

BOND ISSUANCE

PRIMEENERGY CAPITAL S.A.

(The Issuer)

Founded October 14th 2014

RCS Luxembourg B 191403

Address: 25A Boulevard Royal

L-2449 Luxembourg

Share capital: € 500,000.00

PROSPECTUS

Up to EUR 5,000,000.00

4,75 %

2018-2028

ISIN XS1775358853

TRANCHE SOLARLUX E

K3 4P

TABLE OF CONTENT

- 1) DEFINITIONS
- 2) NATURE OF THE BOND – OFFER
- 3) NOMINAL AMOUNT
- 4) FORM, DENOMINATION and TITLE
- 5) ISSUE PRICE
- 6) INTEREST
- 7) DURATION OF THE BOND
- 8) PAYMENT OF INTEREST AND PRINCIPAL
- 9) PAYING AGENT, PAYMENTS
- 10) EARLY REDEMPTION - PURCHASES
- 11) GUARANTEES
- 12) SUBORDINATION CLAUSE
- 13) NOTIFICATIONS AND PUBLICATIONS
- 14) PUBLICATIONS OF THE ACCOUNTS AND FINANCIAL STATEMENTS
- 15) QUOTATION
- 16) TRANSFER OF OWNERSHIP OF BONDS
- 17) PRESCRIPTION
- 18) TAXES
- 19) REPRESENTATIONS AND WARRANTIES
- 20) GENERAL ASSEMBLY & REPRESENTATIVE OF THE BONDHOLDERS GROUP
- 21) INFORMATION ABOUT THE COMPANY AND ITS ACTIVITIES
- 22) FUNDING OF THE ACTIVITIES OF THE COMPANY
- 23) THE COMPANY'S MANAGEMENT
- 24) AUDIT OF THE ACCOUNTS OF THE COMPANY
- 25) PARTIAL INVALIDITY
- 26) PREVIOUS DECLARATIONS
- 27) APPLICABLE LAW AND PLACE OF JURISDICTION

145 4

By subscribing to the bonds or buying bonds, bondholders are herewith acknowledging and accepting the terms and conditions below:

1) DEFINITIONS

"Clearstream" means Clearstream Banking, société anonyme, or any successor securities clearing agency;

"Common Depositary" as designated by the ICSD

"Euroclear" means Euroclear Bank, SA/NV or any successor securities clearing agency

"Holder or Bondholder" means the holder of a co-ownership participation or right in the Global Note.

"Issue date" means July 31st 2018

"Issuer" means Prime Energy Capital S.A.

"Maturity date" means July 31st 2028

2) NATURE OF THE BOND – OFFER

The Issuer intends to issue this private bond, without calling public savings, in order to set-up projects in the field of renewable energies, and in particular, to finance photovoltaic solar power plants in Europe.

This source of funding complements the classical banking financing.

The loan also aims at guaranteeing a fixed interest rate for the entire duration of the activity.

3) NOMINAL AMOUNT

The nominal amount of the loan is up to five million euros (€ 5,000,000.00-), as per the terms and conditions listed below. The Euro is hereinafter referred to as the € symbol.

4) FORM, DENOMINATION and TITLE

4.a) Form

Five hundred (500) bearer notes with a nominal value of ten thousand euros (€ 10'000.00-) each.

4.b) ISIN

International Securities Identification Number ("ISIN"): XS1775358853

4.c) Certification

The Notes will be represented by a permanent global bearer note (the "Global Note") without interest coupons. The Global Note shall be deposited with Clearstream Banking SA, Luxembourg or any of its affiliated companies ("Clearstream") or with Euroclear Bank SA/NV or any of its affiliated companies ("Euroclear"), each of them being referred to as the "Clearing System". The Global Note shall only be valid if it bears the signature of two authorized representatives of the Issuer.

K3 4

4.d) Title

Each person who is, for the time being, shown in the records of the Clearing System as the holder of a particular principal amount of these Notes will be treated by the Issuer as a holder of such amount.

5) ISSUE PRICE

The subscription price of the bond (the "Subscription Price") amounts to 100% of its nominal value. The subscription period starts six (6) months prior to the issue date. The Issuer shall collect all Subscription forms. All and each subscriptions must be paid in full within ten (10) calendar days from subscription. Any subscription not paid within sixty (60) days from the date of registration, will be automatically cancelled. The cancellation fee amounts to three hundred euro (300 €) per opened file.

6) INTEREST

The bonds will bear interest as from the Issue date. The Bonds will be provided with coupons payable on July 31st of each year and for the first time on July 31st, 2019. The rate is fixed at four point seventy-five percent (4.75%) per annum. The interests are calculated on a 360/360 basis per annum.

