

Final Terms

dated 27 August 2024

to the Base Prospectus dated 12 March 2024
(the **Base Prospectus**)

of

E.QUIKK PLC

Legal Entity Identifier (LEI): 894500CCTLTREB849854

(incorporated as a public limited company under the laws of the Republic of Ireland)

Issue of E.Quikk plc 5.50 per cent. senior registered fixed rated notes (2024-2034) (the **Notes**)

Issue Date: 06 September 2024

Important Notice

*These final terms (the **Final Terms**) contain the final terms of an issue of (i) notes/bonds and (ii) participation certificates under the base prospectus of E.Quikk plc for the issuance of Senior German fixed rate bearer notes, Subordinated German fixed rate bearer notes, Senior Luxembourg fixed rate bearer notes, Subordinated Luxembourg fixed rate bearer notes, Senior Luxembourg fixed rate registered notes, Subordinated Luxembourg fixed rate registered notes, Senior Maltese fixed rate registered notes/bonds, Subordinated Maltese fixed rate registered notes/bonds as well as bearer participation certificates and registered participation certificates.*

*These Final Terms have been prepared for the purposes of Article 8 para. 5 of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (as amended) (the **Regulation (EU) 2017/1129**). These Final Terms are represented in the form of a separate document according to Article 8 para. 4 of Regulation (EU) 2017/1129.*

*In order to get the full information the Final Terms are to be read together with the information contained in (a) the base prospectus of E.Quikk plc (the **Issuer**) dated 12 March 2024 for the issuance of Senior German fixed rate bearer notes, Subordinated German fixed rate bearer notes, Senior Luxembourg fixed rate bearer notes, Subordinated Luxembourg fixed rate bearer notes, Senior Luxembourg fixed rate registered notes, Subordinated Luxembourg fixed rate registered notes, Senior Maltese fixed rate registered notes/bonds, Subordinated Maltese fixed rate registered notes/bonds as well as bearer participation certificates and registered participation certificates (the **Base Prospectus**), (b) any supplements to this Base Prospectus (the **Supplements**), and (c) all other documents whose information is incorporated herein by reference.*

*This Base Prospectus shall cease to have effect on 11 March 2025 (midnight) (the **Base Prospectus Expiry Date**). In respect of Notes whose date of maturity is later than the Base Prospectus Expiry Date, the public offer of such Notes may be made on the basis of one or more subsequent base prospectuses (each a **Successor Base Prospectus**) after the Base Prospectus Expiry Date in accordance with Article 8 para. 11 of Regulation (EU) 2017/1129, to the extent that the (respective) Successor Base Prospectus provides for a continuation of the public offer of the Notes. In this context, these Final Terms are, in each case, to be read in conjunction with the (most recent) Succeeding Base Prospectus. The (respective) Successor Base Prospectus will be approved and published prior to the expiry of the validity of the Base Prospectus or the respective Successor Base Prospectus (whichever applies) (as required by Regulation (EU) 2017/1129). The (respective) Successor Base Prospectus will be published in electronic form on the website www.equikkinternational.com (or any successor website thereof, in which case an automatic redirection will be ensured by the Issuer).*

The Base Prospectus dated 12 March 2024 has been approved by the Swedish Financial Supervisory Authority Finansinspektionen (the Swedish FSA) as competent authority under Regulation (EU) 2017/1129.

The Swedish FSA has only approved the base prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the quality of the securities that are the subject of these final terms and investors should make their own assessment as to the suitability of investing in the securities.

The Swedish FSA has provided the competent authority(ies) of Republic of Austria, the Kingdom of Belgium, the Republic of Croatia, the Republic of Cyprus, the Czech Republic, the French Republic, Hungary, the Italian Republic, the Republic of Malta, the Netherlands, the Republic of Ireland, the Republic of Poland, Romania, the Slovak Republic, the Republic of Slovenia, the Kingdom of Spain with a certificate of approval attesting that the Base Prospectus dated 12 March 2024 has been drawn up in accordance with the provisions of

Regulation (EU) 2017/1129. This should not be considered as an endorsement of the quality of the securities that are the subject of these final terms and investors should make their own assessment as to the suitability of investing in the securities.

This Base Prospectus is drawn up in the English language. The language of the 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.

These Final Terms must be read in conjunction with the Base Prospectus dated 12 March 2024 (as supplemented from time to time) including the information incorporated by reference. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus (as supplemented from time to time), including the information incorporated by reference.

These Final Terms consist of three parts: Part I – General Information; Part II – Terms and Conditions of the Notes; and Part III – Provisions for Meetings of Noteholders. A summary of the individual issue of the Notes is annexed to these Final Terms.

According to article 23 no. 2 of the Regulation (EU) 2017/1129 where the Base Prospectus relates to an offer of securities to the public, investors who have already agreed to purchase or subscribe for the securities before a supplement in regard to article 23 no. 1 of Regulation (EU) 2017/1129 is published shall have the right, exercisable within two working days after the publication of the supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy referred to in article 23 no.1 of Regulation (EU) 2017/1129 arose or was noted before the closing of the offer period or the delivery of the securities, whichever occurs first. That period may be extended by the issuer or the offeror. The final date of the right of withdrawal shall be stated in the supplement.

The Base Prospectus, any Supplements and these Final Terms are available on the website www.equikkinternational.com (or any successor website thereof, in which case an automatic redirection will be ensured by the Issuer).

Part I – General Information

The conditions applicable to the Bonds are the result of following selection, completion, reproduction or deletion of the options contained in the relevant terms and conditions as set out in the relevant terms and conditions.

I. Essential information

Material interests:

Material interests, including conflicting ones, of natural and legal persons involved in the issue/offer

Timberland Capital Management GmbH as well its tied agents (Timberland Finance GmbH & Co. KG), and Timberland Invest Ltd as well its tied agents, (Timberland Finance International GmbH & Co. KG) will receive customary fees and commissions in connection with the sale and distribution of the Notes and therefore have a material interest in the issue/offer.

