

FINAL TERMS OF THE NOTES TO BE ISSUED ON 20 MARCH 2020
IN ACCORDANCE WITH
AS PRFOODS TERMS AND CONDITIONS OF SECURED NOTE ISSUE
DATED 14 JANUARY 2020 AND AMENDED ON 25 FEBRUARY 2020

4 MARCH 2020

1 GENERAL PROVISIONS

- 1.1** These Final Terms of the Notes (the “**Final Terms**”) constitute the specific terms and conditions of the Notes issued by the Issuer, under the AS PRFoods Terms and Conditions of Secured Note Issue, dated 14 January 2020 and amended on 25 February 2020 (the “**Terms**”). Each Note issued on the Issue Date indicated herein (the “**Issue Date**”) shall be the subject to these Final Terms, which shall complete the Terms in respect of such Notes.
- 1.2** These Final Terms constitute an inseparable part of the Terms and shall at all times be read, interpreted and applied in conjunction with the Terms. Words and expressions used herein, which are defined in the Terms, shall have the same meanings in the Final Terms. In the event of any inconsistency between the provisions of these Final Terms and provisions of the Terms, the provisions of these Final Terms shall prevail. By submitting a Subscription Undertaking, every investor confirms that he/she/it has read the Terms and these Final Terms and undertakes to adhere to the Terms and these Final Terms.
- 1.3** The Notes shall be offered by way of a public offering to retail investors in Estonia (the “**Retail Offering**”) and to institutional investors in and outside of Estonia (the “**Institutional Offering**”). Subscription of the Notes in the Retail Offering shall be regulated in the prospectus approved by the Estonian Financial Supervision Authority on 9 March 2020 under registration number 4.3-4.9/776 (the “**Prospectus**”).

2 SUBSCRIPTION OF NOTES

- 2.1** The terms for the subscription of the Notes in the Retail Offering are provided in the Prospectus. The terms for the subscription of the Notes in the Institutional Offering are provided in Section 15 of the Terms.
- 2.2** The form for the Subscription Undertaking to be submitted in the Retail Offering is provided in the Prospectus. The form for the Subscription Undertaking to be submitted in the Institutional Offering is provided in Annex 1 of these Final Terms.

TERMS OF NOTES

1. GENERAL INFORMATION

- 1.1. Issuer: AS PRFoods
- 1.2. Securities to be issued: Secured Notes
- 1.3. Aggregate Nominal Value of the tranche of Notes to be issued under these Final Terms: Up to EUR 1,890,400, which can be reduced by the Issuer in its full discretion until the Issue Date.

1.4. Maximum Aggregate Nominal Value of the Issue: Up to EUR 11,000,000 during the whole Issue (i.e. during all Subscription Periods in aggregate).

2. INFORMATION ON NOTES

2.1. Currency of denomination: EUR

2.2. Nominal Value of a Note: EUR 100.00

2.3. Subscription Period: From 10:00 (Estonian time) 10 March 2020 until 16:00 (Estonian time) on 16 March 2020
(which is an "Additional Subscription Period" for the purposes of the Terms)

2.4. Issue Date: 20 March 2020
(which is an "Additional Issue Date" for the purposes of the Terms)

2.5. Issue Price of a Note: EUR 101.00

2.6. Indication of yield-to-maturity on the Issue Date, on the basis of the Issue Price: 6.25%

2.7. Payment Date of the Issue Price: The payment of the Issue Price must be made by way of a delivery-versus-payment transaction, simultaneously against delivery of the Notes to the investor on 20 March 2020. For investors who have subscribed for the Notes in the Retail Offering, the transaction order shall be generated by the Register. For investors who have subscribed for the Notes in the Institutional Offering, the instructions and deadlines for submitting the transactions order shall be provided in the Confirmation.

2.8. Interest rate: 6.25% (30E/360)

2.9. Interest Commencement Date: 22 January 2020

2.10. Interest Payment Date(s): 22 July, and 22 January of each year, starting from 22 July 2020 (including). If an Interest Payment Date falls on a day that is not a Banking Day, interest shall be paid on the next Banking Day after the Interest Payment Date.

2.11. Maturity Date: 22 January 2025

2.12. ISIN code: EE3300001577

3. PROVISIONS ON EARLY REDEMPTION AT THE OPTION OF THE ISSUER (CALL OPTION)

3.1. Early Redemption Date(s) and provisions for Early Redemption at: The Issuer has the right to redeem all or part of the Notes for the Redemption Price determined in accordance with Section 3.2 of these Final Terms, on