7) DURATION OF THE BOND

The Bond is issued for a period of ten (10) years starting from the Issue date.

8) PAYMENT OF INTEREST AND PRINCIPAL

8.a. Reimbursement

The Issuer will reimburse the Bond on the Maturity Date, at par value. If the Maturity Date is not a banking day, the Bond will be repaid the next banking day. The Bondholder shall not be entitled to require interest on late payments.

8.b. Refund procedure

Any amount payable to Bondholders, and not claimed by them, will be held for them by the Issuer, without bearing interest, and without prejudice to the legal and special provisions described in § 17, relating to the prescription of their rights.

9) PAYING AGENT, PAYMENTS

9.a Paying Agent.

Banque Internationale à Luxembourg SA (BIL) shall be appointed as Paying Agent.

KB 4

9.b Variation or Termination of Appointment.

The Issuer is entitled to terminate the appointment of the Paying Agent. In the event of such termination or the appointed Paying Agent being unable or unwilling to continue to act as Paying Agent, the Issuer shall appoint a person or an entity as Paying Agent provided that the newly appointed Paying Agent at least meets the quality and security standards of the Paying Agent set out in Paragraph (9.a). The Issuer shall at all times maintain a Paying Agent, which must be a credit institution having its registered office or having a branch within the European Union. Any termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall take immediate effect) if not less than thirty (30) nor more than forty-five (45) days' prior notice thereof has been given to the Holders in accordance with Section 13 of these Terms and Conditions.

9.c Agents of the Issuer.

The Paying Agent acts solely as agent of the Issuer and does not assume any obligations towards the Holders. No relationship of agency or trust shall be constituted between the Paying Agent and the Holders.

9.d Payments by the Issuer.

The Issuer irrevocably undertakes to pay, as and when due, all amounts payable pursuant to these Terms and Conditions of the Notes in the issue currency. Payments of all amounts payable pursuant to these Terms and Conditions will be made against presentation, and in case of the last payment, against surrender of the global Note to the Paying Agent for transfer to the Clearing System or pursuant to the Clearing System's instructions for credit to the relevant accountholders of the Clearing System.

9.e Discharge.

Payment to the Clearing System or pursuant to the Clearing System's instruction shall release the Issuer from its payment obligations under the Notes in the amount of such payment.

9.f Payments free of Charge.

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Section 18 of these Terms and Conditions. No commission or expense shall be charged to the Holders in respect of such payments claims of the respective Holders against the Issuer shall cease.

10) EARLY REDEMPTION – PURCHASES

10.a As from the eight (8th) year, that is as from August 1st, 2026, the Issuer reserves the right at any time, and at its sole discretion, to redeem or to let redeem the Bond, or fractions of it, for his own account, and to cancel the Bond or its fraction redeemed, without prejudice to the applicable legal provisions, subject to the payment of interest due and subject to a notification to the bondholders through the Clearing System.

10.b Any amount payable to the holders of the Bond and not claimed by them will be held for them by the Issuer without bearing interest, and without prejudice to the legal and special provisions described in § 17, relating to the prescription of their rights.

10.c As from the eight (8th) year, that is as from August 1st, 2026, the Issuer may at any time purchase Notes in the open market or otherwise at any price in accordance with applicable laws (if any). The Notes

143 4

so purchased, while held by or on behalf of the Issuer do not entitle the holder to vote at any meetings of the Bondholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Bondholders. Such Notes may be resold by the Issuer.

11) GUARANTEES

The bonds are not protected by any special guarantees.

12) SUBORDINATION CLAUSE

The Bond Loan is insofar subordinated meaning that the bondholders abandon irrevocably their rights to equal treatment with other secured creditors of the Issuer in case of insolvency. Accordingly, the bondholders agree that in the case of insolvency, the Issuer is not required to pay back the Bond and the interests thereon, dividends or any other form of distribution to holders of the Issuer before all other secured creditors of the Issuer have been paid back or that the necessary amounts to repay them have been duly secured.

13) NOTIFICATIONS & PUBLICATIONS

The bondholders will be notified through the Clearing System.

14) PUBLICATION OF THE ACCOUNTS AND FINANCIAL STATEMENTS

The annual and interim financial statements will be available to the bondholders at the company's address, either during the five (5) days preceding the General Assembly of the bondholders, or during the ten (10) days prior to the annual General Assembly of the statutory shareholders of the Issuer on presentation of their annual coupon and / or on proof of ownership of registered Bonds under section. The financial year ends December 31st.