Reasons for the offer, use of proceeds estimated net proceeds and estimated total expenses:

Reasons for the offer and use of proceeds

Safe for the Issuer's entitlement that the Issuer is free to use the proceeds at its own discretion and as the Issuer wishes, the net proceeds from the Notes will be used inter alia (i) for especially the subscription of and increase in the silent partnership and as such a profit share in E-Stream Energy Management GmbH (ii) for especially the subscription of and the increase in the silent partnership and as such a profit share in E-Stream Energy GmbH & Co KG, (iii) for the Issuer's principal activity and/or general funding including the refinancing of existing debt and (iv) the marketing of products of E-Stream Energy GmbH & Co KG.

Safe for E-Stream Energy GmbH & Co KG's and E-Stream Energy Management GmbH's (together "E-Stream") entitlement that E-Stream is free to use the proceeds from the silent partnerships at its own discretion and as E-Stream wishes, the amounts received hereunder from the silent partnerships will be utilised inter alia by E-Stream for (i) the further development and production of home and especially industrial energy storage systems up to container size, (ii) stationary automotive (high power) charging hardware, which is currently in development, (iii) E-(Motor)-Bike related batteries and its components, (iv) different types of mobile energy storages for retail and professional users (v) to expand the stock held with production related

raw materials and semi-finished products, (vi) to expand the stock of finished products and (vii) the marketing of products.

Estimated net proceeds	up to EUR 9,800,000
Estimated total expenses	Estimated total expenses in respect of the aggregate maximum amount of EUR 10,000,000 to be offered under these Final Terms will range between EUR 200,000 and EUR 980,000 and will be borne by the Issuer.

II. Information concerning the Notes

Securities identification numbers:

ISIN	ISIN IE000G31BC35
Other security identification code(s)	Not applicable.

Aggregate principal amount, principal amount, specified currency and issue price:

Aggregate principal amount	EUR 10,000,000
Principal amount	EUR 1,000
Total amount of Notes offered to the public	EUR 10,000,000
Specified currency	Euro
Issue price	The issue price means the price of the Notes subscribed for during the subscription period. The issue price corresponds to 100 per cent. of the principal amount of a Note plus accrued interest (if any). In case the Notes are offered without engagement after expiry of the subscription period, the issue price of the Notes will be determined by the Issuer in its own free discretion taking into account actual market conditions.

Historic interest rates and further performance as well as volatility:

Description of the underlying the interest rate is based on	Not applicable.
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Yield:

Indication of yield (at maturity and based on issue price)	5.50 per cent. per annum
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III. Terms and conditions of the offer

Conditions of the offer, offer period, offer statistics, expected time table, application process and public offer jurisdictions:

Conditions, to which the offer is subject

Save for the conditions to the offer as set out in the Base Prospectus as well as in this sub-section III of Part I, no further conditions to the offer shall apply.

Offer period

The offer period starts on 06 September 2024 and will finish on 11 March 2025; the Issuer intends to continue the offer period for the Notes after expiry of the period of validity of the Base Prospectus under a succeeding Base Prospectus. The Issuer reserves the right for any reason to close the offer period at any time.

In case the Issuer continues the offer period for the Notes after expiry of the period of validity of this Base Prospectus under one or more succeeding Base Prospectus, the offer period will finish on maturity date of the Notes and at the latest.

Time period, including any possible amendments, during which the offer of the Notes will be open

The Notes initially will be offered during a subscription period; the Issuer intends to continue the subscription period for the Notes after expiry of the period of validity of the Base Prospectus under a succeeding Base Prospectus in case the offer period will be continued under a succeeding Base Prospectus.

Subscription period: 06 September 2024 – 11 March 2025 (5:00 p.m. local time)

The Issuer reserves the right to continue the subscription period in connection with a public offer subject to the filing of new Final Terms for the Notes under another base prospectus.

After expiration of the subscription period, the offer period may be continued. The offer may be made without engagement.

Description of the application process

A subscription of Notes shall be made by way of executing a subscription declaration. The Issuer is free to accept each subscription of Notes.

Description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants

Not applicable.

Minimum amount of application	EUR 50,000
Maximum amount of application	Not applicable.
Method and time limits for paying up the Notes and for delivery of the Notes	The delivery of the Notes shall be against payment within typically five business days after the date of receipt of the payment with the Issuer by inscription into the Issuer's register. Each investor will be notified of the settlement arrangements in respect of the Notes at the time of such investor's application.
Procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised	Not applicable.
Manner and date in which results of the offer are to be made public	The Issuer will inform the Noteholders during the offer period about the number of Notes sold during such offer period to investors by publishing the relevant information on the website of the Issuer (www.equikkinternational.com) or any successor website in each case thereof.
Process for notifying applicants of the amount allotted	<p>The Notes will be continuously offered and allotted from the issue date on 06 September 2024 until the full subscription. Subscriptions by investors will therefore be accepted upon receipt of the subscription declaration by the Issuer and, after receipt of the full subscription amount, will be allocated plus accrued interest, if applicable, and delivered via the entry in the register maintained by the registrar and transfer agent. The acceptance of an investor's subscription will be communicated to the investor in writing or by e-mail or as part of the securities settlement process after the Notes allocated to the investor have been booked into the register at the Issuer.</p> <p>The result of the public offering of the Notes will be published by the Issuer on the website www.equikkinternational.com no later than ten days after the end of the offer period or after full subscription.</p>
Indication whether dealing may begin before notification is made	Not applicable.
Jurisdiction(s), in which non-exempt offer may take place	Non-exempt offers may be made in the Republic of Austria and the Kingdom of Sweden the French Republic and Hungary and the Italian Republic and the Republic of Malta.

IV. Commissions and expenses

Selling commission	None.
Other commissions	None.
Expenses and taxes specifically charged to the subscriber or purchaser	None.
Expenses and proceeds to be broken into each principal intended use and presented in order of priority of such uses	Not applicable.
In case the anticipated proceeds will not be sufficient to fund all the proposed uses, a statement regarding the amount and sources of other funds needed	Not applicable.

V. Placing and underwriting

Underwriting	Not applicable.
Name and address of the coordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer, of the placers in the various countries where the offer takes place	Not applicable.