- the option of the Issuer (Call Option):
- every Banking Day until the Maturity Date (each such Banking Day is hereinafter the “**Early Redemption Date**”), subject to at least 30 day’s advance notice to the Noteholders, made in accordance with Section 13 of the Terms.
- 3.2. Redemption Price upon Early Redemption at the option of the Issuer (Call Option) For each Note to be redeemed, the sum of the Nominal Value of the Note and the Call Premium for early redemption on the relevant Early Redemption Date (as set forth below), together with the unpaid Interest accrued on the Note to, but excluding, that Early Redemption Date in accordance with Section 3 of the Terms and any other monies due and payable to the Noteholder under the Terms on that Early Redemption Date.
- 3.3. Call Premium: For each Note to be redeemed, 0.003 EUR per each euro redeemed early for each interest payment period (i.e. each Interest Payment Date) that is to follow the relevant Early Redemption Date (up to the Maturity Date).
- 4. PROVISIONS ON EARLY REDEMPTION AT THE OPTION OF NOTEHOLDERS (PUT OPTION)**
- 4.1. Redemption Price upon Early Redemption at the option of Noteholders (Put Option) For each Note to be redeemed, the full outstanding principal (i.e. the Nominal Value) of the Note, together with the unpaid Interest accrued on the Note to, but excluding, the date of the relevant early redemption in accordance with Section 3 of the Terms and any other monies due and payable to the Noteholder under these Terms on that date
- 5. COLLATERAL AGENT**
- 5.1. Contact details of the Collateral Agent:
- PRF Collateral Agent OÜ**
Address: F. R. Faehlmanni 5,
10125 Tallinn,
Estonia
Tel.: +372 626 4300
E-mail: cas@tgsbaltic.com
Attn: Peeter Viirsalu
- 6. OTHER TERMS**
- 6.1. Register: Estonian Central Register of Securities
- 6.2. Registrar: Nasdaq CSD SE Estonia branch
- 6.3. Governing Law: Estonian
- 6.4. Jurisdiction and Dispute Settlement: Estonian courts

ANNEX 1 TO THE FINAL TERMS OF THE NOTES TO BE ISSUED ON 20 MARCH 2020

SUBSCRIPTION UNDERTAKING FOR THE INSTITUTIONAL OFFERING

The Issue of AS PRFoods Notes (the “**Notes**”) shall be made in accordance with and under the AS PRFoods Terms and Conditions of Secured Notes Issue, dated 14 January 2020 and amended on 25 February 2020 (the “**Terms**”) and the Final Terms dated 4 March 2020 (the “**Final Terms**”).

This Subscription Undertaking is an inseparable part of the Terms and Final Terms and will at all times be read, interpreted and applied together with the Terms and the Final Terms. Words and expressions used in this Subscription Undertaking, which are defined in the Terms or the Final Terms shall have the same meaning in this Subscription Undertaking.

PLACING OF THE SUBSCRIPTION UNDERTAKING

The Subscription Undertaking must be submitted by e-mail to the Issuer (to the address: investor@prfoods.ee; cc to: bonds@redgatecapital.eu) by 16:00 (Estonian time) on 16 March 2020 at the latest. The investor shall retain the original copy of the Subscription Undertaking. A Subscription Undertaking shall be considered valid, if submitted during the Subscription Period, if drawn up substantially in the required form and substance, and if the investor submits the transaction order in accordance with the instructions provided in on the Confirmation by the term established in the Confirmation. The Issuer may, at its sole discretion, treat as valid also Subscription Undertakings submitted after the Subscription Period, but before the Issue Date.

ALLOCATION OF THE ISSUE

The Issuer will decide on the allocation of the Notes in its sole discretion, after the expiry of the Offering Period, and no later than on 18 March 2020. The Notes will be allocated to the investors participating in the Offering in accordance with the following principles:

- (i) the division of the Notes between the Institutional Offering and the Retail Offering has not been predetermined. The Issuer will determine the exact tranche sizes of the Retail Offering and Institutional Offering (percentage wise) in its sole discretion;
- (ii) the Issuer will determine the exact allocation of the Notes among investors in its sole discretion;
- (iii) the main criteria for the determination of the levels and allocation percentages are: (a) the total demand for the Notes in the Offering and (b) the size and amount of Subscription Undertakings in the Offering;
- (iv) no tranche has been predetermined to any investors or any group of investors;
- (v) allocation of the Notes will not be determined on the basis of which firm they are made through or by;
- (vi) possible multiple Subscription Undertakings submitted by an investor in the Retail Offering or in the Institutional Offering shall be merged for the purpose of allocation. If different securities' accounts of the investor have been indicated in the Subscription Undertakings submitted by such investor respectively, subject to the amount of the Notes indicated in each such Subscription Undertaking, the Issuer shall have the full discretion to determine the number of the Notes that will be transferred to each such securities' accounts of such investor in the course of the settlement of the Offering;
- (vii) each investor subscribing via a nominee account is considered as an independent investor if the Issuer has received information on such investor's identity and the amount of Notes subscribed for by such investor; and

- (viii) each investor entitled to receive the Notes shall be allocated a whole number of Notes and, if necessary, the number of Notes to be allocated shall be rounded down to the closest whole number. Any remaining Notes which cannot be allocated using the above-described process will be allocated to investors on a random basis.