15) QUOTATION

None

16) TRANSFER OF OWNERSHIP OF BONDS

Subject to applicable legal and regulatory provisions on transferability of securities, the bond will be freely negotiable. A bondholder is free to sell the bond or the partial subscription of it to a third party.

The Company cannot be held responsible for any dispute among bondholders.

17) PRESCRIPTION

The coupons are prescribed after three years from maturity, the bonds after five years from maturity date.

153 4

18) TAXES

18.a Additional Amounts.

All amounts payable in respect of the Notes shall be made without withholding or deduction at the source for or on account of any present or future taxes or other duties or charges of whatever nature imposed or levied by or within, or for the account of, the Relevant Jurisdictions or by, or for the account of, any political subdivision or any tax authority of or within the Relevant Jurisdictions, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts (the "**Additional Amounts**") as shall be necessary so that the net amounts received by the Holders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been received by the Holders in the absence of such withholding or deduction.

18.b Exemption.

No Additional Amounts shall be payable pursuant to paragraph 18.a above with respect to taxes, duties or governmental charges

(a) are to be paid on any payments of principal and interest under the Notes otherwise than by withholding or deduction at the source; or

(b) for which the Holder is liable because of a connection with the Relevant Jurisdictions other than the mere fact of his being the holder of the Notes;

(c) to which the Holder would not be subject if he had presented his Notes for payment within thirty (30) days from the due date for payment, or, if the necessary funds were not provided to the Paying Agent when due, within 30 days from the date on which such funds are provided to the Paying Agent and a notice to that effect has been published in accordance with Section 13 of these Terms and Conditions;

(d) which would not be payable if the Notes had been kept in safe custody with, and the payments had been collected by, a credit institution;

(e) which are deducted or withheld by a Paying Agent, if the payment could have been made by another Paying Agent without such deduction or withholding; or

(f) which are deducted or withheld pursuant to any international treaty or understanding relating to such taxation and to which the Relevant Jurisdictions is party or any provision of law implementing or complying with, or introduced to conform with, such treaty or understanding.

The Paying Agent has to provide evidence to the Holders that the requirements pursuant to this provision are met.

18.c Tax Returns

The Bondholder is liable to income tax on the interest received and capital gains on disposal of the bond, according to the legal provisions now and then in force in his tax domicile. It is the responsibility of the tax-payers to file tax returns and pay taxes due in their respective country of tax residence. The bonds are liable to tax on wealth for tax residents in Luxembourg in accordance with Luxembourg legal provisions governing the tax on wealth.

153 41

19) REPRESENTATIONS AND WARRANTIES

Bondholders and the Issuer (collectively, the "Parties" and individually a "Party") give each other the following representations and warranties, which are all true and fair items at this point in time:

- i. Each Party has the right, power, ability, authority, and has taken all the steps that are required to participate in the issuance of bonds and to fulfill the related obligations. The issue is validly concluded by each party and constitutes a valid and binding engagement for each Party;
- ii. the performance of the obligations in the context of the issuance of the bonds by each Party does not violate any law to which the parties are liable, nor any provision of their statutes or any contractual obligations stipulated by their statutes;
- iii. there is no claim, action, no litigation or proceeding that is pending, the adverse consequences thereof could affect the validity or enforceability of the issuance of the Bonds, or adversely affect the ability of the Parties to fulfill their obligations arising therefrom;
- iv. Bondholders declare that they are aware of applicable anti-money laundering provisions and they act in compliance with them. As such, they solemnly declare that the funds used to purchase the Bonds do not come from origins prohibited by anti-money laundering provisions.

20) GENERAL ASSEMBLY & REPRESENTATIVE OF THE GROUP OF BONDHOLDERS

The Issuer may at any time convene a General Meeting of Bondholders provided he respects the formal requirements and legal deadlines.

Pursuant to section 67 of the Act of August 10, 1915 and its amendments, the group of bondholders may be represented by a representative. He is designated at the subscription or by General Assembly of Bondholders.

Bondholders representing at least forty (40%) of the bonds issued may convene a General Assembly of Bondholders provided they respect the formal requirements and legal deadlines.

21) INFORMATION ABOUT THE COMPANY AND ITS ACTIVITIES

The Issuer is a company founded in October 14, 2014 with a capital of five hundred thousand Euro (€ 500,000.-). It aims at: engineering, development and investment in the Cleantech sector both nationally and internationally, particularly in the field of renewable energy, solar photovoltaic, solar thermal, wind power, water power; construction and alteration of buildings, purchase, sale, management and administration and development of real or personal properties.

The main office of the Issuer is located at L-2449 Luxembourg, 25A Boulevard Royal, Forum Royal.

