Average Electricity Sales Price*	EUR/MWh	79.51	78.17
PV Energy Projects Sp. z o.o		2023	2024
Generation volume	MWh	4,258	15,219
Net sales and equivalents	kPLN	1,423	4,973
Other operating revenues	kPLN	40	37
Operating expenses	kPLN	(6,514)	(8,859)
Other operating expenses	kPLN	(1,477)	(1,704)
Amortization and depreciation	kPLN	413	2,429
<b>EBITDA<sup>1</sup></b>	<b>kPLN</b>	<b>(6,115)</b>	<b>(3,124)</b>
Average Electricity Sales Price*	PLN/MWh	334.20	326.75
PL-SUN Sp. z o.o		2023	2024
Generation volume	MWh	-	571
Net sales and equivalents	kPLN	-	293
Other operating revenues	kPLN	1	-
Operating expenses	kPLN	(2,165)	(2,408)
Other operating expenses	kPLN	(220)	(78)
Amortization and depreciation	kPLN	-	-
<b>EBITDA<sup>1</sup></b>	<b>kPLN</b>	<b>(2,384)</b>	<b>(2,194)</b>
Average Electricity Sales Price*	PLN/MWh	-	512.30

Energy Solar Projekty Sp. z o.o

		2023	2024*
Generation volume	MWh	68,124	-
Net sales and equivalents	kPLN	33,218	-
Other operating revenues	kPLN	40	-
Operating expenses	kPLN	(16,482)	-
Other operating expenses	kPLN	(34)	-
Amortization and depreciation	kPLN	6,596	-
<b>EBITDA<sup>1</sup></b>	<b>kPLN</b>	<b>23,338</b>	<b>-</b>
Average Electricity Sales Price*	PLN/MWh	487.61	-

UAB “Saulės energijos projektai”

		2023	2024
Generation volume	MWh	2,722	2,917
Net sales and equivalents	kEUR	1,190	1,275
Other operating revenues	kEUR	-	-
Operating expenses	kEUR	(282)	(284)
Other operating expenses	kEUR	(19)	(14)
Amortization and depreciation	kEUR	131	123
<b>EBITDA<sup>1</sup></b>	<b>kEUR</b>	<b>1,020</b>	<b>1,099</b>
Average Electricity Sales Price*	EUR/MWh	437.10	436.98

\* Average Electricity Sales Prices are calculated as Net Sales and Equivalents divided by Generation Volume.

\*\* Energy Solar Projekty Sp. z o.o project was sold by the Issuer in December 2024. Thus, data was not included for the year 2024.

### EBITDA<sup>1</sup>

EBITDA should not be considered as alternative to profit before tax as defined by IFRS or to cash flows from operating activities (or any other performance measure determined in accordance with IFRS) or as indicators of operating performance or as measures of the Group's liquidity. EBITDA should not be considered as measures of discretionary cash available to the Group to invest in the growth of the Group's businesses.

EBITDA has certain limitations as analytical tools, and should not be considered in isolation, or as a substitute for financial information as reported under IFRS. Investors should not place undue reliance on this data.

No statement in this Base Prospectus is intended as a profit/EBITDA/adjusted EBITDA forecast and no statement in this Base Prospectus should be interpreted to mean that the earnings of the Group for the current or future years would necessarily match or exceed the historical published earnings of the Group.

In this Base Prospectus UAB “Žaliosios investicijos”, PV Energy Projects Sp. z o.o, PL SUN Sp. z o.o, Energy Solar Projekty Sp. z o.o, and UAB “Saulės energijos projektai” EBITDA is presented for each period, net sales revenue and equivalents plus other operating revenues less relevant operating expenses, other operating expenses plus amortisation and depreciation expenses. EBITDA is presented only for entities which are operating or partly operating (electricity generating).

EBITDA for the Issuer's other subsidiaries and associates is not presented in this Prospectus, as these entities are not yet electricity generating and are currently in development and construction stage. The consolidated EBITDA for such omitted entities is not significant compared to results of the Group.

EBITDA is used as an indicator of the overall profitability of a business.

In addition, EBITDA is monitored and provided by the Issuer, because the Issuer believes that these measures are commonly used by lenders, investors, and business analysts to evaluate financial performance or financial leverage of the business entities.

*(b) Equity and Leverage Ratios of the Issuer*

The Equity Ratio and Leverage Ratio are few of the covenant levels set in accordance with Notes issued under the Programme that the Issuer has the obligation to ensure compliance with. Equity Ratio and Leverage Ratio are used as indicators of the level of debt incurred by the Issuer and is commonly used by lenders, investors, and business analysts to evaluate financial leverage of the business entities.

**Equity Ratio**

Equity Ratio covenant ensures that Equity Ratio of the Issuer is always 50 (fifty) per cent. or higher. Equity Ratio means Issuer's Equity divided by Total Assets and multiplied by 100.

in thousand			31 March 2025	31 December 2024	31 December 2023
Issuer's Total Assets	EUR		189,711	189,795	186,793
Issuer's Equity	EUR		98,345	100,476	115,300
<b>Equity Ratio</b>	<b>%</b>		<b>51.84</b>	<b>52.94</b>	<b>61.73</b>

**Leverage Ratio**

Leverage Ratio covenant ensures that Leverage Ratio at all times is 75 (seventy-five) per cent. or lower. Leverage Ratio means Consolidated External Financial Debt of the Issuer and its subsidiaries and associates at the end of any relevant period. Leverage Ratio means Consolidated External Financial Debt\* divided by the sum of Consolidated External Financial Debt and Issuer's Equity with result multiplied by 100.

in thousand			31 March 2025	31 December 2024	31 December 2023
Issuer's Equity	EUR		98,345	100,476	115,300
Consolidated External Financial Debt	EUR		190,954	178,152	164,268
<b>Leverage Ratio</b>	<b>%</b>		<b>66.01</b>	<b>63.94</b>	<b>58.76</b>

Consolidated External Financial Debt is the aggregate of: External Financial Debt of the Issuer, External Financial Debt of each Subsidiary multiplied by the per cent. of equity owned by the Issuer in that Subsidiary, External Financial Debt of each Associated Company multiplied by the per cent of equity owned by the Issuer in that Associated Company at the end of any Relevant Period.

Consolidated External Financial Debt information was derived from the preliminary financial information of the Group's financial debt as at 31 December 2024, while Consolidated External Financial Debt information as at 31 December 2023 was derived from audited financial statements of the Issuer and its subsidiaries and associates. Consolidated External Financial Debt is as follows:

**31 March 2025**

In thousand

Entity	Ownership, %	Native Currency	External debt amount, Total (in Native Currency)	External debt amount, Total (in EUR)	External debt amount, Actual Ownership (in EUR)
PV Energy Projects Sp. z. o. o	100.00%	PLN	94,406	22,599	22,599
PL SUN Sp. z. o. o	100.00%	PLN	125,468	30,034	30,034
UAB Žaliosios investicijos	25.00%	EUR	190,768	190,768	47,692

The Issuer	100.00%	EUR	90,629	90,629	90,629
<b>Total</b>					<b>190,954</b>

### 31 December 2024

In thousand

Entity	Ownership, %	Native Currency	External debt amount, Total (in Native Currency)	External debt amount, Total (in EUR)	External debt amount, Actual Ownership (in EUR)
PV Energy Projects Sp. z. o. o	100.00%	PLN	80,868	18,959	18,959
PL SUN Sp. z. o. o	100.00%	PLN	86,962	20,387	20,387
UAB Žaliosios investicijos	25.00%	EUR	191,855	191,855	47,964
UAB Nimela	100.00%	EUR	2,017	2,017	2,017
The Issuer	100.00%	EUR	88,826	88,826	88,826
<b>Total</b>					<b>178,152</b>

### 31 December 2023

In thousand

Entity	Ownership, %	Native Currency	External debt amount, Total (in Native Currency)	External debt amount, Total (in EUR)	External debt amount, Actual Ownership (in EUR)
Energy Solar Projekty Sp. z. o. o	100.00%	PLN	128,497	29,611	29,611
PV Energy Projects Sp. z. o. o	100.00%	PLN	77,149	17,778	17,778
UAB Žaliosios investicijos	25.00%	EUR	190,792	190,792	47,698
UAB Nimela	100%	EUR	0	0	0
The Issuer	-	EUR	69,181	69,181	69,181
<b>Total</b>					<b>164,268</b>

#### (c) Market Value of the Issuer's Investments

Market value of the Issuer's investments presents the fair value of the Issuer's investments in equity and debt instruments of subsidiaries and associates. The metric is used by the Issuer to track its investments' value growth through various development stages and overall market value of the portfolio.

For the valuation methodology for determining the market value of the Issuer's investments refer to 2025 Q1 Financial Statements, 2024 Financial Statements and 2023 Financial Statements.

The following table illustrates the methodology the Issuer used to determine market value of the Issuer's investments for the quarter ended 31 March 2025, and years ended 31 December 2024 and 31 December 2023.

#### Market Value of the Issuer's Investments

##### 31 March 2025

in thousand		PL Sun sp. z o. o.	UAB Žaliosios investicijos	PV Energy Projects sp. z o. o.	Zala Elektriba SIA	UAB KNT Holding
Initial investment in shares	EUR	3	7,210	1	1	1
Long term loan granted	EUR	55,080	23,650	32,375	5,999	6,615
Interest on loan granted	EUR	10,756	3,220	6,953	7	1,480
Change in fair value of investment	EUR	(13,524)	15,982	(6,003)	8,014	(1,791)
Sale of shares	EUR	-	-	-	-	-

<b>Market value of the Issuer's investment</b>	<b>EUR</b>	<b>52,315</b>	<b>50,062</b>	<b>33,326</b>	<b>14,021</b>	<b>6,305</b>
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in thousand		<b>UAB Ekoelektra</b>	<b>UAB Nimela</b>	<b>UAB JTPG</b>	<b>UAB PV Holding</b>	<b>Zalais Speks SIA</b>
Initial investment in shares	EUR	1	4	3	3	1
Long term loan granted	EUR	2,946	3,532	2,493	2,671	628
Interest on loan granted	EUR	800	566	542	269	35
Change in fair value of investment	EUR	(901)	(1,105)	(472)	(580)	(12)
Sale of shares	EUR	-	-	-	-	-
<b>Market value of the Issuer's investment</b>	<b>EUR</b>	<b>2,846</b>	<b>2,997</b>	<b>2,566</b>	<b>2,363</b>	<b>541</b>

in thousand		<b>UAB Saulės enerģijas projektai</b>	<b>UAB Sorlena</b>
Initial investment in shares	EUR	1,504	3
Long term loan granted	EUR	-	-
Interest on loan granted	EUR	-	-
Change in fair value of investment	EUR	(1,457)	-
Sale of shares	EUR	-	-
<b>Market value of the Issuer's investments</b>	<b>EUR</b>	<b>47</b>	<b>3</b>

### 31 December 2024

in thousand		<b>PL Sun sp. z o. o.</b>	<b>UAB Žaliosios investicijos</b>	<b>PV Energy Projects sp. z o. o.</b>	<b>Zala Elektriba SIA</b>	<b>UAB KNT Holding</b>
Initial investment in shares	EUR	3	7,210	1	1	1
Long term loan granted	EUR	55,080	23,650	31,975	-	6,560
Interest on loan granted	EUR	9,293	2,870	6,269	-	1,282
Change in fair value of investment	EUR	(12,061)	15,901	(5,319)	8,021	(1,593)
Sale of shares	EUR	-	-	-	-	-
<b>Market value of the Issuer's investment</b>	<b>EUR</b>	<b>52,315</b>	<b>49,631</b>	<b>32,926</b>	<b>8,022</b>	<b>6,250</b>

in thousand		<b>UAB Ekoelektra</b>	<b>UAB Nimela</b>	<b>UAB JTPG</b>	<b>UAB PV Holding</b>	<b>Zalais Speks SIA</b>
Initial investment in shares	EUR	1	4	3	3	1
Long term loan granted	EUR	2,946	3,096	2,397	2,602	628
Interest on loan granted	EUR	712	461	457	178	16
Change in fair value of investment	EUR	(813)	(1,001)	(388)	(489)	(104)
Sale of shares	EUR	-	-	-	-	-
<b>Market value of the Issuer's investment</b>	<b>EUR</b>	<b>2,846</b>	<b>2,560</b>	<b>2,469</b>	<b>2,294</b>	<b>541</b>

in thousand		<b>UAB Saulės enerģijas projektai</b>	<b>Energy Solar Projekty sp. z o. o.</b>	<b>UAB Rincila</b>	<b>UAB Atelda</b>
Initial investment in shares	EUR	1,504	1	3	3
Long term loan granted	EUR	-	-	-	-
Interest on loan granted	EUR	-	-	-	(2)
Change in fair value of investment	EUR	(1,457)	-	(2)	-
Sale of shares	EUR	-	(1)	(1)	(1)
<b>Market value of the Issuer's investments</b>	<b>EUR</b>	<b>47</b>	<b>-</b>	<b>-</b>	<b>-</b>

31 December 2023

in thousand		PL Sun sp. z o. o.	UAB Žaliosios investicijos	PV Energy Projects sp. z o. o.	Energy Solar Projekty sp. z o. o.	UAB KNT Holding
Initial investment in shares	EUR	3	7,210	1	1	1
Long term loan granted	EUR	45,074	23,650	34,242	14,230	6,515
Interest on loan granted	EUR	3,790	1,447	4,005	413	486
Change in fair value of investment	EUR	4,046	13,721	4,693	9,289	(697)
Sale of shares	EUR	-	-	-	-	-
<b>Market value of the Issuer's investments</b>	<b>EUR</b>	<b>52,913</b>	<b>46,028</b>	<b>42,941</b>	<b>23,933</b>	<b>6,305</b>

in thousand		UAB Ekoelektra	UAB JTPG	Zala Elektriba SIA	UAB Nimela	Zalais Speks SIA
Initial investment in shares	EUR	1	3	1	4	1
Long term loan granted	EUR	2,927	2,334	1,786	913	428
Interest on loan granted	EUR	353	120	154	160	50
Change in fair value of investment	EUR	(576)	(130)	(255)	(566)	(112)
Sale of shares	EUR	-	-	-	-	-
<b>Market value of the Issuer's investments</b>	<b>EUR</b>	<b>2,705</b>	<b>2,327</b>	<b>1,686</b>	<b>511</b>	<b>367</b>

in thousand		UAB Saulės energijos projektai	UAB Rineila	UAB Atelda
Initial investment in shares	EUR	1,504	3	3
Long term loan granted	EUR	-	36	117
Interest on loan granted	EUR	-	4	11
Change in fair value of investment	EUR	(1,160)	(43)	(131)
Sale of shares	EUR	-	-	-
<b>Market value of the Issuer's investments</b>	<b>EUR</b>	<b>344</b>	<b>-</b>	<b>-</b>

## **USE OF PROCEEDS**

The proceeds of the issue of each Series of Notes will be transferred to the Issuer and used towards refinancing existing remaining outstanding bonds (ISIN LT0000405938) of EUR 53,434,000, with any remaining proceeds of the issue to be used towards refinancing of other loan obligations or to finance, in part or in full, acquisition, development and construction of projects in renewable solar and wind energy and related infrastructure, energy efficiency and environmentally sustainable management of living natural resources and land use.

### **Redemption of Notes**

The Issuer expects to redeem the Notes issued under this Programme from the proceeds, received by selling its portfolio projects.

## DESCRIPTION OF THE ISSUER

### Overview

UAB "Atsinaujinančios energetikos investicijos" (the "**Issuer**") is a closed-ended investment company for informed investors, managed by Lords LB Asset Management (the "**Management Company**").

The Issuer was registered as a closed-ended investment company for informed investors in the Register of Legal Entities the Republic of Lithuania on 7 December 2020 (until that the Company was acting as a simple limited liability company (not licensed as an investment company) as from 15 March 2016). The Bank of Lithuania approved the Articles of Association of the Issuer on 14 December 2020 (currently valid Articles of Association of the Issuer was registered with the Register of Legal Entities on 3 June 2024). The period of operation of the Issuer after its extension for 2 additional years is until 5 February 2028.

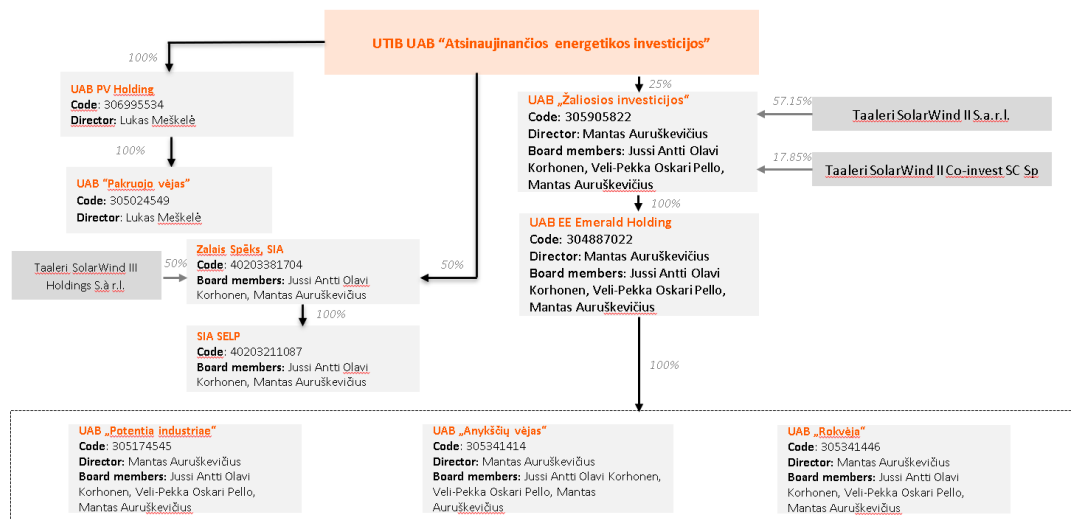
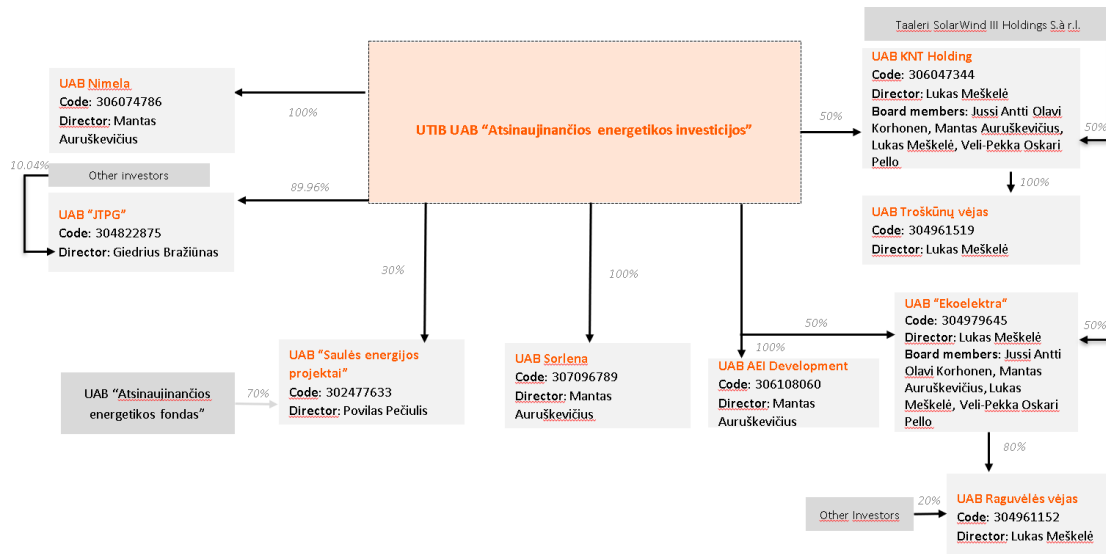
The Issuer, together with its directly and indirectly controlled subsidiaries and associates (the "**Group**") focuses on the development and investments in renewable energy assets, primarily ready-to-build and construction stage solar and wind projects in the Baltics and Poland.

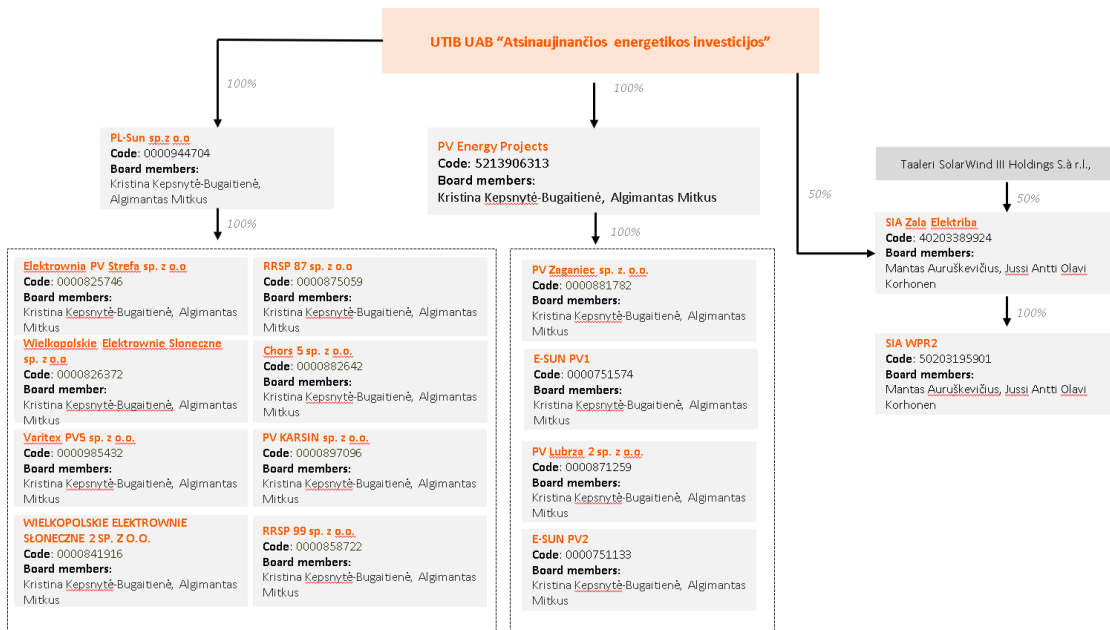
As of 31 December 2024, the Issuer's key assets under management included:

- 25 per cent stake in UAB "Žaliosios investicijos", a company group managing 185.5 MW of operational wind power capacity assets in Lithuania. This portfolio is anticipated to produce 597 GWh of green electricity each year;
- 30 per cent ownership stake in UAB "Saulės energijos projektai", a company operating 2.6 MW of operational solar power capacity assets in Lithuania;
- 100 per cent stake in PV Energy Projects Sp. z o.o., a company group managing 67.8 MW under-construction and operation stage solar power capacity assets in Poland. Portfolio is expected to be fully energized by Q1 2026. This portfolio is anticipated to produce 77 GWh of green electricity each year;
- 100 per cent stake in PL-SUN Sp. z o.o., a company group managing 114.7 MW under-construction and operating stage solar power capacity assets in Poland. Portfolio is expected to be fully energized by Q4 2025. This portfolio is anticipated to produce 132 GWh of green electricity each year;
- 50 per cent stake in "Zala Elektriba" SIA, a company managing 112 MW of construction stage wind power capacity assets in Latvia. The project is expected to be fully operational by Q1 2027;
- 50 per cent stake in "Zaļais Spēks" SIA, a company managing 132 MW of development stage wind power capacity assets in Latvia. The project is expected to be at ready-to-build stage by Q4 2026;
- 50 per cent stake in UAB "KNT Holding", a company managing a hybrid, development stage 390 MW of wind, 250 MW of solar and 50 MW of battery energy storage system capacity assets in Lithuania. The project is expected to be at ready-to-build stage by Q4 2025;
- 50 per cent stake in UAB "Ekoelektra", a company managing a hybrid, development stage 100 MW of wind and 70 MW of solar power capacity assets in Lithuania. The project is expected to be at ready-to-build stage by Q4 2025;
- 100 per cent stake in UAB "Nimela", a company managing 200 MW of development stage solar power capacity assets in Lithuania. The project is expected to be at ready-to-build stage by Q4 2025;
- 100 per cent stake in UAB "PV Holding", a company managing 45 MW of development stage wind and 9 MW battery energy storage system capacity assets in Lithuania. The project is expected to be at ready-to-build stage by Q3 2025;
- 100 per cent stake in UAB "JTPG", a company managing 70 MW of development stage solar and 7 MW battery energy storage system capacity assets in Lithuania. The project is expected to be at ready-to-build stage by Q3 2025.



The chart below sets out the Group's corporate structure as of the date hereof:





## History and Development of the Issuer

Principal events during the Group's history and development include:

- 2020 Overview

In November 2020, Energy Solar Projekty Sp. z o.o completed the development of 65.5 MW of solar power capacity assets in Poland. In December 2020, UAB "Atsinaujinančios energetikos investicijos" was registered as a closed-end investment company. The Company has also acquired a 100% stake in PV Energy Projects Sp. z o.o., adding 10 MW of ready-to-build solar power capacity assets in Poland.

- 2021 Overview

In May 2021, PV Energy Projects Sp. z o.o purchased an additional 63.3 MW of solar power capacity assets in Poland. In November 2021, the Company acquired a 25% stake in UAB "Žaliosios investicijos," which held 185.5 MW under-construction and ready-to-build wind power capacity assets in Lithuania. In December 2021, the Company issued its first private sector green bond in renewable energy, totalling EUR 25 million.

- 2022 Overview

In February 2022, the Company acquired a 100% stake in UAB "Atelda" adding 150 MW of green field wind power capacity assets in Lithuania. In March 2022, it purchased Bartinless Investments Sp. z o.o. (renamed to PL-SUN Sp. z o.o.), which held 97.5 MW of ready-to-build solar assets and a 50% stake in "Zalais Speks" SIA, contributing 132 MW of green field wind power capacity. In April 2022, the Company acquired UAB "KNT Holding," which held 450 MW of green field solar and wind power assets. In May 2022, it acquired UAB "Nimela" adding 200 MW of green field solar power assets. The Company also secured rights for 400 MW of hybrid solar and wind assets and further secured rights for 80 MW of hybrid and 66 MW of wind assets in Latvia.

- 2023 Overview

In March 2023, the Company signed a sale and purchase agreement to acquire 102 MW of green field wind power assets in Latvia. The Company has also closed its final equity capital subscription period with total investor commitments of EUR 91.3 million. The Company further progressed in the development and construction of its asset portfolio.

- 2024 Overview

In May 2024, the Company issued the final tranche under its EUR 100 million green bonds programme, totalling EUR 91.3 million in nominal value. In December 2024, the Company divested 100% of its ownership in Energy Solar Projekty Sp. z o.o. to a UK-based investment management firm. The Company continued to further progress in the development and construction of its asset portfolio. The divestment yielded a project exit internal rate of return (IRR) in 16.95%.

- Divestment process

With the divestment from Energy Solar Projekty Sp. Z o.o., the Company has proactively started the divestment process for fully operational and near-operational assets. The initiated divestments are expected to be completed between 2025 and 2027.

There are no Issuer's known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least the current financial year.

## Key information about the Issuer

Legal and commercial name of the Issuer	UAB "Atsinaujinančios energetikos investicijos", a private limited liability closed - end investment company intended for informed investors registered in Lithuania.
Legal form of the Issuer	Private limited liability company
Place of registration of the Issuer (registered office)	Jogailos str. 4, Vilnius, Lithuania
Corporate ID code of the Issuer	304213372
LEI	98450011FE29FH8C7E10
Legislation under which the Issuer operates	The Law on Collective Investment Undertakings Intended for Informed Investors of the Republic of Lithuania and other laws of the Republic of Lithuania
Date of incorporation of the Issuer (licencing as an investment company)	7 December 2020 (until that the Company was acting as a simple limited liability company (not licensed as an investment company) as from 15 March 2016)
Operating period	until 25 February 2028 (after extension thereof for two years)
Telephone number	<a href="tel:+37052619470">+370 5 261 94 70</a>
E-mail	<a href="mailto:info@lordslb.lt">info@lordslb.lt</a>
Website	<a href="https://lordslb.lt/">https://lordslb.lt/</a> . The information on the website does not form part of the Prospectus, unless certain information is incorporated by reference into the Prospectus (please see Section <i>Information Incorporated by Reference</i> )

## Principal Subsidiaries and Associates

Principal subsidiaries and associates are those entities, which are currently operational or partly operational and constitute the core assets and infrastructure through which the Group conducts its renewable energy activities, generates revenue and supports its strategic growth objectives and cash flow generation.

### *UAB "Saulės energijos projektai"*

30 per cent owned by the Issuer as at the date of this Base Prospectus. UAB "Saulės energijos projektai" operates 2.6 MW solar park in Kaunas District, Lithuania. 100 per cent of the electricity is sold for a fixed tariff in accordance with agreement signed between UAB "Saulės energijos projektai" and AB LESTO, which, in 2016 merged with Lietuvos Dujos AB to form "Energiijos skirstymo operatorius" AB. As from February 2025, the electricity is sold under market terms.

### *PV Energy Projects Sp. z o.o.*

100 per cent owned by the Issuer as at the date of this Base Prospectus. PV Energy Projects Sp. z o.o. manages 67.8 MW under-construction and operating solar power capacity assets in Poland. PV Energy Projects Sp. z o.o. group comprises of a holding company and four additional SPVs (a special purpose vehicle which the company controls and through which the Issuer invests in assets compliant with the investment strategy of the Issuer), which hold all operating assets. The construction works are fully completed with the remaining projects in the portfolio expected to be energized in Q3 2025. The completion

of PV Energy Projects Sp. z o.o. is dependent on number of contingencies, including circumstances outside of the control of the Issuer. 62.9 MW of assets in PV Energy Projects Sp. z o.o. group have secured a CfD tariff in the Poland renewable energy systems auction scheme, under which, part of the electricity will be sold to the Poland electricity regulator. Remaining electricity generation capacity is expected to be sold to a well-known and established energy off-taker.

*PL-SUN Sp. z o.o.*

100 per cent owned by the Issuer as at the date of this Base Prospectus. PL-SUN Sp. z o.o. manages 114.7 MW under-construction and operating solar power capacity assets in Poland. PL-SUN Sp. Z o.o. group comprises of a holding company and eight additional SPVs which hold all operating assets. Construction works are expected to be finalised in Q4 2025. The completion of PL-SUN Sp. z o.o. is dependent on number of contingencies, including circumstances outside of the control of the Issuer.

*UAB "Žaliosios investicijos"*

25 per cent owned by the Issuer as at the date of this Base Prospectus. UAB "Žaliosios investicijos" manages 185.5 MW under development wind power capacity assets in Lithuania. UAB "Žaliosios investicijos" group comprises of a holding company, a sub-holding company and three additional SPVs, which hold all operating assets. Nearly half of the electricity generation capacity is sold under PPA terms to energy off-taker, while remaining generation capacity is expected to be sold under prevailing market terms.

**Major shareholders of the Issuer**

As at the date hereof the authorised capital of the Issuer is EUR 58,656,399 and it is comprised of 58,656,399 ordinary shares with a nominal value of EUR 1 each. In the table below the information is provided on shareholders of the Issuer as at the date hereof.

**Shareholders of the Issuer, holding more than 5% of shares and votes of the Issuer as of the date hereof**

No.	Shareholder	Number of owned shares and votes directly	Percentage owned directly, %	Votes, held by other persons, acting in concert, %	Total, %
1.	Energy and Infrastructure SME Fund	15,047,500	31.28 %	-	31.28%
2.	AB "Artea" bankas	5,795,752	9.88 %	-	9.88%
3.	UAB Lotus invest	5,453,888	9.30 %	-	9.30%
4.	Evernord UAB FMĮ	3,424,349	5.84 %	-	5.84%

According to the knowledge of the Issuer, there are no natural persons that directly or indirectly hold more than 50% of UAB Lotus Invest, AB "Artea" bankas and Evernord UAB FMĮ shares.

The management of the Issuer is carried out in accordance with the Law on Companies, Law on Collective Investment Undertakings Intended for Informed Investors and the Articles of Association of the Issuer. The rights and obligations of the shareholders and of the general meeting of shareholders are provided in the articles of association of the Issuer. The Issuer's Articles of Association foresee the influence and control of the shareholders and their involvement in the management of the Issuer.

The Issuer is intended for informed investors (i.e., only the informed investors may become the shareholders of the Issuer) who seek to obtain an increase in the capital value from the investments and who tolerate a higher-than average long-term risk. The shares are intended for the following persons (informed investors):

- Investors who hold the status of professional investors under the Law on Markets in Financial Instruments of the Republic of Lithuania;
- Natural persons who do not have the status of professional investors, who have confirmed to the Management Company their status as informed investors and who meet at least one of the following requirements:
  - (a) invest or undertake to invest at least EUR 125,000 or an equivalent amount in another currency in the Issuer; or
  - (b) a legal person (or an analogous entity of another EU Member State) who has the right to provide investment services in the Republic of Lithuania, having collected and evaluated the information specified in the Law on Markets in Financial Instruments of the Republic of Lithuania, has confirmed in writing that the Issuer's Shares are suitable for that particular person having regard to his risk tolerance and possibilities to assume losses;
- Natural persons who do not have the status of professional investors and who are the managers of the Management Company or the persons (employees) making investment decisions at the Issuer (natural persons). For the sake of clarity, it is noted that these persons shall undertake to invest at least EUR 20,000 or an equivalent amount in another currency in the Issuer;
- Legal persons that do not have the professional investor status, whose main activity is not investment in collective investment undertakings, provided that they have confirmed their status of informed investors to the Management Company in writing and who meet at least one of the following requirements:
  - (a) invest or undertake to invest at least EUR 125,000 or the equivalent amount in another currency in the Issuer; or
  - (b) a legal person (or an analogous entity of another EU Member State) who has the right to provide investment services in the Republic of Lithuania, having collected and evaluated the information specified in the Law on Markets in Financial Instruments of the Republic of Lithuania, has confirmed in writing that the Issuer's Shares are suitable for that particular person having regard to his risk tolerance and possibilities to assume losses.

## **Management**

In accordance with Lithuanian law, the operational management of the Issuer is entrusted to the Management Company, which is responsible for the day-to-day management and strategic planning of the Issuer's operations and is authorised to represent the Issuer based on the law and the Articles of Association.

Thus, the management and supervisory bodies of the Issuer are not formed.

The Management Company is organizing the operations of the Issuer, appropriate handling of information about the operations of the Issuer and performance of the other functions assigned to the Management Company. The Management Company is responsible for making decisions regarding investments of the Issuer and management, use and disposal of assets of the Issuer. These decisions inter alia include decisions regarding acquisition, transfer, management and management restriction of assets of the Issuer and its SPVs, decisions related to financing of the acquisition of operations and assets of the Issuer and the SPVs as well as decisions regarding realization of the rights of the Issuer as a shareholder of other companies. Any such contracts of the Issuer or the SPVs may not be executed in the absence of the respective decision of the Management Company. The decisions referred to herein shall be taken by the manager of the Issuer, appointed by the Management Company. Specific decisions shall be taken by the Board of the Management Company, i.e., the Issuer may reinvest retained funds of the Issuer by decision of the Board

of the Management Company; decisions (approvals) to nominate a manager of Issuer; decisions (approvals) of the acquisition of the shares of other companies; decisions to form an Investment Committee, etc.

The Management Company is responsible for convening and holding the general meetings of shareholders of the Issuer and may at its own discretion form an Investment Committee.

The Investment Committee is advising on investments of the Issuer and disposal of assets of the Issuer. It is necessary to obtain an opinion of the Investment Committee of the Issuer regarding approval (or non-approval) of investment decisions, but this opinion shall only be of recommendation nature. The Investment Committee shall consist of 5 to 7 members.

Other body of the Issuer is the general meeting of shareholders. The competence of the general meeting of shareholders and the procedure of convening the meeting and decision-taking by the meeting coincide with the competence and procedure prescribed by the Law on Companies of the Republic of Lithuania to the extent the Law on Collective Investment Undertakings Intended for Informed Investors of the Republic of Lithuania and the Articles of Association do not provide differently. Additionally to the rights granted to the general meeting of shareholders under the Law on Companies, the Articles of Association of the Issuer foresee that this body is responsible for taking decisions regarding the change of the Management Company, decisions regarding the content and signing of the Management Agreement with the Management Company and decision on setting of the maximum amount for which shares of the Issuer may be subscribed.

Pursuant to the Law on Collective Investment Undertakings Intended for Informed Investors of the Republic of Lithuania and other laws of the Republic of Lithuania the Issuer has an obligation to perform market valuation of its shares, as they were offered to the informed investors. The independent valuator of the Issuer's shares is UAB "KPMG Baltics" valuers, legal entity code 111494971, registered office address: Lvivo str. 101, LT-08105 Vilnius, Lithuania.

#### **Key executives of the Issuer:**

**Mantas Auruškevičius** joined UAB "Atsinaujinančios energetikos investicijos" in June 2021 and currently serves as the Investment Company Manager. Before becoming Investment Company Manager, Mantas Auruškevičius served as the Head of Finance at the Issuer managing the Group's corporate finance matters. Previously, he worked in an audit department at Ernst & Young, where he audited private and publicly traded national and international clients from various industries, including power and utilities, manufacturing, banking, consumer products & retail, health and wealth and asset management. Mantas earned his Bachelor of Science degree in Finance and Economics from Grand Canyon University in Phoenix, Arizona, USA.

#### **Key executives of the Management Company:**

**Jan Ake Gustaf Litborn** is the chairman of the management board of the Management Company. He has obtained higher education in the legal field. In 1977 – 1981 Jan attended the Stockholm School of Economics and he holds a master's degree in law from Stockholm University from 1982. Jan Litborn is also a partner and chairman of the board of honour at law firm Glimstedt. He is also the founder of the Baltic law firm Glimstedt, member of the Swedish Bar Association and the International Bar Association and has been a lawyer since 1982. Jan Litborn has extensive experience representing some of Sweden's largest real estate and private equity firms, in particular in the areas of mergers and acquisitions, financing and debt securitization. Jan Litborn has also been working on many major international transactions, attended seminars and has published several publications on mergers and acquisitions and debt securitization. Jan Litborn's clients include public and private companies, as well as private equity investors, which he advises on public and private mergers and acquisitions. He has extensive experience in a wide variety of real estate transactions.

**Mindaugas Marcinkevičius** has over 20 years of experience in real estate development within VP Group, the largest business consortium in the Baltics. In Lords LB Management Company Mindaugas Marcinkevičius is responsible for real estate development and project management. For 10 years he was a Chairman of the Board of Akropolis, the largest and most successful shopping centre developer in the Baltics with operations in Lithuania, Latvia, Estonia and Bulgaria. Under Mindaugas Marcinkevičius' management, Akropolis developed over 250,000 m2 of flagship retail & office space

which has been recognized as the most valuable commercial real estate assets in Lithuania. He holds Master's degree in Real estate valuation and management from Vilnius Gediminas Technical University.

**Andrius Stonkus** is the founder of the leading real estate advisory and asset management company in the Baltic States Re&Solution, which was later partly acquired by Newsec and became Newsec / Re&Solution. He also founded Lords LB Asset Management in 2008 where he is responsible for fund raising and acquisitions. Prior to Re&Solution, during 2001 – 2004, Mr. Stonkus was the Director of RE investment company Prime Real Estate and held number of financial and management positions at Prime Investment. During his career Andrius Stonkus was managing and participating in real estate transactions totalling EUR 1 billion. Andrius Stonkus holds a Bachelor's degree in Banking from Vilnius University and has taken various courses in finance and analysis.

**Antanas Vainauskas** is a co-founder of leading oil exploration and production companies in Lithuania TAN Oil (indirectly controlled by Tethys Oil) and LL Investicijos, which was later partly acquired by an American multinational energy corporation Chevron. In Lords LB Management Company A. Vainauskas is responsible for energy and infrastructure projects. Mr. Vainauskas has been a board member of various companies in one of the largest business groups in Lithuania, SBA Concern, whose activities concentrate on 4 business areas – furniture, apparel, business centres and energy. A. Vainauskas holds Master's degree in European Law from Stockholm University and a bachelor's degree with specialization in law from Vilnius University.

**Vilma Tvaronavičienė** is an experienced manager holding the Manager's position on Relations with Investors in the Management Company since 2011. In 2012 Vilma has been also appointed as the person responsible for compliance with the Prevention of Money Laundering and / or Terrorist Financing in the activities of the Management Company. With long-term experience in the Management Company, Vilma is familiar with the operating principles thereof, business strategy and operating procedures, operating principles of financial institutions and institutions, financial markets and investment funds. Vilma Tvaronavičienė participates in the investment activities of the Management Company and the funds managed by it, contributes to the development of investment strategies of the funds, actively participates in establishing and maintaining contacts with clients of all investment funds, participates in the activities of the Management Company and the investment funds managed by it. Vilma has a higher education in the field of mechanical engineering as she graduated from Kaunas University of Technology and obtained a bachelor's degree in mechanical engineering in 2000. In 2005 Vilma participated in the trainings of International Institute of Leadership and Management and successfully passed an exam of „Foundation Award in Management principles. From 2019 Vilma Tvaronavičienė is continuing her master's studies at Kaunas University of Technology, specializing in business management (specialization – Corporate Governance).

#### **Members of the Investment Committee:**

**Tomas Kučinskas**, an experienced manager and well-known Lithuanian businessman, worked as the Managing Director at UAB Švyturys-Utenos alus from 1999 to 2002, as the President at Calsberg Baltics from 2002 to 2009 and as the Chairman of the Board of UAB Švyturys-Utenos alus from 2009 to 2011. He was also a Board member at Kitron Group and Auga Group. Currently, Tomas Kučinskas is the founder and director of the investment company JSC “Provestum”, a member of the Supervisory Board at Lords LB Special Fund V and an Investment Committee member of the Issuer.

**Rimantas Bukauskas**, a businessman and private investor with over 20 years of experience in real estate, energy, facility management and entertainment sectors. He was a shareholder and a board member of JSC "Rubicon Group" from 1991 to 2010. From 2010 to 2020, he was a shareholder, board member and the Managing Director of the company JSC "SEVEN entertainment". Since 2016, Rimantas Bukauskas is a shareholder and board member of the real estate development company JSC "Sigma projektai" and also undertakes private equity investments in real estate and energy infrastructure sectors. He is also an Investment Committee member of the Issuer.

**Rolandas Vingilis**, a well-known Lithuanian businessman and co-founder of various companies, served as the Chairman of the Board at UAB MG Valda from 1995 to 2018 and at UAB Trojina from 1996 to 2004. Currently, Rolandas Vingilis is a Board Member at UAB MVGroup and UAB Verslo Trikampis. He is also the co-founder and CEO of the investment company UAB Extera Baltic and holds the position of Vice-president at Lietuvos Teniso federacija, along with being a Board member at Vaikų liginės paramos



fondas. Rolandas Vingilis is also an Investment Committee member at Energy and Infrastructure Fund SME.

**Arvydas Avulis**, a prominent Lithuanian entrepreneur widely recognized for his significant contributions to the real estate and investment sectors. He is the majority shareholder and Chairman of the Board of AB Hanner, a renowned real estate development company. AB Hanner has received numerous awards, including the best developer in Lithuania and Latvia. Arvydas graduated from the former Vilnius Civil Engineering Institute (currently Vilnius Gediminas Technical University) with a Civil Engineering degree.

**Mindaugas Marcinkevičius**. Short CV of Mindaugas Marcinkevičius is provided above.

## **Competitive Strengths**

### ***Baltics and Polish renewables sector***

The global demand for renewable energy has surged over the past decade, driven by favourable government policies, escalating consumption targets at both national and supranational levels and stabilizing electricity prices at competitive levels, which enhances the economic viability of renewable energy projects. According to the International Renewable Energy Agency, from 2014 to 2024, the installed capacity of solar photovoltaic and onshore wind systems in the Baltics and Poland increased significantly, marking a substantial growth trajectory. Additionally, countries in which the Group operates have established national targets for renewable energy to comprise between 51% and 100% of electricity generation and electrification of final energy demand by 2030 (International Renewable Energy Agency. (2025). Retrieved from <https://www.irena.org/>). Countries such as Poland are actively financing renewable energy project development through various incentives and subsidy mechanisms, including renewable energy auction schemes, which have emerged as pivotal in supporting the photovoltaic market.

This anticipated increase in investment is essential to meet rising demand and consumption objectives, positioning the Issuer advantageously to capitalize on these trends. Beyond heightened demand, the renewable energy sector is appealing due to geographical and economic benefits.

### ***Significant and sizeable near-term and long-term pipeline of renewable projects***

In alignment with its investment strategy, the Issuer aims to increase its operational renewable energy assets' production capacity to 686.6 MW. The long-term development pipeline is projected to consist of projects totalling up to 1,256 MW. The realization of these projects is subject to various contingencies, including factors beyond the Group's control. Currently, the Issuer is engaged in projects across Lithuania, Latvia and Poland, at various stages of development, with potential acquisitions also in other Baltic states.

### ***Solid and visible cash flow generation enabling secure cash flows going forward***

The Issuer's subsidiaries and associates derived majority of their revenues through regulated or contracted means. UAB "Žaliosios investicijos" anticipates achieving nearly half of its generation capacity under Power Purchase Agreement (PPA) terms, whereas 62.9 MW out of 67.8 MW from PV Energy Projects Sp. z o.o. and 43 MW out of 114.7 MW from PL-SUN Sp. z o.o. projects portfolio have secured consumer price-indexed, 15-year Contract for difference (CfD) tariff prices.

### ***Experienced management team with a proven track record and local know-how***

The Issuer's core management team brings significant expertise in the renewable energy sector and a thorough understanding of the regional market dynamics. With a proven history of success, the team collectively has over 70 years of experience across energy, regulatory, consulting and finance disciplines. Their portfolio includes the execution of multiple, utility-scale energy development projects in the Baltic region, such as UAB "Žaliosios investicijos," with a capacity of 185.5 MW in wind power; Energy Solar Projekty Sp. z o.o., which oversees a 65.5 MW solar portfolio in Poland; PL-SUN Sp. z o.o., a 114.7 MW solar project portfolio in Poland and PV Energy Projects Sp. z o.o. a 67.8 MW solar portfolio in Poland. The management team has developed clear strategic priorities to drive future value creation in both the wind and solar sectors. This approach is supported by a strong organizational culture and high-quality leadership, along with a fully qualified in-house asset management and operations team capable of efficiently maintaining and developing assets across all operational segments.

### ***Sustainability contribution***

The Issuer recognizes that its economic activities have an influence on society and environment. As a result, the Issuer is dedicated to being responsible in business operations by incorporating environmental, social and governance aspects into investment and operational choices.

The Issuer focuses on development and construction of renewable energy projects within the Baltics and Poland, regions where the Group plans to increase its renewable capacity. Based on the Issuer's unaudited internal calculations and in accordance with EIB Project Carbon Footprint Methodologies 11.3 (January 2023) methodology, once completed, the Group's assets at the operating and construction stages are projected to avoid approximately 250 thousand metric tonnes of CO<sub>2</sub> equivalent annually, based on current assumptions regarding electricity generation. This strategy aligns with regional sustainability objectives and supports efforts to reduce greenhouse gas output.

The Group's approach is aligned with two United Nations Sustainable Development Goals (SDGs): SDG 7 (Affordable and Clean Energy) through investments in renewable energy projects, and SDG 13 (Climate Action) by aiming to achieve a net-zero carbon footprint.

### ***Strategic partnership in Lithuania***

The Issuer has a strategic partnership with Taaleri Energia, a Finnish renewable energy assets developer and investor managing 9.3 GW of wind and solar portfolio in Europe and the US. Partnership allows the Issuer to leverage Taaleri Energia's expertise during acquisition, development and operating of wind parks in the Baltic states. For example, in December 2021 the Issuer and Taaleri Energia acquired the three wind parks in Lithuania totalling 185.5 MW of wind power capacity and continues its partnership through the development of more than 1 GW of additional wind and solar power capacity assets in the Baltics.

### **Insurance and Risk Management**

The subsidiaries and associates of the Issuer usually renews their insurance policies on an annual basis in order to cover various types of risks to which they may be exposed. Some of the risks related to the Issuer are covered under corporate insurances. In addition, the Issuer has entered into additional separate policies. The Issuer considers that it has sufficient insurance coverage at reasonable premiums. The insurance coverage is regularly reviewed and is adapted when required. However, it cannot be ruled out that the Issuer will incur loss or damage that is not fully covered or not covered at all or that exceeds the coverage limits.

The management of different risks the Issuer encounters in its everyday activities is a significant and integral part of the Issuer's business activities, see *Risk Factors–Risks Relating to the Group's Business*.

The Issuer has a defined set of risk management policies and procedures in place, relating to each of the following:

- Risk management governance;
- Risk assessment;
- Risk handling;
- Risk management taking place through strategy, organisation, routines and responsible Operations.

The Management Company has the overall responsibility for ensuring that the Issuer has established appropriate and effective processes for risk management and internal control. The Issuer has established internal whistle-blower procedures. An internal reporting facility allows employees to report malpractice, unlawful or unethical behaviour through the Issuer's intranet.

To manage part of the price risk, the Issuer currently uses fixed price contracts for a part of its production input and sales, typically with a duration from three to fifteen years. CfDs, PPAs for electricity sales provide improved revenue certainty.

The Issuer may use financial hedges for managing the electricity market risk once the share of regulated/contracted revenue falls, although the Issuer is not currently making use of such derivative contracts. Hedging could be used both for operating assets' revenues, by entering into future contracts for power prices and for development projects not falling under subsidy schemes, by entering into long-term

PPAs. Suitable market instruments for hedging the electricity price, depending on the asset type and location, include regional power exchange price futures and electricity price area differential contracts where sufficient liquidity exists.

The Issuer is exposed to limited currency risk from existing and possible future projects in Poland, for which the revenue is denominated in Polish zloty. When operating in Poland, currency swaps or financing in the local currency might be considered to mitigate the currency risk.

The Group actively mitigates interest rate risk associated with its loan agreements. Currently, 96% of total bank borrowings across the Group's companies are hedged through interest rate swap contracts or fixed interest rate borrowings. Moving forward, the Issuer may continue to employ interest rate swaps to address potential risks associated with future interest rate increases for both existing and forthcoming financing obligations.

### **Related Party Transactions**

The relationships between the Issuer, including its group companies and its related parties, identified according to the principles of International Accounting Standard 24 ("IAS 24"), primarily consist of business transactions relating to the sale and purchase of products, goods and services. They fall within the activities carried out by the Issuer and its group companies in the ordinary course of its business. Please see Note 17 of the 2024 Financial Statements for information on the Issuer's and its group companies' related party transactions conducted in such respective periods.

The Issuer's and its Group companies' transactions with its related parties are regulated by Law on Companies of the Republic of Lithuania, Articles of Association and transfer pricing documents, which provide for comprehensive regulation of rules concerning related party transactions and conflicts of interest between a company and its management (and persons close to such members).

## REGULATION OF RENEWABLE ENERGY SOURCES

*The Issuer operates under a wide and complex set of regulations in the field of renewable energy sources. A brief, non-exhaustive summary overview of the regulatory framework to which the Issuer is subject to in Lithuania and Poland is set out below. The description is based on laws in effect as at the date of this Base Prospectus.*

### EU Framework for Renewable Energy Sources

On 11 December 1997 the Kyoto Protocol, operationalizing the United Nations Framework Convention on Climate Change and committing industrialized countries and economies in transition to limit and reduce greenhouse gases emissions in accordance with agreed individual targets, was adopted and entered into force on 16 February 2005.

EU made commitments under the Kyoto protocol to promote the electricity from renewable energy sources ("RES"), such as wind power, solar power, biomass and biogas. The primary EU legislation for the support of renewable energy is the Directive 2009/28/EC on the Promotion of the Use of Energy from Renewable Sources (and amending and subsequently repealing Directives 2001/77/EC and 2003/30/EC) (the "**Renewable Energy Directive**"), which entered into force in 2009. The Renewable Energy Directive targeted having 20% of the total energy consumption across the EU come from renewables by 2020 and set a mandatory national target for each Member State, stating the overall share of gross energy consumption that must come from RES.

On 30 November 2016 the European Commission released a package of legislative initiatives, known as the Clean Energy Package, including a recast of the Renewable Energy Directive. The Clean Energy Package was adopted by the European Parliament On 22 May 2019. The Clean Energy Package is focused on three key areas: (i) energy efficiency; (ii) creating a global leadership role for the EU in relation to the development and deployment of renewable technology; and (iii) creating a fair deal for the consumers. The Clean Energy Package sets the EU energy efficiency and renewable energy goals of at least 32% share of RES in final energy consumption by 2030. The new rules also reflect the EU's ambitions towards a climate-neutral economy by the end of 2050 while maintaining a framework for economic growth and competitiveness.

On 6 October 2022, the Council of the EU adopted Council Regulation 2022/1854 on an emergency intervention to address high energy prices, which contains several measures related to the current situation in the EU energy market. This Regulation establishes an emergency intervention to mitigate the effects of high energy prices through exceptional, targeted and time-limited measures. Those measures provide for: (i) a reduction of monthly and peak hours gross electricity consumption, (ii) a mandatory cap of 180 EUR/MWh on revenues of electricity producers, (iii) the possibility for EU Member States to support final customers through public interventions and lowering of retail prices, and (iv) an extraordinary solidarity contribution by fossil fuel companies.

One of the main points of this intervention is a temporary 180 EUR/MWh cap which applies to electricity revenues where electricity is generated at lower marginal costs (including nuclear, lignite and renewables). Any revenues above this level will be collected by the governments of the EU Member States that will redistribute them to energy consumers to reduce the impact of high energy prices.

On 15 December 2022, the Parliament of the Republic of Lithuania adopted the Law on Implementing Regulation (EU) 2022/1854 of the Republic of Lithuania, which implements the Regulation on an emergency intervention to address high energy prices. According to the law, it is expected to reduce electricity consumption by 10% and by 5% during peak hours. It also introduced rules on the energy market revenues and surpluses, calculated with regard to the mandatory cap of 180 EUR/MWh on revenues of electricity producers. It is provided that the funds raised will be used to support electricity consumers to mitigate the impact of high prices, encourage investment in renewable energy, and reduce dependence on fossil fuels. The law stipulates that the NERC shall be responsible for the preparation and approval of the methodology for determining market revenues and calculating excess revenues.

On 30 December 2022, the NERC approved the Methodology for determining market revenues and calculating excess revenues, which regulates the procedure for the determination of market revenues and

the calculation of excess revenues in order to contribute to the objectives of the reduction of prices for final customers set out in the Regulation on an emergency intervention to address high energy prices.

On 9 October 2023, the Council of the EU officially adopted the updated Renewable Energy Directive (the “**RED III directive**”), setting a binding target of at least 42.5% renewable energy in the EU’s overall energy consumption by 2030, with an ambition to reach 45%. The RED III directive also targets faster permitting for Renewable Energy Projects process and highlights regulatory burden reduction efforts. By doing so the EU aims to accelerate the deployment of renewables. In addition to that, the RED III directive introduced simplified and faster permitting procedures, including the designation of "renewables acceleration areas" where projects benefit from streamlined approval processes. The RED III directive entered into force on 20 November 2023, and Member States must transpose its provisions into national law by 21 May 2025.

In addition, general targets under RED III directive in other energy related sectors are:

- Transport – Member States can choose between a mandatory 14.5% reduction in greenhouse gas intensity in transport or a 29% share of renewable energy in final transport energy consumption by 2030.
- Industry – a mandatory 1.6% annual increase in the use of renewable energy in industry has been introduced, with a target that 42% of hydrogen used in industry must come from renewable sources by 2030.
- Buildings, heating, cooling – the RED III directive sets a 49% renewable energy share target in buildings by 2030 and requires an annual 0.8% increase in renewable energy use for heating and cooling until 2026, rising to 1.1% from 2026 to 2030.

On 25 June 2025, the Parliament of the Republic of Lithuania adopted a package of legal acts submitted by the Ministry of Energy of the Republic of Lithuania, transposing into national law the RED III directive. Lithuania is among the first countries to have transposed the provisions of the RED III directive. This legislative package aims to accelerate the development of RES, simplify regulation, and reduce administrative burden, while implementing the key objectives of the European Green Deal. Lithuania is pursuing its long-term national energy and climate policy goals, as indicated in Section below.

### **Regulations applicable in Lithuania and recent developments**

Currently, the Law on RES is the key law focusing on renewable energy sources and contains sectoral objectives: to increase the share of RES in final energy consumption to 55% by 2030, to produce as much electricity as it consumes by 2028, and to achieve a climate-neutral energy sector by 2050.

Following the transposition of the RED III directive into national legislation, Lithuania also aims to:

Decarbonise the transport sector: Fuel suppliers will be required to ensure that, by 2030, at least 29% of the national fuel mix comes from RES. More flexible options will be introduced to help suppliers meet their obligations — including the ability to carry over RES fuel accounting units to subsequent years, extend compliance deadlines, and integrate private charging stations into the fuel accounting system. Variable penalties are proposed for fuel station operators who fail to meet biofuel blending requirements.

Decarbonise the industrial sector: By 2030, at least 42% of hydrogen used in industry must be produced from RES, and at least 60% by 2035. Conditional flexibility mechanisms are also introduced to facilitate compliance.

The Law on RES determines the State management, regulation, supervision and control of activities in the renewable energy sector, as well as designating the energy network operators, renewable energy producers under state regulation, their supervision and control of their relationship with the performing institutions.

In June 2022, Lithuania has adopted the so-called Breakthrough Package. The Breakthrough Package includes the Law on Electricity, the Law on RES, the Law on Environmental Impact Assessment of Planned Economic Activities, the Law on Special Conditions for the Use of Land and the Law on Territorial Planning. The adopted amendments opened opportunities for more ambitious and more rapid development of green energy. For example, they removed requirements to zone territories for wind and solar plants and removed requirements to establish sanitary protection zones for wind turbines setting criteria of distance to buildings instead, removed the restriction for prosumers to install renewable energy power plants with the

capacity of no more than 1 MW. After coming into force of the above package, new public, industrial and commercial, residential buildings have to be planned with the intention to install facilities producing electricity from renewable energy sources. In nonurbanized areas, wind and solar power plants can be installed without changing main land use purpose. In addition to that, according to the above laws it is now possible to develop hybrid power plants – power plants which use different types of renewable energy and connect them to the network at the same connection point. It is also allowed to install more renewable energy capacities than the generation that the transmission network can accept. Furthermore, the above amendments also detailed the procedure and requirements for offshore wind development and included certain other changes.

Newly added Article 13(10) of the Law on RES established that the total installed capacity of PV plants cannot exceed 2 GW. It should be noted that the Law on RES also provided a separate additional 2 GW cap applicable to PV plants of prosumers.

According to Article 13(10), once the 2 GW cap of total installed capacity set for PV plants is reached, the NERC is to inform network operators. From the moment of such notification, network operators cannot issue or sign new preliminary connection conditions, connection conditions, letters of intent. The Government should decide on further development and expansion (beyond 2 GW) of PV plants. On 13 July 2022, the NERC informed network operators that the 2 GW cap for the total installed capacity of PV plants was exceeded and thus new preliminary connection conditions, connection conditions could not be issued, and letters of intent could not be signed. According to the NERC, signed letters of intent indicated that the 2 GW cap was exceeded approximately by another 2 GW. The 2 GW cap is irrelevant for those projects which have already acquired permits for development – these projects could be continued without any additional hindrances.

To tackle the problem of the exceeded 2 GW cap, on 24 October 2022 the NERC adopted a decision regarding the description of the evaluation procedure for applications submitted by individuals for the issuance of permits to develop electricity production capacities by installing solar power plants. The decision established a principle that those developers who initiated signing of a LoI with the network operators first, got a priority to obtain a permit for development over those developers who initiated signing of a LoI after them. This means that all developers who meet necessary requirements (have acquired rights to land plots, have financial capabilities to fulfil the project, etc.) are listed based on the date when they signed a LoI with the network operator. Developers with the earliest signed letters of intent are granted a permit for development. The issuance of permits will be halted when the total installed capacity of already operational PV plants together with the capacity permitted for development reaches the 2 GW cap.

On March 2023 a new procedure for using the grid was prepared by the TSO and addressed the 2 GW quota problem. One of the proposed solutions was that developers would be allowed to exceed the maximum network capabilities in cases when they are transforming already existing renewable energy power plants into hybrid power plants (example of a hybrid power plant: PV plant + wind farm) or are building hybrid power plants from the ground up. It means that if a specific line in the network has reached its full potential of installed capacity, for example due to a connected PV plant of 2 MW, additional 2 MW of wind power and additional 2 MW of energy storage devices can be connected to the same network line and vice versa. However, when connecting more capacity to the specific line than its maximum capacity, additional restrictions may apply – developers must install energy storage devices or agree to reduce the generating capacity (if necessary and by the discretion of the TSO) of the hybrid power plant in order to receive rights to network capacities.

The Breakthrough Package also introduced a new requirement for the project developer, if it plans to build any power plant (including PV plants and energy storage devices) with the estimated permitted generating power of which is at least 50 MW. Such developer must be assessed with respect to compliance of the requirements of national security – it must be ensured that the developer does not pose a threat to the interests of national security.

On 7 February 2025, Lithuania, Latvia and Estonia officially disconnected from the BRELL electricity network, which had linked them to Russia and Belarus electricity systems before. This strategic move marked the completion of efforts of the Baltic states to synchronize with the Continental European power grid. Following this disconnection, the Baltic states operated in an isolated mode for 24 hours, conducting various system resilience tests. By 9 February 2025, Lithuania, Latvia and Estonia successfully completed synchronization with the European grid, integrating into an EU system.

In parallel with the completion of the synchronization project, the Baltic electricity transmission system operators Litgrid (Lithuania), AST (Latvia) and Elering (Estonia) launched a common balancing capacity market in early 2025. This new balancing capacity market ensures the availability of reserve capacity necessary for system balancing and frequency regulation, thereby strengthening the stability and reliability of the Baltic power system. The establishment of this market creates new opportunities for electricity producers, consumers and large-scale battery operators to participate in balancing services, generating additional revenue streams and encouraging further investment in reserve capacity infrastructure. Furthermore, amendments to the Law on Electricity were adopted, providing, among other things, that entities from countries posing a threat to the national security of the Republic of Lithuania shall be prohibited from accessing the software of electricity generation and storage facilities with an installed capacity exceeding 100 kW.

## **Development Projects**

### *Permit to develop power plant parks and grid connection*

In order to start development of power plant parks, the developer must apply for a permit to develop electricity generation capacities (the "**Development Permit**").

The Development Permits are issued by the NERC, provided that the applicant meets the respective prerequisites, e. g., availability to connect the planned power plant to the grid (i.e., obtained preliminary grid connection conditions, received grid reservation, signed letter of intent with the grid operator and security in the form of a bank guarantee in the amount of EUR 50/kW), existence of land use rights, compliance with land use and construction site selection requirements. The developer, depending on the capacity, may be requested to obtain an environmental impact assessment report and public health impact assessment. The preliminary grid connection conditions are received from the grid operator. The grid operators are allowed to refuse connection only when there are technical possibilities for connection to the grid or supply of energy. The grid operators are obliged to interconnect RES installations with priority over other energy sources.

The procedure is simplified depending on the capacity of the power plant park. The Development Permit is not necessary if a person intends to construct or develop the facility with a capacity not exceeding 100 kW to produce electricity for private use (i. e., without electricity supply to the electricity grid).

The Development Permit is valid for 48 months (or 24 months for PV plants when permitted generating capacity is less than 6 MW) with possible extensions in the following circumstances: (i) in case the planned construction works are late due to the actions of the State or a third party or force majeure events for the time period of such hindrance; and (ii) in case the construction permit has been issued (unless a construction permit is not required) and at least 50% of the project development works have been completed, for an extension of 12 months (or 6 months for PV plants when permitted generating capacity is less than 6 MW).

The Breakthrough Package also introduced new types of permits – an energy storage development permit and a permit for generation from energy storage. These permits are required to build energy storage devices, i.e., batteries and store electricity in them. These permits are issued by the NERC. Energy storage development permits are also issued for 36 months. Permits for generation from energy storage are valid indefinitely.

### *Planning rules and authorisations*

The Chief of Defence of the Republic of Lithuania has established certain areas where construction of wind parks (turbines) is prohibited due to national security issues (i.e., due to impact on the air surveillance radars of the Lithuanian Armed Forces) and areas where construction of wind turbines is possible only subject to certain conditions such as height restrictions or payment of compensation to the Lithuanian Armed Forces at the rate of 18 EUR/kW of the planned capacity that is indicated in the Development Permit.

After Breakthrough Package entered into force, construction of wind parks (turbines) no longer require to be established in territorial planning documents and, further, construction of wind parks (turbines) is split into two options: (i) if the wind park (turbines) are planned in areas that are not urbanized (not planned to be urbanized), pursuant to applicable territorial planning documents (general plan of municipal or local level, special plan or detailed plan) – the wind parks (turbines) may be constructed without changing the

purpose of use of the land plots to designed purpose of use<sup>1</sup>, or (ii) if the wind park (turbines) are planned in areas that are urbanized (planned to be urbanized), pursuant to applicable territorial planning documents, the wind parks (turbines) may be constructed only in land plots where purpose of use land plots is changed to *territories of transportation and engineering communications service facilities* and respective changes to applicable territorial planning documents are made (if necessary). If development of a power plant park is based on a general plan, no other territorial planning documents are necessary. However, aforementioned provisions do not change or negate regulations of existing territorial planning documents; therefore, if existing territorial planning documents foresee restrictions or specific areas for wind developments, Breakthrough Package does not overrule these provisions and regulations of territorial planning documents must be followed.

In certain cases, depending on the size, location and potential impact of the power plant project (e.g., the planned territory exceeds 10 km<sup>2</sup>) screening of strategic environmental assessment ("SEA") or environmental impact assessment ("EIA") of the territorial planning documents is required in order to adopt or amend territorial planning documents. As integral part of SEA or EIA, or as a separate study, a noise assessment is usually also required for wind parks.

Full EIA or screening of EIA<sup>2</sup> shall also be conducted before application for a construction permit. Full EIA is necessary if: (i) wind park (turbines) is planned in the territorial sea of the Republic of Lithuania and/or in the exclusive economic zone of the Republic of Lithuania in the Baltic Sea, or (ii) wind park (turbines) is planned on land, when 7 or more wind farms are planned to be built and the distance between the wind farms<sup>3</sup> is 5 km or less. Screening of EIA shall be conducted if (i) it is planned to build 3 or more wind power plants, where height of least one wind turbine is 50 m or more (except where full EIA is required); or (ii) the wind turbine is planned to be built closer than 1 km from the protected area. After the screening of EIA the Environmental Protection Agency determines whether full EIA is required or not. During full EIA procedures, health impact assessment ("HIA") procedures are carried out, where noise, flickering and other parameters of wind turbine operations, that may have negative effect to public health, are calculated.

Developer of the power plant park shall also obtain use rights with regards to the land where the power plant and the related infrastructure (electricity cables, access roads, etc.) are planned to be located (e.g., ownership title, right to build (superficies) or long-term lease (as rights in rem), simple lease, easement, etc.). Further, land plot formation and reformation projects to divide the existing land plots by forming smaller land plots intended for the construction of power plants are usually prepared; and, for land plots designated for construction of transformer substations, by way of land plot formation and reformation project purpose of intended use of the land plot is usually changed to *territories of transportation and engineering communications service facilities*. Regarding the latter, as from 1 November 2024 the legal regulations have changed, deeming that transformer substation, necessary for operation of the wind or solar plant, is deemed as appurtenance of the plant and, if built in the same land plot of as the wind or solar plant, does not require changing the purpose of use of the land plot.

Additionally, after Breakthrough Package entered into force, previously applicable regulations regarding requirement to establish of sanitary protection zones for wind turbines was revoked<sup>4</sup>. However, in turn, pursuant to Law on RES, the developer of the power plant park must inform nearby (distanced within radius of 4 wind turbine tower heights) land and building owners on its intent to construct a wind turbine with more than 30 kW installed power. Notably, the land owners (of land plots located within radius of 1 wind turbine tower height) and building owners<sup>5</sup> (that are located within radius of 4 wind turbine towers height) may refuse the construction of wind turbine; in such event, the wind turbine may only be constructed if agreement with land / building owner is reached and signed, where the land / building owner is compensated accordingly.

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<sup>1</sup> Territories of transportation and engineering communications service facilities.

<sup>2</sup> Simplified procedure of EIA to determine, whether the full EIA procedures are necessary.

<sup>3</sup> Including existing wind turbines, wind turbines planned-to-be-built, and wind turbines under construction, as well as existing, planned-to-be-built, and wind turbines under construction of third parties.

<sup>4</sup> Solar plants and batteries were not subject to establishment of a sanitary protection zone.

<sup>5</sup> As well as land owners that have started designing and construction process of buildings within radius of 4 wind turbine towers height.



Construction design documentation of power plant parks is subject to coordination and approval from number of governmental authorities, such as the Transport Competence Agency, the Chief of Defence of the Republic of Lithuania and the State Border Guard Service.

A construction permit for the construction of power plant park is also required. Such permits are issued by the director of municipal administration. When construction of power plant park and the related infrastructure is completed, the developer must obtain a construction completion act which is to be signed by respective governmental authorities.

#### *Operation of power plant parks*

As a rule, electricity producers, operating power plant parks, are required to hold a permit to generate electricity (the "**Generation Permit**"). Generation Permits are issued by the NERC for indefinite period of time.

In general, the Generation Permit is issued in case: (i) the construction or re-construction works have been finished and comply with the applicable requirements; (ii) the generation installations have been tested and deemed suitable for operation; and (iii) the owner of power plant has undertaken in writing to demolish or deconstruct the generation installations, if the NERC revokes the Generation Permit.

In addition, wind parks are subject to the normative levels established for outdoor noise under the respective hygiene norms. The owner of wind park shall ensure that the noise from its wind parks located in the vicinity of residential and public purpose buildings does not exceed the allowed normative levels and, if needed, apply appropriate noise abatement measures. Monitoring of the impact of wind park operations may also be required (e.g., by examining the potential deaths of birds or bat).

#### **Renewable Energy Support Schemes**

In 2011 the Law on RES introduced fundamentally changed framework for the promotion of energy generation from renewable energy sources. The support scheme was based on fixed price guarantee (i.e., FiT) for certain quotas of specific RES (e.g., wind, solar, etc.) based on electricity generation capacities to be installed, which was allocated under auction procedure. The FiT, declared by the winning bidder, together with other support measures (such as electricity priority dispatch, discount for grid connection costs, release from balancing responsibility, electricity off-take) was guaranteed for the period of 12 years.

On 1 May 2019 the amendments to the Law on RES entered into force and introduced a new revised support scheme which mainly consisted of: (i) a sliding premium payable on top of the electricity market price (i.e., FiP); (ii) electricity priority dispatch; and (iii) release from balancing responsibility in case of generation installations with the capacity of up to 500 kW or certain pilot power plant parks.

On 1 January 2022 the new amendments to the Law on RES entered into force and modified the conditions for release from balancing responsibility. Producers may benefit from the said support scheme, if: (i) installed capacities are up to 400 kW; (ii) installed capacities are up to 200 kW, provided that the Generation Permit is received after 1 January 2026.

#### *Price Premium Support Scheme*

The sliding FiP support scheme has defined new concepts, such as: (i) maximum price – the maximum electricity price set for producers by the NERC that will be taken into consideration when paying funds for electricity produced and supplied into the grid; (ii) reference price – the price of electricity from RES set by the NERC that shall be used to determine the maximum premium and shall be set for a particular auction; (iii) premium to market price for electricity from RES – the producer's additional income for a unit of electricity from RES produced and supplied into the grid.

The premium cannot exceed the difference between the maximum price and the reference price. As it is a sliding premium scheme, the premium's payment depends on market conditions. The full amount of the premium is paid only if the sum of the hourly spot price and the winning premium is lower or equal to the maximum price set by the NERC. A partial amount of the premium is paid at hours when the sum of the spot price and the winning premium is higher than the maximum price set by the NERC. No premium is paid if the spot price is higher than the maximum price. Also, no support is given for electricity produced

in the period of six or more consecutive hours when electricity prices are negative. No premium is paid for electricity generated in excess of the annual support quota amount that was assigned to the producer as a result of the auction.

The new support model aimed to integrate electricity producers that use RES into the market and, thus, such producers are obliged to sell electricity on the market.

#### *Technology Neutral Auctions*

The premium shall be set and the support quota shall be allocated under the technologically neutral auction procedure. The key criteria to determine auction winners is the smallest premium offered to the electricity market price in the Nord Pool exchange that will be paid for the period of 12 years from the day when the Generation Permit is received for a certain annual production amount that is allocated in the auction. The premium is not paid for electricity generated above the annual support amount that was assigned in the auction.

The producers to whom the support scheme applies shall have to ensure that electricity in the amount equal to the support quota amount is supplied to the grid on a three-year average basis during the 12-year support period. Failing to deliver the full amount will result in a financial penalty, subject to an allowed 20% deviation from support quota amount.

The foreign EU producers wishing to participate in an auction and construct power plant in their home states may participate in the auction provided that: (i) there is a direct electricity interconnection between Lithuania and home state of the foreign producer and (ii) there is an agreement concluded between Lithuania and home state of the foreign producer.

Auctions are organised following an auctions schedule approved by the Government of the Republic of Lithuania.

The first auction under the new support scheme was announced by the NERC on 2 September 2019 and ended in January 2020 where support for annual electricity production in the amount of 0.3 TWh was allocated. The Government planned three auctions in each of 2020, 2021 and 2022 with 0.7 TWh of annual production quota to be allocated in each auction, depending on the actual progress of reaching the renewable energy target. In March 2021, the NERC announced that the target quota of 5 TWh for annual renewable energy production has been reached (taking into account capacities installed and/or under development), therefore no further auctions shall be organised under the currently applicable support scheme.

#### *Producing Customers*

Other measures promoting renewable resources are being actively implemented as well. On 1 October 2019 major amendments to the Law on RES concerning producing customers entered into force. These amendments significantly expanded producing customers' operational capabilities by increasing the potential capacity of renewable installations, expanding the total power of the power plants of producing customers and, among others, introducing the concept of remote customer. The remote customer (natural or legal person) may have a power plant and produce electricity in one place and use it in another. The power plants of producing customers may be constructed, installed and operated by other persons authorised to develop electricity generating capacity and to produce electricity.

#### *Guarantees of origin*

For the purposes of demonstrating to final customers the share or quantity of energy from renewable sources in an energy supplier's energy mix and in the energy supplied to consumers under contracts marketed with reference to the consumption of energy from RES, the guarantees of origin can be issued. Upon producer's request guarantees of origin shall be issued for each unit (1 MWh) produced and supplied to the grid electricity from RES.

#### *Trading*

Trade of electricity from RES, produced in power plant parks, in the domestic market is conducted using two methods: (i) trading under bilateral agreements, including power purchase agreements ("**PPA**") with

grid operator or the customer (PPA allows the possibility for the customer to purchase electricity directly from the producer of renewable electricity without a permit to independent electricity supply); and (ii) trading on the electricity exchange.

Since 18 June 2012, wholesale trading on the Lithuanian Electricity Exchange has been administered by Nord Pool AS, an operator of the Nordic and Baltic electricity exchanges. It should be noted that on 31 May 2018 the NERC approved the offer received from the Baltic States transmission operators for operation of more than one electricity exchange operator in the Baltic States. Therefore, it opened the way for Epex Spot (which previously expressed its interest) and other power exchanges to enter the Lithuanian market.

In August 2024, Euronext and Nord Pool AS announced the launch of a dedicated Nordic and Baltic power futures market. This initiative is designed to provide a long-standing, sustainable market infrastructure committed to developing secure power futures trading in the Nordic and Baltic regions, offering trading of cash-settled futures for all maturities on system price and electricity price area differentials (EPAD) across these areas.

In October 2024, the Baltic transmission system operators joined the European platform for trading manually activated balancing reserves (MARI). Participation in this platform offers new opportunities for electricity producers, consumers and large-scale battery operators in the Baltic states to provide balancing services to regional transmission system operators, enhancing the stability and efficiency of the power system.

In December 2024, the Baltic electricity market transitioned to 15-minute trading intervals in the intraday market. This change, implemented by Nord Pool AS in collaboration with the transmission system operators of the three Baltic countries aims to improve market efficiency and better integrate renewable energy sources. The shorter trading intervals allow for more precise alignment between planned production or consumption and real-time system needs, accommodating the variability of solar and wind generation.

### **Offshore wind park development in Lithuania**

Lithuania has announced two offshore wind parks (700 MW each) to be built in the Baltic Sea by 2030. The relevant laws (primary legislation) have been adopted in March 2022. The Government of the Republic of Lithuania has adopted two resolutions in relation to both planned offshore wind parks, detailing the planned locations, the intended installed and permitted generating capacities for both parks.

On 29 March 2023 the NERC adopted the description of the procedure for organizing tenders and issuing permits to use parts of the maritime area for the development and operation of power plants using renewable energy resources. The description covers both planned tenders: the tender to build an offshore wind park with available state support and the tender to build an offshore wind park without the state's support.

On 30 March 2023 the NERC announced the commencement of Lithuania's first offshore wind tender. After the end of the submission of the documents it was announced that 2 tenderers had registered to participate in Lithuania's first offshore wind tender. On 12 October 2023 Ignitis Renewables and Ocean Winds consortium was announced as the winner of this tender. Ignitis Renewables and Ocean Winds consortium has offered to pay the development fee in the amount of EUR 20,000,000.

Lithuania's first offshore wind tender was a subsidy-free tender and participants were required to meet a variety of criteria to be eligible to participate (for example, participants were required to demonstrate financial capability and offshore wind development experience requirements and their commitment to invest in environmental protection and local community support schemes and to fostering the involvement of small and medium enterprises in the project's implementation).

A special purpose vehicle collectively owned by Ignitis Renewables and Ocean Winds was issued with a permit for development and operation of the project, which is valid for 41 years. According to the applicable requirements, the winner will have to obtain a construction permit within three years and a permit for electricity generation within six years following the award of the permit for development and operation.

Tender for Lithuania's second offshore wind park has commenced on 15 January 2024 and was declared void on 22 April 2024 due to lack of participants.

The rules and requirements of Lithuania's second offshore wind tender were similar to the ones of the first tender, with a few notable differences. First, in the second tender participants had a possibility to request state support in the form of a variable premium under a two-way contract for difference for a duration of 15 years. Second, deadlines for the project's implementation were longer. According to the rules for the second tender, the winner thereof had to obtain a construction permit within four years (instead of three years provided for the first tender) and a permit for electricity generation within eight years (instead of six years provided for the first tender) after obtaining the permit for development and operation.

However, despite the fact that the rules for the second tender could have been considered more favourable to the potential developers (available state support, longer terms for implementation of the project), it did not help to attract the required number of participants.

Following the unsuccessful initial launch of the second tender, certain legal requirements were amended to make the tender more attractive for potential participants.

First, the deadline for registration and submission of the documents was extended. The registration of the participants will last 120 calendar days (instead of 90), giving potential participants more time to enter the second tender.

Second, the requirement to have at least two participants has been waived. The new rules allow the tender to continue even if only one participant registers.

Third, indexation of the contract for difference strike price was introduced. If the winning participant opts for state support via the contract for difference scheme, the contract for difference strike price will be recalculated annually, by taking into account the annual inflation. The annual inflation rate would be applied to the difference between the strike price and the market price, providing stability and price certainty for the project.

Fourth, indexation of the development fee was introduced. Similar to the transaction price, the development fee, payable over five years (if proposed by the participant), will also be indexed annually to maintain its value against inflation.

Fifth, a requirement for a minimum development fee was introduced. A minimum development fee of at least EUR 5,000,000 is now required for projects where no state support is requested.

On 18 November 2024 the second tender was relaunched. It was scheduled that the process for submission of tender documents and registration of the participants will run until 4 March 2025. However, on 29 January 2025 the new Government of the Republic of Lithuania has suspended the second tender in order to re-evaluate its conditions.

On 13 March 2025 the Ministry of Energy of the Republic of Lithuania has published the proposed changes to the rules of the suspended second tender. The main changes (proposals) include:

- decreased duration of 90 calendar days (instead of 120) for the registration of tender participants;
- indexation of the transaction price only until the generation permit is obtained, but in any case no longer than for 8 years after the announcement of the winner of the tender. Inflation coefficient, used for the indexation, cannot exceed 2%;
- the proposed development fee cannot be indexed by more than 2% each year;
- when proposing a development fee, the tenderers are no longer required to bid at least EUR 5,000,000. The requirement to increase the development fee by not less than EUR 5,000,000 was also lifted;
- if only one bidder, which requested state support, participates in the tender, then a negotiation process is initiated. If the negotiation committee cannot reach the agreement with such a potential winner of the tender on the conditions for the further development of the project, the potential winner of the tender cannot be declared as the winner thereof;
- the tender is terminated if the potential winner of the tender and the negotiation committee do not reach an agreement;
- specific rules for the use of land and maritime territory no longer have to be adopted;
- abandoned the principle that the electricity generated in offshore wind parks has a priority to be supplied into the network compared to the onshore wind farms and solar plants;

- the support to the local communities in the form of 1 EUR/MWh will be allocated among 5 municipalities: Klaipėda Municipality, Klaipėda District Municipality, Neringa Municipality, Palanga Municipality, Kretinga District Municipality.

On 15 May 2025 the Parliament of the Republic of Lithuania adopted changes to the Law on Energy from Renewable Sources regarding the rules of the suspended second tender. The amendments include the following changes:

- abandoned the principle that electricity generated in the second offshore wind farm would have a priority to be supplied into the network compared to the onshore wind farms and solar plants;
- decreased duration of 90 calendar days (instead of 120) for the registration of tender participants;
- at least 2 participants must be registered to participate in the tender – otherwise the tender is deemed void;
- at least 2 participants must be included in the list of tenderers (i.e., the participants must meet the established requirements and have submitted all necessary documents) – otherwise the tender is deemed void;
- indexation of the transaction price only until the generation permit is obtained, but in any case no longer than for 8 years after the announcement of the winner of the tender. Inflation coefficient, used for the indexation, cannot exceed 2%;
- when proposing a development fee, the tenderers are no longer required to bid at least EUR 5 million. The requirement to increase the development fee by not less than EUR 5 million was also lifted;
- within 6 months after the payment of the subsidies to the developer has ended, the National Energy Regulatory Council evaluates the subsidy received by the developer and the benefit (in monetary value) received by the developer from the offshore wind farm. If the subsidies received by the developer exceed the benefits (in monetary value) generated by the developer, then the Ministry of Energy is informed about this situation. Within 18 months from the receipt information from the National Energy Regulatory Council, the Ministry of Energy shall submit proposal to the Government regarding the methods and procedures on how the consumers must be compensated for the difference between the subsidies received by the developer and his generated benefits. The Government shall adopt relevant decision regarding the methods and procedures for the compensation to the consumers;
- the winner of the tender must, within 4 months after being announced as the winner, submit a request to issue permit for development and operation;
- new obligation for the developer – the developer must sign a connection service agreement with the transmission system operator within 4 years after receiving the permit for development and operation;
- the developer must, for the activities related to the permit for development and operation, use the ports of Lithuania when it is economically feasible and the port can provide necessary infrastructure and services;
- the developer has a right to pay the development fee in one instalment and not only proportionally over a period of 5 years. The development fee is recalculated and indexed annually (if it was not paid off already) – the inflation coefficient used for the indexation cannot exceed 2%;
- in addition to paying penalty for delays in obtaining the construction permit (0.0342 Eur/kW \* days of delay), the developer is also obliged to pay an equivalent penalty for delays in signing the connection service agreement with the transmission system operator;
- the need for funds for services in the public interest (paid by the consumers) shall be reduced, in accordance with the procedure established by the Government, by the amount of corporate income tax paid by the winner of the tender for electricity sold in the previous calendar year, to which the incentive measure was applied.

On 9 June 2025 the National Energy Regulatory Council has announced that the previously suspended second tender is renewed. The key conditions related to the relaunch of the tender:

- the registration of tender participants lasts until 8 September 2025;
- the lowest installed capacity is 700 MW and the maximum permitted generating capacity is 700 MW;
- the subsidy (if received) will last for 15 years;
- the highest transaction price is 125.74 EUR/MWh and the lowest transaction price is 75.45 EUR/MWh;

- the questions regarding the tender rules can be submitted from 10 June 2025 until 25 August 2025;
- the winner of the tender is expected to be known in mid December 2025.

## **Regulations applicable in Poland**

### **Renewable Energy Support Scheme**

The Act on Renewable Energy Sources of 20 February 2015 (the "Act on RES") constitutes a central legislative act from the perspective of development of renewable energy sources market in Poland. Together with the Act of 10 April 1997 – Energy Law (the "Polish Energy Law") and numerous pieces of secondary legislation, it creates a legal framework for the implementation and operation of renewable energy projects.

In order to stimulate the growth of the RES market, the Act on RES introduced fundamental modifications to the existing RES support system and created a new auction-based CfD-like scheme (the "Auction Scheme"). The Auction Scheme is the basic and target support system for RES installations with a capacity equal to or exceeding 500 kW. It provides support for those projects that are successful at auction. The support takes the form of a premium on top of the market price of electricity (a quasi-contract for difference model), payable to a project owner, provided that, in the coming years, the market price of electricity is below the successful bidding price submitted in the auction (and subject to certain limitations and conditions regulating the Auction Scheme).

Under the auction-based scheme, the support is provided only for RES projects that are successful in competitive auctions, which are organised by the President of the Energy Regulatory Office (the "ERO") at least once a year, in an electronic form, via an Internet auction platform.

RES auctions are conducted separately for:

- (i) Installations falling within one of five "technological baskets";
- (ii) large (>1 MW of installed capacity) and small ( $\leq$  1 MW of installed capacity) RES installations.

During a RES auction, a RES producer submits a bid, offering to sell electricity from the relevant RES installation at a certain price (the "Auction Price"). The support is granted to the lowest bidders (until the quantity or the value of the electricity set for the given auction is exhausted) and to the bidders whose bid(s) (jointly) do(es) not exceed the 80% per cent cap (i.e., 80 per cent of the volume of the energy covered by all the bids submitted for the auction).

In its bid, each producer must state, among other things, the specific RES installation, the Auction Price, and the quantity of electricity it plans to sell under the Auction Scheme in subsequent calendar years for the period of support. The Auction Price may not exceed the technology specific reference price, i.e., the maximum price in PLN per MWh, determined annually by the Minister of Climate and Environment.

Producers of electricity from RES installations with an installed capacity of 500 kW or more that are successful at auction are free to sell the electricity on the market and, additionally, as a result of the successful auction, are entitled to cover a so-called "negative balance" in settlements with the State-owned entity responsible for carrying out settlements of negative balances, i.e., the RES Settlements Operator.

A "negative balance" is calculated as the difference between: (i) the net value of the sales of electricity generated in the RES installation and sold in the relevant month, less VAT, calculated as specified in the Act on RES; and (ii) the value of that electricity determined on the basis of the indexed adjusted price, i.e., the Auction Price minus the value of the investment aid received (if any). It might also be the case that the difference between those values is positive. In such cases (where the balance is positive in the relevant month), it should be offset against any future negative balance. Such settlements of the positive balance must be carried out by the end of each 3-year period. If the positive balance is not settled by the end of each 3-year period, it must be returned to the RES Settlements Operator within six months after the end of the 3-year period.

Producers of electricity from RES installation that have won the RES auction are required to produce and sell at least 85% of the electricity declared in the RES auction, which is tested in three-year intervals with the first testing date taking place after three full years of the support in the form of the CfD.

The Act on RES does not provide for any minimum statutory period of support under the auction-based scheme. However, it provides for a maximum period of support, amounting to a period of 15 years from the first sale of electricity after won auction, provided that period does not extend beyond 30 June 2047. The RES auctions will be held in Poland until 31 December 2027.

## Development Projects

### (a) General remarks

Under Polish law, the development, construction, and operation of a PV farm requires several administrative decisions issued at different stages of the project life cycle. In principle, a typical project should obtain at least the following permits: (i) an environmental decision; (ii) a zoning permit (or zoning plan); (iii) a building permit; and (iv) an occupancy permit (or notification about the completion of the construction works). Depending on specific conditions, other project permits such as water, archaeological or road permits might also be required. Additional, stringent regulations are applicable to the development of onshore wind projects.

### (b) Environmental decisions

The environmental decision contains an analysis of the impact of the planned RES installation on the environment and sets out the conditions that the investor should meet in order to protect it. The decision provides for requirements to be followed in the zoning decision and construction design. It may also include conditions for the construction phase and for operation phase. A decision is required for any planned: (i) investments that will have a significant impact on the environment; or (ii) investments that may potentially have a significant impact on the environment. In those cases, the authority conducting the proceedings is obliged to assess the impact of the project on the environment. The PV farms of development area less than 2 ha are generally exempted from having to obtain the environmental decision. Detailed rules on the issuance of environmental decisions are included in the Act on Providing Information on the Environment and its Protection, Public Participation in Environmental Protection and Environmental Impact Assessments, and in the secondary legislation. A list of types of projects that may significantly affect the environment is set out in the secondary legislation adopted by the Council of Ministers.

While proceeding the environmental impact assessment, the body conducting the administrative proceedings may decide that the environmental impact report is required. In such cases, the applicant is obliged to file a report the scope of which is determined by the authority.

### (c) Zoning requirements

Under Polish law, the permitted use of land allocated for any planned project is provided for in a local zoning plan (which is adopted for a given territory in the form of a resolution of local authorities). This is especially important for wind farms, that are not allowed to be located outside of areas covered by local zoning plan. In case of PV plants, the absence of such local zoning plan in force for the area where the planned project is to be located requires the development of the project to obtain a location permit issued in the form of an administrative decision. There are two types of location permits: (i) a "regular" planning permit (in Polish: *decyzja o warunkach zabudowy*), and (ii) a public purpose investment decision (in Polish: *decyzja o lokalizacji inwestycji celu publicznego*), which can only be issued in the case of developments which qualify as investments for a "public purpose" (a legally defined term in Polish law which does not explicitly refer to renewable energy sources, though these decisions in some cases are issued for PV plants). Detailed zoning regulations are included in the Act of 27 March 2003 on Planning and Spatial Development, as well as in relevant secondary legislation.

The spatial planning reform adopted in 2023 introduced general plans (in Polish: *plany ogólne*) as a new comprehensive planning tool, set to replace existing local zoning plans by 30 June 2026. Zoning decisions will only be issued if a general plan is in place. Any zoning decisions issued after 30 June 2026, will have a validity period of five years.

### (d) Building permits

Under Polish construction law, the construction and commissioning of a RES installation require, as a rule, a building permit. In principle, the building permit is issued for the whole construction undertaking, i.e., in

the case of a PV installation it covers all the PV panels as well as ancillary infrastructure (such as a transformer station, cable lines required to connect the PV plant or access roads). Lastly, there is an obligation to issue a permit for use – a decision permitting the operating of a RES installation. In some cases, only a notification of the end of construction work is needed instead of permit to use.

(e) Title to site

For the purpose of location of the PV and onshore wind farms in Poland, the most commonly used legal title to land is a land lease (in Polish: *dzierżawa*) which is considered to be a market standard. The developer can however evidence other title than land lease, such as ownership or usufruct.

In general, the land lease agreement can be concluded for indefinite period of time or for definite period of time. Market-standard agreements are usually concluded for 30 years, which is also the maximum allowed term of the land lease agreement, after lapse of which it is deemed to be an agreement for indefinite period of time with a possibility of termination with statutory (or contractual) notice periods.

Most RES projects are located on agricultural lands in Poland. According to the provisions of the Act on the Shaping of the Agrarian System, any new owner of land classified as agricultural is obligated to run their family farm on the land for a period of five years. Additionally, the owner is prohibited from transferring or handing over the property (including the land lease) during this period. Leasing such property within the five-year period is only permitted if the owner obtains a decision issued by the Director of the National Support Centre for Agriculture (in Polish: *Krajowy Ośrodek Wsparcia Rolnictwa*).

The transfer of ownership of agricultural land is governed by the Act on the Shaping of the Agrarian System, which grants the National Support Centre for Agriculture pre-emption rights in the event of any sale of arable land. If the lessor proceeds to sell the agricultural parcel on which the project is located, the National Support Centre for Agriculture could acquire the property.

(f) Connection to the grid

Under Polish Energy Law, all energy grid operators, subject to certain limitations, are obliged to connect to the grid, under equal treatment rules, any entity applying for connection that meets the statutory requirements. The energy grid operators are allowed to refuse connection only when there are no economic or technical conditions for connection to the grid or supply of energy. The grid operators are obliged by law to interconnect RES installations with priority over other energy sources.

The grid connection process involves two stages. Initially, the producer requests the grid connection conditions which primarily address technical matters and outline the responsibilities of both parties to facilitate the connection and submits an advance payment for grid connection fee in the amount of PLN 30 per kW. Subsequently, the parties finalize a grid connection agreement that specifies all obligations, particularly regarding the payment of the connection fee and the deadlines for completing the connection.

As a general rule, producers are responsible for the full cost of their connection, based on the actual connection expenses (excluding grid development and modernization costs). Grid usage tariffs are set by the grid operators and must be approved by the President of the ERO.

In October 2023, new regulations allowing different RES projects to share a grid connection came into force. Cable pooling enables multiple renewable electricity generation sources to connect at a single grid point, optimizing grid use and capacity. The regulations require one grid connection agreement for all installations within the cable pooling system, with separate metering for each. Producers are jointly and severally liable to the grid operator for any issues.

On 24 March 2025, a new government proposal to amend the Polish Energy Law was published, introducing several significant changes to the current regulatory framework for grid connection. The amendment aims to, among others, (i) double the amount of the advance payment to PLN 60 per kW, (ii) shorten the validity period of grid connection conditions from two years to one year, and (iii) introduce auctions for grid capacity, favouring producers who offer the highest price for 1 MW of connection capacity.

(g) Amendment of 10H localisation rule for onshore wind farms



The Act of 20 May 2016 on Investments in Onshore Wind Farms provides for rules on siting onshore wind farms. Local governments designate the location of the onshore wind farms as part of the zoning plan and set minimum distances of 700 m. It is possible to designate the location of a wind power plant exclusively on the basis of a local zoning plan.

Currently, a new amendment to the Act of 20 May 2016 on Investments in Onshore Wind Farms is being processed by the Polish parliament. This amendment proposes a liberalization that sets the minimum distance of onshore wind farms from residential buildings at 500 meters. This change aligns with market expectations and is anticipated to significantly boost the development of onshore wind farms in Poland.

#### Operational assets

##### (a) Electricity generation license

As a general rule, a RES producer that intends to produce and trade in electricity (to commence selling) from RES must apply to the President of the ERO for a generation license. Obtaining a generation license is the last stage of the development phase of a project (in practice, it is possible to obtain a license to carry out business activity in the form of generation of electricity only after an occupancy permit or similar authorization for the project has been issued and has become final). Alternatively, in case of RES installations with capacity less than 1 MW, a simplified procedure is applicable. Instead of the generation license, it is required to enter the register of electricity producers in a small installation maintained by the President of the ERO.

##### (b) Environmental matters

The environmental decision issued for a RES project may, depending on specific conditions, impose certain additional requirements to be met when operating the installation. Such requirements usually aim at limiting the impact of the operation of the project on the environment. They may also specifically relate to the decommissioning of the plant. Issues related to any potential emissions or waste generation and disposal are regulated in particular in the Act on Waste and the Environmental Protection Law. In some specific cases, construction and/or operation of a RES project may also require a water permit.

## TAXATION

*The following is a general description of certain Lithuanian tax considerations relating to the Notes. It is not exhaustive and does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in that country or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This overview is based upon the law as in effect on the date of this Base Prospectus. It does not take into account any developments or amendments thereof after that date, whether or not such developments or amendments have retroactive effect. However, the amendments on relevant tax matters that have been formally approved to date and are scheduled to enter into force on 1 January 2026 are also included for reference. It is anticipated that a further review of the newly adopted legislation will take place during the autumn session of the Parliament of the Republic of Lithuania.*

### **The Republic of Lithuania Taxation**

The information contained within this section is limited to Lithuanian withholding and income tax consequences of ownership and disposition of the Notes and prospective purchasers of Notes are advised to consult their own tax advisers concerning the overall Lithuanian tax consequences of the ownership and disposition of Notes.

A “**resident individual**” means an individual whose permanent place of residence is in the Republic of Lithuania, or whose personal, social or economic interests are located in the Republic of Lithuania or who is present in the Republic of Lithuania continuously or intermittently for at least 183 days in the relevant tax period or at least 280 days in two consecutive tax periods and at least 90 days in one of these tax periods, and a “**resident entity**” means an entity which is legally established in the Republic of Lithuania, a collective investment undertaking established in the Republic of Lithuania without legal personality status, as well as a Lithuanian hybrid entity. A “**non-resident individual**” means an individual whose permanent place of residence is outside the Republic of Lithuania, whose personal, social or economic interests are located outside the Republic of Lithuania and who is present in the Republic of Lithuania for less than 183 days in the relevant tax period and less than 280 days in two consecutive tax periods or who is present in the Republic of Lithuania for at least 280 days in two consecutive tax periods, but less than 90 days in one of these tax periods, and a “**non-resident entity**” means an entity which is legally established or otherwise organised outside the Republic of Lithuania, as well as any other taxable entity established, incorporated or otherwise organised abroad, including collective investment undertakings.

Taxation of interest income and capital gains earned by non-resident entities acting through a permanent establishment in the Republic of Lithuania is the same as that of resident entities defined above, therefore, it is not separately outlined in the further sections of this Base Prospectus. For relevant details on the taxation of Lithuanian permanent establishments as Noteholders, please refer to the taxation of resident entities. Taxation of non-resident individuals acting through a fixed base in the Republic of Lithuania is the same as that of resident individuals defined above, if such a non-resident individual earns interest income performing activity through a fixed base in the Republic of Lithuania.

### ***Withholding Tax, Income Tax***

#### *Taxation of interest*

#### Payments to individuals

Payments in respect of interest on the Notes (including, to the extent applicable, the positive difference between the redemption price and the issue price of the Notes) to a resident or non-resident individual on a permanent basis will be subject to personal income tax at progressive tax rates of (i) 15 per cent., in respect of income (excluding income from employment, self-employment, dividends, remuneration of board members and certain other types of income) received by an individual during a calendar year does not exceed the sum of 120 Lithuanian gross average salaries, which shall be determined on the basis of the gross average monthly salary set forth by Law on Approval of the State Social Funds Budgets Indicators for the relevant year (in 2025, the threshold amount would be EUR 253,065) and (ii) 20 per cent., which is applied to any income (excluding income from employment, self-employment, dividends, remuneration of

board members and certain other types of income) received by an individual during the calendar year, exceeding the aforementioned threshold. When calculating the threshold, the following Lithuanian-sourced income is taken into account: interest, royalties, income from sports and entertainment activities, capital gains and income from the rent from real estate located in the Republic of Lithuania and capital gains from movable property registerable in the Republic of Lithuania.

Part of the total amount of interest (including interest on the Notes) received during the calendar year up to the amount of EUR 500 is exempt from the personal income tax. The tax exemption will not apply to the interest received from entities established in a tax haven or from individuals whose permanent place of residence is in a tax haven, or interest received through the investment account.

From 2025, interest income received by a resident individual through an investment account (an account reported to the tax authorities meeting specified requirements of the law) from qualifying financial products is subject to taxation under specific conditions. Taxable income withdrawn from an investment account is taxed with personal income tax if such income is not used for specific purposes such as purchasing qualifying financial products, transferring to another investment account, or covering related expenses. The investment account regime does not apply to interest income from the listed Notes if the resident individual or his/her related person holds more than 10 per cent. of the shares or voting rights of the Issuer, also for unlisted financial products.

The personal income tax is to be paid by the resident individual himself/herself. When interest is earned by a non-resident individual, the Issuer, as a Lithuanian interest-paying entity, will withhold 15 per cent. personal income tax and if it turns out at the end of the year that a part of the amount was subject to 20 per cent. rate, the non-resident individual is to pay the difference himself/herself.

Separate double taxation treaties with the Republic of Lithuania can provide for a lower tax rate for non-resident individuals.

#### Payments to entities

Payments in respect of interest on the Notes (including, to the extent applicable, the positive difference between the redemption price and the issue price of the Notes):

- (i) to a resident entity will be included into calculation of its taxable profit. Taxable profit will be subject to 16 per cent. corporate income tax (6 per cent. for small-sized entities or an incentive rate applicable to the Noteholder). Banks and credit unions, including central credit unions and branches of foreign banks in the Republic of Lithuania, shall pay an additional 5 per cent. corporate income tax on taxable profits (subject to special calculation rules) exceeding EUR 2 million. Banks and central credit unions' financial groups established and operating in the Republic of Lithuania, including branches of foreign banks in the Republic of Lithuania, for the period from 16 May 2023 until 31 December 2025 shall pay an additional 60 per cent. temporary solidarity contribution on the net interest income (subject to special calculation rules) exceeding by 50 per cent. the average amount of net interest income during years 2018-2021 for the year 2023 and years 2019-2022 for the years 2024 and 2025 (conditions apply).
- (ii) to a non-resident entity, which is registered or otherwise organised in a state of the European Economic Area or in a state with which the Republic of Lithuania has concluded and brought into effect a double tax treaty, will not be subject to withholding tax in the Republic of Lithuania.
- (iii) to a non-resident entity other than those listed above will be subject to 10 per cent. withholding tax.

If the Issuer as an interest-paying person is unable to identify the Noteholder and determine such Noteholder's eligibility for a lower tax rate or exemption from withholding tax, payments of interest in respect of the Notes (including, to the extent applicable, the positive difference between the redemption price and the issue price of the Notes) to any such Noteholder will be subject to 15 per cent. personal income tax to be withheld and paid to the budget of the Republic of Lithuania by the Issuer.

## *Taxation on Disposition of Notes*

### Payments to individuals

Capital gains (i.e. the difference between the sale price and acquisition costs) on disposal of the Notes received by a resident individual will be subject to progressive tax rates of (i) 15 per cent., in respect of income (excluding income from employment, self-employment, dividends, remuneration of board members and certain other types of income) received by a resident individual during the calendar year does not exceed the sum of 120 Lithuanian gross average salaries, which is determined on the basis of the gross average monthly salary as set forth in the Law on Approval of the State Social Funds Budgets Indicators for the relevant year (in 2025, the threshold amount would be EUR 253,065) and (ii) 20 per cent., which is applied to any income (excluding income from employment, self-employment, dividends, remuneration of board members and certain other types of income) received by a resident individual during the calendar year, exceeding the aforementioned threshold.

Part of the capital gains received from the sale of securities (including the Notes) during the calendar year up to the amount of EUR 500 is exempt from personal income tax. The tax exemption will not apply if the sale proceeds are received from entities established in a tax haven or from individuals whose permanent place of residence is in a tax haven, or through an investment account.

From 2025, capital gains on disposal of listed Notes received by a resident individual through an investment account (an account reported to the tax authorities meeting specified requirements of the law) is subject to taxation under specific conditions. Taxable income withdrawn from an investment account is taxed with personal income tax if such income is not used for specific purposes such as purchasing qualifying financial products, transferring to another investment account, or covering related expenses. The investment account regime does not apply to interest income from the listed Notes if the resident individual or his/her related person holds more than 10 per cent. of the shares or voting rights of the Issuer, also for unlisted financial products.

The disposition of Notes by non-resident individuals will not be subject to any Lithuanian income or capital gains tax.

### Payments to entities

Capital gains (i.e. the difference between the sale price and acquisition costs) on disposal of the Notes received by a resident entity will be included into calculation of its taxable profit. Taxable profit will be subject to 16 per cent. corporate income tax (6 percent. for small-sized entities or an incentive rate applicable to the Noteholder). Banks and credit unions, including central credit unions and branches of foreign banks in the Republic of Lithuania shall pay additional 5 per cent. corporate income tax on taxable profits (subject to special calculation rules) exceeding EUR 2 million.

The disposition of Notes by a non-resident entity will not be subject to any Lithuanian income or capital gains tax.

### ***The taxation rules are expected to come into effect as of 1 January 2026***

#### For individuals

According to the newly adopted version of the Law on Personal Income Tax, which will come into force on 1 January 2026, the annual portion of income not derived from employment or equivalent relationships (excluding income from individual activities, royalties, or remuneration for activities performed as a member of a supervisory board, management board, or loan committee received in lieu of or in addition to royalties; income received under copyright agreements from a person related to the taxpayer through employment or equivalent relationships; income received under civil (service) agreements for managerial activities by managers of small partnerships who, under the Law on Small Partnerships of the Republic of Lithuania, are not members of such partnerships; non-individual activity income derived from the sale or other transfer of ownership of waste; and also exceptional income subject to a fixed 15 per cent. personal income tax rate), not exceeding an amount equal to 12 times the average national gross monthly earnings (used for calculating the state social insurance contribution base for the respective year for insured persons) (in 2026, the threshold amount would be EUR 27,654), shall be taxed at a personal income tax rate of 15

per cent.

The annual portion of income not exceeding 36 times the average national gross monthly earnings (used for calculating the state social insurance contribution base for the respective year for insured persons) (in 2026, the threshold amount would be EUR 82,962) shall be taxed at a rate of 20 per cent.

The annual portion of income exceeding 36 times but not exceeding 60 times the average national gross monthly earnings (used for calculating the state social insurance contribution base for the respective year for insured persons) (in 2026, the threshold amount would be from EUR 82,962 to EUR 138,270) shall be taxed at a rate of 25 per cent.

The annual portion of income exceeding 60 times the average national gross monthly earnings (used for calculating the state social insurance contribution base for the respective year for insured persons) (in 2026, the threshold amount would be EUR 138,270) shall be taxed at a rate of 32 per cent.

This taxation regime is intended to apply to interest income not received via an Investment Account. Income derived through an Investment Account would be subject to a fixed 15 per cent. personal income tax rate, irrespective of the amount.

For entities

Currently, the standard corporate income tax rate of 16 per cent and the reduced rate of 6 per cent will be increased by 1 percentage point from 1 January 2026, to 17 per cent and 7 per cent, respectively. For small businesses, the period during which newly registered companies can benefit from a 0 per cent corporate income tax rate on their profits will be extended from 1 to 2 years, thereby creating more favorable conditions for business growth and expansion.

Furthermore, amendments to this law will eliminate the requirement of having 10 employees to qualify for the reduced corporate income tax rate; it will suffice that the taxable period's revenue does not exceed EUR 300,000.

Limits on the deductible amounts of tax losses will be standardized — in cases of loss transfer between companies within a corporate group, the 70 per cent limit of taxable income will apply, consistent with the rules for individually operating companies in Lithuania.

### ***Registration and Stamp Duty***

Transfers of Notes will not be subject to any registration or stamp duty in the Republic of Lithuania.

### **FATCA**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. Number of jurisdictions (including the Republic of Lithuania) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the publication of the final regulations defining "foreign passthru payments". Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

## SUBSCRIPTION AND SALE

**By subscribing the Notes, each Investor confirms having read this Base Prospectus, including Terms and Conditions, Final Terms and documents which are incorporated by reference to this Base Prospectus and form an integral part hereof, including any future financial information (please see Section “Information Incorporated by Reference”), having accepted the terms and conditions set out in the Base Prospectus and having made the subscription according to the terms herein.**

**Subscription of Notes for Retail Investors (“Retail Client”), as such investor (client) is defined in Directive 2014/65/EU**

### *General structure of the Offering*

The Offering shall be structured in the following order:

- (i) the subscription of the Notes will be organized through Nasdaq Vilnius, and the Subscription Orders shall be submitted by the Investors through the Dealer or other Nasdaq exchange members (the “Exchange Members”);
- (ii) the Issue Price shall be paid by the Investors according to the order described further in this Base Prospectus and in the Final Terms;
- (iii) based on the decision of the Issuer, the Notes shall be allocated to the Investors;
- (iv) the Notes shall be registered with Nasdaq CSD and distributed to the Investors.

### *Cancellation of the Offering*

The Issuer, at its own discretion, may cancel the primary distribution of the Notes at any time prior to the relevant Issue Date without disclosing any reason for doing so. In such event, Subscription Orders for the Notes that have been made will be disregarded, and any payments made in respect of the submitted Subscription Orders will be returned without interest or any other compensation to the Investors.

### *Subscription procedure; invalidity of the Subscription Orders*

In order to subscribe for the Notes, the Investor must have a Securities Account with the Exchange Member and fill in a Subscription Order form provided by the Exchange Member during the Offering Period only in order for the Exchange Member to enter a buy order in Nasdaq’s Vilnius trading system. The list of Exchange Members is available on the website <https://nasdaqbaltic.com/statistics/en/members>. The Subscription Orders shall be submitted by means accepted and used by the respective Exchange Members (e.g., physically, via the internet banking system and/or by any other available means). The Investor may submit multiple subscriptions which shall be merged for the purposes of allocation. The Offering Period will be indicated in the Final Terms.

By submitting a Subscription Order to the Exchange Member, each Investor (besides other acknowledgments and undertakings provided in the Base Prospectus):

- (i) shall authorize and instruct the Exchange Member through which the Subscription Order is submitted to arrange the settlement of the subscription on its/his/her behalf (taking such steps as are legally required to do so) and to forward the necessary information to the extent necessary for the completion of the subscription;
- (ii) shall ensure that when submitting a Subscription Order there are sufficient funds on the cash account connected to their Securities Account to cover the amount subscribed (i.e., the Issue Price multiplied by the amount of the Notes subscribed);
- (iii) shall authorize and instruct the Exchange Member through which the Subscription Order is submitted to block the whole Subscription amount on the Investor’s cash account connected to their Securities Account until the allotment of Notes pursuant to this Base Prospectus and registration with the Nasdaq CSD is completed on the Issue Date;
- (iv) shall authorize the Exchange Member, Issuer and Nasdaq Vilnius to process, forward and exchange their personal data and information in the Subscription Order in order to participate in the Offering, to accept or reject the Subscription Order and comply with the Base Prospectus and fulfil the Issuer’s obligations under the Base Prospectus;
- (v) shall acknowledge that the Offering does not constitute an offer (in Lithuanian: *oferta*) of the Notes by the Issuer in legal terms, and that the submission of a Subscription Order does not constitute the acceptance of an offer, and therefore does not in itself entitle the Investor to acquire the Notes, nor

results in a contract for the sale of the Notes between the Issuer and the Investor, unless the Notes are allotted to the Investor pursuant this Base Prospectus and the Notes are registered with the Nasdaq CSD on the Issue Date;

- (vi) shall confirm that they have got familiarized with this Base Prospectus, the Terms and Conditions, as well as the Final Terms and agree to their content.

The Subscription Order shall not be considered valid and shall not be processed in the following cases:

- (i) the purchase amount indicated in the Subscription Order is less than the Minimum Investment Amount (if any indicated in the Final Terms); and/or
- (ii) the Subscription Order was received after the Offering Period; and/or
- (iii) the Issuer and/or the Dealer (if any) rejects the Subscription Order due to any other reasons (e.g., oversubscription, violation of legal acts governing anti-money laundering prevention and/or sanctions, etc.).

The Exchange Members acting in accordance with internal rules and applicable laws shall inform the Investors on rejection of their provided Subscription Orders.

An Investor shall bear all costs and fees charged by the respective account operator or a custodian accepting the Subscription Order in connection with the submission, cancellation or amendment of a Subscription Order.

#### ***Change and Withdrawal of the Subscription Orders***

The Subscription Order may be amended, cancelled or withdrawn and new Subscription Order may be placed at any time until the end of the Offering Period. The Investor wishing to amend, cancel or withdraw their placed Subscription Order shall submit a written statement on the subscription cancellation to the entity through which the Subscription Order has been submitted. This may result in costs and fees charged by the intermediary through which the Subscription Order is submitted.

#### ***Payment for the Notes***

By submitting a Subscription Order, each Investor authorises and instructs the Dealer or Exchange Member through which the Subscription Order is submitted to immediately block the whole subscription amount on the Investor's cash account connected to their Securities Account until the settlement is completed or funds are released in accordance with the Terms and Conditions.

#### ***Allotment of the Notes***

After expiry of the relevant Offering Period, the Company shall decide which Investors shall be allotted with the Notes and to what amount, and which Investors shall not be allotted with the Notes. The Notes will be allocated to the Investors participating in the Offering at the discretion of the Issuer or in accordance with other principles specified in the Final Terms.

By placing a Subscription Order the Investor shall be considered as have consented to being allotted a lower number of Notes than the number specified in such Investor's Subscription Order, or to not being allotted any Notes at all, pursuant to this Base Prospectus.

#### ***Return of funds to Investors***

If the Offering or a part thereof is cancelled, or if the Investor has not been allotted any Notes, or allotted a lower number of Notes than the number specified in such Investor's Subscription Order, or the Subscription Order has been cancelled or rejected, the funds blocked on the Investor's cash account, or the excess part thereof (the amount in excess of payment for the allocated Notes), will be released by the respective Exchange Member and pursuant to its agreement with the investor.

Regardless of the reason for which funds are released, neither the Issuer, nor the Dealer shall be responsible for any relationships between the Investor and Exchange Member in connection with any operations happening on the cash account connected to the Investors' Securities Account.

#### ***Settlement***

The Notes allocated to the Investors will be transferred to their Securities Accounts on or about the Settlement Date provided in the Final Terms through the “delivery versus payment” (DVP) method, meaning that the settlement procedure is carried out by Nasdaq CSD and Exchange Members on the Issue Date and title to the Notes purchased in the subscription process is obtained upon Notes transfer to respective Securities Account which is done simultaneously with making the cash payment for the purchased Notes. The title to the Notes will pass to the relevant Investors when the Notes are recorded to their Securities Accounts. If an Investor has submitted several Subscription Orders through several Securities Accounts, the Notes allocated to such Investor will be transferred to all such Securities Accounts proportionally to the number of the Notes indicated in the Subscription Orders submitted for each account, rounded up or down as necessary.

**Subscription of Notes for Institutional and Professional investors (“Professional Client”), as such investor (client) is defined in Directive 2014/65/EU**

Placement of the Notes shall be done through the Dealer of other Exchange Members. The Investors wishing to subscribe the Notes shall submit their orders as instructed by the respective Exchange Members. Orders by the same legal entity or person will be aggregated into one if all order parameters (except the purchase amount) are the same. All the orders shall be binding and irrevocable commitment to acquire the allotted Notes. Total amount of the Notes to be purchased and provided in each order shall be no less than the Minimum Investment Amount (if such indicated in the Final Terms).

The Issuer in consultation with the Dealer will decide on whether to proceed with the offering and (if so) regarding the allotment of the Notes to the Investors. The Issuer reserves a right to reject any order, in whole or in part, at its sole discretion and without disclosing any reason for doing so.

Each Investor shall receive a confirmation which will contain information on the extent of satisfaction or rejection of the Purchase Order submitted by the Investor, the number of Notes allotted to the investor and the amount (price) payable for the Notes via Nasdaq.

Initially the Notes of the respective Tranche will be book-entered in the distribution account of the Dealer with Nasdaq CSD. The settlement for the Notes will take place on the Issue Date and will be carried out by the Dealer in accordance with the DVP (Delivery vs Payment) principle pursuant to the applicable rules of Nasdaq CSD.

All paid up Notes shall be treated as issued. The Notes which are not paid up shall be cancelled.

**United States of America**

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Issuer by Dealer within the United States or to, or for the account or benefit of, U.S. persons, and Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

**United Kingdom**

Dealer has represented, warranted and agreed, and each further dealer appointed (if any) will be required to represent, warrant and agree, that:

**(a) Financial promotion:** it has only communicated or caused to be communicated and will only



communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

- (b) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

#### **Prohibition of Sales to UK Retail Investors**

Dealer has represented and agreed, and each further dealer appointed (if any) will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one or more of the following:
- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

#### **Republic of Lithuania**

Dealer has represented, warranted and agreed, and each further dealer appointed (if any) will be required to represent, warrant and agree, that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy any Notes or distribute any draft or definite document in relation to any such offer, invitation or sale in the Republic of Lithuania other than in compliance with the Law on Securities of the Republic of Lithuania and any other laws applicable in the Republic of Lithuania governing the issue, offering and sale of Notes.

#### **The Dealer Agreement**

Dealer has represented, warranted and agreed that, to the best of its knowledge and belief, it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealer to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealer shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealer described in the paragraph headed "*General*" above.

Neither the Issuer or Dealer represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale.

#### **Exchange of the Notes**

In case the offering of the Notes of the respective Series and Tranche shall be executed until redemption date of the existing notes of the Issuer, issued under the base prospectus of the Issuer, dated August 2023 and the respective final terms, the redemption date of which is 14 December 2025 (ISIN 0000405938) (the “**Existing Notes**”) the investors, holding such Existing Notes may be offered by the Issuer to exchange them to the Notes to be issued under this Base Prospectus and the respective Final Terms.

The exchange ratio of the Existing Notes to Notes and other related conditions shall be proposed to the investors by the Issuer during the time of the offering.

## GENERAL INFORMATION

### 1. Authorisation

The establishment of the Programme was authorised by the resolution of the general meeting of shareholders of the Issuer, dated 19 August 2025. The Prospectus has been approved by the Manager of the Issuer, dated 25 August 2025.

### 2. Legal and Arbitration Proceedings

The Group Companies are not involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous 12 months which may have or have had in the recent past significant effects on the Issuer and/or Group's financial position or profitability.

### 3. Significant/Material Change

Since 31 December 2024 there has been no material adverse change in the prospects of the Issuer or the Issuer and its Subsidiaries nor any significant change in the financial position or performance of the Issuer or the Issuer and its Subsidiaries.

### 4. Auditors

Auditors KPMG Baltics UAB has audited the consolidated and separate financial statements of the Issuer and its subsidiary UAB "AEI Development" for the year ended 31 December 2023. The audit report was signed by the auditor Toma Jensen (auditor's certificate No. 000635). Auditors PricewaterhouseCoopers, UAB has audited the consolidated and separate financial statements of the Issuer and its subsidiary UAB "AEI Development" for the year ended 31 December 2024. The audit report was signed by the auditor Rimvydas Jogėla (auditor's certificate No. 000457). All these financial statements are incorporated into this Base Prospectus by reference. Audit company issued unmodified auditor's reports regarding all these financial statements. KPMG Baltics UAB and PricewaterhouseCoopers, UAB are members of the Lithuanian Chamber of Auditors.

The auditor for the Issuer was changed as a strategic decision at the Management Company level – Lords LB Asset Management decided to unify the audit of all its investment vehicles and subsidiaries under a single auditor to streamline the auditing process and ensure consistency across its entities.

### 5. Documents on Display

Electronic copies of the following documents (together with English translations thereof, where applicable) may be obtained during normal business hours at the offices of the Issuer at Jogailos str. 4, Vilnius, the Republic of Lithuania, or at the website [https://lordslb.lt/aei\\_bonds\\_2025\\_retail](https://lordslb.lt/aei_bonds_2025_retail) for 12 months from the date of this Base Prospectus:

- (i) the Articles of Association of the Issuer;
- (ii) this Base Prospectus.

For the avoidance of doubt, unless specifically incorporated by reference to this Base Prospectus, information on the website of the Issuer does not form part of this Base Prospectus.

### 6. Regulatory Disclosures

The summary of the information, disclosed under the Market Abuse Regulation over the last 12 months, which is relevant as at the date of the Prospectus includes the financial information, the information related to issue of the Notes (ISIN LT0000134439), "Scope's" ratings, etc. the main of which is the following (as indicated in the publicly disclosed information of the Company on the stock exchange information systems of Nasdaq Vilnius as material events):

- (i) The notification of 20 June 2025 according to which the Company informed that “Scope” downgrade its senior unsecured debt rating from BB- to B and issuer rating from B+ to B-.
- (ii) The notification of 12 June 2025 according to which the Company informed on the issue of green bonds worth EUR 32.274 million by Company and the implementation of a cash offer.
- (iii) The notification of 28 May 2025 on the extension of the term of operation of Company.
- (iv) The notification of 27 May 2025 whereby the Company informed about the start of Exchange And Cash Tender Offer For Notes ISIN LT0000405938.
- (v) The notification of 27 May 2025 whereby the Company announced the First Tranche offering of the Company notes under the EUR 100 million Green Bonds Programme.
- (vi) The notification of 27 April 2025 whereby the Company announced about the approved base prospectus of the Company.
- (vii) The notification of 28 April 2025 whereby the Company informed that it aims to extend the Company's operational term and to adopt a decision regarding the approval of the terms for a planned new bond program with a nominal value of up to €100 million.
- (viii) The notification of 8 April 2025 whereby the Company convened its General Ordinary Shareholders Meeting.

## **7. Material Contracts**

No contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Issuer that are, or may be, material or contain provisions under which the Issuer or any of its Subsidiaries has an obligation or entitlement which is, or may be, material to the ability of the Issuer to meet its obligations in respect of the Notes.

## **8. Clearing of the Notes**

The Notes have been accepted for clearance through Nasdaq CSD. The appropriate common code and the International Securities Identification Number (ISIN) in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

## **9. Issue Price and Yield**

Notes may be issued at any price. The issue price of each Tranche of Notes to be issued under the Programme will be determined by the Issuer in consultation with the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes or the method of determining the price and the process for its disclosure will be set out in the applicable Final Terms. In the case of different Tranches of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche of Notes set out in the applicable Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

## **10. Dealer transacting with the Issuer**

The Dealer and/or its affiliates have engaged, and may in the future engage, in investment banking transactions with, and may provide other investment banking services to, the Issuer and its affiliates in the ordinary course of business. The Dealer and its affiliates may also trade or hold debt and equity securities or related instruments of the Issuer or its affiliates for their own accounts or on behalf of clients. The Dealer and its affiliates may also publish research or investment recommendations and may hold, or advise clients to take, positions in such securities or instruments.

## **11. The Legal Entity Identifier**

The Legal Entity Identifier (LEI) code of the Issuer is 98450011FE29FH8C7E10.

## **12. Issuer Website**

The Issuer's website is [www.lordslb.lt](http://www.lordslb.lt). Unless specifically incorporated by reference to this Base Prospectus, information contained on the website does not form part of this Base Prospectus and has not been scrutinised or approved by the BoL.

### **13. Validity of prospectus and prospectus supplements**

For the avoidance of doubt, the Issuer shall have no obligation to supplement this Base Prospectus after the end of its 12-month validity period.

**REGISTERED OFFICE OF THE ISSUER**

**Closed – End Investment Company Intended for Informed Investors  
UAB “Atsinaujinančios energetikos investicijos”**

Jogailos str. 4  
Vilnius  
Lithuania

**ARRANGER AND DEALER**

**UAB FMI “Orion securities”**  
Antano Tumėno g. 4, 01110 Vilnius  
Lithuania

**ISSUER’S LEGAL ADVISER**

*As to Lithuanian law:*  
**TEGOS**  
Konstitucijos ave. 21A, 08105 Vilnius  
Lithuania

**AUDITORS TO THE ISSUER**

**KPMG Baltics UAB**  
Lvivo str. 101, 08104 Vilnius  
Lithuania  
(audited the 2023 Financial Statements)

**PricewaterhouseCoopers, UAB**  
J. Jasinskio str. 16B, 03163  
Vilnius  
Lithuania  
(audited the 2024 Financial Statements)