VI. Clearing, custody and trading

Clearing System, Custody	Not applicable.
Admission to trading	Not applicable.

VII. Ratings

Ratings assigned to the Notes	Not applicable.
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VIII. Consents and selling restrictions

Consent to the use of the Base Prospectus	<p>The Issuer consents to the use of the Base Prospectus (under which the offer of the Notes takes place) and the applicable Final Terms in connection with a subsequent resale or final placement of the Notes by all financial intermediaries during the period of validity of the Base Prospectus by all financial intermediaries (so-called general consent).</p> <p>General consent for the subsequent resale or final placement of Notes by the financial intermediaries is given in relation to the Republic of Austria and the Kingdom of Belgium and the Kingdom of Sweden and the Republic of Croatia and the Republic of Cyprus and the Czech</p>
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Republic and the French Republic and Hungary and the Republic of Ireland and the Italian Republic and the Republic of Malta and the Netherlands and the Republic of Poland and Romania and the Slovak Republic and the Republic of Slovenia and the Kingdom of Spain.

The Issuer's consent to the use of the Base Prospectus is subject to the condition that each financial intermediary complies with the applicable selling restrictions as well as the terms and conditions of the offer.

Moreover, the Issuer's consent to the use of the Base Prospectus is subject to the condition that the financial intermediary using the Base Prospectus commits itself towards its customers to a responsible distribution of the Notes. This commitment is made by the publication of the financial intermediary on its website stating that the Base Prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

Selling Restrictions

The offer is a non-exempt offer.

IX. Post-issuance information

Publication of post-issuance information

Except for notices required under the terms and conditions of the Notes, the Issuer does not intend to report post-issuance information.

Website, on which any new information unknown at the time the Base Prospectus was approved or these Final Terms were filed with the relevant competent authority/authorities will be published

www.equikkinternational.com (or any successor or replacement address thereto, in which case an automatic redirection will be ensured by the Issuer)

Part II – Terms and Conditions of the Notes

OPTION V – TERMS AND CONDITIONS OF THE SENIOR LUXEMBOURG FIXED RATE REGISTERED NOTES

1. CURRENCY, DENOMINATION, FORM, TITLE

1.1 Issuer, Currency, Denomination

This tranche of senior fixed rate notes (the **Note(s)**) is being issued by E.Quikk plc, a Public Limited Company established under the laws of Ireland, having its registered office at 77 Sir John Rogerson's Quay, Block C, Grand Canal Docklands, Dublin (IE), D02 VK60, Ireland (the **Issuer**) in Euro (**EUR**) (the **Specified Currency**) in the aggregate principal amount of up to EUR 10,000,000 (in words: Euro ten million) in the denomination of EUR 1,000 (the **Specified Denomination** or the **Principal Amount**).

1.2 Form

- (a) The Notes are being fully issued in registered form and may under no circumstances be converted into notes in bearer form.
- (b) The Issuer may issue Notes for no consideration to be held by the Issuer with a view to selling those Notes on the secondary market. All determinations made under these Terms and Conditions will reflect the fact that such Notes issued and directly held by the Issuer have been issued for no consideration (the issue price for those Notes will be deemed to be 0). So long as any Notes are held by the Issuer, any rights attached to such Notes (such as financial rights and voting rights) will be suspended.
- (c) The Notes are not clearable through any clearing system and cannot (and will not) be admitted to trading and/or listed on any stock exchange, regulated or unregulated market.
- (d) The Issuer will cause to be kept at the specified office of the Registrar and Transfer Agent a register of Noteholders of Notes (the **Register**). The Registrar and Transfer Agent will immediately inform the Issuer of any changes made to the Register.
- (e) The Issuer undertakes to keep an up-to-date copy of the Register at its registered office at all times (the **Issuer Register**).
- (f) A Noteholder may request from the Registrar and Transfer Agent an extract of the Register showing the entry relevant to its holding of the Notes.

1.3 Title

- (a) Title to the Notes passes only by registration (*inscription*) in the Issuer Register.
- (b) Ownership in respect of the Notes is established by the registration in the Issuer Register.
- (c) Except as ordered by a court of competent jurisdiction or a public authority or as required by law, the Issuer may deem and treat the person registered in the Issuer Register as absolute owner of the Notes for all purposes (whether or not the Note is overdue) and no person will be liable for so treating the Noteholder.

- (d) No transfer of a Note shall be recognised by the Issuer unless entered in the Register and the Issuer Register. In the case of discrepancies between the records of the Register and the Issuer Register, the latter shall prevail.

2. TRANSFERS

- (a) A Note may be transferred by depositing at the specified office of the Registrar and Transfer Agent a document evidencing the transfer of the registered Note in the form satisfactory to the Registrar and Transfer Agent and the Issuer, together with a copy of the passport or ID card of each of the transferor and the transferee and/or such other documents as the Registrar and Transfer Agent and the Issuer may reasonably require.
- (b) Registration of transfer of the Notes will be effected without charge by or on behalf of the Issuer but upon payment (or the giving of such indemnity as the Issuer may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer.

3. CLOSED PERIODS

No Noteholder may require the transfer of a Note to be registered (i) after an event of default notice has been issued pursuant to Clause 8(b) or (ii) during the period of 15 calendar days ending on the due date for any payment in respect of that Note. Furthermore, the Issuer shall not be required, in the event of an early redemption of the Notes under Clause 7.2, to register the transfer of these Notes (or parts of these Notes) during the period beginning on the twenty-fifth (25th) calendar day before the Put Redemption Date and ending on the Put Redemption Date (both inclusive).

4. STATUS

The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* without any preference among themselves and *pari passu* with all other, present and future, unsecured and unsubordinated obligations of the Issuer, unless such obligations are given priority under mandatory provisions of statutory law.

5. DISTRIBUTIONS

5.1 Distribution Rate and Distribution Payment Dates

The Notes shall bear distributions on the Principal Amount at the rate of 5.50 per cent. per annum (the **Rate of Distributions**) (and with respect to each Calculation Period) from and including 06 September 2024 (the **Distribution Commencement Date**) to and excluding the Maturity Date. Distributions shall be scheduled to be paid monthly in arrears on 25 January, 25 February, 25 March, 25 April, 25 May, 25 June, 25 July, 25 August, 25 September, 25 October, 25 November and 25 December in each year (each such date, a **Distribution Payment Date**), commencing on 25 October 2024. Distributions will fall due in accordance with the provisions set out in Clause 6.4.

5.2 Calculation of Amount of Distributions

The amount of distributions shall be calculated by applying the Rate of Distributions to the Principal Amount multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the Specified Currency, half of such sub-unit being rounded upwards or otherwise in accordance with the applicable market convention.

5.3 Default Distributions

The Notes shall cease to bear distributions from the expiry of the calendar day preceding the due date for redemption (if the Notes are redeemed). If the Issuer fails to redeem the Notes when due, distributions shall continue to accrue on the Principal Amount of the Notes from and including the due date for redemption to but excluding the date of actual redemption of the Notes at the default rate of distributions established by law. This does not affect any additional rights that might be available to the Noteholders.

6. PAYMENTS

6.1 Payment of Principal and Distributions

Payment of principal and distributions on the Notes shall be made, subject to Clause 6.2 below, by credit or transfer to in the Specified Currency in the account of the relevant Noteholder the details of which are recorded in the Register at a given time.

6.2 Manner of Payment

Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

If the Issuer determines that it is impossible to make payments of amounts due on the Notes in freely negotiable and convertible funds on the relevant due date for reasons beyond its control or that the Specified Currency or any successor currency provided for by law (the **Successor Currency**) is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payments in Euro on the relevant due date on the basis of the Applicable Exchange Rate. Noteholders shall not be entitled to further interest or any additional amounts as a result of such payment.

6.3 Discharge

The Issuer shall be discharged by payment to the account of the relevant Noteholder which is recorded in the Register.

6.4 Payment Business Day

If the due date for any payment in respect of the Notes would otherwise fall on a calendar day which is not a Payment Business Day, the Noteholders shall not be entitled to payment until the next following Payment Business Day in the relevant place and shall not be entitled to further distributions or other payment in respect of such delay.

6.5 References to Principal and Distributions

References in these Terms and Conditions to "principal" in respect of the Notes shall be deemed to include, as applicable: the Principal Amount, the Early Redemption Amount, and any premium and any other amounts (other than distributions) which may be payable under or in respect of the Notes. References in these Terms and Conditions to "distributions" in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under Clause 10.1.

7. REDEMPTION

7.1 Maturity Date

Unless previously redeemed, or cancelled, the Notes will be redeemed at their Principal Amount together with distributions, if any, accrued to, but excluding, the date of redemption, on 30 November 2034 (the **Maturity Date**).

7.2 No Early Redemption at the Option of a Noteholder

The Noteholders do not have a right to demand the redemption of the Notes early.

7.3 No Early Redemption at the Option of the Issuer

The Issuer does not have a right to redeem the Notes early.

7.4 Early Redemption for Reasons of Taxation

The Issuer does not have a right to redeem the Notes early for reasons of taxation.

8. EVENTS OF DEFAULT

- (a) Each Noteholder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Early Redemption Amount, together with distributions, if any, accrued to, but excluding, the date of redemption, in the event that:
- (i) the Issuer fails to pay any amount due under the Notes within 30 calendar days from the relevant due date; or
 - (ii) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 calendar days after the Fiscal Agent has received notice thereof from a Noteholder; or
 - (iii) the Issuer suspends payment or announces its inability to pay its debts; or
 - (iv) a court institutes insolvency proceedings against the Issuer, and such proceedings are not set aside or stayed within 60 calendar days, or the Issuer or the competent supervisory authority, or resolution authority, respectively, applies for or institutes any such proceedings; or
 - (v) the Issuer goes into liquidation unless this is done in connection with a merger, consolidation or other form of combination with another company or in connection with a conversion and the other or new company assumes all obligations contracted by the Issuer in connection with the Notes.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

- (b) Any notice, including any notice declaring Notes due, in accordance with subparagraph (a) shall be made by means of a written declaration in the English language and sent to the specified office of the Fiscal Agent together with proof that such Noteholder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian or in other appropriate manner. The Notes shall be redeemed following receipt of the notice declaring Notes due.

9. FISCAL AGENT AND REGISTRAR AND TRANSFER AGENT

9.1 Appointment, Specified Offices

The initial Fiscal Agent and the Registrar and Transfer Agent and their respective initial specified offices are:

Initial Fiscal Agent:

E.Quikk plc
77 Sir John Rogerson's Quay, Block C
Grand Canal Docklands
Dublin 2, D02 VK60
Republic of Ireland

Registrar and Transfer Agent:

E.Quikk plc
77 Sir John Rogerson's Quay, Block C
Grand Canal Docklands
Dublin 2, D02 VK60
Republic of Ireland

The Fiscal Agent and the Registrar and Transfer Agent reserve the right at any time to change their respective specified office to some other specified office. Each of the Fiscal Agent and the Registrar and Transfer Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

9.2 Variation or Termination of Appointment

The Issuer reserves the right at any time, without the prior approval of the Noteholders, to vary or terminate the appointment of each of the Fiscal Agent and the Registrar and Transfer Agent, provided that the Issuer will at all times maintain a Fiscal Agent and a Registrar and Transfer Agent having a specified office in the European Union. Notice of any such change will promptly be given to the Noteholders in accordance with Clause 12.

9.3 Agents of the Issuer

Each of the Fiscal Agent and the Registrar and Transfer Agent acts solely as agents of the Issuer and does not have any obligations towards or relationship of agency or trust to any Noteholder.

10. TAXATION

10.1 Withholding Taxes and Additional Amounts

All amounts payable in respect of the Notes shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed or levied by way of deduction or withholding by or on behalf of Ireland or any political subdivision or any authority thereof or therein having power to tax (**Withholding Taxes**) unless such deduction or withholding is required by law. In such event, the Issuer shall, to the fullest extent permitted by law, pay such additional amounts of principal and interest (the **Additional Amounts**) as shall be necessary in order that the net amounts received by the Noteholders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes, duties or governmental charges which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Noteholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Noteholder having, or having had, some personal or business connection with Ireland and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, Ireland; or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which Ireland, or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (d) are payable by reason of a change in law or practice that becomes effective more than 30 calendar days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with Clause 12, whichever occurs later.

10.2 U.S. Foreign Account Tax Compliance Act (FATCA)

Moreover, all amounts payable in respect of the Notes shall be made subject to compliance with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (the **Code**), any regulations or agreements thereunder, including any agreement pursuant to Section 1471(b) of the Code, and official interpretations thereof (**FATCA**) and any law implementing an intergovernmental approach to FATCA. The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Noteholder in connection with any such compliance.

10.3 Transfer of Issuer's domicile

In case of a transfer of the Issuer's domicile to another country, territory or jurisdiction, the preceding provisions shall apply with the understanding that any reference to the Issuer's domicile shall from then on be deemed to refer to such other country, territory or jurisdiction.

11. FURTHER ISSUES OF NOTES, PURCHASES AND CANCELLATION

11.1 Further Issues of Notes

The Issuer may from time to time, without the consent of the Noteholders, issue further Notes having the same terms as the Notes in all respects (or in all respects except for the issue date, issue price, Distribution Commencement Date and/or first Distribution Payment Date) so as to form a single series with the Notes.

11.2 Purchases

The Issuer may at any time purchase Notes in the open market or otherwise at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. No purchase shall be possible unless all applicable regulatory and other statutory restrictions are observed.

11.3 Cancellation

All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

12. NOTICES

12.1 Notices of the Issuer

All notices of the Issuer concerning the Notes may be published in the Luxemburger Wort and in electronic form on the website of the Issuer (www.equikkinternational.com) or any successor website thereof, in which case an automatic redirection will be ensured by the Issuer. Any notice so given will be deemed to have been validly given on the 5th calendar day following the date of such publication (or, if published more than once, on the 5th calendar day following the date of the first such publication) unless the notice provides for a later effective date.

Notices to Noteholders may be mailed to their registered addresses and shall be deemed to have been served at the expiration of twenty-four (24) hours after the letter containing the notice is posted, and in proving such service it shall be sufficient to prove that a prepaid letter containing such notice was properly addressed to such Noteholder at his registered address and posted.

12.2 Form of Notice to be given by any Noteholder

Notices regarding the Notes which are to be given by any Noteholder to the Issuer shall be validly given if delivered in writing in English language to the Issuer or the Fiscal Agent (for onward delivery to the Issuer) by hand or mail.

13. MEETING OF NOTEHOLDERS

Articles 470-3 - 470-19 of the Companies Act 1915 are not applicable to the Notes.

14. SUBSTITUTION OF THE ISSUER

14.1 Substitution

The Issuer shall be entitled at any time, without the consent of the Noteholders, if no payment of principal of any of the Notes is in default, to substitute for itself as the Issuer another person (the **Substitute Issuer**) as principle debtor) under all Notes in respect of any and all obligations arising from and in connection with the Notes, which is, on the date of such substitution and in the opinion of the Issuer, of at least the equivalent standing and creditworthiness to the Issuer provided that:

- (a) the Substitute Issuer is solvent and can perform all obligations under and in connection with the Notes;
- (b) no liquidation, winding-up, insolvency proceedings or similar reorganisation measures are opened or imminent in respect of the Substitute Issuer;
- (c) the Substitute Issuer has been granted all necessary consents (excluding, for the avoidance of any doubt, the approval of a prospectus for the public offering of the Notes) from the authorities of the country in which it has its registered office;
- (d) the substitution of the Substitute Issuer for the Issuer (as the case may be) does not result in additional tax, duty or governmental charge being directly or indirectly imposed on the Noteholders and the Substitute Issuer has agreed to indemnify and hold harmless each Noteholder against any tax, duty, assessment or governmental charge imposed on such Noteholder in respect of such substitution.

Notice of any such substitution shall be given to the Noteholders in accordance with Clause 12.

The Issuer will not guarantee the obligations of the Substitute Issuer under the Notes after the substitution(s). The Noteholders, by subscribing for, or otherwise acquiring, the Notes, are

deemed to have (i) consented to any substitution(s) of the Issuer effected in accordance with this Clause 14 and to the release of the Issuer from any and all obligations in respect of the relevant Notes and these presents; and (ii) accepted such substitution(s) and the consequences thereof.

After the substitution(s) of the Issuer by a Substitute Issuer this Clause 14 shall apply again. In the event of such a substitution(s), every reference in these Terms and Conditions to the Issuer shall be deemed to refer to the Substitute Issuer.

14.2 Change of References

In the event of any such substitution(s), any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Issuer and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Issuer.

14.3 Further substitution

After a substitution pursuant to Clause 14.1, the Substitute Issuer may, without the consent of any Noteholders, effect a further substitution. All the provisions specified in Clause 14.1 and Clause 14.2 shall apply mutatis mutandis, and references in these Terms and Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further the Substitute Issuer.

14.4 Reverse substitution

After a substitution pursuant to Clause 14.1 or Clause 14.3 any the Substitute Issuer may, without the consent of any Noteholder, reverse the substitution, mutatis mutandis.

15. APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

15.1 Governing Law

The Notes, as to form and content, and all rights and obligations of the Noteholders and the Issuer, shall be governed by, and shall be construed exclusively in accordance with, Luxembourg law except for Clause 13 (*Meeting of Noteholders*), which shall be subject to the laws of Luxembourg (unless mandatory rules and laws of another EU member state apply).

15.2 Place of Jurisdiction

The courts of Luxembourg shall have non-exclusive jurisdiction for any action or other legal proceedings (the **Proceedings**) arising out of or in connection with the Notes. The courts of Luxembourg, Grand Duchy of Luxemburg shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with Clause 4 (*Ranking*) and the courts of Luxemburg shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with Clause 13 (*Meeting of Noteholders*).

15.3 Enforcement

Any Noteholder may in any Proceedings against the Issuer, or to which such Noteholder and the Issuer are parties, protect and enforce in its own name its rights arising under such Notes (a) stating the full name and address of the Noteholder, and (b) specifying the aggregate principal amount of the Notes. Each Noteholder may, without prejudice to the foregoing, protect and enforce its rights under the Notes also in any other way which is admitted in the country of the Proceedings.

16. DEFINITIONS

For the purposes of the Notes, the following expressions shall have the following meanings:

Additional Amounts has the meaning assigned to it in Clause 10.1.

Applicable Exchange Rate means (i) (if such exchange rate is available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) determined and published by the European Central Bank for the most recent calendar day falling within a reasonable period of time prior to the relevant due date, or (ii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) which the Fiscal Agent has calculated as the arithmetic mean of offered rates concerning the Specified Currency or the Successor Currency (if applicable) quoted to the Fiscal Agent by four leading banks operating in the international foreign exchange market for the most recent calendar day falling within a reasonable (as determined by the Fiscal Agent in its reasonable discretion) period of time prior to the relevant due date, or (iii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) as determined by the Fiscal Agent in its reasonable discretion.

Articles 470-3 - 470-19 of the Companies Act 1915 has the meaning assigned to it in the Luxembourg Law of 10 August 1915 on Commercial Companies as amended from time to time (and as consolidated resulting from the Grand Ducal Regulation of 5 December 2017 as published in the legal gazette of the Grand Duchy of Luxembourg).

Business Day Financial Centre means Luxembourg.

Calculation Period means any period of time in respect of the calculation of an amount of distributions on any Note.

Code has the meaning assigned to it in Clause 10.2.

Custodian means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Noteholder maintains a securities account in respect of the Notes.

Day Count Fraction means the actual number of calendar days in the Calculation Period divided by 365.

Distribution Commencement Date has the meaning assigned to it in Clause 5.1.

Distribution Payment Date has the meaning assigned to it in Clause 5.1.

Early Redemption Amount means 100 % of the Principal Amount.

FATCA has the meaning assigned to it in Clause 10.2.

Fiscal Agent means E.Quikk plc.

Issuer has the meaning assigned to it in Clause 1.1.

Issuer Register has the meaning assigned to it in Clause 1.2(e).

Maturity Date has the meaning assigned to it in Clause 7.1.

Noteholder means each person holding one or more Note(s).

Note(s) has the meaning assigned to it in Clause 1.1.

Payment Business Day means a calendar day (other than a Saturday or a Sunday) (i) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Business Day Financial Centre, and (ii) on which T2 is open for business.

Principal Amount has the meaning assigned to it in Clause 1.1.

Proceedings has the meaning assigned to it in Clause 15.2.

Rate of Distributions has the meaning assigned to it in Clause 5.1.

Register has the meaning assigned to it in Clause 1.2(d).

Registrar and Transfer Agent means E.Quikk plc.

Relevant Date means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Noteholder in accordance with Clause 6.1 on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect shall have been duly given to the Noteholders by the Issuer in accordance with Clause 12.

Specified Currency has the meaning assigned to it in Clause 1.1.

Specified Denomination has the meaning assigned to it in Clause 1.1.

Substitute Issuer has the meaning assigned to it in Clause 14.

Successor Currency has the meaning assigned to it in Clause 6.2.

T2 means the real time gross settlement system operated by the Eurosystem or any successor system.

Withholding Taxes has the meaning assigned to it in Clause 10.1.

Part III – Provisions for Meetings of Noteholders

In accordance with applicable laws, articles 470-3 - 470-19 of the Companies Act 1915 are not applicable to the Notes.

Summary

INTRODUCTION AND WARNINGS	
<p>The summary should be read as an introduction to the prospectus. Any decision to invest in the securities should be based on a consideration of the prospectus as a whole by the investor. An investor could lose all or part of the invested capital. Where a claim relating to the information contained in a prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the prospectus, or where it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such securities.</p>	
Securities:	<p>Name of the securities offered under the base prospectus dated 12 March 2024 (the Base Prospectus): E.Quikk plc 5.50 per cent. senior registered fixed rate notes (2024-2034) (the Notes)</p> <p>International Securities Identification Number: (International Securities Identification Number ISIN)) IE000G31BC35</p>
Issuer:	<p>Legal as well as commercial name of the issuer: E.Quikk plc (the Issuer)</p> <p>Contact details of the Issuer: Riverside One, Sir John Rogerson's Quay, Dublin 2, Dublin, D02 X576, Republic of Ireland (telephone number: +353 (1) 699244 / e-mail: www.equikkinternational.com)</p> <p>Legal Identifier (LEI) of the Issuer: 894500CCTLTREB849854</p>
Competent Authority:	<p>Competent authority approving this prospectus: Finansinspektionen (the FI)</p> <p>Contact details of the FI: Brunnsgratan 3, Box 7821, SE-103 97 Stockholm, Kingdom of Sweden (phone number: +46 8 408 980 00 / fax number: +46 8 24 13 35 / e-mail: finansinspektionen@fi.se)</p>
Date of Approval:	Date of approval of the Base Prospectus: 12 March 2024

KEY INFORMATION ON THE ISSUER	
1. Who is the issuer of the securities?	
<i>a. Domicile and legal form of the issuer, its LEI, the law under which it operates and its country of incorporation</i>	
<p>E.Quikk plc (LEI: 894500CCTLTREB849854) is a public limited company (<i>plc</i>) incorporated under the laws of the Republic of Ireland and governed by the laws of the Republic of Ireland. The Issuer is represented by its managing directors. The Company is registered with the Irish Companies Registration Office under number 729834.</p>	
<i>b. Principal activities of the issuer</i>	
<p>The Issuer acts as a holding company for currently two active operational companies, E-Stream Energy GmbH & Co KG and E-Stream Energy Management GmbH (the E-Stream Energy Companies). In addition, the Issuer provides consulting services and (business) advice as well active management services for the E-Stream Companies.</p>	
<i>c. Major shareholders of the issuer (including whether it is directly or indirectly owned or controlled and by whom)</i>	
<p>As of the date of the Base Prospectus, the only shareholder of the Issuer is Mr. Thomas Kraemer.</p>	

d. Identity of the key managing directors of the issuer	
The managing directors – forming the board of directors – are Mr. Anthony Paris and Mr. Colin Micallef.	
e. Identity of the statutory auditors of the issuer	
The audit firm of the Issuer is Crean & Co., having its registered office at Lanesboro St, Roscommon, Roscommon, F42 DA32, Ireland, and is registered with the Companies Registry under Registration Number 715056. Crean & Co. is a member of Chartered Accountants Ireland (CAI).	
2. What is the key financial information regarding the issuer?	
The following tables set out selected financial information relating to the Issuer. The information has been extracted from the audited Report and Financial Statements of E.Quikk plc for the period from 17 November 2022 to 31 December 2022.	
Income Statement	
	Financial Year ended 31 December 2022
Operating profit/loss or another similar measure of financial performance used by the issuer in the financial statements	EUR (6,150)
Balance Sheet	
	Financial Year ended 31 December 2022
Net financial debt (long term debt plus short term debt minus cash)	EUR (6,150)
Current ratio (current assets/current liabilities)	4,065
Debt to equity ratio (total liabilities/total shareholder equity)	4,065
Interest cover ratio (operating income/interest expense)	N/A
Cash Flow Statement	
	Financial Year ended 31 December 2022
Net Cash flows from operating activities	EUR (25,000)
Net Cash flow from investing activities	N/A
Net Cash flow from financing activities	EUR 25,000
3. What are the key risks that are specific to the issuer?	
<i>Risks related to the Issuer's status as a mere holding company:</i> The Issuer is dependent on the business development as well as the earnings and distributions of the Issuer's sole active industrial subsidiary E-Stream Energy GmbH & Co KG and will be mainly dependent on distributions to receive from its investments such as those stemming from the E-Stream Energy Companies. Distributions and redemption to be made to the Issuer are subject to a successful business model of E-Stream Energy Companies, generating enough earnings, revenues and/or cash flows to distribute.	
<i>Insolvency risk:</i> The Noteholders (as defined below) assume the credit risk of the Issuer. In the case of insolvency (or similar cases) of the Issuer, the Noteholders may lose part or all of their claims to repayment of their invested capital.	
<i>Risks in connection with refinancings:</i> It cannot be ruled out that the Issuer will be dependent on new refinancing for the repayment of the Notes, if necessary by issuing new Notes. If financing required for repayment is not available – for whatever reason – the Issuer may not be in a position to repay the Notes.	

KEY INFORMATION ON THE SECURITIES

1. What are the main features of the securities?
a. Type, class and ISIN
The Notes are unsecured fixed rate notes. The Notes are issued in registered form.

International Securities Identification Number: (International Securities Identification Number (ISIN)) IE000G31BC35.
<i>b. Currency, denomination, par value, the number of securities issued and the term of the securities</i>
The Notes are issued in "Euro" and the denomination of each Note is EUR 1,000. The total number of Notes to be issued is up to 10,000 (this corresponds to an aggregate principal amount of up to EUR 10,000,000). The maturity date of the Notes is 30 November 2034 (the Maturity Date).
<i>c. Rights attached to the securities</i>
Based on terms and conditions of the Notes (the Terms and Conditions) the following rights are attached to the Notes:
<i>Interest payment:</i> Holders of Notes (the Noteholders) are entitled to distributions (interest). Thus, the Notes will bear interest from and including 06 September 2024 to, but excluding, the Maturity Date at a rate of 5.50 per cent. per annum, payable monthly in arrears on 25 January, 25 February, 25 March, 25 April, 25 May, 25 June, 25 July, 25 August, 25 September, 25 October, 25 November and 25 December in each year, commencing on 25 October 2024.
<i>Redemption at maturity:</i> Unless previously redeemed, or cancelled, the Notes will be redeemed at their principal amount (which is EUR 1,000 per Note) on the Maturity Date.
<i>Early redemption in an event of default:</i> The Terms and Conditions provide for events of default entitling each Noteholder to demand immediate redemption of its Notes at the early redemption amount (which is 100 per cent. of the principal amount) together with accrued interest to the date of repayment.
<i>Early redemption for taxation reasons:</i> Early redemption of the Notes for reasons of taxation will be permitted, if as a result of any change in, or amendment to, the laws or regulations (including any amendment to, or change in, an official interpretation or application of such laws or regulations) of Ireland or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, the Issuer will become obligated to pay additional amounts on the Notes, as more described in the Terms and Conditions.
<i>d. Relative seniority of the securities in the issuer's capital structure in the event of insolvency</i>
The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking pari passu without any preference among themselves and pari passu with all other, present and future, unsecured and unsubordinated obligations of the Issuer, unless such obligations are given priority under mandatory provisions of statutory law.
<i>e. Restrictions on the free transferability of the securities</i>
In general, the Notes are freely transferable and title to the Notes passes on by registration (inscription) in the relevant register. However, no Noteholder may require the transfer of a Note to be registered (i) after an event of default notice has been issued pursuant to Clause 8(b) of the Terms and Conditions or (ii) during the period of 15 calendar days ending on the due date for any payment in respect of that Note.
2. Where will the securities be traded?
The Notes will not be traded on a regulated market.
3. What are the key risks that are specific to the securities?
<i>Risk of changes in interest rates:</i> An investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes. Correspondingly, a Noteholder is exposed to the risk of an unfavourable development of market prices of his Notes which materialises if the Noteholder sells the Notes prior to the Maturity Date of the Notes.
<i>Exchange rate risks:</i> The Issuer will pay principal and interest (distributions) on the Notes in the relevant specified currency as specified in the Terms and Conditions. This presents certain risks relating to currency conversion if an investor's financial activities are denominated principally in a currency or currency unit other than the relevant specified currency.

<p><i>Risks relating to an illiquid secondary market:</i> Regardless of whether the Notes are listed or not on non-regulated markets, regulated markets, multilateral trading facility (MTF) or organised trading facilities (OTF), there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. Consequently, there is a risk for Noteholders that they may not be able to sell their Notes at any time.</p>
<p><i>Risk associated with the credit spread of the Issuer:</i> The market price of the Notes may be negatively affected by an increase in the Issuer's credit spreads, i.e. the difference between yields on the Issuer's debt and the yield of government bonds or swap rates of similar maturity.</p>
<p><i>Substitution of the Issuer:</i> The Terms and Conditions provide for the possibility of a substitution of the Issuer. In this case, another company assumes the role as principal debtor (including, as applicable, a subsequent substitution of the debtor) under the Notes in place of the Issuer. The amounts which Noteholders should receive in respect of the Notes may be affected in the event that the Issuer substitutes another company for itself as issuer of the Notes under the Terms and Conditions.</p>

KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC AND/OR THE ADMISSION TO TRADING ON A REGULATED MARKET

<p>1. Under which conditions and timetable can I invest in this security?</p>
<p>a. Terms and conditions of the offer</p>
<p>(aa) Conditions of the offer</p>
<p><i>Offer Structure:</i> An offer of the Notes to the public will be made in Republic of Austria and the Kingdom of Sweden, the French Republic, Hungary, the Italian Republic and the Republic of Malta (the Public Offer).</p>
<p><i>Offer Amount:</i> The total number of Notes offered in accordance with the Public Offer is up to 10,000. Hence, the aggregate principal amount of the issuance is up to EUR 10,000,000.</p>
<p><i>Issue Price:</i> 100 per cent. of the principal amount plus, if applicable, accrued interest to be paid.</p>
<p><i>Applicable minimum amount of application:</i> Investors have to place orders in an amount of at least EUR 50,000. Notwithstanding the applicable minimum amount, investors may place offers exceeding the minimum amount to purchase Notes in any higher amount subject to a minimum denomination of EUR 1,000; thus, a maximum amount of application does not apply.</p>
<p><i>Description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants:</i> It is not possible to reduce subscriptions in connection with placed orders.</p>
<p><i>Other conditions to the offer:</i> Except as stated in the Base Prospectus as well as in Part I of these Final Terms, no further conditions apply to the offer.</p>
<p>(bb) Technical details of the offer</p>
<p><i>Manner and date in which results of the offer are to be made public:</i> The Issuer will inform the Noteholders during the Offer Period (as defined below) about the number of Notes sold during such Offer Period to investors by publishing the relevant information on the website of the Issuer (www.equikkinternational.com) or any successor website.</p>
<p><i>Method and time limits for paying up the Notes and for delivery of the Notes:</i> The delivery of the Notes shall be against payment within typically five business days after the date of receipt of the payment with the Issuer by inscription into the Issuer's register. Each investor will be notified of the settlement arrangements in respect of the Notes at the time of such investor's application.</p>
<p>b. Timetable for the offer</p>
<p><i>Offer Period:</i> The offer period starts on 06 September 2024 and will finish on 11 March 2025 (05:00 p.m. local time) (the Offer Period). In case the Issuer continues the Offer Period for the Notes after expiry of the period of validity of this Base Prospectus under one or more succeeding Base Prospectus, the Offer Period will finish on the Maturity Date at the latest. The Issuer intends to continue the Offer Period for the Notes after expiry of the</p>

<p>period of validity of the Base Prospectus under a succeeding Base Prospectus. The Issuer reserves the right for any reason to close the Offer Period at any time.</p>
<p><i>Subscription Period:</i> The subscription period starts on 06 September 2024 and will finish on 11 March 2025 (05:00 p.m. local time) (the Subscription Period). The Issuer intends to continue the Subscription Period for the Notes after expiry of the period of validity of the Base Prospectus under a succeeding base prospectus.</p>
<p><i>c. Expenses</i></p>
<p>The total expensed of the issue and/or offer range (subject to the total number of Notes issued) between EUR 200,000 and EUR 980,000. There will be no expenses charged to the investor by the Issuer.</p>
<p>2. Why is this prospectus being produced?</p>
<p><i>a. Use and estimated net amount of the proceeds</i></p>
<p>The estimated net proceeds in connection with the issuance and sale of the Notes amount to up to EUR 9,800,000 (taking into account the minimum cost amount). Safe for the Issuer's entitlement that the Issuer is free to use the proceeds at its own discretion and as the Issuer wishes, the net proceeds from the Notes will be used inter alia (i) for especially the subscription of and increase in the silent partnership and as such a profit share in E-Stream Energy Management GmbH (ii) for especially the subscription of and the increase in the silent partnership and as such a profit share in E-Stream Energy GmbH & Co KG, (iii) for the Issuer's principal activity and/or general funding including the refinancing of existing debt and (iv) the marketing of products of E-Stream Energy GmbH & Co KG.</p> <p>Safe for E-Stream Energy GmbH & Co KG's and E-Stream Energy Management GmbH's (together "E-Stream") entitlement that E-Stream is free to use the proceeds from the silent partnerships at its own discretion and as E-Stream wishes, the amounts received hereunder from the silent partnerships will be utilised inter alia by E-Stream for (i) the further development and production of home and especially industrial energy storage systems up to container size, (ii) stationary automotive (high power) charging hardware, which is currently in development, (iii) E-(Motor)-Bike related batteries and its components, (iv) different types of mobile energy storages for retail and professional users (v) to expand the stock held with production related raw materials and semi-finished products, (vi) to expand the stock of finished products and (vii) the marketing of products.</p>
<p><i>b. Indication of whether the offer is subject to an underwriting agreement on a firm commitment basis, stating any portion not covered</i></p>
<p>Not applicable. The offer of the Notes is not underwritten (neither by way of a firm commitment nor on the basis of a best-effort agreement).</p>
<p><i>c. Indication of the most material conflicts of interest pertaining to the offer or the admission to trading</i></p>
<p>Timberland Capital Management GmbH as well its tied agents (Timberland Finance GmbH & Co. KG), and Timberland Invest Ltd as well its tied agents, (Timberland Finance International GmbH & Co. KG) will receive customary fees and commissions in connection with the sale and distribution of the Notes and therefore have a material interest in the issue/offer. There are no interests of natural and legal persons other than the Distribution Agents involved in the issue, including conflicting ones that are material to the issue.</p>