22) FUNDING OF THE ACTIVITIES OF THE COMPANY

The relationship between financial partners, managers and employees are established in a spirit of partnership and reflected in an open and transparent accounting fostering dialogue. The activities of the company are funded as follows:

153 4

- By the capital equity: five hundred thousand euros (500,000.00 €);
- By a first (1st) and second (2nd) Bond issued for an amount of two million two hundred and eighty thousand euros (EUR 2,280,000.00);
- By a third (3rd) Bond issued for an amount of four hundred and fifty thousand Swiss franc (CHF 450,000.00);
- By a fourth (4th) and new Bond issue (Solarlux D) amounting to five million euros (EUR 5,000,000.00);
- By a fifth (5th) and new Bond issue (Solarlux E) amounting to five million euros (EUR 5,000,000.00);
- By bank loans and mortgages raised for each other subsidiaries' projects;
- There are neither participation certificates nor profit sharing certificates issued. All shares have the same rights.

The Bonds and the coupons of the bond represent a direct, unsecured, irrevocable and subordinated obligation of the Issuer and are on a par with all other direct, unsecured and subordinated obligations of the Issuer.

23) THE COMPANY'S MANAGEMENT

- Directors: Mr. Laurin Fäh, Mr. Khalid Belgmimi and Mr. Bernard Zimmer.

24) AUDIT OF THE ACCOUNTS OF THE COMPANY

The annual accounts of the Issuer will be reviewed by an auditor whose report must be approved by statutory Annual General Assembly of the shareholders.

The auditor is appointed and dismissed by the shareholders of the Issuer.

The company BEFAC Fiduciaire Sàrl (RCS Luxembourg: B45066), registered with the Institute of Chartered Accountants of Luxembourg was appointed Statutory Auditor at the 1st GA held on 14th of October 2014.

25) PARTIAL INVALIDITY

If any provision of the terms and conditions of this prospectus is declared invalid, such invalidity shall not affect the validity of the remaining provisions of this prospectus. However, if this clause affects the nature or the balance of the terms and conditions of this prospectus, the Parties shall endeavor to negotiate in good faith a valid clause similar in effect in replacement of the invalid clause.

26) PREVIOUS DECLARATIONS

These terms and conditions constitute a complete, fair and exhaustive restitution of the reciprocal commitments arising between the Parties, and hereby cancel any previous agreement, formally renouncing access to any discussions or negotiations that preceded the signing of the present agreement.

193 04

27) APPLICABLE LAW AND PLACE OF JURISDICTION

This bond-issue is governed by Luxembourg laws.

Any dispute between the Bondholders on the one hand, and the Issuer on the other hand, which cannot be settled amicably, shall be submitted to the Luxembourg Courts.

193 4

BOND ISSUE
Up to EUR 5,000,000.- 4,75%
2018-2028 ISIN XS1775358853
TRANCHE SOLARLUX E

PRIMEENERGY CAPITAL (LUXEMBOURG) S.A.

(The Issuer)

RCS Luxembourg B191403

Address: 25A Boulevard Royal, L-2449 Luxembourg

SUBSCRIPTION

The undersigned declares:

- To subscribe to _____ (____)notes of ten thousand euros (€ **10'000.00**) each;
- To pay the subscription fees for an amount of **five per cent (5%)**;
- To pay within ten (10) days from reception of the payment slip that shall be sent by return mail the full subscription price;
- That(s) he has read the prospectus, that the information it contains is clear and that (s)he acknowledges and confirms to be sufficiently informed.

Name: _____

First Name: _____

I.C./Passport/C.R. N°: _____

Date _____ Place : _____

In addition, THE SUBSCRIBER DECLARES TO BE A WELL INFORMED INVESTOR, NAMELY, either:

- ✓ INSTITUTIONAL INVESTOR and/or
- ✓ PROFESSIONAL INVESTOR and/or
- ✓ A PRIVATE INVESTOR WELL INFORMED THAT MEETS ONE OR MORE OF THE FOLLOWING CONDITIONS:

(i) DECLARES TO BE A WELL INFORMED INVESTOR BY RETURNING THE DECLARATION ATTACHED AND/OR (ii) SUBSCRIBES TO A MINIMUM AMOUNT OF 125'000 EUROS AND/OR (iii) PROVIDES A REFERENCE LETTER ISSUED BY AN ACTOR OF THE FINANCIAL/ WEALTH MANAGEMENT, PURSUANT TO DIRECTIVES 93/22/EEC AND 2001/107/EC, CERTIFYING HIS (HER) SUFFICIENT EXPERTISE, EXPERIENCE AND KNOWLEDGE TO ASSESS ADEQUATELY THE RISK OF INVESTMENT.

Authorised signature(s) :

145 4