WARRANTIES AND OBLIGATIONS OF THE INVESTOR

By submitting this Subscription Undertaking the investor makes an offer to enter into the Terms, the Final Terms and the Subscription Undertaking, and to acquire the Notes indicated in the Subscription Undertaking. The investor's offer to enter into the Terms, the Final Terms and the Subscription Undertaking and to acquire the Notes indicated in the Subscription Undertaking shall be considered accepted by the Issuer, to the extent and subject to other provisions indicated in the Confirmation, as at the moment of dispatching of the Confirmation by the Issuer to the investor.

By submitting the Subscription Undertaking the investor confirms that he/she/it:

- (i) has read and understands the Terms, the Final Terms and the Subscription Undertaking;
- (ii) understands that investing in the Notes is inherently associated with investment risk and has the necessary experience and knowledge in the matters related to investments into financial instruments (including the financial instruments similar to the Notes);
- (iii) has consulted to the extent necessary with its advisors in legal, tax, finance and other relevant matters;
- (iv) agrees and commits to adhere to the Terms, the Final Terms and the Subscription Undertaking;
- (v) accepts that the number of the Notes indicated by the investor in the Subscription Undertaking will be regarded as the maximum number of the Notes which the investor wishes to acquire (the "**Maximum Amount**") and that the investor may receive less (but not more) Notes than the Maximum Amount subscribed for;
- (vi) undertakes to acquire and pay for any number of Notes allocated to them in accordance with the Terms, up to the Maximum Amount;
- (vii) appoints PRF Collateral Agent OÜ (a company incorporated under the laws of Estonia, registered in the Estonian commercial register with registry code 14880068) (and, if applicable, the person to whom the rights and obligations of the Collateral Agent have been transferred in accordance with the Terms) to perform the obligations and exercise the rights in connection with the Collateral and the Collateral Agreements as set forth in the Terms. In connection with the above, the investor hereby acknowledges and understands that:
 - the Collateral Agent has no obligations other than those expressly set out in the Terms, the Collateral Agreements and the Collateral Agent Agreement, and the investor understands the restricted nature of the obligations of the Collateral Agent;
 - the Collateral Agent is under no circumstances guaranteeing the validity or enforceability of the Collateral to be established in accordance with the Terms and all or some of the Collateral Agreements may not be concluded by the time of subscription to the Notes;
 - the assets serving as objects of the relevant Collateral are subject to the Higher Ranking Security Interests (as defined in the Terms) that secure obligations of the Issuer's group arising from the Priority Ranking Financing and certain other existing liabilities of the Issuer's group. As a result, the rights of the Noteholders and of the Collateral Agent in respect of the Collateral shall be subject to restrictions and limitations applicable to lower ranking security holders under the laws applicable to the relevant Collateral, as further described in the Terms;
 - enforcement and establishment of the Collateral in accordance with the Terms shall depend on the co-operation of the Collateral Provider.
- (viii) **The Issuer intends to apply for the admission of the Notes to trading on the Bond List of the Nasdaq Tallinn Stock Exchange. However, the Issuer cannot ensure or guarantee that**

the Notes are admitted to trading on the Bond List of the Nasdaq Tallinn Stock Exchange or any other stock exchange. From the date when the Notes are admitted to trading on a stock exchange, the Issuer has a right to designate a credit institution or another financial institution as its payment agent. Thereafter the Noteholders may be requested and would thereafter be obliged to exercise their financial rights pertaining to the Notes through the payment agent.

An investor may submit a Subscription Undertaking through a nominee account only if such investor authorises the owner of the nominee account to disclose the investor's identity, personal ID number or registration number, and address to the Issuer and the Registrar in writing. Subscription Undertakings submitted through nominee accounts will be taken into consideration in the allocation of the Notes only if the owner of the nominee account has actually disclosed the identity of the investor to the Issuer and the Registrar in writing, and Subscription Undertakings submitted through nominee accounts without the disclosure of the above information will be disregarded. An investor may submit a Subscription Undertaking either personally or through a representative whom the investor has authorised (in the form required by law) to submit the Subscription Undertaking.

THE INVESTOR HEREBY EXPRESSES HIS/HER/ITS WISH TO ACQUIRE, THROUGH PRIMARY DISTRIBUTION, THE BELOW STATED AMOUNT OF THE NOTES AND UNDERSTAKES TO PAY THE ISSUE PRICE FOR THE NUMBER OF THE NOTES STIPULATED IN THE SUBSCRIPTION UNDERTAKING.

SUBSCRIPTION UNDERTAKING

Number of Notes subscribed	Aggregate Nominal Value of the Notes subscribed for (EUR)

INVESTOR

Name:	Contact person:
I.D.code/Reg.code:	Address:
Phone:	
Fax:	
E-mail:	
Securities account No:	Owner of the securities account and current account:
Securities account operator:	

Current account No:	

Date:

Name and signature: