

**Prospectus**  
**for the public offer of**  
**SUN INVEST REGISTERED EURO BOND 2022 - 2047**  
**by**  
**Sun Invest AG**

Sun Invest AG, with its registered office in FL-9496 Balzers, Landstrasse 15, Principality of Liechtenstein (the “**Issuer**”) is issuing a registered bond with an aggregate nominal amount of up to EUR 144,000,000.00 (“**Aggregate Nominal Amount**”), which is divided into 150,000,000 registered, fixed-interest bonds with a nominal amount of EUR 0.96 per bond and with a term of twenty-five years (the “**Bonds**”). The Bonds constitute direct, unsecured obligations of the Issuer, ranking pari passu among themselves. The minimum subscription amount will be EUR 1,000.00.

The Bond offers a step-up interest rate of 5 % per annum (**p.a.**) to 7 % p.a. The interest rate will increase (“**step-up**”) over the duration of the term of the Bonds in accordance with a predetermined schedule. The Bonds shall initially bear interest on their Aggregate Nominal Amount at a rate of 5.00 % p.a., commencing on the Issue Date/First Value Date. Depending on the duration of the term of the Bonds, the interest rate will be increased in periodic intervals as follows: after a term of the Bonds of 7 years, the interest rate will be increased to 5.50 % p.a.; after a term of 10 years, the interest rate will be increased to 6.00 % p.a.; after a term of 15 years, the interest rate will be increased to 6.50 % p.a. and after a term of 20 years, the interest rate will be increased to 7.00 % p.a. Increased interests will only be applicable with regard to future Interest Periods (as defined below) but not with regard to previous Interest Periods (as defined below).

The Bonds are payable for the first time on 1 September 2022 (the “**First Value Date**”), thereafter on each first or fifteenth day of each calendar month (each a “**Further Value Date**”, “**Further Value Date**” and “**First Value Date**”, collectively “**Value Date**”).

For the purpose of calculating the amount of annual interests, an interest period shall be the period from the First Value Date (including) or any relevant Further Value Date (including) up to 31 August 2023 (including) (“**First Interest Period**”) and thereafter from the 1 September of each year (including; hereinafter, “**Virtual Interest Payment Date**”) until the 31 August of each year (including) (“**Further Interest Period**”; “**First Interest Period**” and “**Further Interest Period**” collectively, an “**Interest Period**”).

If investors subscribe for Bonds on any Further Value Date during the First Interest Period (hence, a day other than 1 September 2022), such investors shall only receive interest on a pro rata basis for the remaining period in that First Interest Period.

**Investors must be aware that they will not receive any interest during the term of the Bonds.**

Payments of interest in relation to the Bonds will not be made during the term of the Bonds. The Issuer will pay compound interest of 5.00 % p.a. to 7.00 % p.a. on accrued and unpaid interest to holders of Bonds (the “**Bondholders**”, and each of them a “**Bondholder**”). Accordingly, the amount of annual interest yield for an Interest Period shall be computed after expiry of such Interest Period and shall be added to the nominal amount of subscribed Bonds on each Virtual Interest Payment Date until maturity of the Bonds. Hence, future interest under the Bonds will be paid on both the initial capital (the nominal amount of subscribed Bonds) and the interest that has accumulated from previous years. The interest rate of the compound interest corresponds with the interest rate, which is applicable for the interest to be computed with respect to the nominal amount of subscribed Bonds. Compound interest will also be payable at the time of repayment of the nominal amount with respect to subscribed Bonds.

Interest payments will be made as a bullet payment (**Bullet Maturity**); hence, Bondholders shall receive interest payments only at the end of the term of the Bonds at Maturity Date, or – if the Bonds are repurchased by the

Issuer or terminated prior to the end of the term – at the time of repayment of the nominal amount of the Bonds. Bondholders must be aware that they will not receive any interest payments during the term of the Bonds.

The rights attached to the Bonds are based on the terms and conditions attached hereto as **annex I ("Terms and Conditions")**. The term of the Bonds shall end on 31 August 2047. In case of an event of default, as defined in the Terms and Conditions, each Bondholder shall be entitled to give notice to the Issuer that their respective Bonds are immediately due and repayable (and their Bonds shall thereby become so due and repayable) at their nominal amount together with accrued and unpaid interest.

If (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Principality of Liechtenstein or any political subdivision or any taxing authority thereof or therein, or (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), or (iii) any generally applicable official interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs from the previous generally accepted position is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date of the Bonds and as a consequence taxes, fees or other charges are imposed on any payments to be made by the Issuer with respect to principal or interest on these Bonds by way of withholding or deduction at the source and the Issuer is required to pay Additional Amounts (as defined in clause 9 of the Terms and Conditions), the Issuer may, at its option, redeem all, but not some only, of the Bonds then outstanding at 100 per cent. of their nominal amount together with any accrued and unpaid interest subject to a notice period of at least 30 days. Such early redemption shall be effected by means of a notice in accordance with clause 16 of the Terms and Conditions, whereby such early redemption shall take effect 30 days after notice of early redemption in accordance with clause 16 of the Terms and Conditions.

The Bonds are governed by, and will be construed in accordance with, the laws of Austria.

The Bonds will neither be represented by a global note nor will they be included in a clearing system. Instead, physical certificates ("**Certificate**" or "**Certificates**") will be issued with respect to the Bonds (which may be deposited with the Issuer at the request of a Bondholder). If a Bondholder decides against depositing the Certificate with respect to subscribed Bonds with the Issuer, such Bondholder will receive the Certificate by mail within 10 Business Days after the date of the Subscription Agreement. Currently, the Issuer does not intend to submit an application for admission of the Bonds to be traded on a Regulated Market or to submit a request for inclusion of the Bonds to be traded on a Multilateral Trading Facility (MTF), an Organised Trading Facility (OTF) or any other trading venue in the European Union, or outside thereof.

The Bonds will be publicly offered in the Principality of Liechtenstein, in Austria, Bulgaria, Croatia, the Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland (the "**Offer**") in the period from presumably 13 August 2022 (including) to 12 August 2023 (including) (the "**Offer Period**").

This prospectus (the "**Prospectus**") has been prepared under the laws of Liechtenstein in compliance with the requirements set out in the "Act regarding the implementation of Regulation (EU) 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market" (*EWR-Wertpapierprospekt-Durchführungsgesetz*; "**EWR-WPPDG**") as well as "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" (the "**Prospectus Regulation**"), "Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004" ("**Commission Delegated Regulation (EU) 2019/980**") and "Commission Delegated Regulation (EU) 2019/979 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council with regard to regulatory technical standards on key financial information in the summary of a prospectus, the publication and classification of prospectuses, advertisement of securities, supplements to a prospectus, and the notification

portal, and repealing Commission Delegated Regulation (EC) No 382/2014 and Commission Delegated Regulation (EU) 2016/301” (“**Commission Delegated Regulation (EU) 2019/979**”).

This Prospectus has been prepared in accordance with the Prospectus Regulation (Parts 2 (Summary) and 4 (Risk Factors)) and in accordance with Annexes 6 (Part 5; Registration Document for retail Non-Equity Securities), 14 (Part 6; Securities Note for Retail Non-Securities) and 22 (Part 7; Consent to the Use of the Prospectus) of Commission Delegated Regulation (EU) 2019/980 and complies with the EWR-WPPDG.

This Prospectus has been filed with the Financial Market Authority Liechtenstein (“**FMA Liechtenstein**”) as the competent authority responsible for the approval of this Prospectus pursuant to Article 9 EWR-WPPDG in connection with Article 31 of the Prospectus Regulation. This Prospectus has been approved by the FMA Liechtenstein and has been notified by the FMA Liechtenstein with the competent supervisory authorities in the Offer States (save for Liechtenstein and Switzerland). In Switzerland the Prospectus has been approved in accordance with the Financial Services Act (*Finanzdienstleistungsgesetz, FIDLEG*).

Following its approval, the Prospectus was deposited with the FMA Liechtenstein, made available to the ESMA via the FMA Liechtenstein and published in electronic form on the website of the Issuer at <https://www.suninvestag.com/euro-bond-2022>. The FMA Liechtenstein only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the FMA Liechtenstein should not be considered to be an endorsement of the Bonds or of the Issuer. Investors should make their own assessment as to the suitability of investing in the Bonds. This document constitutes a “prospectus” and has been drawn up as a single document for the purpose of Article 6 para 3 of the Prospectus Regulation.

THE CONTENT OF THE INFORMATION PROVIDED IN THIS PROSPECTUS WAS NOT EXAMINED BY THE FMA LIECHTENSTEIN UNDER THE CORRESPONDING LEGAL PROVISIONS.

Pursuant to Article 23 of the Prospectus Regulation, every significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus which may affect the assessment of the Bonds and which arises or is noted between the time when the Prospectus is approved and the closing of the Offer Period or the time when trading on a regulated market begins, whichever occurs later, shall be mentioned in a supplement to the Prospectus (amending or supplementing information) without undue delay, which supplement to the Prospectus shall be filed with the FMA Liechtenstein for approval. After having been approved by the FMA Liechtenstein, the Issuer shall publish a supplement in accordance with at least the same arrangements as were applied when the Prospectus was published in accordance with Article 21 of the Prospectus Regulation. A supplement to this Prospectus shall be notified by the FMA Liechtenstein (upon request of the Issuer) with the competent supervisory authorities in the Offer States (save for Liechtenstein and Switzerland). In Switzerland a supplement to the Prospectus shall be approved in accordance with the Financial Services Act (*Finanzdienstleistungsgesetz, FIDLEG*). The summary, and any translations thereof, shall also be supplemented, where necessary, to take into account the new information included in the supplement.

**This Prospectus is valid for 12 months from its date of approval, provided that it is completed by any supplement pursuant to Article 23 of the Prospectus Regulation, in case of the occurrence of any significant new factor, material mistake or any material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Bonds. The obligation to supplement the Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply after such date when this Prospectus is no longer valid.**

The Issuer shall be entitled to increase or reduce the Aggregate Nominal Amount at any time, in which case a supplement to this Prospectus in accordance with article 23 of the Prospectus Regulation shall be prepared and submitted to the FMA Liechtenstein for approval.

Neither this Prospectus nor any financial statements or any other information being provided herein in connection with the offer of the Bonds is intended to be the basis of any credit or other evaluation and should not be considered to be a recommendation by the Issuer to any recipient of this Prospectus with regard to an

investment in the Bonds. Each investor contemplating to purchase Bonds should make its own independent investigation of the financial condition, the affairs, the prospects and the creditworthiness of the Issuer.

Potential investors are recommended to read the Prospectus before making an investment decision in order to fully understand the potential risks and rewards associated with the decision to invest in the Bonds. Investors should consider and take into account that an investment in the Bonds involves risks, and that if certain risks, in particular those described in the chapter "Risk Factors", do materialise, investors may lose the entire funds invested in the Bonds or an essential part thereof at the very least.

An investor should only make an investment decision following a thorough analysis (including an individual economic, legal and tax analysis) before making an investment in the Bonds, since any evaluation of the adequacy or suitability of an investment in the Bonds is depending on individual circumstances of each investor, such as knowledge, experience in the field of investing, the ability to bear losses, the corresponding willingness to take risks (risk tolerance) as well as the investment objectives and structure of an investment.

In general, investors should purchase Bonds or financial instruments as part of a wider financial strategy instead of a stand-alone investment. An investment in the Bonds is very risky. Therefore, investors are advised to invest only a small part of their available funds in the Bonds, but not their whole funds or funds that are, have been or will be borrowed. There is no warranty that the return on the Bonds (if any) exceeds the interests charged on borrowed funds. Bonds are suitable only for investors who have well-founded knowledge with respect to such kinds of investments, are able to assess the risks involved in such investment and are able to bear any losses involved with an investment in the Bonds.

#### **Representation**

No person has been authorised by or on behalf of the Issuer to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by, or on behalf of, the Issuer. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the Offer of any of the Bonds shall, under any circumstances, constitute a representation or create any implication that there has not been any change or any event reasonably likely to involve any change, in the condition (financial or otherwise) of the Issuer or the information contained herein since the date hereof, or that the information contained herein is correct as at any time subsequent to the date of this Prospectus. No person other than the Issuer makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information which is contained in this Prospectus.

#### **Selling Restrictions**

The Bonds will be publicly offered in the Principality of Liechtenstein, the Republic of Austria, Bulgaria, Croatia, the Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland ("**Offer States**"). No action has been taken by the Issuer which would permit a public offering of the Bonds or distribution of this Prospectus outside of an Offer State. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the Bonds to any person that is not resident in any of the Offer States. Other than with respect to offers of Bonds in any of the Offer States, the Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any investors in the European Economic Area ("**EEA**") unless such offer is being made in the course of a transaction that does not involve a public offering and/or that is exempt from the obligation to publish a prospectus in accordance with Article 1 para 4 of the Prospectus Regulation. Neither this Prospectus nor any part of it constitutes an offer, or may be used for the purpose of an offer to sell any of the Bonds, or a solicitation of an offer to buy any of the Bonds, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or might be unlawful. The distribution of this Prospectus and the offer, sale and delivery of the Bonds in certain jurisdictions may be restricted by law. Neither this Prospectus nor any advertisement nor any other offering material or information relating to the Bonds may be distributed or published in any jurisdiction, except under circumstances that will result to be in compliance with applicable laws and regulations. Persons into whose

possession this Prospectus (or any part of it) may come are required by the Issuer to inform themselves about, and to observe, any such restrictions.

The Bonds have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or the “**Blue Sky**” Laws of any state of the United States or other jurisdiction and the Bonds, may not be offered, sold or delivered within the United States or to, or for the account or benefit of, **U.S. persons** (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. The Bonds are being offered for sale outside the United States in accordance with Regulation S under the Securities Act. Neither the United States Securities and Exchange Commission, nor any state securities commission or any other regulatory authority of the United States of America, has approved or disapproved the Bonds or determined that this Prospectus is truthful or complete. Any representation to the contrary may be a criminal offence.

### **Forward-looking statements**

This Prospectus contains statements that are, or may be deemed to be, forward-looking (“**Forward-Looking Statements**”). Forward-Looking Statements, including estimates, any other projections or forecasts in this Prospectus, are necessarily speculative and subjective in nature and some or all of the assumptions underlying the projections may not materialise or may vary significantly from actual results. In some cases, these Forward-Looking Statements and subjective assessments can be identified by the use of forward-looking terminology, including words such as “*intend(s)*”, “*aim(s)*”, “*expect(s)*”, “*will*”, “*may*”, “*believe(s)*”, “*should*”, “*anticipate(s)*” or, in each case, their negative or other variations or comparable terminology or by discussions of strategies, plans, objectives, goals, future events and intentions including all matters that are not historical facts. Forward-Looking Statements may be used on several occasions in this Prospectus and include statements regarding intentions, beliefs or current expectations concerning, among other things, the results of operations, financial condition, liquidity, prospects, growth, strategies and the fields in which the Issuer, Sun Contracting AG or any of the Group Companies operate. Such statements and assessments are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such Forward-Looking Statements. This is due to the fact that Forward-Looking Statements involve known and unknown risks and uncertainties because they relate to events, and depend on circumstances, that may or may not occur in the future. Readers of this Prospectus are cautioned not to place undue reliance on these Forward-Looking Statements and subjective assessments, which speak only as of the date of this Prospectus and are based on assumptions that may prove to be inaccurate. Forward-Looking Statements are not guarantees of future performance whatsoever. No person undertakes any obligation to update or revise any Forward-Looking Statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

### **Interpretation**

Words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the same meanings as those set out in the section headed “**Glossary**”. All references in this Prospectus to Euro, euro, EUR or € are to the lawful currency of the Member States of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union.

All references in this Prospectus to CHF are to the lawful currency of Switzerland.

All references to the “**Sun Contracting Group**” are to Sun Contracting AG and its affiliates and subsidiaries (Sun Contracting AG and each of them a “**Group Company**” and collectively “**Group Companies**”) taken as a whole.

The term “**fixed interest rate**” shall have the meaning: the holder of Bonds shall receive a predetermined interest pattern on the nominal amount of the Bonds. The interest rate in the Interest Periods will be constant throughout their respective periods (hence, the interest rate on the Bonds is not linked to, and does not fluctuate based on, an underlying benchmark or index).

Certain figures included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

The language of this 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. The content of any websites included or referred to in this Prospectus is for information purposes only and does not form part of this Prospectus and has not been scrutinised or approved by the competent authority.

#### **PRIIPS Regulation**

The purpose of regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) on key information documents for packaged retail and insurance-based investment products (“**PRIIP**”) is to enhance transparency of PRIIPs and to ensure that retail investors receive clear, comparable and non-misleading information on the relevant products (key information document) prior to the subscription of a PRIIP. A PRIIP is defined as (i) an investment where the amount repayable to a retail investor is subject to fluctuations because of exposure to reference values or to the performance of one or more assets which are not directly purchased by a retail investor (packaged retail investment product) or (ii) an insurance product which offers a maturity or surrender value and where that maturity or surrender value is wholly or partially exposed, directly or indirectly, to market fluctuations (insurance-based investment product). The Bonds have a fixed rate of interest and the redemption amount is fixed as described in this Prospectus. Accordingly, no key information document pursuant to Regulation (EU) No 1286/2014 has been prepared by the Issuer.

Balzers, July 2022

## TABLE OF CONTENTS

1	GLOSSARY .....	9
2	SUMMARY.....	13
3	RISK FACTORS .....	20
3.1	RISKS RELATED TO THE ISSUER.....	21
3.2	RISKS RELATED TO THE ISSUER'S BUSINESS.....	24
3.3	RISKS RELATED TO THE BONDS.....	40
4	REGISTRATION DOCUMENT FOR RETAIL NON-EQUITY SECURITIES.....	44
4.1	PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL.....	44
4.2	STATUTORY AUDITORS .....	44
4.3	RISK FACTORS.....	45
4.4	INFORMATION ABOUT THE ISSUER.....	45
4.5	BUSINESS OVERVIEW .....	50
4.6	ORGANISATIONAL STRUCTURE .....	53
4.7	TREND INFORMATION .....	57
4.8	PROFIT FORECASTS OR ESTIMATES .....	58
4.9	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES .....	58
4.10	MAJOR SHAREHOLDERS.....	60
4.11	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES.....	62
4.12	ADDITIONAL INFORMATION.....	76
4.13	MATERIAL CONTRACTS.....	78
4.14	DOCUMENTS AVAILABLE .....	78
5	SECURITIES NOTE FOR RETAIL NON-EQUITY SECURITIES .....	79
5.1	PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL.....	79
5.2	RISK FACTORS.....	80
5.3	ESSENTIAL INFORMATION .....	80
5.4	INFORMATION CONCERNING THE SECURITIES TO BE OFFERED TO THE PUBLIC/ADMITTED TO TRADING.....	81
5.5	TERMS AND CONDITIONS OF THE OFFER OF SECURITIES TO THE PUBLIC .....	91
5.6	ADMISSION TO TRADING AND DEALING ARRANGEMENTS.....	96
5.7	ADDITIONAL INFORMATION.....	97
6	CONSENT TO THE USE OF THE PROSPECTUS.....	98
7	RESPONSIBILITY FOR INFORMATION .....	100

8	ANNEX I : TERMS AND CONDITIONS .....	102
9	ANNEX II: ANNUAL FINANCIAL STATEMENTS OF THE ISSUER AS OF 31 DECEMBER 2021 .....	111
10	ANNEX III: CASH FLOW STATEMENT OF THE ISSUER 2021 .....	118
11	ANNEX IV: ANNUAL FINANCIAL STATEMENTS OF SUN CONTRACTING AG AS OF 31 DECEMBER 2018 ... .....	120
12	ANNEX V: CASH FLOW STATEMENT OF SUN CONTRACTING AG 2018 .....	129
13	ANNEX VI: ANNUAL FINANCIAL STATEMENTS OF SUN CONTRACTING AG AS OF 31 DECEMBER 2019 ... .....	131
14	ANNEX VII: CASH FLOW STATEMENT OF SUN CONTRACTING AG 2019 .....	140
15	ANNEX VIII: ANNUAL FINANCIAL STATEMENTS OF SUN CONTRACTING AG AS OF 31 DECEMBER 2020 . .....	142
16	ANNEX IX: CASH FLOW STATEMENT OF SUN CONTRACTING AG 2020.....	150



## 1 GLOSSARY

Words and expressions defined in the Prospectus and in the “Terms and Conditions” as attached hereto as annex I or elsewhere in this Prospectus shall have the same meanings as in this overview:

<b>Aggregate Nominal Amount of the Bonds</b>	up to EUR 144,000,000.00
<b>Austrian Capital Market Act</b>	Kapitalmarktgesetz (KMG)
<b>Austrian Securities Supervision Act of 2018</b>	Wertpapieraufsichtsgesetz 2018 (WAG 2018)
<b>“Blue Sky” Laws</b>	Term used to refer to the body of state securities laws of an individual state of the United States of America.
<b>Bondholders, Bondholder</b>	Investor(s) that has (have) purchased and is holding (are holding) Bonds.
<b>Bonds</b>	Direct and unsecured obligations of the Issuer, ranking pari passu among themselves with an aggregate nominal amount of up to EUR 144,000,000.00, divided into 150,000,000 registered, fixed-interest bonds with a nominal amount of EUR 0.96 per bond and a term of twenty-five years (Sun Invest Registered Euro Bond 2022 - 2047).
<b>Bullet Maturity</b>	The entire principal of the Bonds, Interest and Compound Interest are due and payable on Maturity Date or in the event of a termination or repurchase of Bonds by the Issuer prior to the end of the term (Early Redemption Date).
<b>Business Day(s)</b>	a day (other than a Saturday or a Sunday) on which banks are open for general business in Liechtenstein.
<b>Capital Investments</b>	Capital Investments ( <i>Vermögensanlagen</i> ) in the sense of the German Capital Investment Act ( <i>Vermögensanlagengesetz</i> )
<b>Commission Delegated Regulation (EU) 2019/980</b>	Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004.
<b>Commission Delegated Regulation (EU) 2019/979</b>	Commission Delegated Regulation (EU) 2019/979 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the

	<p>Council with regard to regulatory technical standards on key financial information in the summary of a prospectus, the publication and classification of prospectuses, advertisement of securities, supplements to a prospectus, and the notification portal, and repealing Commission Delegated Regulation (EC) No 382/2014 and Commission Delegated Regulation (EU) 2016/301.</p>
<b>Compound Interest</b>	<p>In addition to the payment of Interest on the Bonds, Bondholders shall receive compound interest of 5.00 % to 7.00 % (depending on the term) per annum on accrued and unpaid interest, which will also be payable at the time of repayment of the nominal amount with regard to subscribed Bonds. Accordingly, the amount of yearly interest income is computed at the end of an Interest Period (as defined below) and added to the nominal amount of subscribed Bonds. Hence, future interest under the Bonds will be paid on both the initial capital (the nominal amount of subscribed Bonds) and the interest that has accumulated from previous years. The interest rate of the Compound Interest corresponds with the interest rate which is applicable for the interest to be computed with respect to the nominal amount of subscribed Bonds.</p>
<b>Early Redemption Date</b>	<p>a day (other than Maturity Date) on which Bonds are to be redeemed (e.g. in the wake of a termination)</p>
<b>EEA</b>	<p>European Economic Area.</p>
<b>EWR-Wertpapierprospekt-Durchführungsgesetz (EWR-WPPDG)</b>	<p>Act of the Principality of Liechtenstein regarding the implementation of Regulation (EU) 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market.</p>
<b>Financial Services Act of Switzerland</b>	<p>Finanzdienstleistungsgesetz</p>
<b>First Value Date / Issue Date</b>	<p>1 September 2022.</p>
<b>FMA Liechtenstein</b>	<p>Financial Market Authority of the Principality of Liechtenstein</p>
<b>Forward-Looking Statements</b>	<p>Term used to estimate future events or use future events as expectations or possibilities.</p>
<b>Further Value Date</b>	<p>The first and fifteenth day of each month after the First Value Date.</p>
<b>German Capital Investment Act</b>	<p>Gesetz über Vermögensanlagen (Vermögensanlagengesetz)</p>

<b>Group Companies</b>	Sun Contracting AG and its subsidiaries and affiliates
<b>Interest</b>	The Bonds shall bear interest on their aggregate nominal amount at a rate of 5.00 % per annum. Depending on the term with respect to the Bonds, the Issuer will also pay increased interests to Bondholders in accordance with a predetermined schedule. Such interests will be increased in periodic intervals. After a term of 7 years, the interest rate will be increased to 5.50 % p.a.; after a term of 10 years, the interest rate will be increased to 6.00 % p.a.; after a term of 15 years, the interest rate will be increased to 6.50 % p.a. and after a term of 20 years, the interest rate will be increased to 7.00 % p.a. Increased interests will only be applicable with regard to future Interest Periods but not with regard to previous Interest Periods.
<b>Interest Period</b>	An interest period shall be the period from the First Value Date (including) or any relevant Further Value Date (including) up to 31 August 2023 (including) (" <b>First Interest Period</b> ") and thereafter from the 1 September of each year (including) until the 31 August of each year (including) (" <b>Further Interest Period</b> "; "First Interest Period" and "Further Interest Period" collectively, an " <b>Interest Period</b> ").
<b>ISIN</b>	International Securities Identification Number.
<b>Issue Date/First Value Date</b>	1 September 2022
<b>Issue Price</b>	EUR 1.00 per Bond (minimum subscription amount EUR 1,000.00)
<b>Issuer</b>	Sun Invest AG
<b>material adverse effect</b>	means a material adverse change, or any development involving a material adverse change, in the condition, financial or otherwise, shareholders' equity, results of operations, business, management or prospects of the Issuer or the Sun Contracting Group, whether or not arising in the ordinary course of business.
<b>Maturity Date</b>	3 September 2047
<b>Member State</b>	Member State of the EEA.
<b>MiFID II</b>	Directive 2014/65/EU of the Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

<b>MTF</b>	Multilateral Trading Facility (as defined in Article 4 para 1 item 22 MiFID II).
<b>Offer</b>	The offering of the Bonds to the general public in the Principality of Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland during the Offer Period.
<b>Offer Period</b>	The period from presumably 13 August 2022 (including) to presumably 12 August 2023 (including).
<b>Offer States</b>	Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland.
<b>OTF</b>	Organised Trading Facility (as defined in Article 4 para 1 item 23 MiFID II).
<b>PGR</b>	Persons and Companies Act of the Principality of Liechtenstein ( <i>Personen- und Gesellschaftsrecht</i> ).
<b>Principal, principal</b>	The capital amount of the debt under the Bonds, excluding any interest.
<b>Prospectus Regulation</b>	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.
<b>Regulated Market</b>	as defined in Article 4 para 1 item 21 MiFID II.
<b>Structural Subordination</b>	the Issuer neither pursues any operating activities nor does the Issuer have any assets.
<b>Sun Contracting Group</b>	Sun Contracting AG and its affiliates and subsidiaries (" <b>Group Companies</b> ") taken as a whole.
<b>Securities Act</b>	United States Securities Act of 1933.
<b>Terms and Conditions</b>	Terms and conditions applicable to the Bonds
<b>Value Date</b>	First Value Date and/or a Further Value Date

## 2 SUMMARY

### Section A

---

#### ***Introduction and warnings***

This prospectus (“**Prospectus**”) relates to the public offer of bonds of the “**Sun Invest Registered Euro Bond 2022 - 2047**” with an aggregate nominal amount of up to EUR 144,000,000.00, which is divided into 150,000,000 registered, fixed-interest bonds with a nominal amount of EUR 0.96 per bond (“**Bonds**”) and with a maturity on 3 September 2047 (“**Maturity Date**”). The Bonds constitute direct and unsecured obligations of Sun Invest AG (the “**Issuer**”), ranking pari passu among themselves. The term of the Bonds will commence on 1 September 2022 and will end on 31 August 2047. The public offer is made by the Issuer to investors who have their respective seats or residences in one of the following states (“**Offer States**”): Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia or Switzerland.

#### ***Warnings***

This summary should be read as an introduction to the Prospectus. Any decision to invest in the Bonds should be based by an investor on consideration of the Prospectus as a whole. Investors could lose all or part of the invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, a plaintiff investor might, under national law, have to bear the costs of translating this 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 this 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 the Bonds.

#### ***The name and international securities identification number (ISIN) of the Bonds***

The name of the Bonds is **Sun Invest Registered Euro Bond 2022 - 2047**, with the ISIN: LI1209528705

#### ***The identity and contact details of the Issuer, including its legal entity identifier (LEI)***

The Issuer is Sun Invest AG, FL-9496 Balzers, Landstrasse 15, Liechtenstein, telephone number +423 38 001 00, e-mail: office@suninvestag.com. Legal entity identifier (LEI) of the Issuer: 529900RFBNL9LC4T6626

#### ***The identity and contact details of the competent authority approving the prospectus and, where different, the competent authority that approved the registration document or the universal registration document***

This Prospectus has been approved by the Financial Market Authority Liechtenstein as competent authority under the Prospectus Regulation (Regulation (EU) 2017/1129), Landstrasse 109, Postfach 279, FL-9490 Vaduz, Liechtenstein, telephone number +423 236 73 73, email [info@fma-li.li](mailto:info@fma-li.li) and fax +423 236 72 38

#### ***The date of approval of the prospectus***

This Prospectus has been approved on 12 August 2022.

### **Section B – Issuer**

#### ***Sub-section***

---

#### ***Who is the issuer of the Bonds (“Issuer”)?***

The Issuer is Sun Invest AG, a stock corporation, incorporated, organized and validly existing under the laws of Liechtenstein and registered with the commercial register of the Office of Justice of Liechtenstein under registration number FL- 0002.654.161-3 since 2 March 2021.

#### ***Principal Activities of the Issuer?***

The Issuer is a special purpose entity and is established to provide funds to companies of the Sun Contracting Group (the “**Group Companies**”; as a whole the “**Sun Contracting Group**”). The Issuer may issue, offer and place debt instruments and make proceeds thereof available to other Group Companies (via loan agreements), which will use such proceeds for their respective corporate purposes. The business of Sun Contracting AG and its operating Group Companies encompasses the installation and operation of photovoltaic systems and the sale of

electricity, which is produced with photovoltaic systems pursuant to agreements to be entered into with clients (“**Photovoltaic Contracting**”). According to such agreements, Sun Contracting AG (or any operating company of the Sun Contracting Group; a “**Contracting Entity**”) shall operate a photovoltaic system to be installed either on a roof of a building or on another surface area to be made available by the counterparty of the Contracting Entity or upon a surface area to be purchased by the Contracting Entity. Agreements are usually entered into for a term of 20 years. The electricity, which is produced with photovoltaic systems is sold to the client and/or fed into the grid. Either way, a Contracting Entity is entitled to a remuneration in consideration of the energy to be (or having been) sold.

**Major shareholders, including whether it is directly or indirectly owned or controlled and by whom?**

The total subscribed share capital of the Issuer as registered in the commercial register of Liechtenstein amounts to EUR 1,000,000.00 and is divided into 1,000,000 registered shares with a portion of the share capital attributable to each share of EUR 1.00. The shares in the Issuer are issued, fully paid and are being held by Sun Contracting AG (registered with the commercial register under FL-0002.555.661-3; Office of Justice of Liechtenstein). Currently, Sun Contracting AG is controlled by Andreas Pachinger, who is holding 99.00 % of its shares (and who is hence indirectly owning and controlling the Issuer).

**Key managing directors**

Key managing director and sole member of the board of directors of the Issuer is Georg Schneider.

**Statutory auditors**

The statutory auditors (*Revisionsstelle*) of the Issuer is Grant Thornton AG, FL-9494 Schaan, Bahnhofstrasse 15.

**What is the key financial information regarding the issuer?**

Source of the following information: The key financial information is derived from the financial statements of the Issuer as of 31 December 2021 (covering a period from 2 March 2021 to 31 December 2021).

<b>Balance Sheet (in EUR)</b>	<b>31/12/2021</b>
<b>Assets</b>	
<b>A. Fixed Assets</b>	
I. Financial Investments	0
II. Movable Properties	0
III. Immovable Properties	0
IV. Intangible Assets	217,618.39
Total Fixed Assets	217,618.39
<b>B. Current Assets</b>	
I. Receivables	6,120,137.20
II. Bank Balances, Postal Giro Balances, Cheques and Cash in Hand	346,452.73
<b>C. Prepaid Expenses</b>	0
Total Current Assets	6,466,589.93
Total Assets	6,684,208.32
<b>Liabilities</b>	
<b>A. Shareholders' Equity</b>	
I. Subscribed Share Capital	1,000,000.00
II. Legal Reserves	0
III. Profit carried forward	0
IV. Annual +Profit/-Loss	-80,038.84
Total Shareholders' Equity	919,961.16
Debts	
<b>B. Liabilities</b>	5,179,231.31
<b>C. Deferred Income</b>	574,486.80
<b>D. Provisions</b>	10,529.05

Total Debts	5,764,247.16
Total Liabilities	6,684,208.32

<b>Income Statement (in EUR)</b>	<b>02/03/2021 to 31/12/2021</b>
1. Net Sales	0
2. Costs of Materials/Services	0
<b>Gross Profit</b>	<b>0</b>
3. Staff Expense	-58,606.85
4. Other Operating Expenses	-156,561.20
5. Depreciation and Value Adjustments	-15,509.60
6. Income from Participations	0
7. Interest and similar Expenses	-102,355.57
8. Interest and similar Income	254,734.38
<b>Result from ordinary Business Activities</b>	<b>-78,298.84</b>
Taxes	-1,740.00
<b>Result of the Year (+ Profit/- Loss)</b>	<b>-80,038.84</b>

<b>Cash Flow Statement (in EUR)</b>	<b>31/12/2021</b>
Result of the Year (+ Profit /- Loss)	-80,038.84
+ Depreciation on fixed Assets	15,509.60
+/- Increase/Decrease in Provisions	10,529.05
+/- Decrease/Increase in Receivables and other Assets	-6,120,137.20
+/- Increase/Decrease in Liabilities	5,753,718.11
<b>= Cash Flow from operating Activities</b>	<b>-420,419.28</b>
- Payments for Investments in Property, Plant and Equipment	-233,127.99
- Payments for Investments in Financial Assets	0
+ Proceeds from Disposals of Financial Assets	0
<b>= Cash Flow from investing Activities</b>	<b>-233,127.99</b>
+ Payments by Shareholders	1,000,000.00
- Payments to Shareholders	0
+ Proceeds from taking up of Loans	0
- Payments for the Repayment of Loans	0
<b>= Cash Flow from financing Activities</b>	<b>1,000,000.00</b>
Cash and Cash Equivalents at the beginning of the Period	0
Cash and Cash Equivalents at the End of the Period	346,452.73

**What are the key risks that are specific to the Issuer** (Within each category, the risk factors have been listed in an order of priority that reflects their materiality based on the probability of their occurrence and the expected magnitude of their negative impact on the Issuer)?.

#### **Risks related to the Issuer**

##### **The Issuer is a start-up company.**

The Issuer does not have any assets. As a special purpose entity it does not pursue any other activities save for the issues, offers and placements of debt instruments in order to provide the proceeds thereof to borrowing Group Companies. As a start-up company, the Issuer does not have a corporate history, which could be evaluated by investors. Instead, interested investors have to review and evaluate the corporate histories of Sun Contracting AG and of the Group Companies, because the Issuer is heavily depending on these companies.

##### **The Issuer is not an operating company.**

The Issuer is set up to issue debt instruments, such as financial instruments, investments (*Veranlagungen*) and/or capital investments (*Vermögensanlagen*). Proceeds to be collected in the course of such issues will be provided

by the Issuer (via unsecured loans) to companies of the Sun Contracting Group. In order to honour its obligations under the Bonds, the Issuer is and will be reliant on the borrowing Group Companies, because payments with respect to interest and redemption payments on the Bonds are going to be made from cash flows and turnovers to be generated by the borrowing Group Companies. Investors in Bonds (“**Bondholders**”) are not, and will not be, entitled to enforce loans or have a direct recourse whatsoever vis-à-vis the borrowing Group Companies with respect to any loans having been granted by the Issuer to such Group Companies. Bondholders will not have a direct claim for such outstanding amount against a borrowing Group Company. Bondholders and (other) creditors of the Issuer may not file a motion or a claim, including for interest, with the insolvency court if either Sun Contracting AG or any of the borrowing Group Companies have to file for insolvency.

**The Issuer is not restricted to incur additional indebtedness or to request guarantees ranking senior or pari passu with the Bonds.**

The Issuer has neither entered, nor agreed to enter, into restrictive covenants in connection with the issue of the Bonds as far as its ability is concerned to incur additional indebtedness or to obtain guarantees ranking pari passu or senior to the obligations under the Bonds. Any additional indebtedness may significantly increase the likelihood of a delay of, or default in, payments of interests or principal under the Bonds and/or may reduce the amount recoverable by Bondholders in the event of insolvency or liquidation of the Issuer.

#### **Risks related to the Issuer’s business**

**The Issuer and its ability to pay interest on, and redeem, the Bonds will be subject to all the risks to which each of the Group Companies is exposed.**

As an entity which purpose is to provide funds to the Group Companies of the Sun Contracting Group, the Issuer and its ability to pay interest on, and redeem, the Bonds will be subject to all the risks to which each of the Group Companies is exposed to, which are inter alia the following risks:

##### **(a) Sun Contracting AG has significant outstanding indebtedness.**

Sun Contracting AG is the most essential company among the Group Companies. According to its latest audited financial statements as of 31 December 2020, the total liabilities of Sun Contracting AG amount to EUR 58,959,415.90 (2019: EUR 27,189,572.40), total debts amount to EUR 56,294,584.58 (2019: EUR 25,175,890.56), whereas its shareholders’ equity amounts to a meager amount of EUR 2,664,831.32 (2019: EUR 2,013,681.84). According to its preliminary and unaudited financial statements as of 31 December 2021, the total liabilities of Sun Contracting AG amount to EUR 81,975,023.44, total debts amount to EUR 81,358,905.37, whereas its shareholders’ equity is still amounting to EUR 2,664,831.32. Sun Contracting AG recorded a loss for the business year, which ended on 31 December 2021, amounting to EUR 2,048,713.25. Its financial gearing, its debt-to-equity ratio, is very high and Sun Contracting AG is more sensitive to changes in operating profit. The auditor issued qualified audit opinions with regard to the financial statements of Sun Contracting AG as of 31 December 2018 (the collectability of receivables in the amount of EUR 1,062,266.78 and the recoverability of financial assets in the amount of EUR 8,614,000.00 could not be assessed), as of 31 December 2019 (the recoverability of financial assets in the amount of EUR 8,614,000.00 could not be assessed) and as of 31 December 2020 (the recoverability of financial assets in the amount of EUR 6,764,000.00 could not be assessed).

**(b) Funding risk could limit the ability of Sun Contracting AG and each of the Group Companies to engage in planned activities and to expand their respective business. Sun Contracting AG and each of the Group Companies are subject to the risk of being unable to raise enough funds for the planned expansion of their respective business activities.**

Ready access to funds is essential to the Sun Contracting Group and its business activities. A lack of funds or a lack of access to funds may mean that the Sun Contracting Group will not have sufficient funds available to maintain or increase its activities, which employs substantial amounts of funds. The activities of the Sun Contracting Group are capital intensive and the continued funding of such activities is critical to maintain business activities, especially in periods when net operating cash flow is negative or insufficient to cover capital expenditures, and/or to maintain or to increase business activities. Sun Contracting Group is exposed to a risk



that the proceeds collected by the issue of financial instruments (such as the Bonds) will not be sufficient to fund or to extend business activities.

**(c) The business model of the Sun Contracting Group regarding photovoltaic contracting is essentially depending on the electricity to be produced by photovoltaic systems. Actual results may differ from corporate planning.**

Calculations of possible revenues are based by operating Group Companies on experience with respect to the average performance and the maintenance costs of photovoltaic systems in the past as well as on climatic conditions to be expected in an area a photovoltaic system is to be installed. Photovoltaic systems are believed to have an average lifetime of approximately 20 years. Uncertainties remain with regard to actual climatic conditions and the performance of a photovoltaic system, which may turn out to be below expectations.

**(d) The Group Companies are and will be subject to increased competition.**

Tighter emission reduction targets in several jurisdictions, especially in connection with subsidies in relation to renewable energies, may lead to other competitors entering the market in which the Group Companies are operating, which may lead to increased competition, increased price pressure and may result in the operating Group Companies not being able to procure new clients (or only to a lesser extent).

**(e) Sun Contracting AG and the Sun Contracting Group as a whole (or some of the Group Companies), are still in their early stages and are faced with competition from more experienced, well-established and well-known companies.**

Sun Contracting AG (established in September 2017) and the Group Companies may be faced with competition from more experienced, more well-known and well-established, incumbent companies. The competitive risk, which Sun Contracting AG and any of the operating Group Companies are facing, exists in particular with regard to the acquisition of (new) clients. Sun Contracting AG and any of its Group Companies may struggle while competing against larger companies, which companies may be able to negotiate for better prices from suppliers, produce goods and services on a large scale more economically, or take advantage of bigger marketing budgets.

**(f) The Group Companies are subject to a calculation risk as well as planning and financing risks in connection with the development and installation of photovoltaic systems. Furthermore, there is a risk with respect to roof-based photovoltaic systems.**

Operating Group Companies may plan photovoltaic systems insufficiently or incorrectly, which may result in a client not being provided with the amount of energy, that has been calculated and agreed with a client. Accordingly, a Group Company may also miss out on calculated remunerations. Roof-based photovoltaic systems are subject to the risk that (inter alia) the statics and load-bearing capacity of a roof structure is erroneously calculated or misjudged and that a roof upon which a photovoltaic system is to be mounted may be structurally unsuitable for carrying its load. Additional capital expenditure may become necessary or photovoltaic systems might even have to be dismantled and/or the procurement of a replacement space may become necessary. In any of these events, the respective Group Company would incur additional costs.

**(g) The Group Companies are dependent on third parties with respect to the installation and the maintenance of photovoltaic systems.**

Operating Group Companies are exposed to the risk that third parties, which are being hired for the installation and maintenance of photovoltaic systems, may underperform or may fail to deliver assigned tasks on time or at all, which default may either lead to additional costs to be borne by affected Group Companies or in legal action to be taken by clients against any of the Group Companies. Third parties may default if they are subject to any insolvency proceedings and may have to be replaced with other contractors which may lead to additional costs.

**(h) The Group Companies are subject to the risk arising from the operation of photovoltaic systems.**

Defects or faults may affect a photovoltaic system and may result in an interruption of operation, during which periods none, or only reduced amounts of electricity is produced and available to be provided to clients or fed into the grid. Damages could harm third parties. As a result, affected parties may have to be compensated and costs may have to be borne by the Group Companies as part of their liability (if not covered by insurance).

**(i) Sun Contracting AG is subject to the risk of incorrectly assessing future acquisitions.**

Sun Contracting AG may acquire shares in, or assets from, companies, which are active in the same or a complementary business if prices are reasonable or shares seem to be undervalued. Sun Contracting AG may use funds to be borrowed from, and to be raised by, the Issuer to fund such acquisitions. Sun Contracting AG may incorrectly or insufficiently or not at all assess the risks (inter alia legal, economic or technical) of an acquisition.

**(j) The Group Companies are exposed to the risk that the existing insurance coverage will not be sufficient to cover all conceivable damages.**

None of the Group Companies may be able to obtain insurance for every potential risk associated with its respective operations. Adequate coverage at reasonable rates is not always commercially available to cover all potential risks and no assurance can be given that, where available, such coverage would be sufficient to cover all losses and liabilities to which each of the Group Companies may be exposed.

**The Group Companies are exposed to and subject to a significant number of laws and regulations and are subject to adverse effects on their business and financial conditions as well as their operating results due to amendments in the legal framework.**

Amendments to applicable law or changes of a previously binding interpretation of such laws may affect a Group Company because calculations regarding market entries are based on prevailing laws. Any amendments to applicable law may even render the business model of a Group Company in part or wholly unprofitable.

## **Section C – Securities**

### ***Sub-section***

---

#### ***What are the main features of the Bonds?***

- The Bonds, ISIN LI1209528705, constitute direct, unconditional, unsecured obligations of the Issuer, ranking pari passu among themselves.
- The Bonds are denominated in Euro and are issued in denominations of EUR 0.96 each.
- The initial offer price ("**Issue Price**") is EUR 1.00 per unit and includes a premium in an amount of EUR 0.04 per unit. The Bonds are only transferable in minimum amounts of EUR 1.00 and any integral multiples of EUR 1.00 in excess thereof. The minimum subscription amount is EUR 1,000.00.
- The Bonds have a term of 25 years, from 1 September 2022 until 31 August 2047 and are scheduled to be redeemed on 3 September 2047 ("**Maturity Date**").
- The Bonds shall bear interest on their aggregate nominal amount at a rate of 5.00 % per annum (p.a.). Depending on the term of the Bonds, the interest rate will be increased according to a predetermined schedule to (i) 5.50 % p.a. (after a term of 7 years), to (ii) 6.00 % p.a. (after a term of 10 years) to (iii) 6.50 % p.a. (after a term of 15 years) and to (iv) 7.00 % p.a. (after a term of 20 years).
- Bondholders shall receive compound interest of 5.00 % p.a. to 7.00 % p.a. on accrued and unpaid interest, which will also be payable at the time of repayment of the nominal amount of the Bonds. The amount of annual interest yield for an Interest Period (as defined below) shall be computed after its expiry and shall be added to the nominal amount of subscribed Bonds on each Virtual Interest Payment Date (as defined below) until maturity of the Bonds. Hence, future interest under the Bonds will be paid on both the initial capital (the nominal amount of subscribed Bonds) and the interest that has accumulated from previous years. The interest rate of the compound interest corresponds with the interest rate, which is applicable for the interest to be computed with respect to the nominal amount of subscribed Bonds. An interest period shall be the period from the First Value Date (including) or any relevant Further Value Date (including) up to 31 August 2023 (including) ("**First Interest Period**") and thereafter from the 1 September of each year (including; "**Virtual Interest Payment Date**) until the 31 August of each year (including) ("**Further Interest Period**"; "**First Interest Period**" and "**Further Interest Period**" collectively, an "**Interest Period**").
- Interest and compound interest payments are repayable as bullet payments ("**Bullet Maturity**") at the end of the term of the Bonds, or – if the Bonds are terminated or repurchased by the Issuer prior to the end of the term – at the time of repayment of the nominal amount of the Bonds ("**Early Redemption Date**").

### ***Where will the Bonds be traded?***

The Bonds will not be admitted to trading on a Regulated Market (Article 4 para 1 item 21 MiFID II), a Multilateral Trading Facility or MTF (Article 4 para 1 item 22 MiFID II), an Organised Trading Facility or OTF (Article 4 para 1 item 23 MiFID II) or any other trading venue.

**What are the key risks that are specific to the Bonds** The risk factors have been listed in an order of priority that reflects their materiality based on the probability of their occurrence and the expected magnitude of their negative impact on the Issuer)?

**Bondholders are subject to the risk of limited liquidity of the Bonds and exposed to the risk that a secondary market for the Bonds may not develop.**

The Bonds will not be admitted to trading on a Regulated Market, an MTF, an OTF or any other trading venue (“Listing”). The liquidity in the Bonds will be very limited. Bondholders may not be able to sell their Bonds at all or not at prices they are seeking. Without any Listing, a trading price of the Bonds may be difficult to be assessed.

**An investment in the Bonds may not be appropriate and suitable for investors.**

Bondholders will not receive any interest payments during the term of the Bonds. A termination of Bonds without cause (event of default) is not feasible during the first five years (plus a notice period of six months) of its term. Potential investors are recommended to seek individual advice prior to making an investment decision, taking into account their knowledge, experience, financial situation and investment objectives (including risk tolerance).

**The Bonds are unsecured and neither savings accounts nor insured deposits of a bank. The Bonds are neither insured nor guaranteed by any governmental agency or other institution.**

The Bonds are unsecured and not insured or guaranteed by any governmental agency or any other third party. An investment in the Bonds is not a bank deposit and is not within the scope of a deposit protection scheme (deposit guarantee or investor compensation). In the event of an insolvency of the Issuer, Bondholders may not and should not expect a repayment of the invested funds from any third party.

### **Risks for the Bondholders as creditors of the Issuer (Default Risk)**

Investing in the Bonds involves taking on a default risk on the Issuer, who may partly or completely default on its obligations under the Bonds due to insolvency proceedings or an impaired financial situation of the Issuer or of any of the borrowing Group Companies, which may result in Bondholders suffering a total loss of invested funds.

## **Section D – Offering**

### ***Sub-section***

---

### ***Under which conditions and timetable can investors invest in the Bonds?***

The Bonds will be publicly offered to investors who have their respective seats or residences in any of the Offer States from presumably 13 August 2022 to presumably 12 August 2023. Interested investors in the Bonds may submit subscription offers online and directly with the Issuer via its website <https://xserv.kdportal.de/registration/>. The identification of an investor entails the review of a copy of an official identity document, which is to be uploaded on the subscription platform. Offering investors will be informed by the Issuer whether their respective subscription offers have been accepted or rejected. Subscribed Bonds are payable on 1 September 2022 (“**First Value Date**”), or – if Bonds are subscribed at any later date – on the first or the fifteenth day of each month (each a “**Further Value Date**”).

### ***Why is this Prospectus being produced?***

The net proceeds from the Offer of the Bonds are estimated to be EUR 142,500,000.00 (in case of a full placement) and will be made available by the Issuer to the Group Companies via unsecured loan agreements to fund the corporate purposes of the borrowing Group Companies, that is, to increase the number of photovoltaic systems in connection with Photovoltaic Contracting. Sun Contracting AG may also acquire assets from, or shares in, companies that are active in a complementary or in the same business. Such acquisitions may be funded with the proceeds to be collected from the Offer of the Bonds.

### 3 RISK FACTORS

An investment in the Bonds involves a high degree of financial risk.

Investors should note that the market value of the Bonds may decline and that investors could lose all or part of their funds yet to be or having been invested in the Bonds. The Bonds do not feature any guaranteed income and are not vested with any capital protection whatsoever. Investing in the Bonds is not the same as investing in a bank account where funds are guaranteed (up to a limit) and basically readily available. An investment in the Bonds is appropriate and suitable only for investors who do not need a guaranteed income or a capital protection, who (either alone or in connection with a competent financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient financial resources to be able to bear any losses that may result from an investment in the Bonds.

Potential investors are advised to read the Prospectus and to consider the risk factors that are specific to the Issuer and/or the Bonds, which are described below, as well as any other information contained in this Prospectus. Investors should also consult professional advisers (including financial, accounting, legal and/or tax advisers) prior to arriving at any decision with respect to the acquisition of Bonds. In addition, investors should be aware that the risks described herein might combine and thus intensify one another. The occurrence of negative economic circumstances of a general nature, such as those arising from an armed conflict (e.g. the Russo-Ukrainian War), a global economic and financial crisis, a sovereign debt crisis or a pandemic, may lead to an accumulation and intensification of individual risks. The existence (or change) of individual circumstances on the part of an investor of which the Issuer cannot be aware of may also result in a risk developing a higher risk potential than described herein.

Should any of the risk factors described in this section materialise, this may have a material adverse effect on the Issuer's business, results of operations and financial condition and its future prospects, which in turn may have a material adverse effect on the Bonds and the Bondholders, who may suffer a partial or total loss of invested funds ( notwithstanding that the Issuer may default on interest payments on the Bonds as well).

Further, investors could incur further financial detriments due to their personal financial circumstances or, for example, if investors are funding an investment in the Bonds by means of a loan agreement. Should the Issuer default in making any payments pursuant to the Bonds (or make payments only to a lesser extent), any obligations pursuant to a loan agreement may still have to be honoured by a borrowing investor (hence, an outstanding loan and/or corresponding outstanding interest pursuant to such a loan agreement may still have to be paid subsequently). Gearing up returns is a very risky strategy because the market value or trading price of the Bonds may fall. There is no warranty whatsoever that the return on the Bonds (if any) will exceed the interests charged on borrowed funds. Disadvantages may also result from the individual tax situation of an investor.

The information contained in this Prospectus and the risk warnings herein are not intended to replace professional advice. Neither can nor does this Information contained herein replace professional advice. The Prospectus is not a personal recommendation of the Issuer. Whether an investment in Bonds is suitable and appropriate for any investor is depending on, inter alia, the individual financial situation of an investor (including the ability to bear losses), the corresponding willingness to take risks (risk tolerance), individual knowledge and experience (with regard to investments in financial instruments) as well as the investment objectives and structure of an investment.

The risks, which are described below, are those that the Issuer currently view as material and such risk factors have, within each category of risks, been listed in an order of priority that reflects their materiality based on the probability of their occurrence and the expected magnitude of their negative impact on the Issuer. These are, however, not the only risks that the Issuer is or might be facing. Additional risks and uncertainties, including risks that are not known to the Issuer at present or that are currently not deemed to be material, may also arise or become material in the future, which could lead to a decline in the market value of the Bonds.

### **3.1 RISKS RELATED TO THE ISSUER**

#### **3.1.1. The Issuer is a start-up company.**

Investments in small businesses and start-up or early stage companies may be a risky strategy. The Issuer is registered with the commercial register of the Office of Justice of the Principality of Liechtenstein under registration number FL- 0002.654.161-3 since 2 March 2021. Its share capital amounts to EUR 1,000,000.00. The Issuer does not have any assets. As a company, that has been registered with the commercial register on 2 March 2021 only, the Issuer does not (and cannot) have a corporate history whatsoever, which may be available to be evaluated by interested investors.

The Issuer has to rely on, and is heavily depending on, Sun Contracting AG, which is the most essential company among the Group Companies, and on each (borrowing) company of the Group Companies. Proceeds to be collected in the course of issues, offers and placements of financial instruments by the Issuer will be provided (via unsecured loans) to companies of the Sun Contracting Group. In order to honour its obligations under the Bonds, the Issuer will be reliant on the borrowing companies, because payments with respect to interest (including compound interest) and redemption payments regarding the Bonds are going to be paid effectively from cash flows to be generated by the borrowing companies of the Sun Contracting Group. Save for the issues, offers and placements of financial instruments (debt instruments), the Issuer does not pursue, and does not intend to pursue, any operating activities.

According to its latest audited financial statements as of 31 December 2020, the total liabilities of Sun Contracting AG amount to EUR 58,959,415.90 (2019: EUR 27,189,572.40; 2018: EUR 13,874,875.12), total debts amount to EUR 56,294,584.58 (2019: EUR 25,175,890.56; 2018: EUR 12,277,886.97), whereas its shareholders' equity amounts to a meager (compared to its debts) EUR 2,664,831.32 (2019: EUR 2,013,681.84, 2018: EUR 1,596,988.15). In its report on the financial statements of Sun Contracting AG regarding the financial year, which ended on 31 December 2020, the statutory auditor noted that the balance sheet includes financial assets amounting to EUR 41,266,354.62. However, the recoverability of financial assets in the amount of EUR 6,764,000.00 could not be assessed by the statutory auditor. Accordingly, the statutory auditor issued a qualified audit opinion with respect to the financial statements of Sun Contracting AG for the year, which ended on 31 December 2020. The statutory auditor of Sun Contracting AG also issued qualified audit opinions with respect to the financial statements of Sun Contracting AG for the years, which ended on 31 December 2019 (the recoverability of financial assets in the amount of EUR 8,614,000.00 could not be assessed) and on 31 December 2018 (the collectability of receivables in the amount of EUR 1,062,266.78 and the recoverability of financial assets in the amount of EUR 8,614,000.00 could not be assessed), respectively.

According to its preliminary and unaudited financial statements as of 31 December 2021, the total liabilities of Sun Contracting AG amount to EUR 81,975,023.44, total debts amount to EUR 81,358,905.37, whereas its shareholders' equity is still amounting to EUR 2,664,831.32. Sun Contracting AG recorded a loss for the business year, which ended on 31 December 2021, amounting to EUR 2,048,713.25.

Hence, its financial gearing, the debt-to-equity ratio, is very high at this point. As a consequence, Sun Contracting AG is exposed to a risk of changes in operating profit, because annual income has to be devoted for a good part to honour claims of debt holders. If its debt grows more than the revenues to be generated by Sun Contracting AG, the debt will eventually become unsustainable (please refer to section 3.2.1., lit a below).

#### **3.1.2. The Issuer is not an operating company.**

The Issuer is a special purpose entity and has been set up with the intention to issue debt instruments, such as financial instruments, including the Bonds which are subject of this Prospectus, and/or Investments (*Veranlagungen* in the sense of the Austrian Capital Market Act 2019 (*Kapitalmarktgesetz*)) and/or Capital

Investments (*Vermögensanlagen* in the sense of the German Capital Investment Act (*Vermögensanlagengesetz*)), and to make proceeds thereof available (via unsecured loans) to the Group Companies to enable the Group Companies to pursue their respective general corporate purpose which is lying in the field of producing and selling solar energy.

### **Structural Subordination**

As an entity that provides intra-group funding, the Issuer's ability to make payments with respect to interest and principal under the Bonds is contingent upon, and affected by, its ability to receive interests on unsecured loans and repayments of these loans from such borrowing Group Companies, which it will grant or has already granted loans ("Structural Subordination", because the Issuer neither pursues any operating activities nor does the Issuer have any assets). The Bonds will be the obligations of the Issuer only and not obligations of any of the Group Companies. The Bonds will not be guaranteed by any company of the Group Companies, which are separate legal entities that have no obligation to pay, or make funds available to pay, any amounts due on the Bonds. Bondholders will not have access to the assets of any of the Group Companies. Additionally, the Bonds are unsecured. The Issuer neither provides any collateral nor pledges any of its assets in connection with the issue of the Bonds in order to protect the interests of Bondholders.

Interest payments and redemption payments in respect of the Bonds will effectively be paid from cash flows and revenues to be generated by the Group Companies. For the Issuer to be a successful company and to be able to honour its obligations under the Bonds it needs each of the borrowing Group Companies to find success in their respective business activities, endeavours and corporate purposes. The Issuer will neither be able to influence corporate governance of, nor will it otherwise be asked to approve of any decisions to be taken by, other (borrowing) Group Companies. Hence, each of the Group Companies will take its respective decisions without authorisation or consent of the Issuer.

Thus, the Issuer and its ability to pay interest on, and redeem, the Bonds will be subject to all the risks to which each of the Group Companies is subject and exposed.

Investors in Bonds ("**Bondholders**") will not be entitled to enforce loans or have a direct recourse whatsoever vis-à-vis the borrowing Group Companies with respect to any loans having been granted by the Issuer to the Group Companies. Hence, Bondholders will not have any direct claim with respect to such outstanding amount against any borrowing Group Company. Further, Bondholders and any other creditors of the Issuer may not file a motion or a claim, including for interest, with the competent insolvency court if any company of the borrowing Group Companies or Sun Contracting AG has to file for insolvency and has to undergo any insolvency proceedings.

The obligations under any loan to be provided to a borrowing Group Company are and will be unsecured obligations of a borrowing Group Company. Hence, each investment in the Bonds by any investor will be involved with very high risk.

### **3.1.3. The Issuer is not restricted to incur additional indebtedness or to request guarantees ranking senior or pari passu with the Bonds.**

The Issuer has neither entered, nor agreed to enter, into any restrictive covenants whatsoever in connection with the issue of the Bonds, which are subject of this Prospectus, as far as its possibilities and its entitlement are concerned to incur additional indebtedness or to request and obtain guarantees ranking pari passu or senior to the obligations under or in connection with the Bonds. The Issuer is not restricted from issuing further debt instruments and may also borrow from credit institutions. Further, the Issuer is not restricted to resort to loan financing from any other third party lender at any time. Additional borrowing by the Issuer may adversely affect the market value of the Bonds.

Bondholders are also subject to the risk that the Issuer may have concluded or may still enter into any funding arrangements, which may contain provisions that are more favourable for the creditors and contracting partners

of such funding arrangements than the provisions which are stipulated in the Terms and Conditions of the Bonds (annex I hereto). Such provisions may inter alia include shorter terms or more favourable early termination rights or higher interest rates or similar provisions.

Further borrowing or debt financing by the Issuer may have an adverse effect (even a material adverse effect) on the Issuer's ability to honour its payment obligations under the Bonds and may reduce the funds from which the Bonds will be redeemed and as a consequence may reduce the market value or trading price of the Bonds.

The incurrence of any such additional indebtedness or requesting and obtaining any guarantees may significantly increase the likelihood of a delay or default of interest payments under the Bonds and/or may reduce the amount recoverable by Bondholders in the event of insolvency or liquidation of the Issuer. The subscribed share capital of the Issuer is a relatively lowly EUR 1,000,000.00 (at least compared with the issue volume of the Bonds and in particular in relation to the debts of the Issuer and further considering that the Issuer is not an operating company). In case of a successful placement of the Bonds and in the event of any further debt capital raised by the Issuer, the Issuer's leverage will increase to a large extent, depending on the issue volume to be placed with investors. This may have material adverse effects on the Issuer's business activities, net assets, financial position, results of operations and prospects.

**At the date of this Prospectus, the Issuer has already issued several financial instruments and Investments:**

#### **2021**

- The Issuer has issued a registered bond ("Sun Invest Registered CHF Bond 2021") with an aggregate nominal amount of up to CHF 48,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 12 August 2021. A public offer was made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland. As of 27 July 2022 bonds of the Sun Invest Registered CHF Bond 2021 in an amount of CHF 20,068,663.38 have been subscribed by investors (disregarding premium). The offer period has expired.
- The Issuer has issued another registered bond ("Sun Invest Registered Euro Bond 2021") with an aggregate nominal amount of up to EUR 144,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 12 August 2021. A public offer was made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland. As of 27 July 2022 bonds of the Sun Invest Registered Euro Bond 2021 in an amount of EUR 88,558,902.41 have been subscribed by investors (disregarding premium). The offer period has expired.

#### **2022**

In March 2022, the Issuer has issued two bonds:

- Firstly, the Issuer has issued a bearer bond ("Sun Invest Clean Energy Euro Bond 2022") with an aggregate nominal amount of up to Euro 20,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 11 March 2022. This prospectus has been supplemented on 14 April 2022. A public offer is currently being made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and in Switzerland. As of 27 July 2022 bonds of the Sun Invest Clean Energy Euro Bond 2022 in an amount of approximately EUR 1,346,000.00 have been subscribed by investors (disregarding premium).
- Secondly, the Issuer has issued a bearer bond ("Sun Invest Clean Energy CHF Bond 2022") with an aggregate nominal amount of up to CHF 20,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 14 March 2022. A public offer is currently being made in Liechtenstein and in Switzerland. As of 27 July 2022 bonds of the Sun Invest Clean Energy CHF Bond 2022 in an amount of approximately CHF 4,040,000.00 have been subscribed by investors (disregarding premium).

**Further issues:**

At the date of this Prospectus, the Issuer is preparing another issue and offer of bonds (“Sun Invest Registered CHF Bond 2022 - 2047”). A corresponding offer will be made to investors who have their respective seats or residences in one of the following states: Principality of Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland. The issue volume will be up to CHF 48,000,000.00 (disregarding premium).

The Issuer is also intending to issue Capital Investments (*Vermögensanlagen*) in the sense of the German Capital Investment Act (*Vermögensanlagengesetz*) to be offered and placed in Germany.

**Risk of being short on sufficient funds at the respective maturity dates:**

In light of these several issues and offers relating to debt capital, the Issuer will either need to have sufficient funds at the respective maturity dates of the financial instruments as described herein or will have to be in a position, to secure appropriate follow-up financing to fully redeem each of those financial instruments, otherwise the Issuer may default on its payment obligations pursuant to these issues and offers and may even end up being insolvent and being required or obligated to file for insolvency. If the debt grows more than the revenues to be generated by borrowing Group Companies, the debt of the Issuer will eventually become unsustainable. High interest expenses from the debt to finance capital expenditures of the borrowing Group Companies may have material adverse effects on the Issuer every time there is a recession.

It has to be noted that some of those debt instruments that have been issued by the Issuer so far are backloaded in the meaning that those debt instruments do not offer regular payments during their respective terms. Instead, interest payments are falling due at the end of their respective terms. Hence, the Issuer has deferred its payment obligations and its solvency needs to be sound at the end of the respective terms of those debt instruments.

As of the date of this Prospectus, the Issuer has a significant amount of indebtedness, which may impair its operating and financial flexibility and could adversely affect its business and its financial position. A high level of indebtedness could cause the Issuer to dedicate a substantial portion of cash flow from lending to borrowing Group Companies to payments to service debt, which could reduce the funds available for capital expenditure, acquisitions and other general corporate purposes of the borrowing Group Companies.

The Issuer may issue further bonds which may also be structured to fit specific needs of clients in specific jurisdictions, in which such bonds will be offered to the general public. Raising further debt capital by the Issuer may significantly increase the probability of the Issuer defaulting on interest payments and redemption payments under the Bonds and/or may cause or increase a default in the event of insolvency or liquidation of the Issuer.

**3.2 RISKS RELATED TO THE ISSUER’S BUSINESS****3.2.1. The Issuer and its ability to pay interest on, and redeem, the Bonds will be subject to all the risks to which each of the Group Companies is exposed.**

The Issuer is a special purpose entity that has been established to provide funds to the Group Companies of the Sun Contracting Group. As a company that provides intra-group funding, the Issuer’s ability to honour its obligations pursuant to the Bonds and to make payments with regard to interest and principal under the Bonds is and will depend on whether the Issuer will receive interests on unsecured loans and repayments of unsecured loans from such borrowing Group Companies, which it will grant or has already granted unsecured loans. The Issuer will neither be able to influence corporate governance of, nor be entitled to have a say with respect to any decisions to be taken by, other (borrowing) Group Companies.



Bondholders will not be entitled to enforce loans or have a direct recourse whatsoever vis-à-vis the borrowing Group Companies with respect to any loans having been granted by the Issuer to such Group Companies. Hence, Bondholders do not have and will not have any direct claim for such outstanding amount against any borrowing Group Company of the Sun Contracting Group.

Consequently, the Issuer and its ability to pay interest on, and redeem, the Bonds will be subject to all the risks to which each of the borrowing Group Companies is exposed. The Group Companies are focusing on generating electricity and on the sale of electricity to be produced by solar energy. Sun Contracting AG is engaged in the industry of renewable energy (photovoltaics) and is the parent company of the Group Companies which are also engaged in the business of producing and selling renewable energy (photovoltaics).

**The risks to which the Group Companies and in particular Sun Contracting are exposed to in connection with its business include:**

**(a) Sun Contracting AG has significant outstanding indebtedness.**

The statutory auditor of Sun Contracting AG issued qualified audit opinions with regard to its financial statements as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020. With respect to the financial year that ended on 31 December 2018, the auditor was unable to assess the collectability of receivables in the amount of EUR 1,062,266.78 and to assess the recoverability of financial assets in the amount of EUR 8,614,000.00. With respect to the financial year that ended on 31 December 2019, the statutory auditor was unable to assess the recoverability of financial assets in the amount of EUR 8,614,000.00. With respect to the financial year that ended on 31 December 2020, the statutory auditor was unable to assess the recoverability of financial assets in the amount of EUR 6,764,000.00.

Additionally, and with respect to all those financial years, the statutory auditor noted in its report that contrary to the provisions of Article 179a PGR, the annual financial statements were not submitted to the general meeting for approval within six months following the end of the respective financial year.

As a company that has entered the photovoltaic market in 2017, Sun Contracting AG is still relying on financing through debt finance (in the sense of capital to be raised by the issue of financial instruments) as one source of liquidity and – as of 2021 – on funds to be provided by the Issuer as another source of liquidity. As a consequence, Sun Contracting AG is funding its business and the expansion of its business with funds to be raised from the issue of debt instruments and with loans to be granted by the Issuer who intends to raise funds by issuing debt instruments (inter alia the Bonds which are subject of this Prospectus). At the date of this Prospectus, the subscribed share capital of Sun Contracting AG amounts to a meager EUR 1,000,000.00. Because of Sun Contracting AG having to rely heavily on debt finance its debt-to-equity ratio is very high (please refer to section 3.1.1. above). As a company with high financial gearing, Sun Contracting AG is exposed to the risk of changes in operating profits. There is a risk that due to several regular interest payment commitments, Sun Contracting AG may not survive a decline in its underlying business.

As of the date of this Prospectus, Sun Contracting AG has already issued the following financial instruments and investments (“*Veranlagungen*”, in the sense of the Austrian Capital Market Act):

- **Issue date: 29 May 2018**

Sun Contracting AG issued and offered profit-participating subordinated loans (*partiarische Nachrangdarlehen*). For the purpose of this offer, Sun Contracting AG published a prospectus in accordance with scheme C of the Austrian Capital Markets Act (*Kapitalmarktgesetz*). The offer was solely directed at investors who had their respective seats or residences in Austria. The maximum volume of the profit-participating subordinated loans amounted to EUR 100,000,000.00. Profit-participating subordinated loans totalling EUR 99,414,460.58 were subscribed and accepted (disregarding premium). The offer period has expired.

- **Issue date: 30 July 2018**

On 30 July 2018, Sun Contracting AG issued a registered bond (“Sun Contracting Registered Bond 2018”) with an aggregate nominal amount of up to EUR 96,000,000.00. A prospectus was approved by the FMA Liechtenstein on 30 July 2018 and notified with the competent supervisory authorities in Austria, Bulgaria, Czech Republic, Germany, Hungary, Italy, Luxembourg and Slovakia. Bonds of the Sun Contracting Registered Bond 2018 were subscribed and accepted in the total amount of approximately EUR 12,926,025.00 (disregarding premium). The offer period has expired.

- **Issue date: 18 July 2019**

On 18 July 2019, Sun Contracting AG issued a registered bond (“Sun Contracting Registered Bond 2019”) with an aggregate nominal amount of up to EUR 96,000,000.00. A prospectus was approved by the FMA Liechtenstein on 18 July 2019 and notified with the competent supervisory authorities in Austria, Bulgaria, Czech Republic, Germany, Hungary, Italy, Luxembourg and Slovakia. On 9 April 2020, Sun Contracting AG published a supplement to the prospectus regarding the Sun Contracting Registered Bond 2019, according to which the offer was extended to include Poland and Romania. The supplement to this prospectus was approved by the FMA Liechtenstein on 9 April 2020 and notified with the competent supervisory authorities in Austria, Bulgaria, Czech Republic, Germany, Hungary, Italy, Luxembourg, Slovakia, Poland and Romania.

Bonds of the Sun Contracting Registered Bond 2019 in a total amount of approximately EUR 56,513,586.23 (disregarding premium) were subscribed by investors and accepted by Sun Contracting AG. The offer period has expired.

- **Issue date: 18 July 2019**

On 18 July 2019, Sun Contracting AG issued a bearer bond (“Sun Contracting Inhaberanleihe 2019”) with an aggregate nominal amount of up to EUR 10,000,000.00. The bearer bonds were offered to investors in the Principality of Liechtenstein and in the Republic of Austria between 19 July 2019 and 18 July 2020. Based on a supplement to the prospectus, which was approved by the FMA Liechtenstein on 20 September 2019 and published by Sun Contracting AG, the public offer of the bearer bonds was extended to include Germany. The bearer bonds, ISIN AT0000A292R9, are admitted to listing and trading on the Vienna Stock Exchange (Market: Vienna MTF). Bearer bonds in a total amount of approximately EUR 1,637,801.26 were subscribed by investors (disregarding premium). The offer period has expired.

- **Issue date: 17 July 2020**

Sun Contracting AG has issued and is currently offering qualified subordinated loans. For the purpose of this offer, Sun Contracting AG has published a prospectus, that has been drawn up in accordance with scheme A of the Austrian Capital Markets Act (*Kapitalmarktgesetz*). The prospectus has been published on the website of Sun Contracting AG on 17 July 2020. The offer period has commenced on 18 July 2020. The maximum volume of the qualified subordinated loans is intended to be EUR 50,000,000.00. The offer is solely directed at investors, who have their respective seats or residences in Austria. As of 20 July 2022, subordinated loans totalling EUR 28,419,744.80 were subscribed and accepted by Sun Contracting AG (disregarding premium).

- **Issue Date: 12 August 2020**

In August 2020, Sun Contracting AG issued two bonds:

Firstly, Sun Contracting AG issued a registered bond (“Sun Contracting Registered EURO Bond 2020”) with an aggregate nominal amount of up to EUR 48,000,000.00. For the purpose of this offer, Sun Contracting AG published a prospectus, which was approved by the FMA Liechtenstein on 12 August

2020. A public offer was directed at investors, who had their seats or residences in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia or Switzerland (whereas in Switzerland, the prospectus was approved in accordance with the Financial Services Act (*Finanzdienstleistungsgesetz*)). On 24 March 2021, Sun Contracting AG published a supplement to the prospectus, according to which the offer has been extended to include France. In addition, the issue volume was also increased to an amount of EUR 144,000,000.00. The supplement to the prospectus was approved by the FMA Liechtenstein on 24 March 2021 and notified with the competent supervisory authorities in Austria, Bulgaria, Croatia, Czech Republic, France, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia and Slovenia. In Switzerland the supplement was approved in accordance with the Financial Services Act (*Finanzdienstleistungsgesetz*). Bonds of the Sun Contracting Registered Euro Bond 2020 in a total amount of approximately EUR 101,747,815.25 were subscribed by investors and accepted by Sun Contracting AG (disregarding premium). The offer period has expired.

Secondly, Sun Contracting AG issued a registered bond (“**Sun Contracting Registered CHF Bond 2020**”) with an aggregate nominal amount of up to CHF 24,000,000.00. For the purpose of this offer, Sun Contracting AG published a prospectus, which was approved by the FMA Liechtenstein on 12 August 2020. A public offer was directed at investors, who had their respective seats or residences in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia or in Switzerland (in Switzerland, the Prospectus was approved in accordance with the Financial Services Act (*Finanzdienstleistungsgesetz*)). Bonds of the Sun Contracting Registered CHF Bond 2020 in a total amount of approximately CHF 10,123,548.80 were subscribed by investors and accepted by Sun Contracting AG (disregarding premium). The offer period has expired.

- **Issue Date: 2 September 2020**

Sun Contracting AG issued a registered bond (“Sun Contracting Registered Junior Bond 2020”) with an aggregate nominal amount of up to EUR 48,000,000.00. For the purpose of this offer, a prospectus was filed with the FMA Liechtenstein and approved on 2 September 2020. A public offer was directed at investors who had their respective seats or residences in Liechtenstein or in Germany. As of 31 May 2021 bonds of the Sun Contracting Registered Junior Bond 2020 in a total amount of approximately EUR 3,572,159.88 were subscribed by investors and accepted by Sun Contracting AG (disregarding premium). The offer period was terminated in Germany on 1 June 2021. The offer period has expired.

- **Issue Date: 23 October 2020**

Sun Contracting AG issued a bearer bond (“Sun Contracting Bearer Bond 2020”) with an aggregate nominal amount of up to EUR 10,000,000.00. For the purpose of this offer, a prospectus was filed with the FMA Liechtenstein and approved on 23 October 2020. A public offer is currently being directed at investors, who have their respective seats or residences in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, Germany, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia or Switzerland (whereas in Switzerland, the Prospectus was approved in accordance with the Financial Services Act (*Finanzdienstleistungsgesetz*)). Bonds of the Sun Contracting Bearer Bond 2020 in a total amount of EUR 2,203,000.00 were subscribed by investors and accepted by the Issuer (disregarding premium). The offer period has expired. The Sun Contracting Bearer Bond 2020 (AT0000A2K2R0) is currently being listed at the Frankfurt Stock Exchange, Open Market/Freiverkehr (since 6 November 2020) and at the Vienna Stock Exchange, Vienna MTF (since 27 November 2020).

- **Issue Date: 1 June 2021**

Sun Contracting AG issued a bearer bond (“Sun Contracting Energy Bond 2021”) with an aggregate nominal amount of up to CHF 20,000,000.00, which was eligible to be publicly offered in the Principality of Liechtenstein, Austria, Germany and Switzerland. A prospectus was approved by the FMA

Liechtenstein on 1 June 2021. Bonds of the Sun Contracting Energy Bond 2021 in a total amount of CHF 12,705,000.00 were subscribed by investors. The offer period has expired.

**Further issues:**

Sun Contracting AG may issue further bonds and debt instruments to be structured to meet specific needs of clients in specific jurisdictions, in which such bonds and debt instruments will be offered to the general public. Raising further debt capital by Sun Contracting AG may significantly increase the probability of Sun Contracting AG defaulting on interest payments and redemption payments under financial instruments and other debt instruments and/or may cause or increase a default in the event of insolvency or liquidation of Sun Contracting AG.

Currently, Sun Contracting AG is intending to issue a bearer bond ("Sun Contracting Energy Bond 2022 – 2027") with an aggregate nominal amount of up to CHF 20,000,000.00, which will be eligible to be publicly offered in the Principality of Liechtenstein and in Switzerland. A draft of a prospectus has already been filed with the FMA Liechtenstein.

As of the date of this Prospectus, Sun Contracting AG has a significant amount of indebtedness, which may impair its operating and financial flexibility and could adversely affect its business and its financial position. A high level of indebtedness could cause Sun Contracting AG to dedicate a substantial portion of cash flow from operations to payments to service debt, which could reduce the funds available for working capital, capital expenditure, acquisitions and other general corporate purposes and could limit its ability to borrow additional funds (if available) and its flexibility in planning for, or reacting to, changes in technology, demand, competitive pressures and the industries in which it operates, placing Sun Contracting AG at a competitive disadvantage compared to those of its competitors that are less leveraged than it is (or not at all).

Further, a high level of indebtedness together with future debt financing, if accessible, may increase the vulnerability of Sun Contracting AG to both general and industry specific adverse economic conditions. If debts grow more than the revenues to be generated by Sun Contracting AG, the debt will eventually become unsustainable. A high debt ratio increases the risk of vicious cycles. The accumulation of debts leads to lower capital accumulation and usually to lower output in the long run. A higher perceived risk of default can lead to a higher interest rate and an increase in debt. Also, high interest expenses from the debt to finance capital expenditures may have material adverse effects on Sun Contracting AG every time there is a recession.

This could have a material adverse effect on Sun Contracting AG and as a consequence on the Issuer's business, results of operations and financial condition.

**Risk of being short on sufficient funds at the respective maturity dates:**

In light of these several issues and offers relating to debt capital (as described herein), Sun Contracting AG will either need to have sufficient funds at the respective maturity dates of the financial instruments or Investments as described herein or will have to be in a position, to secure appropriate follow-up financing to fully redeem each of those financial instruments or Investments, otherwise Sun Contracting AG may default on its payment obligations pursuant to these issues and offers and may even end up being insolvent and having to file for insolvency. It has to be noted that most of those debt instruments that have been issued by Sun Contracting AG so far are backloaded in the meaning that those debt instruments do not offer regular payments during their respective terms. Instead, interest payments are falling due at the end of their respective terms. Hence, Sun Contracting AG has deferred its payment obligations and its solvency needs to be sound at the end of the respective terms of those debt instruments.

**Key Financial information of Sun Contracting AG**

The most essential company among the Group Companies is Sun Contracting AG (please refer to section 4.6; Organisational Structure).

Financial Statements as of 31 December 2018 (attached to this Prospectus as annex IV)

**Qualified Audit Opinion**

The annual financial statements of Sun Contracting AG as of 31 December 2018 were audited by ReviTrust Grant Thornton AG in accordance with the auditing standards of the Liechtenstein Association of Auditors. The collectability of receivables in an amount of EUR 1,062,266.78 could not be assessed by the auditor. Further, the auditor could not assess the recoverability of financial assets in the amount of EUR 8,614,000.00. The auditor noted that the annual financial statements were not submitted to the general meeting for approval within six months of the end of the financial year. As a consequence, a qualified audit opinion was issued by the auditor with respect to the financial statements for the financial year that ended on 31 December 2018.

Financial Statements as of 31 December 2019 (attached to this Prospectus as annex VI)

**Qualified Audit Opinion**

The annual financial statements of Sun Contracting AG as of 31 December 2019 were audited by Grant Thornton AG in accordance with the auditing standards of the Liechtenstein Association of Auditors. The auditor could not assess the recoverability of financial assets in the amount of EUR 8,614,000.00. Further, the Auditor noted that the annual financial statements were not submitted to the general meeting for approval within six months of the end of the financial year. As a consequence, the Auditor issued a qualified audit opinion with respect to the financial statements for the financial year that ended on 31 December 2019.

Financial statements as of 31 December 2020 (attached to this Prospectus as annex VIII)

**Qualified Audit Opinion**

The annual financial statements of Sun Contracting AG as of 31 December 2020 were audited by Grant Thornton AG in accordance with the auditing standards of the Liechtenstein Association of Auditors. The auditor could not assess the recoverability of financial assets in the amount of EUR 6,764,000.00. Further, the Auditor noted that the annual financial statements were not submitted to the general meeting for approval within six months of the end of the financial year. As a consequence, the auditor issued a qualified audit opinion with respect to the financial statements for the financial year that ended on 31 December 2020.

**Balance Sheets**

Balance Sheets (in EUR)	31/12/2020	31/12/2019	31/12/2018
<b>Assets</b>			
Total Fixed Assets	43,291,070.63	11,722,520.18	9,786,600.59
Prepaid Expenses	32,417.21	14,679.94	19,625.82
Total Current Assets	15,668,345.27	15,467,052.22	4,088,274.53
<b>Total Assets</b>	<b>58,959,415.90</b>	<b>27,189,572.40</b>	<b>13,874,875.12</b>
<b>Liabilities</b>			
Total Shareholders' Equity	2,664,831.32	2,013,681.84	1,596,988.15
Total Debts	56,294,584.58	25,175,890.56	12,277,886.97
<i>Liabilities</i>	54,433,162.46	25,111,058.56	12,193,311.87
<i>Deferred Income</i>	1,791,422.12	24,832.00	10,205.10
<i>Provisions</i>	70,000.00	40,000.00	74,370.00

<b>Total Liabilities</b>	58,959,415.90	27,189,572.40	13,874,875.12
--------------------------	---------------	---------------	---------------

(Source: annual financial statements of Sun Contracting AG as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020)

#### Income Statements:

Income Statements (in EUR)	01/01/2020 to 31/12/2020	01/01/2019 to 31/12/2019	01/01/2018 to 31/12/2018
Net Sales	5,329,684.87	3,126,285.47	1,654,167.80
Costs of Materials/Services	-1,349,434.85	-660,794.69	-295,056.16
<b>Gross Profit</b>	<b>3,980,250.02</b>	<b>2,465,490.78</b>	<b>1,359,111.64</b>
Staff Expenses	-30,894.71	0	0
Other operating Expenses	-1,895,127.79	-1,667,343.13	-698,771.06
Depreciation and Value Adjustments	-315,361.11	-2,366.18	-18,589.50
Income from Participations	185,000.00	158,060.45	0
Interests and similar Expenses	-1,452,391.99	-497,066.05	-46,803.36
Interests and similar Income	250,826.61	2,824.91	10.50
<b>Result from ordinary Business Activities</b>	<b>722,301.03</b>	<b>459,600.78</b>	<b>594,958.22</b>
Taxes	-71,151.55	-42,907.09	-74,707.61
<b>Profit for the year (+Profit/Loss)</b>	<b>651,149.48</b>	<b>416,693.69</b>	<b>520,250.61</b>

(Source: annual financial statements of Sun Contracting AG as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020)

#### Cash Flow Statements:

Cash Flow Statements (in EUR)	31/12/2020	01/01/2019	01/01/2018
Profit for the Year	651,149.48	416,693.69	520,250.61
+ Depreciation on fixed Assets	0	0	0
+/- Increase/Decrease in Provisions	30,000.00	-34,370.00	63,407.50
+/- Decrease/Increase in Receivables and other Assets	-34,220,623.13	-11,805,675.21	-12,314,283.71
+/- Increase/Decrease in Liabilities	31,088,694.02	12,932,373.59	12,095,860.21
<b>= Cash Flow from operating Activities</b>	<b>-2,450,779.63</b>	<b>1,509,022.07</b>	<b>365,234.61</b>
- Payments for Investments in Property, Plant and Equipment	0	0	0

- Payments for Investments in financial Assets	-31,568,550.45	-1,935,919.59	-9,579,911.52
+ Proceeds from Disposals of financial Assets	31,568,550.45	1,935,919.59	9,579,911.52
<b>= Cash Flow from investing Activities</b>	<b>0</b>	<b>0</b>	<b>0</b>
+ Payments by Shareholders	0	0	900,000.00
- Payments to Shareholders	0	0	0
+ Proceeds from taking up of Loans	0	0	0
-Payments for the Repayment of Loans	0	0	0
<b>= Cash Flow from financing Activities</b>	<b>0</b>	<b>0</b>	<b>900,000.00</b>
Cash and Cash Equivalents at the beginning of the Period	2,862,924.41	1,353,902.34	88,667.73
Cash and Cash Equivalents at the end of the Period	412,144.78	2,862,924.41	1,353,902.34

(Source: annual financial statements of Sun Contracting AG as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020.)

**(b) Funding risk could limit the ability of Sun Contracting AG and each of the Group Companies to engage in planned activities and to expand their respective business. Sun Contracting AG and each of the Group Companies are subject to the risk of being unable to raise enough funds for the planned expansion of their respective business activities.**

Sun Contracting AG – as the parent company of the Sun Contracting Group – is to be regarded as the most influential and essential company among the Group Companies. Sun Contracting AG is engaged in the business of renewable energy (photovoltaics) and is either providing services related to photovoltaics (producing and selling electricity generated from renewable sources) or is providing such services through any of its subsidiaries or is purchasing shares in, or assets from, companies, which are active in the industry of renewable energy.

The Paris Agreement was adopted by 196 parties at the Climate Change Conference (COP 21) in Paris on 12 December 2015, in which those 196 parties agreed to limit greenhouse gas emissions. In several jurisdictions, regulations or laws have already been or are being considered to limit or reduce greenhouse gas emissions (decarbonizing), which is why Sun Contracting AG (and each of its affiliates and subsidiaries) believes that it is engaged in an emerging industry. Ready access to funds, is essential to the business activities of Sun Contracting AG and of each of the Group Companies.

A lack of funds or a lack of access to funds may mean that Sun Contracting AG or any of the Group Companies will not have sufficient funds available to maintain or increase their activities, which employs substantial amounts of funds. The industrial activities of Sun Contracting AG and the Group Companies are capital intensive and the continued funding of such activities is critical to maintain business activities in periods when net operating cash flow is negative or insufficient to cover capital expenditures and to maintain or to increase business activities.

Sun Contracting AG intends to fund the expansion of its business (and the business of the Group Companies) with the funds to be raised from (inter alia) the issue of financial instruments, loans from the Issuer which stem from proceeds to be collected by the issue of financial instruments (e.g. the Bonds) and from loans to be

borrowed from banks. However, there is a risk that available funds will not be sufficient for Sun Contracting AG and the Group Companies to run and to extend their respective operations. Sun Contracting AG and each of the Group Companies are dependent on the availability of medium and long-term funding for the implementation of photovoltaic projects.

Further, financing agreements with banks and any third party lenders usually contain customary covenants, which may limit Sun Contracting AG or each of the Group Companies as borrower in their business activities and stipulate the use of assets as collateral and/or provide for restrictions with respect to (additional or further) debt finance of Sun Contracting AG.

The fact that Sun Contracting AG has been established in September 2017 and still needs to gain a solid foothold in the industry it is operating entails a significant funding risks, especially since it is uncertain, whether Sun Contracting AG will be able to either qualify for additional external funding or – if it does – to provide necessary collateral.

The availability of funds is depending on prevailing market conditions and the financial, earnings and asset situation of Sun Contracting AG and/or the Group Companies. The lack of availability of funding may have a material adverse affect on the ability of Sun Contracting AG and/or the Group Companies to carry out photovoltaic projects and – as a consequence – on their business, their results of operations and their financial condition. As a result of being exposed to a risk vis-à-vis Sun Contracting AG and/or vis-à-vis any of the Group Companies on account of any loan agreements being entered into with Sun Contracting AG and/or with any of the Group Companies, any decline in the business of Sun Contracting AG and the Group Companies may also have a material adverse effect on the Issuer. If Sun Contracting AG (or any of the Group Companies) does not honour its obligations out of or in connection with loan agreements to be entered into with the Issuer, the ability of the Issuer to honour its obligations under the Bonds may be materially affected by such default.

**(c) The business model of the Sun Contracting Group regarding photovoltaic contracting is essentially depending on the electricity to be produced by photovoltaic systems. Actual results may differ from corporate planning.**

The business model and the calculation of revenues by the Group Companies in connection with Photovoltaic Contracting (as defined in section 4.5.1 herein) is essentially depending on the electricity, which is produced with photovoltaic systems. The Group Companies are basing their calculations with respect to their business model (i) on the average performance of photovoltaic systems (e.g. conversion rate with respect to sunlight being converted into electricity) and on the maintenance costs of photovoltaic systems in the past and (ii) on forecasts with respect to expected climatic conditions and to the level of radiation, which may be expected to be recovered by a photovoltaic system in an area where a photovoltaic system is to be installed.

A photovoltaic system consists of several technical components, which are believed to have a lifetime of at least 20 years. Over time, these components will be worn down and damaged by the effects of thermal expansion and contraction, UV light, damages from windblown particles and in general from wear and tear. The internal calculations of the Group Companies are based on a lifetime of photovoltaic systems of 20 years and on expected climatic conditions in the particular area where a photovoltaic system is planned to be installed. Material uncertainties remain with regard to the lifetime of photovoltaic systems, the reliability, the sustained performance as well as the meteorological situation in the respective area in which a photovoltaic array is to be installed.

During its operating time, a photovoltaic system can be influenced by many factors that may reduce its performance and its output. A photovoltaic system's performance is directly tied to how much sunlight reaches the panels to be converted into electric energy. Sunlight is an intermittent source (with regard to seasonal intermittency, day/night and with respect to actual weather conditions) and photovoltaic systems do not generate electricity 24 hours a day and 365 days a year. Various causes may lead to an energy production loss in photovoltaic systems. For instance, photovoltaic systems are sensitive to shading. If a small section of a



photovoltaic system is shaded by the branch of a tree or other sources of shading, a significant drop in power output from the photovoltaic system may result.

The efficiency of a photovoltaic system is also impacted by dust and grime (“soiling”) that accumulates on a photovoltaic system. In snowy climates, the amount of snow loss will be dependent on several factors, including the tilt of the panels, duration and intensity of snowfall, ambient temperature, and possibly wind. Snow cover will block production until it slides off the panels or melts away. For an efficient performance of a photovoltaic system, shading has to be avoided to the maximum possible extent.

Calculations are based on estimates of annual revenues from energy being produced with photovoltaic systems, which are derived from long-term averages of weather observations as well as from experiences with the performance of photovoltaic systems and grid connections. However, the meteorological situation may differ from the long-term average, which is underlying the calculations of each of the operating Group Companies.

Such deviations, as well as seasonal deviations, may result in the calculations on which a Group Company is basing its business model turning out to be incorrectly assessed. As a result, the respective Group Company may generate less electricity than it has calculated which in turn leads to less revenue for such Group Company. Furthermore, climatic changes associated with an increase in extreme weather conditions may result in deviations from the median value typically used in the calculation and projection of energy yield.

Hence, the actual performance of a photovoltaic system might turn out be lower than calculated, e.g. due to lower solar radiation and/or due to underperformance and undergeneration of a photovoltaic system and/or higher maintenance costs for the photovoltaic system and/or the need for any additional investments. Deterioration regarding the efficiency of equipment, unusual or exceptional pollution or snow cover on the panel surfaces of photovoltaic systems may also have a significant impact on the profitability of a photovoltaic system. It cannot be ruled out that, overall, less electricity will be generated over the entire period of the economic forecast and calculation than is assumed therein. Deviations of the actual results from the projected annual yield from generated energy used in earning forecasts may reduce the profitability of a photovoltaic system and consequently reduce the return on investment for a Group Company and may even render its business model unprofitable.

Furthermore, there is a risk that negotiations regarding feed-in contracts to be concluded and implemented with energy suppliers or grid operators stall, falter, are delayed or are subject to any other issues, which may result in an interruption or a delay of a grid connection or no feed-in of eligible electricity at all. In such cases, the proceeds of a Group Company would considerably be reduced which would have a material adverse effect on the profitability and the return on investment for a Group Company.

Sun Contracting AG, as the most essential company of the Group Companies, is relying on its past experience and on its expectations while projecting sales figures, earnings, costs and investment periods, which is underlying its planning. There is no guarantee whatsoever, that any of these expectations will indeed materialise. If expectations have to be revised, planned projects may not be realised in full or may materialise only in part or at a later date.

Should any of these risks materialise, this may have a material adverse effect on the business of each of the Group Companies, the Sun Contracting Group as a whole, the results of operations and financial condition of any of the Group Companies and may have an adverse effect on the ability of the borrowing companies of the Sun Contracting Group to honour their respective obligations vis-à-vis the Issuer under the loan agreements to be entered into with the Issuer.

If a borrowing company of the Sun Contracting Group does not honour its obligations out of or in connection with loan agreements to be entered into with the Issuer, the ability of the Issuer to honour its obligations under the Bonds may be materially affected by such default.

**(d) The Group Companies are and will be subject to increased competition.**

In a number of jurisdictions, regulations or laws have already been promulgated or are being considered to limit or reduce greenhouse gas emissions. Increasing regulations of greenhouse gas emissions, including tighter emission reduction targets in numerous jurisdictions, especially in connection with subsidies in relation to renewable energies, is likely to lead to (several) other competitors entering the industry in which the Sun Contracting Group is operating (that is, producing and selling renewable energy). Increased competition may lead to increased price pressure and may result in the Sun Contracting Group not being able to procure new clients (or only to a lesser extent).

In addition, some electricity production from photovoltaics is already in place and could be even more in competition with other methods of electricity production from other renewable energy sources, such as wind power (e.g. onshore / offshore), biomass or geothermal energy. Further, new technology – such as a “carbon catchers” in connection with conventional sources of energy – may lead to a decrease in the demand of photovoltaics. Alternative methods of producing renewable energy or new technologies could exert a high competitive pressure on photovoltaics, for example, if other methods or new technology prove to be more economical due to technical progress (e.g. biofuels) or receive greater regulatory support for political reasons. As of the date of this Prospectus solar panels convert approximately a quarter of the sunlight into electricity. Costs for solar power may drop, solar cells may get cheaper and the efficiency of solar panels may increase. This may lead to a decrease in the demand from clients for the services – Photovoltaic Contracting (as defined in section 4.5.1 herein) – being offered by the Sun Contracting Group.

The Sun Contracting Group intends to expand its activities in the Photovoltaic Contracting market, thus to set up photovoltaic systems for clients, to run such photovoltaic systems for the minimum term of the agreements to be entered into with clients, generally contemplated to be 20 years, and to transfer ownership of those photovoltaic systems to a respective contracting client after the term of an agreement has expired. This business model is not reserved to the Sun Contracting Group and is already pursued and may further be pursued by several other entities and persons. Should the geographic markets of the Sun Contracting Group and those of its current and potential new competitors overlap, the Sun Contracting Group may not be selected for photovoltaic projects and/or may not achieve anticipated or estimated results of operation.

Should any of these risks materialise, this may have a material adverse effect on the business of each of the Group Companies, their future prospects, the Sun Contracting Group as a whole and may have a material adverse effect on the results of operations and financial condition of each of the Group Companies and may adversely affect the ability of a borrowing Group Company to honour its obligations vis-à-vis the Issuer under the loan agreements to be entered into with the Issuer. If a borrowing Group Company does not honour its obligations out of or in connection with loan agreements, which it has already entered into (or which it will enter into) with the Issuer, the ability of the Issuer to honour its obligations under the Bonds may be materially affected by such default.

**(e) Sun Contracting AG and the Sun Contracting Group as a whole (or some of the Group Companies), are still in their early stages and are faced with competition from more experienced, well-established and well-known companies.**

Sun Contracting AG has only a limited corporate history, it lacks long-term experience and it may be unable to either achieve or sustain profitability or to predict its respective future results accurately. Sun Contracting AG lacks long-term experience with regulatory approvals or with respect to dealings with clients and suppliers in the photovoltaic industry.

Founded in September 2017, Sun Contracting AG and as a consequence the Sun Contracting Group as a whole (or some of the Group Companies), are still in their early stages compared to more established companies and has been active in the photovoltaic market as of the date of this Prospectus only to a minor extent.

In July 2018, Sun Contracting AG operated only three photovoltaic systems. A year later, in July 2019, Sun Contracting AG (or any of its subsidiaries) operated 125 photovoltaic system and worked on several other projects with respect to photovoltaic (inter alia 72 photovoltaic projects). As of March 2022, Sun Contracting AG or any of its subsidiaries are running 203 photovoltaic projects and are working on several more projects related to photovoltaics.

At the same time and over the same period respectively, the debt of Sun Contracting AG increased likewise. According to its latest audited financial statements as of 31 December 2020, the total liabilities of Sun Contracting AG amounted to EUR 58,959,415.90 (2019: EUR 27,189,572.40; 2018: EUR 13,874,875.12), total debts amount to EUR 56,294,584.58 (2019: EUR 25,175,890.56; 2018: EUR 12,277,886.97), whereas its shareholders' equity amounts to EUR 2,664,831.32 (2019: EUR 2,013,681.84; 2018: EUR 1,596,988.15).

According to its preliminary and unaudited financial statements as of 31 December 2021, the total liabilities of Sun Contracting AG amount to EUR 81,975,023.44, total debts amount to EUR 81,358,905.37, whereas its shareholders' equity is still amounting to EUR 2,664,831.32. Sun Contracting AG recorded a loss for the business year, which ended on 31 December 2021, amounting to EUR 2,048,713.25.

Hence, its financial gearing, the debt-to-equity ratio, is very high and therefore Sun Contracting AG is more sensitive to changes in operating profit, because annual income has to be devoted for a good part to honour claims of debt holders.

As a relatively new competitor it faces competition with more experienced, more well-known and well-established incumbent firms. The competitive risk of Sun Contracting AG and any of its Group Companies exists in particular with regard to the acquisition of (new) clients. Sun Contracting AG and any of its Group Companies may struggle while competing against larger companies, which companies may be able to negotiate for better prices from suppliers, may produce goods and services on a large scale more economically, or take advantage of bigger marketing budgets.

Sun Contracting AG may be faced with the risk that its competitive position may still be weak, that it is still unknown and has yet to build and maintain a positive reputation. Such drawbacks may be reflected, for example, in Sun Contracting AG (and also Group Companies) failing to procure new clients and in the necessity to spend an increased amount of time in dealings with authorities to obtain regulatory approvals (especially if Sun Contracting AG or a Group Company is trying to enter a new or foreign market).

The construction of photovoltaic systems and any necessary ancillary buildings, such as transformer and inverter stations, or other facilities, such as cable routes, may require official (construction) approval. In addition, there may be legal issues and delays related to regulatory approvals. It cannot be ruled out that a prerequisite to obtain such approvals will be introduced or extended in the future. This may have an adverse impact on the construction of photovoltaic systems. The lack of licences or approvals may result in the dismantling of the concerned photovoltaic systems.

The Group Companies have only limited experience with specific market conditions and related needs. Hence, there is an increased risk that a Group Company will not correctly assess market conditions and needs and may consequently even fail to customize its products to specific market needs or specific market prerequisites. In addition, unexpected obstacles and delays in the implementation of any planned photovoltaic projects may occur and, even with expert planning and costing, may lead to a significant increase in project costs.

**(f) The Group Companies are subject to a calculation risk as well as planning and financing risks in connection with the development and installation of photovoltaic systems. Furthermore, there is a risk with respect to roof-based photovoltaic systems.**

There are specific risks involved in the construction and operation of photovoltaic systems. These risks include planning, financing, and operating risks. For example, Sun Contracting AG or a Group Company may insufficiently or incorrectly plan a photovoltaic system, which is intended to be installed for a client. Such erroneous planning may result in a client not being provided with such amount of energy, which has been agreed upon and which

has been calculated. Accordingly, this may lead to Sun Contracting AG or any of the Group Companies losing calculated remuneration.

In case of photovoltaic systems, which are intended to be mounted upon the roof of a building, there is a risk that the statics and load-bearing capacity of a particular roof structure is incorrectly calculated or misjudged by either a Group Company or any third party having been assigned with such calculations by a Group Company. As a consequence, a specific roof upon which the photovoltaic system is intended to be mounted may be structurally unsuitable for carrying the load of the photovoltaic system. Additionally, further parameters have to be taken into account with regard to a roof to be used for a photovoltaic system, which are inter alia its size and orientation, whether it is a flat rooftop or rooftop with a low slope or whether it is blocked by shade. In case of a lack of suitability or limited suitability of a rooftop, a photovoltaic system may not be built at all or may only be built under certain circumstances and with considerable additional efforts and costs.

If an ineptness of a roof is determined only after the photovoltaic system has already been installed (for example due to any damages to the roof or the building), additional construction work and measures may be required in order to provide the necessary stability or to prevent damages to the roof, the building or to the photovoltaic system. It cannot be ruled out that additional capital expenditures may become necessary or that the photovoltaic system might even have to be completely dismantled and that the procurement of a replacement roof or other surface area becomes necessary. In any of these events, an affected Group Company may be faced with additional costs to be borne by such affected Group Company.

Furthermore, a Group Company is exposed to the risk that it may incorrectly or erroneously calculate the remuneration to be paid by a client in consideration of the electricity to be produced, provided to, and to be agreed upon with, a client, which may render the operation of a respective photovoltaic system unprofitable for such Group Company.

Should any of these risks materialise, this may have a material adverse effect on the business of the affected Group Company, its results of operations and financial condition and may affect its ability to honour its obligations vis-à-vis the Issuer under any loan agreements to be entered into with the Issuer. If a borrowing Group Company does not honour its obligations out of or in connection with loan agreements to be entered into with the Issuer, the ability of the Issuer to honour its obligations under the Bonds may be materially affected by such default.

**(g) The Group Companies are dependent on third parties with respect to the installation and the maintenance of photovoltaic systems.**

Each of the Group Companies may retain third parties (contractors) with respect to the installation of photovoltaic systems. Such contractors often work with subcontractors and other contractors. The Group Companies are exposed to the risk that contractors, individual subcontractors and other contractors may underperform or may fail to deliver assigned tasks on time or may even fail to deliver at all. Furthermore, contractors, subcontractors or any other contractual third parties may default due to any insolvency proceedings they are undergoing.

Procurement problems and supply bottlenecks with regard to different components of photovoltaic systems may also lead to delays in the installation of photovoltaic systems.

In an event of unexpected technical difficulties or failures in the course of an installation or any delays in photovoltaic projects, there is a risk that the scheduled time line with regard to the completion of a photovoltaic system will not be met. In certain circumstances, a photovoltaic system may only be approved if additional and extensive work is being carried out, which must be remunerated separately.

Each of the Group Companies is exposed to the risk of legal disputes with respect to the settlement of any invoices, especially in the event of any difficulties or delays in the execution of agreements with contractors to which each of the Group Companies may turn to with regard to the construction, mounting and servicing of photovoltaic systems and if it is unclear who has caused such difficulties or delays. Similar disputes may arise if,

for example, a company that has been assigned by a Group Company to be a contractor or a subcontractor provides additional services, without those services having been contractually stipulated in advance and in detail.

Conversely, each of the Group Companies may be sued by clients for damages or with regard to the payment of contractually-stipulated penalties. Hence, each of the Group Companies may be involved in a number of legal disputes in the ordinary course of its business, some of which involve large claims, the outcome of which is often difficult to assess, not infrequently taking a long time and not always won by the affected Group Company. Any resulting expenses or defaulted claims may have a material adverse impact on a Group Company, its business, its results of operations and on its financial condition.

During the term of Photovoltaic Contracting (as defined in section 4.5.1 herein; hence, during the term of an agreement with a client with respect to Photovoltaic Contracting), a Group Company, as the operator of a photovoltaic system, is solely responsible for its maintenance and other services. Insolvency of, or poorly execution by, a contractor or an equipment manufacturer, who are being hired and retained by a Group Company in order to provide such maintenance and/or other services, may result in additional costs and expenses for maintenance and servicing to be borne by a Group Company, which will lead to increased costs compared to the costs that have initially been calculated by the affected Group Company.

Appointing a replacement contractor to replace a defaulting contractor and who provides services in lieu of such defaulting contractor following the termination or partial termination of a contract with such defaulting contractor or subcontractor, is usually associated with increased costs, which are usually to be borne by the affected Group Company and may additionally lead to delays in the assembly or in the installation of a photovoltaic system. It may also be the case that the affected Group Company may not be able to seek redress for such increased costs in whole or in part from its respective (defaulting) contractual partner.

Should any of these risks materialise, this may have a material adverse effect on the business of the affected Group Company, its results of operations and financial condition and may affect its ability to honour its obligations vis-à-vis the Issuer under the loan agreements to be entered into with the Issuer. If a borrowing Group Company does not honour its obligations out of or in connection with loan agreements to be entered into with the Issuer, the ability of the Issuer to honour its obligations under the Bonds may be materially affected by such default.

**(h) The Group Companies are subject to the risk arising from the operation of photovoltaic systems.**

Defects – such as delamination and corrosion, micro-cracks, hot spots – or faults affecting a photovoltaic system (some of which may be barely noticeable) may result in an interruption of operation, during which periods no electricity (or only reduced amounts of electricity) can be generated by a photovoltaic system and provided to clients or fed into the grid. Further, the operation of a photovoltaic system may cause unforeseen damages, such as surge damage, which could harm third parties. As a consequence, damages have to be compensated and costs are to be borne by a Group Company as part of its liability as an operator of photovoltaic systems or as a result of its customary statutory duties regarding public safety. As far as the resulting claims for damages by third parties are not fully covered by insurance benefits, such damages have to be compensated by a Group Company.

Should any of these risks materialise, this may have a material adverse effect on the business of an affected Group Company, on the Sun Contracting Group as a whole and on the results of operations and financial condition of a Group Company and may affect the ability of a borrowing Group Company to honour its obligations vis-à-vis the Issuer under the loan agreements to be entered into with the Issuer. If a Group Company does not honour its obligations out of or in connection with loan agreements to be entered into with the Issuer, the ability of the Issuer to honour its obligations under the Bonds may be materially affected by such default.

**(i) Sun Contracting AG is subject to the risk of incorrectly assessing future acquisitions.**

On occasion, Sun Contracting AG might ponder and review the opportunity of acquiring shares in, or assets from, companies, which are active in the same business or in a complementary business if an opportunity is presented

to do so at attractive prices or if shares in such companies seem to be undervalued. In the course of such acquisitions, Sun Contracting AG either purchases shares in companies that are operating in the field of solar energy or assets – hence photovoltaic systems – of and from such companies.

Sun Contracting AG will consider using the funds to be borrowed from the Issuer and to be raised by the Issuer by the issuance and offer of financial instruments (inter alia the Bonds) to fund such potential acquisitions. Sun Contracting AG may also issue further debt instruments in order to raise debt capital.

However, Sun Contracting AG may incorrectly assess the risks related to a potential acquisition or may not determine (inter alia) legal, tax, economic or technical risks at all or may not determine such risks correctly, completely or sufficiently. For example, a company that is acquired may underperform in its business, may be faced with warranty or liability claims, or may have technical standards that do not meet the standards set by Sun Contracting AG. Sun Contracting AG may also be liable for past acts, omissions or liabilities of companies or businesses it has acquired, which may be unforeseen or greater than previously anticipated at the time of the relevant acquisition.

Should any of these risks materialise, this may have a material adverse effect on the business of Sun Contracting AG, its results of operations and financial condition and may affect its ability to honour its obligations vis-à-vis the Issuer under the loan agreements to be entered into with the Issuer. If Sun Contracting AG does not honour its obligations out of or in connection with loan agreements to be entered into with the Issuer, the ability of the Issuer to honour its obligations under the Bonds may be materially affected by such default.

**(j) The Group Companies are exposed to the risk that the existing insurance coverage will not be sufficient to cover all conceivable damages.**

Although the insurance of each of the Group Companies is intended to cover the majority of the risks to which each of the Group Companies may be exposed, it cannot account for every potential risk associated with its operations. Further, there cannot be assurance that the insurance coverage of each of the Group Companies will be adequate or that its insurers will pay a particular claim. The photovoltaic systems operated by a Group Company may be damaged or even destroyed by fire, storm, hail, other events of force majeure or acts of god or due to other circumstances. There could be insufficient insurance coverage to cover such damages. Certain damages, in particular due to natural disasters such as earthquakes, floods, business interruption, war or terrorism may not be insurable or only at uneconomic conditions.

Changes or amendments to applicable law or regulations with respect to the installation of photovoltaic systems may result in the insurance benefits not being sufficient. In general, insurance policies may contain usual deductibles, exclusions and caps. The business risk of Sun Contracting AG or of any of the Group Companies is not insured.

Hence, adequate coverage at reasonable rates is not always commercially available to cover all potential risks and no assurance can be given that, where available, such coverage would be sufficient to cover all losses and liabilities to which each of the Group Companies may be exposed. The occurrence of a material adverse event not fully or only partly covered by insurance could have a material adverse effect on the business, results of operations and financial condition of an affected Group Company.

Should any of these risks materialise, this may have a material adverse effect on the business of an affected Group Company, on the Sun Contracting Group as a whole and on future prospects, the results of operations and financial condition of an affected Group Company and may affect the ability of a borrowing Group Company to honour its obligations vis-à-vis the Issuer under the loan agreements to be entered into with the Issuer. If a Group Company does not honour its obligations out of or in connection with loan agreements to be entered into with the Issuer, the ability of the Issuer to honour its obligations under the Bonds may be materially affected by such default. This may have a material adverse effect on the net assets, financial position and results of operations of the Issuer and may impair its ability to honour its obligations under the Bonds and effect payments pursuant to the Bonds accordingly.

**3.2.2. The Group Companies are exposed to and subject to a significant number of laws and regulations and are subject to adverse effects on their business and financial conditions as well as their operating results due to amendments in the legal framework.**

The activities of the Group Companies are subject to extensive laws and regulations governing various matters.

Each of the Group Companies may be required, under applicable laws and regulations (in those jurisdictions in which services are being, or will be, provided), to seek governmental licences, permits, authorisations, concessions and other approvals in connection with their respective activities. Obtaining the necessary governmental permits may be a particularly complex and time-consuming process and may involve costly undertakings. In addition, the Group Companies are exposed to the risk, that they may not have obtained all such governmental licences, permits, authorisations, concessions and other approvals with respect to their respective activities. Each of the Group Companies is vulnerable to sanctions being imposed over it by any competent supervisory authority.

The business model of the Sun Contracting Group in Austria is also depending on the statutory regulation on feed-in tariffs, and thus on the respective applicable laws and regulations.

As of the date of this Prospectus, the applicable regulations in Austria may be found, inter alia, in the Austrian Renewable Expansion Act (BGBl I 150/2021, *Erneuerbaren-Ausbau-Gesetz*), in the Austrian Green Electricity Act (BGBl I 75/2011, as amended; *Ökostromgesetz*) and in the Feed-in Tariff Ordinance (BGBl II 408/2017, *Ökostrom-Einspeisetarifverordnung 2018*). It cannot be ruled out that lawmakers will change the legal basis regarding the permissibility, feed-in and reimbursement of renewable (carbon-free) electricity, in particular for photovoltaic systems not yet in operation or even for those which are already in operation.

In addition, the enactment of new laws and regulations and amendments to existing laws and regulations, compliance with which could be expensive or onerous, could also have a material adverse impact on the ability of each of the Group Companies to operate its respective business and/or on the profitability or cash flow of its capital expenditure. It cannot be ruled out that a current or future statutory regulation will be changed.

Because the Sun Contracting Group is trying to expand its business and to enter markets outside of Austria, Liechtenstein, Germany, Slovenia (and other jurisdictions it is currently active), the Sun Contracting Group is and will become subject to numerous foreign jurisdictions. Therefore, the Sun Contracting Group is exposed to the risk of amendments in the legal and tax framework (including not limited to any amendment to, or change in, an official and binding interpretation of any such laws) in Liechtenstein, Austria, Germany, Slovenia and in those countries in which the Sun Contracting Group is intending to provide its services now and at some point in the future.

Such changes may in particular affect the Sun Contracting Group because the calculation and the planning of the Sun Contracting Group with respect to a market entry is based on prevailing legal and tax framework that may subsequently be changed or amended. Furthermore, it cannot be ruled out that a current or future applicable law or any statutory regulation will be amended. Any amendments to applicable law and regulations may even render the business model of the Sun Contracting Group partially or wholly unprofitable.

A change in, or amendment to, applicable tax laws and regulations, the practice of their application and their interpretation by authorities and courts may have a negative impact on the economic behaviour of the Sun Contracting Group, and also on the market value of the Bonds and the yields generated by Bondholders on the funds invested in the Bonds. The amount of return after taxes largely depends on the individual tax situation of each Bondholder.

The Terms and Conditions with respect to the Bonds are governed by Austrian law, as in force at the date of this Prospectus. No warranty can be given (i) as to the effect of possible court decisions or changes to the law applicable to the Issuer or to any of the Group Companies or (ii) as to the effect of changes in administrative practice which is relevant for the Issuer or for any of the Group Companies after the date of this Prospectus. Court decisions or any changes to the law applicable to the Issuer or to any of the Group Companies or any

changes in administrative practice, which is relevant for the Issuer or for any of the Group Companies after the date of this Prospectus may adversely affect the Issuer, any of the affected Group Companies, the Bonds and the Bondholders.

### **3.3 RISKS RELATED TO THE BONDS**

#### **3.3.1. Bondholders are subject to the risk of limited liquidity of the Bonds and exposed to the risk that a secondary market for the Bonds may not develop.**

The Bonds will not be included in a clearing system, but physical certificates (“**Certificate**” or “**Certificates**”) will be issued with respect to subscribed Bonds (which may be deposited with the Issuer at the request of Bondholders). Furthermore, the Bonds will neither be introduced nor admitted to trading on a Regulated Market, an MTF, an OTF or any other trading venue.

Since the Bonds will not be introduced or admitted to trading on a Regulated Market, an MTF, an OTF or any other trading venue (“**Listing**”), there will not be a price discovery of the Bonds in the sense that prices are formed through the interaction of numerous buy and sell orders in an exchange or trading venue. Due to the lack of a Listing and correspondingly due to the lack of any bid/ask quotes by any intermediaries or market participants, a trading price of the Bonds may be difficult to be assessed (let alone on a constant basis). Further, the liquidity in, and tradability of, the Bonds and thus their transferability will be very limited since the Bonds will not be admitted to trading on any trading venue. Investors have to take into account that interest payments will not be made to holders of Bonds during the term of the Bonds, but will instead be made at Maturity Date or in the event of a termination of the Bonds (at an Early Redemption Date).

Additionally, the Issuer is not obligated to redeem the Bonds prior to Maturity Date or prior to a termination (as the case may be), whereas a termination shall only be feasible after a period of five years and subject to a termination notice of six months (save for a termination in an event of default, which shall be feasible during the term of the Bonds).

The liquidity of the Bonds is also influenced by various factors such as issue volume, terms and the prevailing market conditions. It cannot be guaranteed that a secondary market for the Bonds will develop at all and – if a secondary market develops – continues to exist. If a secondary market for the Bonds does not develop or is not maintained, the market value or trading price and liquidity of the Bonds may be materially adversely affected. The development or continued liquidity of any secondary market for the Bonds will be affected by a number of factors such as general economic conditions, the financial condition, the creditworthiness of the Issuer and of Sun Contracting AG as the parent company as well as other factors such as the outstanding amount of the Bonds, any redemption features of the Bonds and the level, direction and volatility of interest rates generally. Such factors may adversely affect the market value of the Bonds in a significant manner. Consequently, it may be difficult for Bondholders to transfer or to trade the Bonds. Hence, Bondholders are exposed to the risk that they may not be able to sell their Bonds at all or only at prices, which are below the prices they are seeking, or at prices that will not provide them with a yield comparable to similar investments that have a developed trading market.

#### **3.3.2. An investment in the Bonds may not be appropriate and suitable for investors.**

The Bonds are unsecured and neither insured savings accounts or deposits of a bank. The Bonds are not insured or guaranteed by any governmental agency or other institution. Pursuant to the Terms and Conditions, Bondholders are not entitled to terminate the Bonds during the first five years (plus a notice period of six months) of the term of the Bond without cause (an event of default). Potential investors should also be aware of the fact



that pursuant to the Terms and Conditions of the Bonds, Bondholders will not receive any interest payments during the term of the Bond. Payments of principal and interest payments will be paid to Bondholders either at the end of the term of the Bonds or in case of a repurchase or a termination (bullet maturity).

Since the Issuer is a special purpose entity and limited in its purpose to fund other Group Companies of the Sun Contracting Group and since it does not pursue any business activities otherwise and does not have any assets, the obligations under the Bonds have to be regarded as structurally subordinated. The Issuer is established to offer and place debt instruments to and with investors and to provide any proceeds to be collected in such offers and placement to the Group Companies of the Sun Contracting Group.

The Issuer, which does not have any assets, has to rely on, and is heavily relying on, the borrowing Group Companies to honour their respective obligations under any loans to be provided by the Issuer. As a consequence, each and every investment in the Bonds has to be regarded as a high risk investment.

Each investor and prospective Bondholder must determine the appropriateness and suitability of an investment in Bonds in light of its own circumstances. In particular, each investor and prospective Bondholder should:

- (i) have sufficient knowledge and experience to make an in-depth evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained in this Prospectus or any supplement (as the case may be);
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Bonds and be familiar with the behaviour of financial markets; and
- (v) be able to evaluate (either alone or with the help of financial advisers) possible scenarios for economic, monetary, interest rate, exchange rates (if investors have to convert the currency of their respective seat or residence into Euro to invest in the Bonds) and other factors that may affect its investment and its ability to bear the applicable risks.

This Prospectus does not replace indispensable advice of an attorney, a bank, or a financial-, investment- or tax advisor in each individual case. Refraining to obtain such advice may result in material adverse consequences for an investor and Bondholder. Such consequences may be due to the fact that the characteristics of the Bonds (to be purchased) are not consistent with the individual situation of an investor including its knowledge and experiences with investments in financial instruments, its financial situation and its ability to bear losses, its investment objectives including its risk tolerance or with the individual investment needs of an investor (and Bondholder). Prospective investors should also consult tax advisers with respect to the tax consequences of the purchase, holding and sale of Bonds.

**3.3.3. The Bonds are unsecured and neither savings accounts nor insured deposits of a bank. The Bonds are neither insured nor guaranteed by any governmental agency or other institution.**

The Bonds are unsecured and neither insured savings accounts or deposits of a bank nor guaranteed by any governmental agency or other institution nor protected or secured within the scope of a (statutory) deposit protection scheme (deposit guarantee or investor compensation). In the event of the insolvency of the Issuer, Bondholders may not and should not expect a repayment of the invested funds in the Bonds from any third party. An investment in the Bonds will not be covered by a financial services compensation scheme. Investors are

subject to the risk of a partial or total default of the Issuer to make interest and/or redemption payments that the Issuer is obligated to make under the Bonds.

Should the Issuer file for, and undergo, any insolvency proceedings, it is likely, that the Issuer may not longer be able to honour its obligations with respect to the Bonds, e.g. to pay interest or principal at the Maturity Date or upon redemption of the Bonds (an Early Redemption Date). If the Issuer fails to pay interests and principal, and defaults, on the Bonds, such default may lead to an increased risk of insolvency of the Issuer and to a total loss of invested funds by Bondholders. If the Issuer does not have sufficient funds at Maturity Date of the Bonds (or at an Early Redemption Date) or is not in a position, to secure appropriate follow-up financing to fully redeem the Bonds, this may lead to the Issuer's insolvency and thus to a total loss of invested funds for the Bondholders. Hence, Bondholders are faced with the risk that the Issuer may default on its obligation to pay interest and/or on its obligation to pay principal under the Bonds as a result of a distressed or impaired financial situation.

#### **3.3.4. Risks for the Bondholders as creditors of the Issuer (Default Risk)**

An investment in the Bonds involves taking on a default risk on the Issuer (which is the risk that the Issuer will not pay back the full amount promised by the Bond or not at all or only later than stipulated in the Terms and Conditions). Since the Bonds are unsecured obligations of the Issuer, benefiting from no direct recourse to any assets or guarantees, the Bondholders are left to rely on the ability of the Issuer to pay any amount due under the Bonds.

Bondholders are exposed to the risk that the Issuer may partly or even completely default on its obligations to make interest and/or redemption payments under the Bonds as a result of an impaired financial situation or due to any insolvency proceedings of the Issuer, which may lead to a total loss of the invested funds (default risk). The insolvency of any of the borrowing Group Companies may also lead to a default of the Issuer with respect to interest payments or redemption payments under the Bonds, which default may even result in a total loss of invested funds.

The Issuer is a special purpose entity having been established for the purpose of issuing debt instruments and to make the proceeds thereof available via loans to other companies of the Group Companies. The borrowing Group Companies will use the loans for the maintenance, development and expansion of their respective business activities. The ability of the Issuer to honour its payment obligations under the Bonds will be adversely affected by defaults in the loans to be granted by the Issuer to any company of the Group Companies. If relevant loan repayments fall short of the amount necessary to redeem the Bonds and to pay interest on the Bonds prior to Maturity Date or prior to an Early Redemption Date, then the Issuer may not be able to honour its obligation pursuant to the Bonds and to redeem the Bonds and to pay interest on the Bonds.

The market value or trading price of the Bonds will depend on the creditworthiness of the Issuer and of the Sun Contracting Group (as may be impacted by the risks related to the Issuer and to the Group Companies of the Sun Contracting Group as described herein). The worse the creditworthiness of the Issuer or of any of the Group Companies, the higher is the risk of a loss. A materialization of the default risk may result in a partly or total default of the Issuer regarding interest and/or redemption payments. If the creditworthiness of the Issuer deteriorates, it could have potentially very serious repercussions on the Bondholders because: (i) the Issuer may not be able to fulfil all or part of its payment obligations under the Bonds, (ii) the market value or trading price of the Bonds may decrease and (iii) investors may lose all or part of their investment in the Bonds.

#### **3.3.5. Bondholders are not entitled to influence the Issuer.**

Holders of Bonds provide the Issuer with a loan and are creditors of the Issuer.

Holders of Bonds are not granted the rights of shareholders in the Issuer, in particular the right to participate in, or to vote in, the general meeting of the Issuer. Thus, there is an absence of any voting power over the

management of the Issuer and Bondholders have no influence on the business policy or corporate governance or any decisions to be taken by the Issuer. Decisions to be taken at Issuer's shareholders' meetings (general meetings) may be in the interest of shareholders, but to the detriment of the interest of Bondholders. There may be divergences in the interests of the Issuer and those of the Bondholders and the Issuer may conduct its business contrary to the interests of the Bondholders. As a consequence, Bondholders are subject to the risk that they will not be able to prevent or to influence corporate governance of the Issuer that conflicts with their interests. Details of investments that the Issuer and/or the Group Companies have pursued or are pursuing or are intending to pursue, cannot and will not be disclosed on a named or detailed basis to Bondholders because of inter alia confidentiality and other restrictions. Therefore, Bondholders will not have any opportunities to review and to evaluate such investments and they will have to rely on the judgements and abilities of the Issuer and of the Group Companies to make wise decisions with respect to investing and managing their respective assets. The Issuer is also entitled to enter into transactions, which may directly or indirectly affect the Bonds. These transactions may have an adverse impact on the market value or trading price of the Bonds. The Issuer is not obligated to notify Bondholders of such transactions, even if such transactions are likely to affect the market value or trading price of the Bonds.

Being a holder of Bonds, an investor provides a certain amount of funds for a certain period of time to the Issuer. The responsibility for an economically reasonable and profitable use of the funds provided by the investors lies solely with the Issuer (and each of the Group Companies) as borrower. Any action or decision of the Issuer or of any of the borrowing Group Companies may affect the creditworthiness of the Issuer and thus may have an impact on the economic capacity of the Issuer to honour its obligations under the Bonds, in particular the ability to pay interest on and redeem the Bonds. There is a risk that payments of interest or principal may not be made or only partially and/or not within the stipulated period.

Additionally, Bondholders do not share in the value created by a successful business or in any liquidation proceeds of the Issuer (if any).

Hence, Bondholders are subject to the risk that they will not be able to prevent or to influence corporate governance that conflicts with their interests. Details of capital expenditures that the Issuer or any of the (borrowing) Group Companies have made or are making or intending to make or with regard to the use of proceeds from the issue of Bonds, will not be disclosed on a detailed basis to Bondholders. As a result, Bondholders will not have any opportunities to evaluate such capital expenditures. Therefore, Bondholders will be dependent on the Issuer's judgement and on the judgments of the Group Companies and their ability in investing and managing their assets and in using the proceeds of the issue of the Bonds well and wisely.

These aspects could have a material adverse effect on the Issuer's business, its future prospects, its results of operations and its financial condition.

## **4 REGISTRATION DOCUMENT FOR RETAIL NON-EQUITY SECURITIES**

### **4.1 PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL**

#### **4.1.1 *Responsible Persons***

Sun Invest AG (the “**Issuer**”), with its registered office in FL-9496 Balzers, Landstrasse 15, Principality of Liechtenstein, accepts responsibility for the information contained in this Prospectus.

#### **4.1.2 *Declaration by those responsible for the registration document***

To the best of its knowledge, the Issuer (who has taken all reasonable care to ensure that such is the case) declares that the information contained or incorporated by reference in this Prospectus is in accordance with the facts and that the Prospectus makes no omission likely to affect the import of such information. The Issuer accepts responsibility accordingly.

#### **4.1.3 *Statement regarding the Approval of the Prospectus***

This Prospectus has been approved by the Financial Market Authority of the Principality of Liechtenstein, as competent authority under Regulation (EU) 2017/1129.

The Financial Market Authority of the Principality of Liechtenstein only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Investors are advised that such approval should not be considered as an endorsement of the Issuer that is subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Bonds.

## **4.2 STATUTORY AUDITORS**

### **4.2.1 *Names and addresses of the issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).***

As of the date of this Prospectus, the Issuer has only published and released financial statements for the year, which ended on 31 December 2021 (annex II). These financial statements were audited by Grant Thornton AG, 9494 Schaan, as statutory auditors of the Issuer (*Revisionsstelle*). Grant Thornton AG is a member of the Liechtenstein Association of Auditors (<https://wpv.li/>).

**4.2.2** *If auditors have resigned, been removed or have not been re-appointed during the period covered by the historical financial information, indicate details if material.*

Not applicable.

### **4.3 RISK FACTORS**

*A description of the material risks that are specific to the issuer and that may affect the issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'. In each category the most material risks, in the assessment of the issuer, offeror or person asking for admission to trading on a regulated market, taking into account the negative impact on the issuer and the probability of their occurrence, shall be set out first. The risk factors shall be corroborated by the content of the registration document.*

Reference is made to the statements in 3 of this Prospectus.

### **4.4 INFORMATION ABOUT THE ISSUER**

#### **4.4.1 History and Development of the Issuer**

The Issuer is Sun Invest AG, a stock corporation organized and existing under the laws of the Principality of Liechtenstein. The Issuer has been established on 23 February 2021 (date of the articles of association; "articles of incorporation" may also be used in this Prospectus which shall have the same meaning as "articles of association") in the Principality of Liechtenstein and has been registered with the commercial register under registration number FL-0002.654.161-3 (Office of Justice of the Principality of Liechtenstein) on 2 March 2021.

The Issuer is not an operating company, but has been set up to issue debt instruments, such as financial instruments, Investments (*Veranlagungen*) and/or Capital Investments (*Vermögensanlagen*). It does not have any assets. As a special purpose entity it does not pursue any other activities save for the issues, offers and placements of debt instruments in order to provide the proceeds thereof via unsecured loans to Group Companies of the Sun Contracting Group.

At the date of this Prospectus, the Issuer has already issued several financial instruments and Investments (Please also refer to 3.1.3.):

#### **2021**

In August 2021, the Issuer has issued two bonds:

- The Issuer has issued a registered bond ("Sun Invest Registered CHF Bond 2021") with an aggregate nominal amount of up to CHF 48,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 12 August 2021. A public offer was made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland.
- The Issuer has issued another registered bond ("Sun Invest Registered Euro Bond 2021") with an aggregate nominal amount of up to EUR 144,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 12 August 2021. A public offer was made in Liechtenstein, Austria,

Bulgaria, Croatia, Czech Republic, France, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland.

## **2022**

In March 2022, the Issuer has issued two bonds:

- Firstly, the Issuer has issued a bearer bond (“Sun Invest Clean Energy Euro Bond 2022”) with an aggregate nominal amount of up to Euro 20,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 11 March 2022. This prospectus has been supplemented on 14 April 2022. A public offer is currently being made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and in Switzerland.
- Secondly, the Issuer has issued a bearer bond (“Sun Invest Clean Energy CHF Bond 2022”) with an aggregate nominal amount of up to CHF 20,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 14 March 2022. A public offer is currently being made in Liechtenstein and in Switzerland.

At the date of this Prospectus, the Issuer is preparing another issue of registered bonds (“Sun Invest Registered CHF Bond 2022 - 2047”). A corresponding offer will be made to investors who have their respective seats or residences in one of the following states: Principality of Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland. The issue volume will be up to CHF 48,000,000.00 (disregarding premium).

### **4.4.2 *Legal and Commercial Name of the Issuer***

The Issuer’s legal name is Sun Invest AG. At the date of this Prospectus, a commercial name with respect to the Issuer has not developed yet.

### **4.4.3 *Place of Registration of the Issuer, its Registration Number and Legal Entity Identifier (‘LEI’)***

The Issuer has its registered office at Landstrasse 15, 9496 Balzers, Principality of Liechtenstein, and is registered in the commercial register of the Principality of Liechtenstein under registration number FL-0002.654.161-3 (Office of Justice of the Principality of Liechtenstein).

The Issuer’s legal entity identifier is 529900RFBNL9LC4T6626.

### **4.4.4 *Date of incorporation and the length of life of the Issuer***

The Issuer has been established on 23 February 2021 in the Principality of Liechtenstein for an indefinite period of time and has been registered with the commercial register of the Principality of Liechtenstein under registration number FL-0002.654.161-3 (Registry Office: Office of Justice of the Principality of Liechtenstein) on 2 March 2021.

**4.4.5 *The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.***

The Issuer has been established as a stock corporation organized and existing under the laws of the Principality of Liechtenstein. The registered office of the Issuer is in 9496 Balzers, Landstrasse 15, Principality of Liechtenstein.

The telephone number of its registered office is +423 38 001 00. The website of the Issuer is: [www.suninvestag.com](http://www.suninvestag.com). The website does not form part of the Prospectus.

**4.4.6 *Details of any recent events particular to the issuer and which are to a material extent relevant to an evaluation of the issuer's solvency.***

The Issuer is registered with the commercial register of the Office of Justice of the Principality of Liechtenstein under registration number FL-0002.654.161-3 since 2 March 2021. Its share capital amounts to EUR 1,000,000.00. As of the date of this Prospectus the Issuer does not have any assets. In light of the fact that the Issuer has been founded in February 2021 only, it does not have a corporate history whatsoever as of the date hereof.

Sun Contracting AG (which is holding 100 % of the shares in the Issuer) has been established in September 2017. The Sun Contracting Group or each of the Group Companies are heavily relying on debt capital to pursue and to extend their respective business activities. Sun Contracting AG issued financial instruments (e.g. bonds) and Investments during a span of 2018 and 2022 (please refer to 3.2.1 (a)).

The annual financial statements of Sun Contracting AG (which is the parent company of, and controlling, the Issuer) as of 31 December 2020 were audited by Grant Thornton AG in accordance with the auditing standards of the Liechtenstein Association of Auditors. The auditor could not assess the recoverability of financial assets in the amount of EUR 6,764,000.00. Further, the Auditor noted that the annual financial statements were not submitted to the general meeting for approval within six months after the end of the financial year. As a consequence, the auditor issued a qualified audit opinion with respect to the financial statements for the financial year that ended on 31 December 2020.

At the date of this Prospectus, the Issuer is preparing another issue of bonds ("Sun Invest Registered CHF Bond 2022 - 2047"). A corresponding offer will be made to investors who have their respective seats or residences in one of the following states: Principality of Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland. The issue volume will be up to CHF 48,000,000.00 (disregarding premium).

The Issuer is also intending to issue capital investments (*Vermögensanlagen*) in the sense of the German Capital Investment Act (*Vermögensanlagengesetz*) to be offered in Germany.

**4.4.7 Credit ratings assigned to an issuer at the request or with the cooperation of the issuer in the rating process. A brief explanation of the meaning of the ratings if this has previously been published by the rating provider.**

Not applicable. Neither the Issuer nor the Bonds are rated by a rating agency registered in the European Union or elsewhere. The Issuer does not intend to obtain such a rating.

**4.4.8 Information on the material changes in the Issuer's borrowing and funding structure since the last financial year.**

The last financial year of the Issuer ended on 31 December 2021. As of the date of this Prospectus, the Issuer has already issued two bonds in 2022:

- Firstly, the Issuer has issued a bearer bond ("Sun Invest Clean Energy Euro Bond 2022") with an aggregate nominal amount of up to Euro 20,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 11 March 2022. This prospectus has been supplemented on 14 April 2022. A public offer is currently being made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and in Switzerland. As of 27 July 2022 bonds of the Sun Invest Clean Energy Euro Bond 2022 in an amount of approximately EUR 1,346,000.00 have been subscribed by investors (disregarding premium).
- Secondly, the Issuer has issued another bearer bond ("Sun Invest Clean Energy CHF Bond 2022") with an aggregate nominal amount of up to CHF 20,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 14 March 2022. A public offer is currently being made in Liechtenstein and in Switzerland. As of 27 July 2022 bonds of the Sun Invest Clean Energy CHF Bond 2022 in an amount of approximately CHF 4,040,000.00 have been subscribed by investors (disregarding premium).

As of the date of this Prospectus, the Issuer intends to issue a second registered bond ("Sun Invest Registered CHF Bond 2022 - 2047") with an aggregate nominal amount of up to CHF 48,000,000.00 (disregarding premium). A prospectus will be filed with the FMA Liechtenstein. A public offer is intended to be made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland.

**4.4.9 Description of the expected financing of the issuer's activities**

The Issuer is a special purpose entity, which has been established to issue debt instruments. The proceeds to be collected from the placement of debt instruments will be provided to the Group Companies to enable these companies to further pursue their respective general corporate purposes, that is to engage in the business of solar energy (selling electricity to be produced with photovoltaic systems). Save for the activities described in this section (this Prospectus) – that is issuing and offering debt instruments and lending the proceeds of such offers to Group Companies – the Issuer does not pursue any other activities.

As of the date of this Prospectus, the Issuer intends to issue a registered bond ("Sun Invest Registered CHF Bond 2022 - 2047") with an aggregate nominal amount of up to CHF 48,000,000.00. A prospectus will be filed with the FMA Liechtenstein. A public offer is intended to be made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland.



The activities of the Group Companies will be financed from

- (i) the net proceeds of the issue of the Bonds of up to a total of EUR 150,000,000.00 (including premium; gross proceeds);
- (ii) the net proceeds of the issue of the Sun Invest Registered CHF Bond 2022 - 2047 of up to a total of CHF 50,000,000.00 (including premium; gross proceeds),
- (iii) cash flows to be generated by operating activities of the Group Companies as well as
- (iv) from borrowing and issuing of other debt instruments, including not limited to Capital Investments (*Vermögensanlagen*) in the sense of the German Capital Investment Act (*Vermögensanlagengesetz*) and of Investments (*Veranlagungen*) in the sense of the Austrian Capital Market Act (*Kapitalmarktgesetz*) and
- (v) previous and current offers of financial instruments as described below.

The Issuer and the Sun Contracting Group are assuming that demand for renewable and carbon-free electricity and – as a consequence – for solar energy will increase in the future. As a result, the demand of the Sun Contracting Group for, or with respect to, debt capital will increase likewise, which is why the Issuer is intending to issue further bonds. Such bonds may feature a structure designed to meet preferences of investors in specific jurisdictions, in which a bond will be offered to the general public.

#### **Previous and current offers of the Issuer:**

##### **2021**

In August 2021, the Issuer issued two bonds:

- The Issuer has issued a registered bond (“Sun Invest Registered CHF Bond 2021”) with an aggregate nominal amount of up to CHF 48,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 12 August 2021. A public offer was made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland. As of 27 July 2022 bonds of the Sun Invest Registered CHF Bond 2021 in an amount of approximately CHF 20,068,663.38 have been subscribed by investors (disregarding premium). The offer period has expired.
- The Issuer has issued another registered bond (“Sun Invest Registered Euro Bond 2021”) with an aggregate nominal amount of up to EUR 144,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 12 August 2021. A public offer was made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland. As of 27 July 2022 bonds of the Sun Invest Registered Euro Bond 2021 in an amount of approximately EUR 88,558,902.41 have been subscribed by investors (disregarding premium). The offer period has expired.

##### **2022**

In March 2022, the Issuer has issued two bonds:

- Firstly, the Issuer has issued a bearer bond (“Sun Invest Clean Energy Euro Bond 2022”) with an aggregate nominal amount of up to Euro 20,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 11 March 2022. This prospectus has been supplemented on 14 April 2022. A public offer is currently being made in Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and in Switzerland. As of 27 July 2022 bonds of the Sun Invest Clean Energy Euro Bond 2022 in an amount of approximately EUR 1,346,000.00 have been subscribed by investors (disregarding premium).
- Secondly, the Issuer has issued a bearer bond (“Sun Invest Clean Energy CHF Bond 2022”) with an aggregate nominal amount of up to CHF 20,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 14 March 2022. A public offer is currently being made in

Liechtenstein and in Switzerland. As of 27 July 2022 bonds of the Sun Invest Clean Energy CHF Bond 2022 in an amount of approximately CHF 4,040,000.00 have been subscribed by investors (disregarding premium).

The Issuer is also intending to issue Capital Investments (*Vermögensanlagen*) in the sense of the German Capital Investment Act (*Vermögensanlagengesetz*) to be offered and placed in Germany.

## 4.5 BUSINESS OVERVIEW

### 4.5.1 *Principal activities*

The Issuer is a special purpose entity that has been established to issue debt instruments, Investments (*Veranlagungen*) in the sense of the Austrian Capital Market Act and Capital Investments (*Vermögensanlagen*) in the sense of the German Capital Investment Act to provide the proceeds to be collected in the course of offers and placements of financial instruments, Investments (*Veranlagungen*) and Capital Investments (*Vermögensanlagen*) to the Group Companies of the Sun Contracting Group. The Group Companies are focusing on the production and sale of (carbon free / renewable) solar energy.

As the parent company, Sun Contracting AG is the most influential and most essential company among the Group Companies of the Sun Contracting Group; it determines the overall business strategy and makes decisions with regard to acquisitions of shares or participations in, or assets from, other companies, which are engaged in the industry of photovoltaics. Sun Contracting AG is engaged in the business of renewable energy (photovoltaics) and is the parent company of the Group Companies which are mostly (save for the Issuer) also engaged in the business of generating and selling renewable energy (photovoltaics).

Accordingly, Sun Contracting AG provides services with respect to generating electricity from renewable sources (photovoltaics), whereas the generated electricity will either be sold to clients or fed into the grid. Further, Sun Contracting AG provides such services through its affiliates and subsidiaries and may also acquire shares in companies, which are operating in the field of solar energy, or may purchase assets from such companies. Sun Contracting AG may also set up special purpose entities for the purpose of operating certain assets (that is on a case-by-case basis with regard to specific projects). The primary business activity of the companies of the Sun Contracting Group is the funding, installing, operation and maintenance of photovoltaic systems (photovoltaics) through "Photovoltaic Contracting" (as defined below) and the sale of electricity to be generated with photovoltaic systems.

Photovoltaics is a technology used to convert sunlight (solar radiation) into electricity. Solar cells are connected in series or in parallel to convert solar light into voltage. The solar cells to be used in such cases usually consist of silicon crystals. In providing services related to "Photovoltaic Contracting" (as defined below), either Sun Contracting AG or any of the operating Group Companies ("**Contracting Entity**") enters into a contract with a client according to which the Contracting Entity shall install, operate and maintain a photovoltaic system. The scope of the business model of, and the strategy behind, "Photovoltaic Contracting", which has been devised in connection with the installation and running of photovoltaic systems (hereinafter referred to as "**Photovoltaic Contracting**") is based on (i) the delivery of a complete photovoltaic system, (ii) as well as the installation and assembly of the complete photovoltaic system by or on behalf of the Contracting Entity including necessary materials and ancillary materials and related safety devices (surge arrester, equipotential bonding, etc...) and (iii) the operation and maintenance of a photovoltaic system.

During the term of an agreement regarding Photovoltaic Contracting and in order for the Contracting Entity to install a photovoltaic system, a client shall agree to provide space for the installation of such photovoltaic system either on the roof of a building or on any other surface area. In individual cases, a Contracting Entity may also decide to purchase a surface area with the purpose to install and run a photovoltaic system. The photovoltaic

system to be installed by a Contracting Entity shall be adjusted and customized to the available surface area in the most efficient way.

Within the scope of Photovoltaic Contracting “usage and purchase agreements” (hereinafter, “**Agreements**”) are being concluded between the Contracting Entity and its clients. Pursuant to such an Agreement a client of a Contracting Entity shall be entitled to be provided by the operator of the photovoltaic system, which is the Contracting Entity, with the electricity which is generated by a photovoltaic system at a remuneration to be agreed upon by the client and the Contracting Entity in advance. At the same time a client – the counterparty of an Agreement – shall provide space on the roof of a building or upon any other surface area to be used for a photovoltaic system, which is to be installed by or on behalf of the Contracting Entity. Alternatively, a Contracting Entity may also acquire space for the installation of a photovoltaic system.

In consideration of the installation, operation and maintenance of the photovoltaic system and the supply of electricity to the client, the Contracting Entity shall be entitled to a remuneration which is depending on the electricity to be generated by the respective photovoltaic system and to be supplied to a client. Such remuneration shall be payable by the client to the Contracting Entity in monthly instalments, whereas an Agreement usually stipulates that over its entire term a fixed amount in EURO per kWh of generated electricity shall be charged to the client (in individual cases, the level of remunerations to be paid by clients will be fixed to, and adapted in accordance with, a price index).

In the period of the initial twelve months of the term of an Agreement, the amount of the monthly instalment of the remuneration to be paid by a client will be estimated and calculated on the basis of the installed module capacity of a photovoltaic system and on prevailing weather conditions (the minimum number of hours of daylight/sunshine) to be expected or presumed for the region in which the photovoltaic system is to be installed. Accordingly, the amount of monthly instalments is to be determined individually for each client and for each project, respectively.

After the initial twelve months have expired, the remuneration which is based on an estimated output of a photovoltaic system is reconciled with the measured real output of electricity of a photovoltaic system, whereas the difference between the estimated consumption and the real consumption of a client, hence any overpayment or underpayment, is to be settled between the Contracting Entity and the client. Such reconciliations and adjustments are being made annually and are based on the records of the actual annual yield of the photovoltaic system. Accordingly, the revenues of a Contracting Entity are calculated on the basis of the electricity actually having been produced and supplied whereas the monthly instalments to be paid by a client are adjusted on a yearly basis to the output of a photovoltaic system in the respective previous year.

Agreements are usually being entered into for a term of 20 years. After expiry of the term of an Agreement, the ownership of a photovoltaic system will usually be transferred to the respective client, who is the counterparty of the Contracting Entity under an Agreement. After having settled the last monthly instalment under an Agreement, a contracting client will usually become the owner of the entire photovoltaic system. During the term of the Agreement, the Contracting Entity as the operator of the photovoltaic system, shall be solely responsible for the operation, maintenance and service of the photovoltaic system.

Hence, the business model of Sun Contracting AG and the operating Group Companies is essentially being based on the production and sale of carbon free electricity (solar energy).

The upside for clients is that the price for the procurement of energy to be agreed upon with a Contracting Entity essentially corresponds to the price which the respective client would have to pay to an energy provider at the time the Agreement is concluded. However, in the Agreements it is usually stipulated that the remuneration will not be increased during the term of the Agreement, which provides a client (a counterparty) with greater predictability regarding its energy expenses. In individual cases, the level of remunerations to be paid by clients will be fixed to, and adapted in accordance with, a price index. In addition, the ownership of the photovoltaic system will usually be transferred to the client without any additional payments to be made by a client after the end of the term of an Agreement of usually 20 years.

The services to be provided by a Contracting Entity as described above basically outlines the business model of Sun Contracting AG and the operating Group Companies in Austria. The Sun Contracting Group offers (and intends to offer) its services in several markets (in other jurisdictions within the European Economic Area) as well, whereby the corresponding business model may depend on, and may be adjusted to, varying legal and regulatory conditions, prerequisites and constraints in the respective markets. Hence, the business model, which the Sun Contracting Group will run and offer outside of Austria may differ from the business model it is currently conducting in Austria as far as the electricity to be generated by a photovoltaic system is not necessarily supplied to the (legal) person providing the (roof) space where a photovoltaic system is to be installed.

The business model, which the Sun Contracting Group is running in Germany currently differs from the business model being rendered by it in Austria as far as the electricity to be generated by a photovoltaic system, which is to be installed on the roof of a building or upon any other surface area to be provided by a client (or acquired by a Contracting Entity) is not necessarily supplied to that client but may also be (partly or completely) fed into the grid instead, whereby the Contracting Entity will correspondingly be entitled to a remuneration from the grid operator. Nevertheless, the business model, which Sun Contracting Group has devised for Germany does include the option to provide the electricity which is generated from a photovoltaic system to the client, who has provided the space for a photovoltaic system pursuant to an electricity supply contract.

A Contracting Entity enters into a corresponding agreement ("**Use Agreements**") with a client whose roof space or surface area is to be used by the Contracting Entity for the installation of a photovoltaic system. Pursuant to such Use Agreement the Contracting Entity undertakes to pay to the client (and owner of the corresponding roof/building/surface area) a fee (payable as one-off payment or in instalments). On the basis of a Use Agreement and subject to technical feasibility (eg roof suitability with regard to – inter alia – size, the question of whether a roof is solid enough to support the weight of a photovoltaic system and the orientation and angle of a roof) the Contracting Entity is entitled to install and run a photovoltaic system (including all components, facilities and ancillary systems) on the roof space or other surface area of a client (the counterparty). The installation and maintenance of a photovoltaic system includes all ancillary measures that are necessary and useful (such as assembly, maintenance and repair work, EEG-compatible grid connection, remote monitoring, security, etc...) to ensure the operation of the photovoltaic system.

Pursuant to the Use Agreements to be entered into with clients, a client authorises the Contracting Entity to take all actions (to make and to receive declarations), which are necessary to obtain any administrative approvals or licences from any authority with regard to the installation and operation of a photovoltaic system. The photovoltaic system shall remain the property of the Contracting Entity during the term of the Use Agreement.

In order to secure the rights of use of the Contracting Entity under a Use Agreement in connection with the installation, operation and maintenance of a photovoltaic system, a client and owner of the roof space or other surface area to be used for a photovoltaic system shall usually undertake best efforts to have limited personal easements and reservations entered into the land register in favour of the Contracting Entity. The client shall also refrain from doing anything that could disrupt or impair the operation of the photovoltaic system. In particular, the client shall refrain from installing any obstacles or buildings or to plant any trees or bushes that could cast a shadow or wind on the photovoltaic systems.

At the end of a term of a Use Agreement (to be agreed upon on a case-by-case basis), it may be agreed with a client that the photovoltaic system will either be dismantled or sold to the client who (in the later case) would accordingly become the owner of the photovoltaic system. Alternatively, it may be agreed with a client that the term of the Use Agreement will be extended. In such case, the client would be entitled to receive a corresponding fee from the Contracting Entity for the use of a roof space of a building or of any other surface area of a client. On the other hand, the Contracting Entity would receive a remuneration from the grid operator for feeding the electricity which is generated by the photovoltaic system into the grid.

As of the date of this Prospectus, the Sun Contracting Group has entered into several agreements with respect to its business model regarding Photovoltaic Contracting as described herein and has implemented several Photovoltaic Contracting projects.

As of March 2022, the Sun Contracting Group has entered into several agreements with respect to its business model regarding Photovoltaic Contracting as described herein and has implemented several Photovoltaic Contracting projects. As of March 2022, the Sun Contracting Group is running 203 photovoltaic systems with a peak power of at least 28 MWp. Additionally, 107 photovoltaic systems with a calculated peak power of 43 MWp are under construction. The Sun Contracting Group is also working on more than 100 photovoltaic projects with an intended peak power of more than 18.7 MWp.

Basically, Sun Contracting Group is always striving to increase the number of photovoltaic systems and intends to extend its portfolio (for instance by purchasing shares of companies, which are operating in the photovoltaic industry or by purchasing assets from such companies). Due to e.g. applicable law, there may be deviations in the stated values on a certain reporting date (the date of this Prospectus).

Apart from providing services related to Photovoltaic Contracting, the Sun Contracting Group is also installing photovoltaic systems on behalf of clients and providing project services with respect to photovoltaic systems. As of March 2022, the Sun Contracting Group installed such photovoltaic systems and provided such project services for photovoltaic systems with a peak power of more than 24.1 MWp.

## **4.6 ORGANISATIONAL STRUCTURE**

**4.6.1 *If the issuer is part of a group, a brief description of the group and the issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.***

### **Sun Invest AG**

Sun Invest AG, the Issuer, is a stock corporation, incorporated, organized and validly existing under the laws of the Principality of Liechtenstein and registered with the commercial register under registration number FL-0002.654.161-3 (Office of Justice of the Principality of Liechtenstein). Sun Invest AG was founded on 23 February 2021 in the Principality of Liechtenstein and registered on 2 March 2021 in the commercial register of the Principality of Liechtenstein (*Handelsregister des Amtes für Justiz, Fürstentum Liechtenstein*).

The total nominal share capital of Sun Invest AG as registered in the commercial register amounts to EUR 1,000,000.00 and is divided into 1,000,000 registered shares with a portion of the share capital attributable to each share of EUR 1.00. The shares are issued and fully paid. As of the date of this Prospectus, sole shareholder of Sun Invest AG is Sun Contracting AG. The registered office of Sun Invest AG is in FL-9496 Balzers, Landstrasse 15. As of the date of this Prospectus, Georg Schneider is the sole member of the board of directors of the Issuer.

### **Sun Contracting AG**

Sun Contracting AG is a stock corporation, incorporated, organized and validly existing under the laws of the Principality of Liechtenstein and registered with the commercial register of the Principality of Liechtenstein under registration number FL-0002.555.661-3 (Office of Justice of the Principality of Liechtenstein) since 7 September 2017. At the date of this Prospectus, its address and other contact details are: FL-9496 Balzers, Landstrasse 15, Liechtenstein, telephone number +41 44 551 00 40, e-mail: office(at)sun-contracting.com. The legal entity identifier (LEI) of Sun Contracting AG: 5299005WMQHXP4CO693

The Issuer is an affiliate of Sun Contracting AG, which is holding 100 % of the shares in the Issuer. Hence, the Issuer is controlled by Sun Contracting AG, which is also the parent company of the Sun Contracting Group.

As of the date of this Prospectus, the following persons are members of the board of directors of Sun Contracting AG:

<u>Name</u>	<u>Position</u>
Clemens Gregor Laternser	Member of the Board of Directors
Andreas Pachinger	Member of the Board of Directors

As the parent company Sun Contracting AG is the most influential and most essential company among the Group Companies. It determines the overall business strategy and makes decisions with regard to acquisitions of participations or shares in, or assets from, other companies, which are engaged in the industry of photovoltaics. Sun Contracting AG provides services in the photovoltaics industry (producing renewable energy and selling electricity from renewable sources/solar) and is also the parent company of the Group Companies which are also engaged in the market of renewable energy (photovoltaics).

Sun Contracting AG is holding 100 % of the shares

- (i) in Sun Invest AG (the Issuer), registered with the commercial register of the Principality of Liechtenstein under registration number FL-0002.654.161-3
- (ii) in Sun Contracting Germany GmbH, which is limited partner in several subsidiaries (limited partnerships) that have their respective seats in Germany;
- (iii) in Sun Contracting Germany Management GmbH, which is general partner in those several subsidiaries (limited Partnerships) that are mentioned in (ii) above;
- (iv) in SUN Contracting GmbH, registered under number FN 348587 d (Regional Court Linz, Austria), which is holding shares (a) in Sun Contracting Angern GmbH, registered under number FN 388841 a (Regional Court Korneuburg, Austria) and (b) in Sun Contracting Norica Plus GmbH, registered under number FN 466495 y (Regional Court Linz, Austria);
- (v) in sun-inotech GmbH, registered under number FN 446110 w (Regional Court Linz, Austria);
- (vi) in Sun Contracting Projekt GmbH, registered under number FN 546780 p (Regional Court Linz, Austria) and
- (vii) in Pansolar d.o.o. (having its seat in 9261 Cankova, Slovenia).

Sun Contracting AG and its affiliates and subsidiaries (the “**Sun Contracting Group**”) are predominantly operating in the field of solar energy (save for the Issuer). The focus of the activities of the companies of the Sun Contracting Group (“**Group Companies**”) currently lies in the funding, installing, operation and maintenance of photovoltaic systems and the sale of electricity, which is produced from solar power, in Austria, Germany, Liechtenstein and Slovenia; the Sun Contracting Group will also be active in other European countries on a case-by-case basis with regard to specific projects and intends to extend its activities in other countries within the European Economic Area as well. The shareholdings of Sun Contracting AG in its subsidiaries and affiliates have been acquired by Sun Contracting AG for the purpose of expanding its portfolio of photovoltaic systems. The operating activities of the subsidiaries and affiliates consist of the supply, mounting, operating and maintenance of photovoltaic systems and the sale of electricity to be produced from such photovoltaic systems.

On occasion, Sun Contracting AG might ponder and review the opportunity of acquiring shares in, or assets from, companies, which are active in the same business or in a complementary business if an opportunity is presented to do so at attractive prices or if shares seem to be undervalued. In the course of such acquisitions, Sun Contracting AG either purchases shares in companies that are operating in the field of solar energy, or assets – hence photovoltaic systems – of and from such companies. In order to fund such acquisitions, Sun Contracting AG will borrow from the Issuer who is raising funds by offering and placing debt instruments (such as the Bonds) to and with investors.

**Sun Contracting AG has shareholdings in the following companies:**

<u>Companies</u>	<u>Shareholding</u>
SUN Contracting GmbH (AT)	100 %
sun-inotech GmbH (AT)	100 %
Sun Contracting Projekt GmbH (AT)	100 %
Sun Invest AG (Issuer)	100 %
Pansolar d.o.o.	100 %
Sun Contracting Germany GmbH	100 %
Sun Contracting Germany Management GmbH	100 %

**SUN Contracting GmbH has shareholdings in the following companies:**

<u>Companies</u>	<u>Shareholding</u>
Sun Contracting Angern GmbH (AT)	25.10 %
Sun Contracting Norica Plus GmbH (AT)	80 %

Sun Contracting Germany GmbH is limited partner (*Kommanditist*) and Sun Contracting Germany Management GmbH is general partner (*Komplementär*) in the following companies:

Sun Contracting Germany 1 GmbH & Co. KG

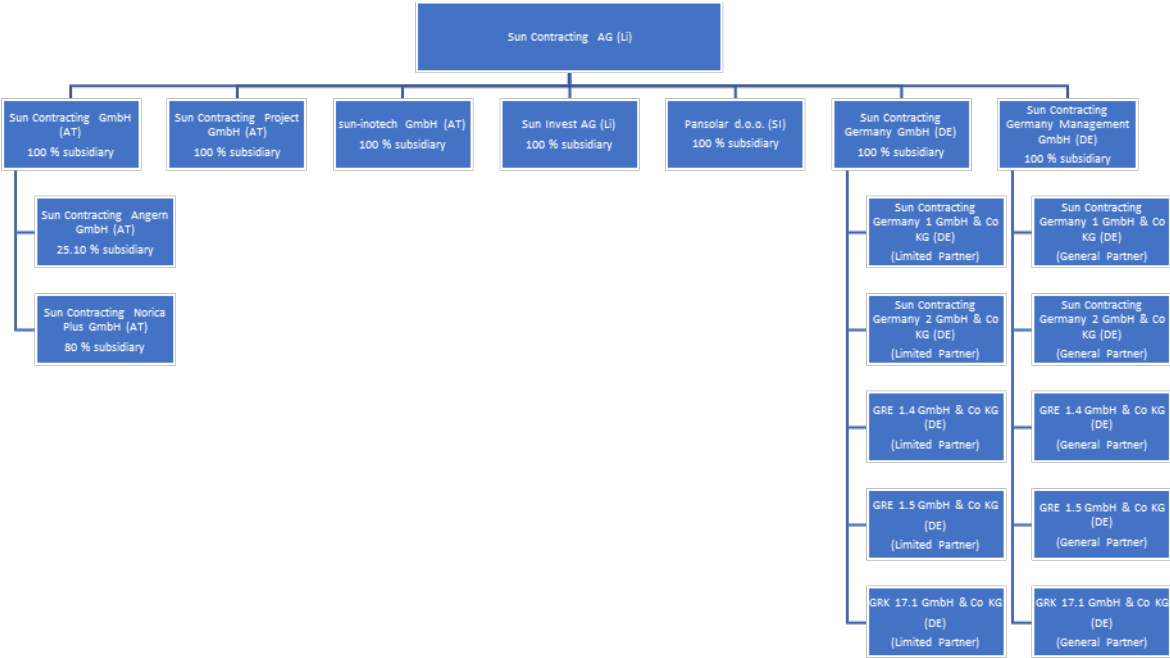
Sun Contracting Germany 2 GmbH & Co. KG

GRE 1.4 GmbH & Co. KG

GRE 1.5 GmbH & Co. KG

GRK 17.1 GmbH & Co. KG

**Group Structure Chart**



**4.6.2 If the issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.**

The Issuer is established for the purpose of funding other Group Companies of the Sun Contracting Group. Accordingly, the Issuer will issue, offer and place debt instruments with investors in order to make the proceeds to be collected in the course of such offers and placements available to other (borrowing) Group Companies within the Sun Contracting Group.

The only assets of the Issuer will be proceeds from issuances of debt instruments, which proceeds will be made available to Group Companies of the Sun Contracting Group via unsecured loans. The borrowing Group Companies will use the proceeds for general corporate purposes as described in this Prospectus. Therefore, the Issuer is dependent on the performance of each of the borrowing Group Companies of the Sun Contracting Group and their ability to honour their respective obligations pursuant to unsecured loan agreements in full and on a timely basis. The Issuer is dependent on the success of the borrowing Group Companies. The Issuer will neither be able to influence corporate governance of, nor will it otherwise be asked to approve of any decisions to be taken by, other (borrowing) Group Companies. Hence, each of the Group Companies will take its respective decisions without authorisation or consent of the Issuer.



## 4.7 TREND INFORMATION

### 4.7.1 *A description of:*

***(a) any material adverse change in the prospects of the issuer since the date of its last published audited financial statements; and***

***(b) any significant change in the financial performance of the group since the end of the last financial period for which financial information has been published to the date of the registration document. If neither of the above are applicable then the issuer should include (an) appropriate negative statement(s).***

**(a)** There are not any material adverse changes in the prospects of the Issuer since the date of its last published audited financial statements (for the year, which ended on 31 December 2021). However, it has to be noted that the Issuer is a newly established company that is registered with the commercial register of the Principality of Liechtenstein since 2 March 2021 only.

**(b)** The latest financial statements by Sun Contracting AG were published and released for the financial year, which ended on 31 December 2020.

The Issuer is being controlled by Sun Contracting AG, which is holding 100 % of the shares in the Issuer. The Issuer has been established in 2021 by Sun Contracting AG as a special purpose entity to provide funds to each of the companies of the Sun Contracting Group. The Issuer may issue debt instruments, Investments (*Veranlagungen*) in the sense of the Austrian Capital Market Act (*Kapitalmarktgesetz*) and Capital Investments (*Vermögensanlagen*) in the sense of the German Capital Investment Act (*Vermögensanlagengesetz*). Proceeds to be collected in the course of such issues will be made available to other companies of the Sun Contracting Group (via loan agreements) to be used by such borrowing companies for their respective corporate purposes.

The Issuer is unaware of any significant changes in the financial performance of the Sun Contracting Group since the end of the last financial period for which financial information has been published by Sun Contracting AG to the date of the registration document.

As far as information on any governmental, legal or arbitration proceedings with respect to Sun Contracting AG is concerned, reference is made to section 4.11.5.1. herein.

As far as the several issues and offers of debt instruments by Sun Contracting AG are concerned, please refer to section 3.2.1 (a) herein. In 2021, Sun Contracting AG issued a bearer bond (“Sun Contracting Energy Bond 2021”) with an aggregate nominal amount of up to CHF 20,000,000.00, which was eligible to be publicly offered in the Principality of Liechtenstein, Austria, Germany and Switzerland. A prospectus was approved by the FMA Liechtenstein on 1 June 2021. The offer period has expired.

Currently, Sun Contracting AG is intending to issue a bearer bond (“Sun Contracting Energy Bond 2022 – 2027”) with an aggregate nominal amount of up to CHF 20,000,000.00, which will be eligible to be publicly offered in the Principality of Liechtenstein and in Switzerland. A draft of a prospectus has already been filed with the FMA Liechtenstein.

### 4.7.2 *Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the issuer’s prospects for at least the current financial year.*

The Issuer is not aware of any further trends, uncertainties, demands, commitments or events likely to materially affect the outlook of the Issuer, at least for the current financial year.

#### **4.8 PROFIT FORECASTS OR ESTIMATES**

- 4.8.1 *Where an issuer includes on a voluntary basis a profit forecast or a profit estimate (which is still outstanding and valid), that forecast or estimate included in the registration document must contain the information set out in items 4.8.2 and 4.8.3. If a profit forecast or profit estimate has been published and is still outstanding, but no longer valid, then the Issuer shall provide a statement to that effect and an explanation of why such profit forecast or estimate is no longer valid. Such an invalid forecast or estimate is not subject to the requirements in items 4.8.2 and 4.8.3.*
- 4.8.2 *Where an issuer chooses to include a new profit forecast or a new profit estimate, or where the issuer includes a previously published profit forecast or a previously published profit estimate pursuant to item 4.8.1, the profit forecast or estimate shall be clear and unambiguous and contain a statement setting out the principal assumptions upon which the issuer has based its forecast, or estimate. The forecast or estimate shall comply with the following principles: (a) there must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; (b) the assumptions must be reasonable, readily understandable by investors, specific and precise and not relate to the general accuracy of the estimates underlying the forecast; and (c) in the case of a forecast, the assumptions shall draw the investor's attention to those uncertain factors which could materially change the outcome of the forecast.*
- 4.8.3 *The prospectus shall include a statement that the profit forecast or estimate has been compiled and prepared on a basis which is both:*
- (a) comparable with the historical financial information;*
  - (b) consistent with the issuer's accounting policies.*

Neither profit forecasts nor profit estimates are being provided by the Issuer.

#### **4.9 ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES**

- 4.9.1 *Names, business addresses and functions within the issuer of the following persons and an indication of the principal activities performed by them outside of that issuer where these are significant with respect to that issuer:*
- (a) members of the administrative, management or supervisory bodies;*
  - (b) partners with unlimited liability, in the case of a limited partnership with a share capital.*

**(a) members of the administrative, management or supervisory bodies.**

The Issuer is a stock corporation incorporated under the laws of the Principality of Liechtenstein. It has three corporate bodies:

- (i) the general shareholders' meeting (*Generalversammlung*),

- (ii) the board of directors (*Verwaltungsrat*) and
- (iii) the external auditors (*Revisionsstelle*).

Their respective functions, rights and obligations are governed by the Persons and Companies Act (“PGR”) of the Principality of Liechtenstein and the Issuer’s articles of association. Pursuant to the articles of association, the control and management of the Issuer is shared between the annual general meeting (“AGM”) and the board of directors.

#### **Board of Directors (*Verwaltungsrat*)**

According to art 16 of the articles of association of the Issuer, the board of directors of the Issuer may consist of one or more members. According to art 13 of the articles of association, the board of directors has to exercise reasonable care, skill and diligence.

Georg Schneider has been appointed to be a member of the board of directors of the Issuer. As of the date of this Prospectus, he is the sole member of the board of directors.

Georg Schneider is an expert in the fields of mechanical engineering technology, technical business management and logistics. He was a managing director with several medium-sized companies, including SUN Contracting GmbH and Sun Contracting Norica Plus GmbH. Georg Schneider has 12 years of experience in mechanical engineering technology, construction economics and production economics; he worked in logistics management for seven years and has two years under his belt with legal and economic personal responsibility as HR managing director of a group of companies. Georg Schneider completed an apprenticeship as a mechanical engineering technician and obtained a degree from a higher technical training college (*Höhere Technische Lehranstalt, HTL*). He is a certified technical business administration master with a specialisation in logistics management and operating technology, a certified entrepreneur and holds a European diploma as a technical business administrator.

#### **Supervisory Board**

Pursuant to the Issuer’s articles of association, the Issuer does not have a supervisory board.

#### **(b) partners with unlimited liability, in the case of a limited partnership with a share capital.**

Not applicable

#### **4.9.2 *Administrative, management, and supervisory bodies conflicts of interests***

***Potential conflicts of interests between any duties to the issuer, of the persons referred to in item 5.9.1, and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, a statement to that effect must be made.***

Sun Contracting AG is the most essential company within the Sun Contracting Group since each of the Group Companies is controlled by Sun Contracting AG. Andreas Pachinger is the majority shareholder and also a member of the board of directors of Sun Contracting AG. As of the date of this Prospectus, the following potential conflicts of interest between the obligations of Andreas Pachinger vis-à-vis Sun Contracting AG and his private (or other) interests have to be taken into account:

Andreas Pachinger is also the sole managing director of the following Group Companies:

- sun-inotech GmbH, Europaplatz 4, 4020 Linz, Austria;
- SUN Contracting GmbH, Europaplatz 4, 4020 Linz, Austria;

- Sun Contracting Projekt GmbH, Europaplatz 4, 4020 Linz, Austria;
- Sun Contracting Norica Plus GmbH, Europaplatz 4, 4020 Linz, Austria.

These companies (subsidiaries of Sun Contracting AG) are operating in the same field of business as Sun Contracting AG. Any decision to be taken by Andreas Pachinger on behalf of one of these companies may have an impact on the other companies (and hence on Sun Contracting AG), which may be negatively affected by such decision. In addition, Andreas Pachinger may be hard-pressed to devote sufficient time to his several roles with Sun Contracting AG and the subsidiaries being mentioned above. Clemens Gregor Laternser is also a member of the management board of several companies. He, too, may be hard-pressed to devote sufficient time to Sun Contracting AG.

Besides, none of the Group Companies will be obligated to borrow from the Issuer. They may also turn to any third party lender. The Issuer will neither be able to influence corporate governance of, nor be entitled to have a say with respect to any decisions to be taken by, other (borrowing) Group Companies.

Other than as disclosed above, there are no further conflicts of interest between any duties of members of the board of directors and their private interests or other duties.

#### **4.10 MAJOR SHAREHOLDERS**

##### **4.10.1 *To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.***

Initially, after having been established, the share capital of the Issuer amounted to EUR 50,000.00 and was divided into 5,000,000 registered shares with a portion of the share capital attributable to each share of EUR 0.01. Based on a resolution of the general meeting of the Issuer, the articles of association of the Issuer were amended and the share capital was increased to EUR 1,000,000.00 (registered with the commercial register as of 24 March 2021). Hence, the total nominal share capital of the Issuer as registered in the commercial register of the Principality of Liechtenstein currently amounts to EUR 1,000,000.00 and is divided into 1,000,000 registered shares with a portion of the share capital attributable to each share of EUR 1.00. The shares are issued and fully paid.

The shares in the Issuer are being held by Sun Contracting AG, a stock corporation, incorporated, organized and existing under the laws of the Principality of Liechtenstein and registered with the commercial register under registration number FL- 0002.555.661-3 (Office of Justice of the Principality of Liechtenstein; *Handelsregister des Amtes für Justiz, Fürstentum Liechtenstein*). As of the date of this Prospectus, Sun Contracting AG is controlled by Andreas Pachinger, who is holding 99.00 % of the shares in Sun Contracting AG and who, jointly with Clemens Gregor Laternser, is a member of the board of directors of Sun Contracting AG with sole power of representation.

Initially, after having been established, the share capital of Sun Contracting AG amounted to EUR 100,000.00 and was held by Andreas Pachinger. Based on a resolution of the general meeting of Sun Contracting AG dated 20 December 2018, the articles of association of Sun Contracting AG were amended and the share capital was increased to EUR 1,000,000.00. The capital increase of Sun Contracting AG was registered with the commercial register of the Principality of Liechtenstein on 21 December 2018.

Until 8 October 2019, the share capital of Sun Contracting AG was held by Andreas Pachinger in an amount of EUR 921,000.00, by Gerald Wirtl-Gutenbrunner in an amount of EUR 69,000.00 and by Christian Bauer in an amount of EUR 10,000.00. On 8 October 2019, Andreas Pachinger acquired 6,900,000 shares in Sun Contracting AG that were formerly being held by Gerald Wirtl-Gutenbrunner. Between 8 October 2019 and 21 June 2021,

the share capital of the Issuer was held by Andreas Pachinger in an amount of EUR 990,000.00 and by Christian Bauer in an amount of EUR 10,000.00. With agreement dated 22 June 2021 the Issuer bought back 1,000,000 own shares worth EUR 10,000.00, which were formerly held by Christian Bauer.

Thus, the Sun Contracting Group is being controlled by Andreas Pachinger, who is the major shareholder of Sun Contracting AG, which is the parent company of the Sun Contracting Group (and hence of the Issuer). Andreas Pachinger is holding 99 % of the shares in Sun Contracting AG; that being said, no measures are currently in place to prevent Andreas Pachinger from being able to abuse his influence on the Sun Contracting Group.

Andreas Pachinger is sole managing director of the following Group Companies:

- sun-inotech GmbH, Europaplatz 4, 4020 Linz, Austria;
- Sun Contracting GmbH, Europaplatz 4, 4020 Linz, Austria;
- Sun Contracting Projekt GmbH, Europaplatz 4, 4020 Linz, Austria;
- Sun Contracting Norica Plus GmbH, Europaplatz 4, 4020 Linz, Austria.

**Andreas Pachinger** is the beneficial owner of Sun Contracting AG and the Issuer in accordance with Art 3 (6) of the Directive (EU) 2015/849. He has many years of technical experience under his belt, which he initially gained as part of an apprenticeship as a draftsman at Dopplmair Engineering in Linz. Working with Doppelmair Engineering, he was assigned with the responsibility regarding the construction of steel and industrial equipment and was able to gain a wide range of knowledge, including in the field of computer-aided system realisation, as well as basic business management know-how. With the intention to broaden his expertise, Andreas Pachinger moved to the management of Spitz GmbH & Co KG in order to expand his skills and competences in the field of personnel management and corporate restructuring. Considering his technical experience, he moved to ICT Linz GmbH where he was assigned with the administration as well as with the responsibility for the comprehensive IT system, including with respect to the IT system of Linz General Hospital. Among other things, this experience enables him to use his technical expertise as well as his leadership skills. In order to be able to make the best possible use of his experience as well as his expertise and after careful consideration and conception in early 2016, Andreas Pachinger decided to found Sonnenstrom PV Konzept GmbH (now: sun-inotech GmbH), in order to create a possibility to implement his acquired skills in the field of project management and computer-aided plant design. Due to his know-how, the project planning of large-scale plants with regard to (inter alia) statics, planning and energy efficiency is now a key to the success of Sun Contracting AG and the Sun Contracting Group.

**4.10.2 *A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer.***

The Issuer is being indirectly controlled by Andreas Pachinger, who holds 99.00 % of the shares in Sun Contracting AG, which is holding 100 % of the shares in the Issuer and is thus controlling the Issuer. The Issuer is currently unaware of any arrangements, which may result in a change of control of the Issuer at a subsequent date.

#### **4.11 FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES**

##### **4.11.1 Historical financial information**

##### **4.11.1.1 Audited historical financial information covering the latest two financial years (or such shorter period as the issuer has been in operation) and the audit report in respect of each year.**

Please refer to section 4.11.1.5.

The financial information of the Issuer may be found in the audited financial statements of the Issuer as of 31 December 2021, which are attached to this Prospectus as annex II.

##### **4.11.1.2 Change of accounting reference date**

The issuer has not changed its accounting reference date since the Issuer has only been established in February 2021 and is registered with the companies register since 2 March 2021.

##### **4.11.1.3 Accounting standards**

***The financial information must be prepared according to International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002. If Regulation (EC) No 1606/2002 is not applicable, the financial information must be prepared in accordance with either: (a) a Member State's national accounting standards for issuers from the EEA, as required by the Directive 2013/34/EU; (b) a third country's national accounting standards equivalent to Regulation (EC) No 1606/2002 for third country issuers. If such third country's national accounting standards are not equivalent to Regulation (EC) No 1606/2002, the financial statements shall be restated in compliance with that Regulation.***

Accounting of the Issuer is carried out in accordance with the provisions of the Persons and Companies Act ("PGR") of the Principality of Liechtenstein.

##### **4.11.1.4 Change of accounting framework**

***The last audited historical financial information, containing comparative information for the previous year, must be presented and prepared in a form consistent with the accounting standards framework that will be adopted in the Issuer's next published annual financial statements. Changes within the Issuer's existing accounting framework do not require the audited financial statements to be restated. However, if the Issuer intends to adopt a new accounting standards framework in its next published financial statements, the latest year of financial statements must be prepared and audited in line with the new framework.***

Not applicable. The Issuer has only released financial information for the year, which ended on 31 December 2021. The Issuer has not released and published any other financial information yet.

#### 4.11.1.5 *Financial information of the Issuer:*

The Issuer has been established on 23 February 2021 and is registered with the commercial register of the Principality of Liechtenstein since 2 March 2021. Accordingly, the Issuer has only published financial information for the financial year, which ended on 31 December 2021 (covering a period from 2 March 2021 to 31 December 2021). The financial statements were prepared in accordance with the Persons and Companies Act of the Principality of Liechtenstein (PGR) and with generally accepted accounting principles.

No further financial information is available at the date of this Prospectus.

Source of the following information: The key financial information is derived from the financial statements of the Issuer as of 31 December 2021.

Balance Sheet (in EUR)	31/12/2021
<b>Assets</b>	
A. Fixed Assets	
I. Financial Investments	0
II. Movable Properties	0
III. Immovable Properties	0
IV. Intangible Assets	217,618.39
Total Fixed Assets	217,618.39
B. Current Assets	
I. Receivables	6,120,137.20
II. Bank Balances, Postal Giro Balances, Cheques and Cash in Hand	346,452.73
C. Prepaid Expenses	0
Total Current Assets	6,466,589.93
<b>Total Assets</b>	<b>6,684,208.32</b>
<b>Liabilities</b>	
A. Shareholders' Equity	
I. Subscribed Share Capital	1,000,000.00
II. Legal Reserves	0
III. Profit carried Forward	0
IV. Annual +Profit/-Loss	-80,038.84
Total Shareholders' Equity	919,961.16
Debts	
B. Liabilities	5,179,231.31
C. Deferred Income	574,486.80
D. Provisions	10,529.05
Total Debts	5,764,247.16
<b>Total Liabilities</b>	<b>6,684,208.32</b>

Source: annual financial statements of the Issuer as of 31 December 2021.

Income Statement (in EUR)	02/03/2021 to 31/12/2021
1. Net Sales	0
2. Costs of Materials/Services	0
<b>Gross Profit</b>	<b>0</b>
3. Staff Expense	-58,606.85

4. Other operating Expenses	-156,561.20
5. Depreciation and Value Adjustments	-15,509.60
6. Income from Participations	0
7. Interest and similar Expenses	-102,355.57
8. Interest and similar Income	254,734.38
<b>Results from ordinary Business Activities</b>	<b>-78,298.84</b>
Taxes	-1,740.00
<b>Result of the Year (+ Profit/- Loss)</b>	<b>-80,038.84</b>

Source: annual financial statements of the Issuer as of 31 December 2021.

<b>Cash Flow Statement (in EUR)</b>	<b>31/12/2021</b>
Result of the Year (+ Profit /- Loss)	-80,038.84
+ Depreciation on fixed Assets	15,509.60
+/- Increase/Decrease in Provisions	10,529.05
+/- Decrease/Increase in Receivables and other Assets	-6,120,137.20
+/- Increase/Decrease in Liabilities	5,753,718.11
<b>= Cash Flow from operating Activities</b>	<b>-420,419.28</b>
- Payments for Investments in Property, Plant and Equipment	-233,127.99
- Payments for Investments in Financial Assets	0
+ Proceeds from Disposals of Financial Assets	0
<b>= Cash Flow from investing Activities</b>	<b>-233,127.99</b>
+ Payments by Shareholders	1,000,000.00
- Payments to Shareholders	0
+ Proceeds from taking up of Loans	0
- Payments for the Repayment of Loans	0
<b>= Cash Flow from financing Activities</b>	<b>1,000,000.00</b>
Cash and Cash Equivalents at the beginning of the Period	0
Cash and Cash Equivalents at the End of the Period	346,452.73

Source: annual financial statements of the Issuer as of 31 December 2021.

#### **Accounting policies and explanatory notes:**

##### **Accounting and valuation methods**

Accounting is carried out in accordance with the provisions of the Liechtenstein Persons and Company Act (PGR). The financial statements have been prepared in accordance with legal requirements and generally accepted accounting principles. The primary objective of accounting is to present a true and fair view of the net assets, financial position and results of operations of the company (true and fair view). The general evaluation principles of the PGR are applied. The valuation was based on the going concern assumption.

Asset and liability accounts are valued individually. Assets and liabilities are not offset against each other.

Assets are stated at their acquisition or production cost less scheduled and unscheduled depreciation and value adjustments as provided for by the PGR.

##### **The accounts shall be kept in EUR.**

The tax rate was used to translate foreign currencies into EUR on the balance sheet date.

##### **Deviations from the general valuation principles**

There are no deviations from the valuation principles, accounting methods, accounting regulations and the principle of a true and fair view according to PGR in these financial statements.



### Deviations from presentation consistency

There is no deviation from the consistency of presentation.

### Guarantees, warranty obligations, pledges and other contingent liabilities

none

### Notes to the balance sheet

#### Liabilities

Liabilities > 5 years: € 5,176,685.50

### Financial Information of Sun Contracting AG

Sun Contracting AG, who is the parent company of the Issuer and is holding 100 % of its shares, is the most essential company within the Sun Contracting Group. Sun Contracting AG published financial statements for the financial years that ended on 31 December 2018, on 31 December 2019 and on 31 December 2020, respectively. The financial statements of Sun Contracting AG as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020 were audited. All of those audit opinions are qualified.

The following financial information are derived from its audited annual financial statements as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020.

#### (a) Balance Sheets

Balance Sheet (in EUR)	31/12/2020	31/12/2019	31/12/2018
<b>Assets</b>			
Total Fixed Assets	43,291,070.63	11,722,520.18	9,786,600.59
Prepaid Expenses	32,417.21	14,679.94	19,625.82
Total Current Assets	15,668,345.27	15,467,052.22	4,088,274.53
<b>Total Assets</b>	<b>58,959,415.90</b>	<b>27,189,572.40</b>	<b>13,874,875.12</b>
<b>Liabilities</b>			
Total Shareholders' Equity	2,664,831.32	2,013,681.84	1,596,988.15
Total Debts	56,294,584.58	25,175,890.56	12,277,886.97
<i>Liabilities</i>	54,433,162.46	25,111,058.56	12,193,311.87
<i>Deferred Income</i>	1,791,422.12	24,832.00	10,205.10
<i>Provisions</i>	70,000.00	40,000.00	74,370.00
<b>Total Liabilities</b>	<b>58,959,415.90</b>	<b>27,189,572.40</b>	<b>13,874,875.12</b>

(Source: annual financial statements of Sun Contracting AG as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020)

## (b) Income Statements

The Income statements of Sun Contracting AG are derived from its audited financial statements as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020.

Income Statement	01/01/2020 to 31/12/2020	01/01/2019 to 31/12/2019	01/01/2018 to 31/12/2018
(in EUR)			
Net Sales	5,329,684.87	3,126,285.47	1,654,167.80
Costs of Materials/Services	-1,349,434.85	-660,794.69	-295,056.16
<b>Gross Profit</b>	<b>3,980,250.02</b>	<b>2,465,490.78</b>	<b>1,359,111.64</b>
Staff Expenses	-30,894.71	0	0
Other operating Expenses	-1,895,127.79	-1,667,343.13	-698,771.06
Depreciation and Value Adjustments	-315,361.11	-2,366.18	-18,589.50
Income from Participations	185,000.00	158,060.45	0
Interests and similar Expenses	-1,452,391.99	-497,066.05	-46,803.36
Interests and similar Income	250,826.61	2,824.91	10.50
<b>Result from ordinary Business Activities</b>	<b>722,301.03</b>	<b>459,600.78</b>	<b>594,958.22</b>
Taxes	-71,151.55	-42,907.09	-74,707.61
<b>Profit for the Year (+Profit/Loss)</b>	<b>651,149.48</b>	<b>416,693.69</b>	<b>520,250.61</b>

(Source: annual financial statements of Sun Contracting AG as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020)

## (c) Cash Flow Statements

The cash flows statements of Sun Contracting AG are derived from its audited financial statements as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020.

Cash Flow Statement	31 December 2020	31 December 2019	31 December 2018
(in EUR)			
Profit for the Year	651,149.48	416,693.69	520,250.61
+ Depreciation on fixed Assets	0	0	0
+/- Increase/Decrease in Provisions	30,000.00	-34,370.00	63,407.50
+/- Decrease/Increase in Receivables and other Assets	-34,220,623.13	-11,805,675.21	-12,314,283.71
+/- Increase/Decrease in Liabilities	31,088,694.02	12,932,373.59	12,095,860.21
<b>= Cash Flow from operating Activities</b>	<b>-2,450,779.63</b>	<b>1,509,022.07</b>	<b>365,234.61</b>

- Payments for Investments in Property, Plant and Equipment	0	0	0
- Payments for Investments in financial Assets	-31,568,550.45	-1,935,919.59	-9,579,911.52
+ Proceeds from Disposals of financial Assets	31,568,550.45	1,935,919.59	9,579,911.52
<b>= Cash Flow from investing Activities</b>	<b>0</b>	<b>0</b>	<b>0</b>
+ Payments by Shareholders	0	0	900,000.00
- Payments to Shareholders	0	0	0
+ Proceeds from taking up of Loans	0	0	0
-Payments for the Repayment of Loans	0	0	0
<b>= Cash Flow from financing Activities</b>	<b>0</b>	<b>0</b>	<b>900,000.00</b>
Cash and Cash Equivalents at the beginning of the Period	2,862,924.41	1,353,902.34	88,667.73
Cash and Cash Equivalents at the End of the Period	412,144.78	2,862,924.41	1,353,902.34

Source: annual financial statements of Sun Contracting AG as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020.

The following documents are attached to this Prospectus:

- Financial Statements of the Issuer for the financial year that ended on 31 December 2021 (**annex II**),
- Cash Flow Statement of the Issuer 2021 (**annex III**),
- Financial Statements of Sun Contracting AG for the financial year that ended on 31 December 2018 (**annex IV**),
- Cash Flow Statement of Sun Contracting AG 2018 (**annex V**),
- Financial Statements of Sun Contracting AG for the financial year that ended on 31 December 2019 (**annex VI**),
- Cash Flow Statement of Sun Contracting AG 2019 (**annex VII**),
- Financial Statements of Sun Contracting AG for the financial year that ended on 31 December 2020 (**annex VIII**),
- Cash Flow Statement of Sun Contracting AG 2020 (**annex IX**).

**(d) the accounting policies and explanatory notes.**

#### **Accounting and valuation methods**

Accounting is carried out in accordance with the provisions of the Persons and Companies Act of the Principality of Liechtenstein (“PGR”). The financial statements are prepared in accordance with legal requirements and generally accepted accounting principles.

#### 4.11.2 **Consolidated financial statements**

***If the issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document.***

Not applicable. The Issuer does not prepare consolidated financial statements.

##### 4.11.2.1 **Age of financial information**

***The balance sheet date of the last year of audited financial information may not be older than 18 months from the date of the registration document.***

The latest financial statements of the Issuer as of 31 December 2021 are covering a period from 2 March 2021 (the day, on which the Issuer has been registered with the commercial register of the Office of Justice of Liechtenstein) to 31 December 2021.

#### 4.11.3 **Interim and other financial information**

4.11.3.1 ***If the issuer has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in the registration document. If the quarterly or half yearly financial information has been reviewed or audited, the audit or review report must also be included. If the quarterly or half yearly financial information is not audited or has not been reviewed state that fact. If the registration document is dated more than nine months after the date of the last audited financial statements, it must contain interim financial information, which may be unaudited (in which case that fact must be stated) covering at least the first six months of the financial year. Interim financial information prepared in accordance with either the requirements of the Directive 2013/34/EU or Regulation (EC) No 1606/2002 as the case may be. For issuers not subject to either Directive 2013/34/EU or Regulation (EC) No 1606/2002, the interim financial information must include comparative statements for the same period in the prior financial year, except that the requirement for comparative balance sheet information may be satisfied by presenting the year's end balance sheet***

The Issuer is not obligated to publish quarterly or half yearly financial information.

#### 4.11.4 Auditing of Historical financial information

4.11.4.1 **The historical annual financial information must be independently audited. The audit report shall be prepared in accordance with the Directive 2014/56/EU and Regulation (EU) No 537/2014.**

**Where Directive 2014/56/EU and Regulation (EU) No 537/2014 do not apply:**

**(a) the historical financial information must be audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view in accordance with auditing standards applicable in a Member State or an equivalent standard.**

**(b) if audit reports on the historical financial information contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full and the reasons given.**

**Financial statements of the Issuer as of 31 December 2021** (attached to this Prospectus as annex II)

The annual financial statements of the Issuer as of 31 December 2021 have been audited by Grant Thornton AG and the following statement is made in the accompanying report on the annual financial statement:

*“Report of the auditors on the financial statements 2021*

*to the general meeting of*

*Sun Invest AG, 9496 Balzers*

*As statutory auditors, we have audited the financial statements (balance sheet, income statement and notes) of Sun Invest AG for the year ended December 31, 2021.*

*These financial statements are the responsibility of the board of directors. Our responsibility is to express an opinion on these financial statements based on our audit. We confirm that we meet the legal requirements concerning professional qualification and independence.*

*Our audit was conducted in accordance with auditing standards promulgated by the Liechtenstein profession, which require that an audit be planned and performed to obtain reasonable assurance about whether the financial statements is free from material misstatement. We have examined on a test basis evidence supporting the amounts and disclosures in the financial statements. We have also assessed the accounting principles used, significant estimates made and the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.*

*In our opinion, the financial statements give a true and fair view of the financial position, the financial performance and the results of operations in accordance with the Liechtenstein law. Furthermore, the financial statements comply with the Liechtenstein law and the company’s articles of incorporation.*

*We recommend that the financial statements submitted to you be approved.*

*Schaan, June 30, 2022*

*Grant Thornton AG”*

#### **Sun Contracting AG**

Sun Contracting AG, which is the parent company and is holding 100 % of the shares in the Issuer, is the most essential company within the Sun Contracting Group. Sun Contracting AG published financial statements for the financial years that ended on 31 December 2017 (covering a period from 7 September 2017 to 31 December 2017), on 31 December 2018, on 31 December 2019 and on 31 December 2020, respectively. The financial

statements of Sun Contracting AG as of 31 December 2017 were reviewed; the financial statements of Sun Contracting AG as of 31 December 2018, as of 31 December 2019 and as of 31 December 2020 were audited.

#### **Financial Statements of Sun Contracting AG as of 31 December 2017**

The annual financial statements of Sun Contracting AG as of 31 December 2017 have been reviewed by ReviTrust Grant Thornton AG (now: Grant Thornton AG) and the following statement is made in the accompanying report on the annual financial statement:

*“Report of the auditors on the review of the financial statements 2017 (translation of the original version dated March 29, 2018)*

*to the general meeting of Sun Contracting AG, Balzers*

*As statutory auditor, we have reviewed the financial statements of Sun Contracting AG for the period from September 7, 2017 to December 31, 2017.*

*These financial statements are the responsibility of the Board of Directors. Our responsibility is to issue a report on the financial statements based on our review. We confirm that we meet the legal requirements concerning professional qualification and independence.*

*Our review was performed in accordance with the Standard on the Review of financial statements issued by the Liechtenstein Association of Auditors. This Standard requires that we plan and perform the review in such a way as to enable material misstatements in the financial statements to be detected, albeit with less assurance than in a statutory audit. A review consists primarily of inquiries of company personnel and analytical procedures in relation to the data used to prepare financial statements. We have performed a review and not an audit. Accordingly, we do not express an audit opinion.*

*Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not give a true and fair view of the company's net assets, financial position and results of operations in accordance with Liechtenstein law. Furthermore, nothing has come to our attention that causes us to believe that the financial statements as well as the proposed appropriation of available earnings do not comply with Liechtenstein law and the company's articles of incorporation.*

*In the course of our review, nothing has come to our attention that would give us reason not to recommend these financial statements for approval.*

*Schaan, August 7, 2020*

*Grant Thornton AG”*

#### **Financial statements of Sun Contracting AG as of 31 December 2018 (attached to this Prospectus as annex IV)**

The annual financial statements of Sun Contracting AG as of 31 December 2018 have been audited by ReviTrust Grant Thornton AG (now: Grant Thornton AG) and the following statement is made in the accompanying report on the annual financial statement:

*“Report of the auditors on the financial statements 2018 (translation of the original version from July 15, 2019)*

*to the general meeting of Sun Contracting AG, 9496 Balzers*

*As statutory auditors, we have audited the financial statements (balance sheet, income statement and notes) of Sun Contracting AG for the year ended December 31, 2018.*

*These financial statements are the responsibility of the board of directors. Our responsibility is to express an opinion on these financial statements based on our audit. We confirm that we meet the legal requirements concerning professional qualification and independence.*

*Our audit was conducted in accordance with auditing standards promulgated by the Liechtenstein profession, which require that an audit be planned and performed to obtain reasonable assurance about whether the financial statements and the annual report are free from material misstatement. We have examined on a test basis evidence supporting the amounts and disclosures in the financial statements. We have also assessed the accounting principles used, significant estimates made and the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.*

*In our opinion, the financial statements give a true and fair view of the financial position, the financial performance and the results of operations in accordance with the Liechtenstein law and the company's articles of incorporation, subject to the following qualifications:*

*The balance sheet of Sun Contracting AG includes receivables amounting to EUR 2'714'746.37. The collectability of receivables in the amount of EUR 1'062'266.78 cannot be assessed.*

*Furthermore, the balance sheet of Sun Contracting AG includes financial assets amounting to EUR 9'780'000.59. The recoverability of financial assets in the amount of EUR 8'614'000 cannot be assessed.*

*Taking into account the above qualifications, we recommend that the financial statements submitted to you be approved.*

*Should, due to the abovementioned qualifications, a value adjustment be necessary which would lead to a capital loss or to over-indebtedness, we expressly refer to Arts. 182e and 182f of the "PGR" (Liechtenstein Persons and Companies Act).*

*The proposal of the board of directors for the appropriation of available earnings complies with the Liechtenstein law and the company's articles of incorporation.*

*We point out that the financial statements have not been submitted to the general meeting for approval within six months following the ending of the financial year.*

*Schaan, August 7, 2020*

*Grant Thornton AG"*

Hence, the auditor was unable to assess the collectability of receivables in the amount of EUR 1,062,266.78 and the recoverability of financial assets in the amount of EUR 8,614,000.00. Further, the auditor noted that contrary to the provisions of Article 179a PGR, the annual financial statements were not submitted to the general meeting for approval within six months of the end of the financial year.

As a consequence, the auditor issued a qualified audit opinion with regard to the financial year that ended on 31. December 2018.

**Financial statements of Sun Contracting AG as of 31 December 2019 (attached to this Prospectus as annex VI)**

The annual financial statements of Sun Contracting AG as of 31 December 2019 have been audited by Grant Thornton AG and the following statement is made in the accompanying report on the annual financial statement:

*"Report of the auditors on the financial statements 2019 (translation of the original version from July 11, 2020)  
to the general meeting of*

*Sun Contracting AG, 9496 Balzers*

*As statutory auditors, we have audited the financial statements (balance sheet, income statement and notes) of Sun Contracting AG for the year ended December 31, 2019.*

*These financial statements are the responsibility of the board of directors. Our responsibility is to express an opinion on these financial statements based on our audit. We confirm that we meet the legal requirements concerning professional qualification and independence.*

*Our audit was conducted in accordance with auditing standards promulgated by the Liechtenstein profession, which require that an audit be planned and performed to obtain reasonable assurance about whether the financial statements and the annual report are free from material misstatement. We have examined on a test basis evidence supporting the amounts and disclosures in the financial statements. We have also assessed the accounting principles used, significant estimates made and the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.*

*In our opinion, the financial statements give a true and fair view of the financial position, the financial performance and the results of operations in accordance with the Liechtenstein law and the company's articles of incorporation, subject to the following qualification:*

*The balance sheet of Sun Contracting AG includes financial assets amounting to EUR 11'546'707.73. The recoverability of financial assets in the amount of EUR 8'614'000 cannot be assessed.*

*Taking into account the above qualification, we recommend that the financial statements submitted to you be approved.*

*Should, due to the abovementioned qualification, a value adjustment be necessary which would lead to a capital loss or to over-indebtedness, we expressly refer to Arts. 182e and 182f of the "PGR" (Liechtenstein Persons and Companies Act).*

*The proposal of the board of directors for the appropriation of available earnings complies with the Liechtenstein law and the company's articles of incorporation.*

*We point out that the financial statements have not been submitted to the general meeting for approval within six months following the ending of the financial year.*

*Schaan, August 7, 2020*

*Grant Thornton AG"*

Hence, the auditor was unable to assess the recoverability of financial assets in the amount of EUR 8,614,000.00. Further, the auditor noted that contrary to the provisions of Article 179a PGR, the annual financial statements were not submitted to the general meeting for approval within six months of the end of the financial year.

As a consequence, the auditor issued a qualified audit opinion with regard to the financial year that ended on 31. December 2019.

**Financial statements of Sun Contracting AG as of 31 December 2020** (attached to this Prospectus as annex VIII)

The annual financial statements of Sun Contracting AG as of 31 December 2020 have been audited by Grant Thornton AG and the following statement is made in the accompanying report on the annual financial statement:

*"Report of the auditors on the financial statements 2020*

*to the general meeting of*

*Sun Contracting AG, 9496 Balzers*



*As statutory auditors, we have audited the financial statements (balance sheet, income statement and notes) of Sun Contracting AG for the year ended December 31, 2020.*

*These financial statements are the responsibility of the board of directors. Our responsibility is to express an opinion on these financial statements based on our audit. We confirm that we meet the legal requirements concerning professional qualification and independence.*

*Our audit was conducted in accordance with auditing standards promulgated by the Liechtenstein profession, which require that an audit be planned and performed to obtain reasonable assurance about whether the financial statements and the annual report are free from material misstatement. We have examined on a test basis evidence supporting the amounts and disclosures in the financial statements. We have also assessed the accounting principles used, significant estimates made and the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.*

*In our opinion, the financial statements give a true and fair view of the financial position, the financial performance and the results of operations in accordance with the Liechtenstein law and the company's articles of incorporation, subject to the following qualification:*

*The balance sheet of Sun Contracting AG includes financial assets amounting to EUR 41'266'354.62. The recoverability of financial assets in the amount of EUR 6'764'000 cannot be assessed.*

*Taking into account the above qualification, we recommend that the financial statements submitted to you be approved.*

*Should, due to the abovementioned qualification, a value adjustment be necessary which would lead to a capital loss or to over-indebtedness, we expressly refer to Arts. 182e and 182f of the "PGR" (Liechtenstein Persons and Companies Act).*

*We point out that the financial statements have not been submitted to the general meeting for approval within six months following the ending of the financial year.*

*Schaan, September 17, 2021*

*Grant Thornton AG"*

Hence, the auditor was unable to assess the recoverability of financial assets in the amount of EUR 6,764,000.00. Further, the auditor noted that contrary to the provisions of Article 179a PGR, the annual financial statements were not submitted to the general meeting for approval within six months after the end of the financial year.

As a consequence, the auditor issued a qualified audit opinion with regard to the financial statements for the financial year that ended on 31. December 2020.

**4.11.4.2 Indication of other information in the registration document which has been audited by the auditors.**

Not applicable

**4.11.4.3 Where financial information in the registration document is not extracted from the issuer's audited financial statements state the source of the data and state that the data is not audited.**

Not applicable

The cash flow statements have neither been audited nor reviewed.

#### 4.11.5 **Legal and arbitration proceedings**

##### 4.11.5.1 **Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement.**

The Issuer is not involved in any legal proceedings.

In the course of their respective business operations, the Issuer or any of the Group Companies may be regularly involved in legal disputes as plaintiff or defendant. The Issuer or any of the Group Companies may become involved from time to time in various claims and legal proceedings arising in the ordinary course of business, such as employee claims, claims from clients and competitors, and proceedings initiated by any supervisory authorities.

As of the date of this Prospectus, there are no governmental, legal, arbitration or administrative proceedings against or affecting the Issuer (and no such proceedings are pending or threatened of which the Issuer is aware) during a period covering at least the previous 12 months which have or may have in the recent past, individually or in the aggregate, significant effects on the profitability or the financial position of the Issuer.

#### **Information on any governmental, legal or arbitration proceedings with respect to Sun Contracting AG**

Sun Contracting AG, as the parent company of the Issuer and as the most essential and influential company among the Group Companies, has been subject to several administrative proceedings in recent years and has been requested by competent financial supervisory authorities to provide information to such supervisory authorities. As of the date of this Prospectus Sun Contracting AG has neither been penalized nor has any competent supervisory authority imposed any sanctions upon Sun Contracting AG. However, Sun Contracting AG has backed out of certain jurisdictions in the wake of such proceedings (as discussed below):

- On 19 March 2020, the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde (FMA)*, “**FMA Austria**”) initiated procedures against Sun Contracting AG on the basis of section 14 KMG regarding the public offers by Sun Contracting AG of bonds of the Sun Contracting Registered Bond 2019 (*Sun Contracting Namens-Anleihe 2019*) and of the Sun Contracting Bearer Bond 2019 (*Sun Contracting Inhaberanleihe 2019*), respectively. In the course of these proceedings, Sun Contracting AG was ordered to explain (i) the online tool, that was facilitating an online subscription of bonds (issued by Sun Contracting AG), (ii) the procedures, which were possibly taken by Sun Contracting AG to identify investors and (iii) the sale of financial instruments. Sun Contracting AG submitted a statement with the FMA Austria on 8 May 2020.
- On 11 May 2020, the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)*, hereinafter “**BaFin**”) initiated an investigation pursuant to section 34 para 1 of the German Banking Act (*Gesetz über das Kreditwesen (Kreditwesengesetz; hereinafter “KWG”)*) with respect to the public offer by Sun Contracting AG of bonds of the Sun Contracting Registered Bond 2018 and the Sun Contracting Registered Bond 2019, respectively. In the course of these proceedings, Sun Contracting AG submitted a statement with BaFin on 24 June 2020 and expressed its opinion regarding the characteristics of these bonds. Further, Sun Contracting AG ventured its opinion regarding the question of applicable law to the bonds and further stated that it believed that the offer of the bonds would not constitute a deposit business (*Einlagengeschäft*) as set out in the KWG.
- On 19 June 2020, the Hungarian National Bank (*Magyar Nemzeti Bank (MNB)*, hereinafter “**MNB**”) initiated an investigation against Sun Contracting AG regarding the public offering of bonds of the Sun

Contracting Registered Bond 2019 in Hungary. MNB opined, that Sun Contracting AG would have to be obligated according to applicable Hungarian law to mandate an investment service provider if it was conducting a public offering of bonds in Hungary. Sun Contracting AG was unaware of any wrongdoings and believed that the Commission Delegated Regulation (EU) 2017/1129 would not provide for such a regulation (and restriction of public offers) within the European Union (the European Economic Area) whatsoever. Currently, the Issuer does not conduct any public offers of financial instruments in Hungary.

- On 12 April 2021, BaFin initiated another investigation against Sun Contracting AG pursuant to section 34 para 1 KWG with respect to the public offer of bonds of the Sun Contracting Registered Junior Bond 2020. In a statement, which was submitted with BaFin on 4 May 2021, Sun Contracting AG expressed its opinion regarding the characteristics of these bonds and further stated that it believed that the offer of the bonds would not constitute a deposit business (*Einlagengeschäft*) as set out in the KWG. Nonetheless, with letter dated 1 June 2021, BaFin ordered Sun Contracting AG to cease any offering activities in Germany with respect to the Sun Contracting Registered Junior Bond 2020 pursuant to Article 37 para 1 KWG.
- On 27 May 2021, BaFin initiated a consultation pursuant to Art 42 MiFIR with regard to the Sun Contracting Bearer Bond 2020 and with regard to the website of Sun Contracting AG. In the course of these proceedings, Sun Contracting AG was ordered to provide (in particular) a list of the photovoltaic systems, which it was running at this point in time. Sun Contracting honoured this request on 30 June 2021. However, BaFin was not satisfied with the response of Sun Contracting AG as far as the number of photovoltaic systems were concerned, that were currently either being run or under construction or only in the process of being planned as it believed that the language being used by Sun Contracting AG would be misleading.
- On 1 November 2021, BaFin initiated proceedings pursuant to Art 42 MiFIR with regard to the Sun Contracting Energy Bond 2021 (Product Intervention) and expressed its intention that it would consider to prohibit the marketing, distribution or sale of the Sun Contracting Energy Bond 2021 due to concerns with regard to investor protection. On 24 November 2021, Sun Contracting AG submitted a statement and pointed out that the Sun Contracting Energy Bond 2021 would not give rise to any significant investor concerns whatsoever. Sun Contracting AG believed that – in alia – the Sun Contracting Energy Bond 2021 would not feature a structure which might qualify this bond to be a complex financial instrument. Nevertheless, Sun Contracting AG decided to cease any marketing and sale activities in Germany with regard to the Sun Contracting Energy Bond 2021. As of now Sun Contracting AG has not made any new offerings in Germany.

#### 4.11.6 ***Significant change in the issuer's financial position***

***A description of any significant change in the financial position of the group which has occurred since the end of the last financial period for which either audited financial information or interim financial information have been published, or provide an appropriate negative statement.***

There has not been a significant change in the Issuer's financial position or performance since 31 December 2021. Further, there has not been any material adverse change in the prospects of the Issuer since 31 December 2021.

## 4.12 ADDITIONAL INFORMATION

### 4.12.1 *Share capital*

***The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up with an indication of the number, or total nominal value and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.***

The total nominal share capital of the Issuer as registered in the commercial register of the Principality of Liechtenstein amounts to EUR 1,000,000.00 and is divided into 1,000,000 registered shares with a portion of the share capital attributable to each share of EUR 1.00. The shares are issued and fully paid.

The shares in the Issuer are being held by Sun Contracting AG, a stock corporation, incorporated, organized and existing under the laws of the Principality of Liechtenstein and registered with the commercial register under registration number FL- 0002.555.661-3 (Office of Justice of the Principality of Liechtenstein). As of the date of this Prospectus Sun Contracting AG is controlled by Andreas Pachinger, who is holding 99.00 % of the shares in Sun Contracting AG and who, jointly with Clemens Gregor Laternser, is also a member of the board of directors of Sun Contracting AG with sole power of representation.

### 4.12.2 *Memorandum and Articles of Association*

***The register and the entry number therein, if applicable, and a description of the issuer's objects and purposes and where they can be found in the memorandum and articles of association.***

The Issuer with its registered office in FL-9496 Balzers, Landstrasse 15, Principality of Liechtenstein, is registered in the commercial register of the Principality of Liechtenstein under registration number FL-0002.654.161-3. The competent registry office is the Office of Justice of the Principality of Liechtenstein.

According to article 2 of its articles of association the Issuer's core business encompasses trades in all kinds of assets, in particular trades with solar arrays, the provision of related consulting services, the acquisition, management and sale of all kinds of assets, the acquisition of shares in other companies and financing of other companies, issuance of debt instruments (uncertificated securities, *Wertschriften*) as well as the acquisition and commercial use of patents, licenses and rights and all business transactions directly or indirectly related to this purpose.

The issuer has issued registered shares and is maintaining a share register which is containing the names and addresses of shareholders and beneficiaries. In relation to the Issuer, only those persons will be regarded as shareholders or beneficiaries of the Issuer who are being entered in the share register and who have signed the articles of association.

#### **The bodies of the Issuer:**

- (i) General Meeting
- (ii) Board of Directors
- (iii) Auditors

#### **(i) General Meeting**

According to art 6 of the articles of association, the general meeting shall be responsible with regard to the:

1. establishment and amendment of the articles of association;

2. elections of the members of the board of directors (*Verwaltungsrat*) and of the auditor;
3. approval of the income statement, the balance sheet and the annual report as well as the resolution on the distribution and allocation of the net profit;
4. discharging the members of the board of directors and of the auditors;
5. conversion of bearer shares into registered shares and vice versa as well as to revoke any transfer restriction (if any);
6. passing of resolutions with respect to any motions from the board of directors, the auditor and of individual shareholders;
7. passing of resolutions regarding any other items to be made by the general meeting according to applicable law and/or the articles of association.

In accordance with art 7 of the articles of association, an ordinary general meeting shall be held annually and shall be convoked within six months of the end of the financial year. Extraordinary general meetings may be held as required, especially in such cases as are provided by applicable law.

In accordance with art 12 of the articles of associations, the general meeting passes resolutions by an absolute majority of the votes represented unless mandatory provisions of applicable law or the articles of association stipulate otherwise.

Resolutions of the general meeting with respect to a capital increase of the Issuer, changes to the Issuer's purpose or legal form, dissolutions and liquidation of the Issuer, relocation of the seat of the Issuer outside of Liechtenstein, the issue of preferred shares, the removal or restriction of any subscription rights of the shareholders shall require a qualified majority of 75 % of total share capital.

Resolutions by the general meeting regarding the issuance of bonds and other amendments or additions to the articles of association than those mentioned above shall require an absolute majority of at least 51 % of the total share capital.

Any person that has been a part of the management shall neither have any voting rights in decisions with respect to being discharged nor may their shares be represented in such votes.

#### **(ii) Board of Directors**

Pursuant to art 13 of the articles of association, the board of directors shall conduct the business of the Issuer with due care. The board of directors shall be in charge for the management and the representation of the Issuer vis-à-vis any third parties and any competent (domestic or foreign) courts or other supervisory authorities.

The board of directors shall

1. prepare the agenda for the general meetings and shall implement the resolutions having been taken by a general meeting;
2. prepare the guidelines with respect to the business fields of the Issuer and give necessary instructions to the management
3. monitor the persons who are responsible for the management and the representation of the Issuer with respect to compliance with applicable law, the articles of association and any other regulations and shall require to be informed with respect to the course of business on a regular basis.

#### **(iii) Auditor**

Pursuant to art 19 of the articles of association, the general meeting shall elect a trust company (*Treuhandgesellschaft*) as auditor (vested with the rights and obligations as are stipulated in art 350 PGR) for a term of one year. The auditor shall provide a report to the general meeting with regard to the balance sheet and any invoices, which are submitted by the board of directors. Further, the auditors shall propose to the general meeting either to approve the financial statements (with or without any qualifications) or to reject the financial

statements. In addition, the auditors shall review the proposal of the board of directors with respect to the distribution and allocation of the profit of the Issuer.

#### **4.13 MATERIAL CONTRACTS**

**4.13.1 *A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or an entitlement that is material to the issuer's ability to meet its obligations to security holders in respect of the securities being issued.***

There are no material contracts entered into by the Issuer other than in the ordinary course of the Issuer's business which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations vis-à-vis Bondholders in respect of the Bonds being issued hereunder.

#### **4.14 DOCUMENTS AVAILABLE**

***A statement that for the term of the registration document the following documents, where applicable, can be inspected:***

***(a) the up to date memorandum and articles of association of the issuer;***

***(b) all reports, letters, and other documents, valuations and statements prepared by any expert at the issuer's request any part of which is included or referred to in the registration document. An indication of the website on which the documents may be inspected.***

At the registered office of the Issuer (FL-9496 Balzers, Landstrasse 15, Principality of Liechtenstein), the following documents may be reviewed or received free of charge during normal business hours:

- Terms and Conditions of the Bonds
- Prospectus
- Articles of Association
- Annual financial statements as of 31 December 2021

These documents are also available for download on the website of the Issuer under: [www.suninvestag.com](http://www.suninvestag.com).

## 5 SECURITIES NOTE FOR RETAIL NON-EQUITY SECURITIES

### 5.1 PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL

5.1.1 **PERSONS RESPONSIBLE.** *Identify all persons responsible for the information or any parts of it, given in the registration document with, in the latter case, an indication of such parts. In the case of natural persons, including members of the issuer's administrative, management or supervisory bodies, indicate the name and function of the person; in the case of legal persons indicate the name and registered office.*

Sun Invest AG, with its registered office in FL-9496 Balzers, Landstrasse 15, Principality of Liechtenstein, accepts responsibility for the information contained in this Prospectus.

5.1.2 **A declaration by those responsible for the registration document that to the best of their knowledge, the information contained in the registration document is in accordance with the facts and that the registration document makes no omission likely to affect its import. Where applicable, a declaration by those responsible for certain parts of the registration document that, to the best of their knowledge, the information contained in those parts of the registration document for which they are responsible is in accordance with the facts and that those parts of the registration document make no omission likely to affect their import.**

To the best knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained or incorporated by reference in this Prospectus is in accordance with the facts and contains no omission likely to affect the import of such information. The Issuer accepts responsibility accordingly.

#### 5.1.3 **Statement regarding the Approval of the Prospectus**

This Prospectus has been approved by the Financial Market Authority of the Principality of Liechtenstein, as competent authority under Regulation (EU) 2017/1129.

The Financial Market Authority of the Principality of Liechtenstein only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Investors are advised that such approval should not be considered as an endorsement of the quality of the Bonds that are subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Bonds.

## 5.2 RISK FACTORS

***A description of the material risks that are specific to the securities being offered and/or admitted to trading in a limited number of categories, in a section headed 'Risk Factors'. Risks to be disclosed shall include:***

***(a) those resulting from the level of subordination of a security and the impact on the expected size or timing of payments to holders of the securities under bankruptcy, or any other similar procedure, including, where relevant, the insolvency of a credit institution or its resolution or restructuring in accordance with Directive 2014/59/EU;***

***(b) in cases where the securities are guaranteed, the specific and material risks related to the guarantor to the extent they are relevant to its ability to fulfil its commitment under the guarantee.***

***In each category the most material risks, in the assessment of the issuer, offeror or person asking for admission to trading on a regulated market, taking into account the negative impact on the issuer and the securities and the probability of their occurrence, shall be set out first. The risks shall be corroborated by the content of the securities note.***

Reference is made to the statements in 3 of this Prospectus.

## 5.3 ESSENTIAL INFORMATION

**5.3.1 *Interest of natural and legal persons involved in the issue/offer. A description of any interest, including a conflict of interest that is material to the issue/offer, detailing the persons involved and the nature of the interest.***

The Issuer and the Group Companies are interested in raising funds on the debt capital market in order to use such funds as described in this Prospectus. That is, the Issuer will enter into loan agreements with companies of the Sun Contracting Group and will provide the funds, having been collected in the course of offers and placements of debt instruments, to the Group Companies. The borrowing Group Companies will use those funds to pursue their corporate purpose ("Photovoltaic Contracting"). The Issuer bears the total costs of the offer of the Bonds, which costs are estimated to be approximately 5 % of the gross proceeds of up to EUR 150,000,000.00 (including premium).

**5.3.2 *Reasons for the offer and use of proceeds. Reasons for the offer to the public or for the admission to trading. Where applicable, disclosure of the estimated total expenses of the issue/offer and the estimated net amount of the proceeds. These expenses and proceeds shall be broken into each principal intended use and presented in order of priority of such uses. If the issuer is aware that the anticipated proceeds will not be sufficient to fund all the proposed uses, then state the amount and sources of other funds needed.***

The Issuer hopes that the gross proceeds of the offer of the Bonds will be up to EUR 150,000,000.00 (including premium). The Issuer bears the total costs of the Offer, which are estimated to be approximately 5 % of the issue volume (gross proceeds) to be placed with investors. Therefore, the net proceeds from the placement of the Bonds, less costs for external consultants, advertisements and expenses payable by the Issuer estimated to be up to EUR 7,500,000.00, are estimated to be EUR 142,500,000.00.



The net proceeds to be collected from the offer of the Bonds (after deduction of expenses incurred in connection with the Offer) will be provided to the Group Companies to enable these companies to further pursue their respective general corporate purposes, that is to engage in the business of producing and selling solar energy. Hence, the reason behind the offer of Bonds, which is described in this Prospectus, is to provide liquidity to the operating companies of the Sun Contracting Group, which will use the proceeds of the offer of Bonds to implement further projects with respect to Photovoltaic Contracting.

Due to the fact that Sun Contracting AG has been established in September 2017 (registered with the commercial register of the Office of Justice of the Principality of Liechtenstein since 7 September 2017), it and the Sun Contracting Group have to rely (and are relying) on debt capital to fund the expansion of their respective business activities. As a consequence, the Issuer intends to issue several bonds, Investments (*Veranlagungen*) and Capital Investments (*Vermögensanlagen*) in order to fund the Group Companies.

As of the date of this Prospectus, the Issuer has already issued several financial instruments and is planning to issue another registered bond in summer of 2022 (please refer to section 3.1.3 herein).

The Bonds will not be admitted to trading on a Regulated Market, an MTF, an OTF or on any other trading venue.

## **5.4 INFORMATION CONCERNING THE SECURITIES TO BE OFFERED TO THE PUBLIC/ADMITTED TO TRADING**

### **5.4.1 (a) A description of the type and the class of the securities being offered to the public and/or admitted to trading.**

This Prospectus relates to an offer of registered Bonds to be issued by the Issuer with a total nominal amount of up to EUR 144,000,000.00, divided into up to 150,000,000 Bonds with a nominal amount of EUR 0.96 per bond.

The Bonds are payable for the first time on 1 September 2022 ("**First Value Date**"). Thereafter, the Bonds are payable on each first or fifteenth day of each month (each a "**Further Value Date**", "**Further Value Date**" and "**First Value Date**", collectively "**Value Date**").

As a result, investors who intend to subscribe for Bonds are required to pay the nominal amount (plus premium) with respect to the subscribed Bonds to the Issuer on or prior to the first or fifteenth day of each month. If an investor does not subscribe for the Bonds on or prior to 1 September 2022, but on any other Value Date, such investor shall only receive interest on a pro rata basis for the remaining period in that First Interest Period with respect to the nominal amount (principal) having been invested in the Bonds.

#### **Partly Paid Bonds / Instalments**

The Issuer may also issue Bonds where the Issue Price is payable in more than one instalment. Hence, as an alternative to the payment of the full Issue Price in the course of a subscription, investors are granted the option to subscribe for Bonds and pay the subscription amount in monthly instalments. Monthly instalments of the Issue Price to be paid in connection with the subscription of Bonds shall be paid by an investor two banking days prior to the respective Value Date (the first day of the month or fifteenth day of a month) at the latest. If the relevant first instalment of the Issue Price is being received by the Issuer in due time (that is, on or prior to a Value Date), the respective subscribed Bonds will be issued at the beginning of the following month. The instalments with regard to the Issue Price to be paid by a Bondholder shall be agreed upon by the Issuer and the respective Bondholder and shall not be lower than EUR 25.00 (consisting of the nominal amount of EUR 0.96 each unit plus the premium of EUR 0.04 per unit of the Bonds) per month or by an integer multiple of EUR 25.00 per month. If an investor fails to pay the Issue Price or the first instalment thereof or fails to do so on time, Bonds will not be issued. Partly Paid Bonds are vested with the right to receive interest to the extent that instalments have been paid by such Bondholder.

If an investor decides to pay for Bonds in instalments, but subsequently fails to pay the Issue Price in full or in instalments in due time, such Bondholder shall be obligated to pay to the Issuer a one-off fee of the sum of 1) 4.00 % of the difference between the total agreed subscription amount (nominal amount plus Premium) with respect to the subscribed Bonds and the amount having been actually paid by such defaulting Bondholder plus 2) the share of the Premium with respect to the subscribed Bonds which has not been paid by the investor (the “**Financing Cost Reimbursement**”). The Financing Cost Reimbursement shall be retained by the Issuer and shall be deducted from any payments to be made to such defaulting Bondholder at Maturity Date or at an Early Redemption Date (from the “Early Redemption Amount”, as defined in clause 12.1 of the Terms and Conditions). The Financing Cost Reimbursement shall not exceed the Redemption Amount or the Early Redemption Amount (as such terms are defined in the Terms and Condition) to be paid to such defaulting Bondholder at Maturity Date or at an Early Redemption Date (after deduction of the Financing Cost Reimbursement); hence, a Bondholder will not be obligated to pay any additional amounts to the Issuer if the Financing Cost Reimbursement exceeds the Redemption Amount or the Early Redemption Amount, respectively .

The Bonds have a term of 25 years, thus until 31 August 2047 (including).

**(b) The international security identification number (‘ISIN’) for those classes of securities referred to in (a).**

The ISIN (International Securities Identification Number) which is allocated to the Bonds is: LI1209528705

**5.4.2 Legislation under which the securities have been created.**

The Bonds are issued under Austrian law.

The competent courts of Vienna, Inner City (*Wien, Innere Stadt*), Austria, are to have jurisdiction to hear, determine and to settle any disputes which may arise out of or in connection with the Bonds and/or the Terms and Conditions (including any disputes involving non-contractual obligations arising out of or in connection with the Bonds and/or the Terms and Conditions).

Any disputes involving a consumer (as defined in Art 2 para 1 of Directive 2011/83/EU) and the Issuer arising out of or in connection with the Bonds and/or the Terms and Conditions (including any disputes involving non-contractual obligations arising out of or in connection with the Bonds and/or the Terms and Conditions) shall be heard, determined and settled, at the choice of the consumer, by the competent court at the domicile of the consumer or at the seat of the Issuer.

If, according to the provisions of the Austrian Notes Trustee Act (*Kuratorenengesetz, RGBI 1874/49*) and Austrian Notes Trustee Supplementary Act (*Kuratoren-Ergänzungsgesetz, RGBI 1877/111*), a trustee is to be appointed for the Bondholders in Austria, legal disputes by or against the trustee may only be settled before the regional court in Austria which has appointed the trustee.

**Consumer / Arbitration Board for the Settlement of Disputes**

In case of any disputes between a consumer (that is, a natural person who is acting for purposes which are outside his/her trade, business, craft or profession) and the Issuer, a consumer may submit a complaint with the Office of Economic Affairs – Office for consumer protection (*Amt für Volkswirtschaft, Fachbereich Konsumentenschutz*) (an alternative dispute resolution entity) which has its seat at 9490 Vaduz, Liechtenstein, P.O. box 684. The participation in such proceedings are voluntary.

A complaint may be filed with the Arbitration Board for the Settlement of Disputes,

- in the event of a dispute between a consumer and the Issuer (which qualifies as a person who is acting, including through any person acting in its name or on its behalf, for purposes relating to its trade, business, craft or profession);
- the consumer has its seat or residence in Liechtenstein or in a member state of the European Economic Area;
- the Issuer has a seat or a branch in Liechtenstein;
- provided that there is no other alternative dispute resolution entity competent for the dispute between such consumer and the Issuer (in accordance with sec 4 of the Alternative Dispute Resolution Act of Liechtenstein (*Alternative-Streitbeilegungsgesetz*)).

5.4.3 ***(a) An indication of whether the securities are in registered form or bearer form and whether the securities are in certificated form or book-entry form.***

The Bonds will be issued in registered form and will not be represented by a global certificate.

The Bonds will be represented by physical certificates (“**Certificate**” or “**Certificates**”). Upon receipt and acceptance of a subscription offer, the Issuer shall confirm to an investor that it has accepted such investor’s subscription offer. In each case, a Certificate will be created upon the investor’s subscription of Bonds, and such Certificate may be deposited with the Issuer at the request of an investor. In case that a Certificate is being deposited with the Issuer, investors shall receive a corresponding confirmation from the Issuer with respect to the subscribed Bonds, provided that on or prior to the First Value Date or on or prior to any Further Value Date (depending on the date of subscription), the corresponding amount (nominal amount and premium corresponding to the number of subscribed Bonds), which is necessary for the subscription of Bonds has already been transferred to the Issuer’s account free of any costs or charges. If investors decide against the possibility of depositing the Certificate with respect to the subscribed Bonds with the Issuer, such investors shall receive the Certificate by mail within 10 Business Days.

***(b) In the case of securities registered in book-entry form, the name and address of the entity in charge of keeping the records.***

The register is being kept and maintained by the Issuer.

5.4.4 ***Total amount of the securities offered to the public/admitted to trading. If the amount is not fixed, an indication of the maximum amount of the securities to be offered (if available) and a description of the arrangements and time for announcing to the public the definitive amount of the offer. Where the maximum amount of securities to be offered cannot be provided in the securities note, the securities note shall specify that acceptances of the purchase or subscription of securities may be withdrawn up to two working days after the amount of securities to be offered to the public has been filed.***

The Bond has a total nominal amount of up to EUR 144,000,000.00 and may be increased at any time. In the event of an increase of the issue volume, a supplement to the Prospectus will be drafted by the Issuer and filed with the FMA Liechtenstein for approval. After having been approved by the FMA Liechtenstein, a supplement will eventually be published by the Issuer in accordance with the same arrangements as were applied when the Prospectus was published. The Bond is divided into up to 150,000,000 Bonds at EUR 0.96 each.

#### 5.4.5 ***Currency of the securities issue***

The Bonds are denominated in Euro.

#### 5.4.6 ***The relative seniority of the securities in the issuer's capital structure in the event of insolvency, including, where applicable, information on the level of subordination of the securities and the potential impact on the investment in the event of a resolution under Directive 2014/59/EU.***

The Bonds constitute direct, unconditional obligations of the Issuer, ranking pari passu among themselves, being neither subordinated nor secured, and shall rank pari passu with all other present or future unsecured and unsubordinated obligations of the Issuer to the extent that such other liabilities are not privileged under applicable mandatory law.

##### **Structurally subordinated**

The Issuer does not pursue any operating activities. Instead, its purpose is reduced and limited to provide loans to borrowing Group Companies. The Issuer does not have any assets. The Bonds will be the obligations of the Issuer only and not obligations of any of the Group Companies. The Bonds will not be guaranteed by any company of the Group Companies, which are separate legal entities that have no obligation to pay, or make funds available to pay, any amounts due on the Bonds. Bondholders will not have access to the assets of any of the Group Companies. Additionally, the Bonds are unsecured. The Issuer neither provides any collateral nor pledges any of its assets in connection with the issue of the Bonds in order to protect the interests of Bondholders.

As a consequence, the Issuer has to rely on, and is dependent upon, the borrowing Group Companies to honour their respective obligations under loans. Bondholders will not have any entitlement to enforce loans or have a direct recourse whatsoever vis-à-vis the borrowing Group Companies with respect to any loans having been granted by the Issuer to such borrowing Group Companies. Hence, Bondholders will not have any direct claim with respect to such outstanding amount against any borrowing Group Company. Further, Bondholders and creditors of the Issuer may not file a claim, including for interest, with the competent insolvency court if either Sun Contracting AG or any of the Group Companies have to file for insolvency and undergo insolvency proceedings.

Hence, the Bonds have to be regarded as structurally subordinated. As a consequence, each and every investment in the Bonds is a high risk investment.

#### 5.4.7 ***A description of the rights attached to the securities, including any limitations of those rights, and procedure for the exercise of those rights.***

The Issuer undertakes to pay interest on the Bonds when due in Euro. Principal (that is, the capital amount of the debt under the Bonds, excluding any interest) and interest on the Bonds will be paid by the Issuer, subject to applicable tax law and other applicable laws, by crediting such redemption amount or amount relating to interest payments to the relevant account to be specified by the respective Bondholder or to such Bondholders order, whereas the Issuer shall withhold the withholding tax payable on interest in accordance with applicable tax law. A paying agent in respect of the Bonds has not been, and will not be, appointed. Investors are recommended to obtain advice with regard to the tax related consequences of a subscription, holding and sale of the Bonds.

Interest payments will not be made by the Issuer with respect to the Bonds during the term of the Bonds. Instead, interest payment shall be due only at the end of the term of the Bonds or – in the event of termination or repurchase by the Issuer – at the time of repayment of the principal due under the Bonds.

## **Termination rights**

### **Termination without cause**

For the first five years of the term of the Bonds – hence, during a period from an including 1 September 2022 to and including 31 August 2027 – neither the Bondholders nor the Issuer are entitled to a termination without cause. After the expiry of this period, both the Issuer and each Bondholder of the Bonds will be entitled to a termination of Bonds without cause subject to a notice period of six months at the end of each month. A termination without cause is feasible for the first time with effect as of 31 March 2028 (due to the period of 5 (five) years, during which a termination is not feasible plus a notice period of 6 (six) months after expiry of the first five years of the term of the Bonds). If the Issuer terminates the Bonds, such termination shall concern all outstanding Bonds of the Sun Invest Registered Euro Bond 2022 - 2047 (save for a termination in an event of default, which shall only be made vis-à-vis a defaulting Bondholder). If a Bondholder executes its right to terminate its Bonds, such termination shall only be applicable with respect to the Bonds that are being held by the respective terminating Bondholder at the time of termination; the Bonds of other Bondholders shall remain unaffected.

### **Termination for tax reasons**

If (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Principality of Liechtenstein or any political subdivision or any taxing authority thereof or therein, or (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), or (iii) any generally applicable official interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs from the previous generally accepted position is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date of the Bonds and as a consequence taxes, fees or other charges are imposed on any payments to be made by the Issuer with respect to principal or interest on these Bonds by way of withholding or deduction at the source and the Issuer is required to pay Additional Amounts (as defined in clause 9 of the Terms and Conditions), the Issuer may, at its option, redeem all, but not some only, of the Bonds then outstanding at 100 per cent. of their nominal amount together with any accrued interest subject to a notice period of at least 30 days. Such early redemption shall be effected by means of a notice in accordance with clause 16 of the Terms and Conditions, whereby such early redemption shall take effect 30 days after notice of early redemption in accordance with clause 16 of the Terms and Conditions. Such termination shall be irrevocable and shall include the date of repayment and include the reason behind the termination of the Issuer.

### **Termination in the event of default**

#### **Bondholders**

Each Bondholder is entitled to terminate the Bonds in an event of a default and to demand immediate redemption at their nominal amount plus any unpaid interest accrued up to the date of repayment. An event of default shall have the following meaning, inter alia, if

- i) the Issuer violates any obligation arising out of or in connection with the Bonds or the Terms and Conditions and the breach persists more than 30 days from receipt of a written request;
- ii) insolvency proceedings are instituted against the Issuer and, if a motion with respect to the insolvency of the Issuer has been made by a third party, such motion is not withdrawn within 60 days or rejected for any other reason than lack of cost covering assets (or the equivalent in another jurisdiction);
- iii) the Issuer enters into liquidation, ceases to carry out all or most of its business activities, or divests or otherwise disposes of substantial portions of its assets.

The right of termination expires if the circumstance justifying the right of termination has ceased prior to exercise of the right of termination.

## Issuer

The Issuer is entitled to a termination for tax reasons as described above and to a termination in the event of a default. The Issuer shall be entitled to terminate the Bonds vis-à-vis a defaulting Bondholder if such Bondholder defaults in making any payments on the respective due date which such Bondholder is obligated to make to the Issuer pursuant to the Terms and Conditions relating to the Bonds longer than two months despite having received a default and cure notice and having been granted a grace period of two weeks by the Issuer.

### Right of Withdrawal / Online Subscription as described in 5.5.1.2 herein

Consumers in the meaning of Art 2 (d) Directive 2002/65/EC (“**Consumers**”) shall have the right to withdraw from Subscription Agreements (as defined in 5.5.1.2.) without having to state any reason if the offer to subscribe Bonds has been submitted online (Online Subscription as described in 5.5.1.2 herein). Consumers shall have a period of 14 calendar days (“**Withdrawal Period**”) to withdraw from the Subscription Agreement. The deadline of 14 calendar days shall be deemed to have been observed by such Consumer if the notification – either on paper or on another durable medium which is available and accessible to the Issuer – is dispatched before the deadline expires.

The period of 14 calendar days to exercise the right of withdrawal shall commence:

- either from the day of the conclusion of the Subscription Agreement; the time limit will begin from the time when the Consumer is informed that the Subscription Agreement has been concluded, or
- from the day on which the Consumer receives the Prospectus and the Terms and Conditions including information regarding the existence of a right of withdrawal, if that is later than the date of the conclusion of the Subscription Agreement.

The right of withdrawal shall not apply to:

- a Subscription Agreement whose performance has been fully completed by both parties at the Consumer's express request before the Consumer exercises his right of withdrawal.

## 5.4.8 Interest Rate

### (a) The nominal interest rate

The Bonds offer a step-up interest rate of 5 % per annum (p.a.) to 7 % p.a. Hence, the interest rate will increase (“step-up”) over the duration of the term of the Bonds in accordance with a predetermined schedule. The Bonds shall bear interest on their Aggregate Nominal Amount initially at a rate of 5.00 % p.a., commencing on the Issue Date/First Value Date. Depending on the duration of the term of the Bonds, the interest rate will be increased in periodic intervals and are structured as follows:

Term of Bonds longer	Increase of interest rate (per year) in percentage points (“ <b>Bonus Interest</b> ”)	Total interest (interest rate according to clause 6.1 of the Terms and Conditions plus Bonus Interest rate) per year
than 7 years (commencing on 1 September 2029)	0.50 %	5.50 %
than 10 years (commencing on 1 September 2032)	1.00 %	6.00 %

than 15 years (commencing on 1 September 2037)	1.50 %	6.50 %
than 20 years (commencing on 1 September 2042)	2.00 %	7.00 %

Bonus interests and correspondingly the increased total interest rates shall only be applicable for future Interest Periods (as defined below) but not for previous Interest Periods (as defined below). Bonus interests (and hence the increased total interest rate) will apply to the Bonds being held by Bondholders at the time of reaching the respective threshold-term (of 7, 10, 15 or 20 years). If Bonds have been subscribed and are paid in instalments on the basis of an existing instalment agreement between a Bondholder and the Issuer, interests and increased interest will be paid on such part of the nominal amount of the Bonds which amount has already been paid by a Bondholder to the Issuer.

***(b) compound interest rate***

Payments of interest in relation to the Bonds will not be made during the term of the Bonds. The Issuer will pay compound interest of either 5.00 % p.a. to 7.00 % p.a. on accrued and unpaid interest to holders of Bonds. Accordingly, the amount of annual interest yield for an Interest Period shall be computed after expiry of such Interest Period and shall be added to the nominal amount of subscribed Bonds on each Virtual Interest Payment Date (as defined below) until maturity of the Bonds. Hence, future interest under the Bonds will be paid on both the initial capital (the nominal amount of subscribed Bonds) and the interest that has accumulated from previous years. The interest rate of compound interest corresponds with the interest rate, which is applicable for the interest to be computed with respect to the nominal amount of subscribed Bonds. Compound interest will also be payable at the time of repayment of the nominal amount with respect to subscribed Bonds (that is, at the Maturity Date or at an Early Redemption Date).

Increased compound interests will only be applicable with regard to future Interest Periods but not with regard to previous Interest Periods.

***(c) the date from which interest becomes payable;***

Interest and principal under the Bonds are due for repayment on 3 September 2047.

***(d) the time limit on the validity of claims to interest and repayment of principal.***

Claims for the payment of interest lapse after three years from the earlier of the Maturity Date or an Early Redemption Date; claims regarding the payment of nominal amounts on the Bonds shall lapse after thirty years from the earlier of the Maturity Date or an Early Redemption Date.

**5.4.9 Redemption of the Bonds**

***(a) Maturity date.***

The Bonds have a term of 25 years, ending on 31 August 2047. The Bonds are due for repayment on 3 September 2047. At the end of the term, the sum of all interest amounts will be paid by the Issuer together with the nominal amounts with respect to subscribed Bonds (redemption payments). Redemption payments and interest payments are payable to a Bondholder or to the order of a Bondholder.

**(b) Details of the arrangements for the amortisation of the loan, including the repayment procedures. Where advance amortisation is contemplated, on the initiative of the issuer or of the holder, it shall be described, stipulating the amortisation terms and conditions.**

Interest and redemption payments will not be made to Bondholders (or to such Bondholders order) during the term of the Bonds and will instead be made as a bullet payment (Bullet Maturity) after the term of the Bonds has expired. There is no amortization of the Bonds prior to the Maturity Date or an Early Redemption Date (as the case may be). Thus, Bondholders will receive interest payments either at the end of the term of the Bonds at Maturity Date, or – if the Bonds are terminated in an event of default or repurchased by the Issuer prior to the end of the term – at the time of repayment of the nominal amount of the Bonds (Early Redemption Date). Bondholders must be aware that they will not receive any interest payments during the term of the Bonds.

**(c) Description of the method whereby the yield is to be calculated in summary form.**

Interest will be calculated on the basis of actual/actual in accordance with ICMA rules.

Any yield of the Bonds is to be calculated on the basis of the relevant date of subscription (in the First Interest Period) and the respective ensuing term of Bonds. For the purpose of calculating the annual interest, an interest period shall be the period from the First Value Date (including) or any relevant Further Value Date (including) up to 31 August 2023 (including) (“**First Interest Period**”) and thereafter from the 1 September of each year (including, each a “**Virtual Interest Payment Date**”) until the 31 August of each year (including) (“**Further Interest Period**”; “**First Interest Period**” and “**Further Interest Period**” collectively, an “**Interest Period**”).

In case interest is to be calculated in respect of a period, which is shorter than an Interest Period, interest will be calculated on the basis of the actual number of calendar days elapsed in the relevant period, from the first day in the relevant period to the last day of the relevant period, divided by the actual number of calendar days in the Interest Period in which the relevant period falls (including the first such day of the relevant Interest Period and the last day of the relevant Interest Period).

If an investor subscribes Bonds and effects payment of the subscription amount, which is necessary for the subscription of Bonds on any Further Value Date during the First Interest Period, such investor shall receive interest at the time of repayment on a pro rata basis for the remaining period in that First Interest Period for the nominal amount on the Bonds. If an investor purchases Bonds during the First Interest Period, the yield is calculated in accordance with the following formula: Yield = nominal amount multiplied by the interest rate divided by the actual number of days in the First Interest Period multiplied by the actual number of days during which an investor held the Bonds.

**5.4.10 Representation of non-equity security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of the website where the public may have free access to the contracts relating to these forms of representation.**

Bondholders may not be able to assert claims on their own. According to the Austrian Notes Trustee Act (*Kuratorenengesetz, RGBI 1874/49*) and Austrian Notes Trustee Supplementary Act (*Kuratoren-Ergänzungsgesetz, RGBI 1877/111*) an Austrian court may appoint a trustee for the Bonds to exercise the rights and to represent the interests of Bondholders on their behalf in which case the ability of Bondholders to pursue their rights under the Bonds individually may be limited. Pursuant to the Austrian Notes Trustee Act, a trustee (*Kurator*) may be appointed by an Austrian court upon the request of any interested party (e.g. a Bondholder) or upon the initiative of the competent court, for the purposes of representing the common interests of the Bondholders in matters concerning their collective rights. In particular, this may occur if insolvency proceedings are initiated against the Issuer, in connection with any amendments to the Terms and Conditions or changes relating to the Issuer, or under other similar circumstances.



If a trustee is appointed, such trustee will exercise the collective rights and represent the interests of the Bondholders and will be entitled to make statements on their behalf which shall be binding on all Bondholders. Investors may not assert their claims from Bonds individually. Hence, if a trustee represents the interests and exercises the rights of Bondholders, this may conflict with or otherwise adversely affect the interests of individual or all Bondholders. This may hinder the enforcement of the individual interests of individual investors.

**5.4.11 *In the case of new issues, a statement of the resolutions, authorisations and approvals by virtue of which the securities have been or will be created and/or issued.***

The basis for the issue of the Bond is a resolution of the general meeting of the Issuer dated 14 June 2022. There is no further basis for the issue of the Bond.

**5.4.12 *The issue date or in the case of new issues, the expected issue date of the securities.***

The Bonds will be issued on the First Value Date ("**Issue Date**") and are eligible to be subscribed within the period from presumably 13 August 2022 (including) to presumably 12 August 2023 (including). The Bonds are payable for the first time on 1 September 2022 and thereafter on each first or fifteenth day of each month.

**5.4.13 *A description of any restrictions on the transferability of the securities.***

The Bonds are registered securities which are freely transferable. Hence, there are no restrictions imposed on the transfer or registration of the Bonds.

The Bonds will neither be represented by a global note nor included in a clearing system. Instead, physical certificates ("**Certificate**" or "**Certificates**") will be issued by the Issuer with regard to the subscribed Bonds. Upon receipt of a subscription offer from an investor and in case such offer is subsequently being accepted by the Issuer, the Issuer shall confirm to the investor that it has accepted such investor's subscription offer of Bonds. In case a subscription offer has been accepted by the Issuer, a Certificate is issued based on the subscription of Bonds by an investor, and such Certificate may – at the request of a subscribing investor (and then Bondholder) – be deposited with the Issuer. In such case, an investor will be provided with a corresponding confirmation of the subscription by the Issuer, provided that on or prior to the First Value Date or on or prior to a Further Value Date, the subscription amount, which is necessary for the subscription of Bonds has already been transferred to the account of the Issuer in full, free of costs and any charges.

If an investor decides against the possibility of depositing a Certificate with the Issuer, such investor shall receive the Certificate with respect to the number of Bonds that have been subscribed by such investor within ten Business Days (by mail) after the date of the Subscription Agreement.

A transfer of Bonds does not require the consent of the Issuer. In case of a transfer of Bonds, a transferring Bondholder, who has not made use of depositing the Certificate with the Issuer, shall make an endorsement (*Indossament*) on the Certificate with respect to the transfer of Bonds and deliver the Certificate to the acquiring investor. In case a Certificate with respect to the Bonds to be transferred is being deposited with the Issuer, the Issuer shall be informed to hold and shall hold such Certificate (with respect to the number of Bonds being transferred) on behalf of the acquiring investor after a transfer has been executed. In any case, the Bondholder or the acquiring investor shall inform the Issuer of the transfer of Bonds and shall concurrently name the details of an acquiring investor (including its bank account details) to the Issuer. As soon as the Issuer has received (i) all necessary details about the acquiring investor (name, address, banking account) and (ii) a written confirmation

by the transferring Bondholder with regard to the transfer of the respective Bonds to the acquiring investor, the Issuer shall register the transfer of such Bonds in the Register (as defined in clause 2.3 of the Terms and Conditions).

If banking account details of the acquiring investor are not provided to the Issuer, the Issuer may effect payments with respect to the Bonds with discharging effect to the transferring Bondholder. In case of a transfer of a part of a holding of Bonds being represented by one Certificate, a new Certificate shall be issued to the acquiring investor in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferring Bondholder (thereby replacing the former Certificate).

An acquiring investor will acquire Bonds from a transferring (e.g. selling) Bondholder with the rights vested to such Bonds at the date of the transfer of such Bonds to the acquiring investor, which is either the date on which the Certificate with an endorsement is handed over to the acquiring investor or the date on which the Issuer is informed to hold a Certificate on behalf of an acquiring investor. Such rights include all rights derived from a holding of Bonds, including, without limitation, the rights to receive principal (the capital amount of the debt under the Bonds, excluding any interest) and interest on the Bonds, the term of the holding period (with respect to the right to receive increased interest rate on the Bonds).

As a consequence of the Bonds not being introduced and admitted to trading on a Regulated Market, Multilateral Trading Facility (MTF), Organised Trading Facility (OTF) or on any other trading venue, the liquidity and tradability of the Bonds and thus their transferability will be limited.

**5.4.14 *A warning that the tax legislation of the investor's Member State and of the issuer's country of incorporation may have an impact on the income received from the securities (the Bonds). Information on the taxation treatment of the securities (the Bonds) where the proposed investment attracts a tax regime specific to that type of investment.***

The taxation of income from the Bonds may differ depending on the type of investor. Hence, the tax legislation of the investor's seat Member State of the European Union / European Economic Area or the investor's seat in Switzerland and of the Issuer's country of incorporation may have an impact on the income received from the Bonds.

Therefore, potential investors of Bonds are advised to consult (tax) advisors prior to the subscription of Bonds and to carry out an independent assessment of the tax related aspects of the acquisition, holding, sale and any other disposition with regard to the Bonds. The taxation of income from the Bonds may differ depending on the type of investor and/or the seat or residence of such investor.

**5.4.15 *General information regarding the tax situation***

Any amounts payable on the Bonds are not subject to any withholding or deduction of any present or future mandatory taxes, duties, charges or costs of any kind imposed, collected, retained or assessed by or in the Principality of Liechtenstein or any of its local bodies or authorities having the power to impose taxes (the "**Taxes**"), unless such withholding or deduction is required by law.

If (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Principality of Liechtenstein or any political subdivision or any taxing authority thereof or therein, or (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), or (iii) any generally applicable official interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs

from the previous generally accepted position is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date of the Bonds (any event described herein under (i), (ii) or (iii) shall hereinafter be referred to as a “**Tax Event**”) and as a consequence taxes, fees or other charges are imposed on any payments to be made by the Issuer with respect to nominal amounts or interest on the Bonds by way of withholding or deduction at the source and the Issuer is required to pay Additional Amounts (as defined in clause 9 of the Terms and Conditions; hence, if the Bondholders are required to deduct any taxes from any payments by the Issuer, then the sum payable by the Issuer to Bondholders will be increased as necessary so that after making all required deductions, Bondholders receive an amount equal to the sum they would have received had no such deductions been made), the Issuer may, at its option, redeem all, but not some only, of the Bonds then outstanding at 100 per cent. of their principal amount together with any accrued interest. Such early redemption shall be effected by means of a notice in accordance with clause 16 of the Terms and Conditions, whereby such early redemption shall take effect 30 days after notice of early redemption in accordance with clause 16 of the Terms and Conditions.

However, termination for tax reasons (in a Tax Event) may not be effected at a date which is preceding the date of effective application of such amended act in question or, where applicable, its modified application or interpretation more than 90 days, or (ii) if at the time at which the termination is effected, the obligation to pay or to deduct or withhold Additional Amounts has ceased to be in force.

5.4.16 ***If different from the issuer, the identity and contact details of the offeror, of the securities and/or the person asking for admission to trading, including the legal entity identifier ('LEI') where the offeror has legal personality.***

Not applicable.

## **5.5 TERMS AND CONDITIONS OF THE OFFER OF SECURITIES TO THE PUBLIC**

See **annex I**

5.5.1 ***Conditions, offer statistics, expected timetable and action required to apply for the offer.***

5.5.1.1 ***Conditions to which the offer is subject.***

The Offer with regard to the Bonds is subject to the Terms and Conditions attached to this Prospectus as annex I.

5.5.1.2 ***The time period, including any possible amendments, during which the offer will be open. A description of the application process.***

**Online Subscription:** Investors who intend to subscribe for Bonds shall submit their respective subscription offers to the Issuer as of the First Value Date or any Further Value Date. Investors are invited to submit their subscription offers in the course of the online subscription process as described below:

Bonds shall be subscribed online. Subscriptions are either being brokered by an authorised broker or investors may subscribe Bonds directly with the Issuer online. In order to subscribe Bonds online and directly with the

Issuer, an investor shall visit the website <https://xserv.kdportal.de/registration/> and shall provide its personal details to complete the registration process with the Issuer via its subscription platform.

Subsequently, such investor will receive an electronic confirmation (confirmation code via e-mail or sms), which enables the investor to place a subscription order (subscription offer) with respect to the Bonds with the Issuer. The subscription of Bonds shall be made electronically by means of an online entry of the respective subscription information (number of Bonds to be subscribed, details of a subscribing investor, banking details). The identification process with respect to an investor and to be made prior to the subscription of Bonds will entail a review of a copy of an official identity document of an investor which is to be uploaded on the subscription platform and may be assisted by a local agent. Thereafter, an investor will be informed by the Issuer via e-mail with respect to the acceptance or rejection by the Issuer of the subscription offer having been submitted by an investor.

All subscription offers to be received will be collected by the Issuer. With the acceptance of a subscription offer by the Issuer, an investor and the Issuer will have entered into a corresponding subscription agreement with regard to the respective subscribed Bonds ("**Subscription Agreement**"). Subscribed Bonds are payable on 1 September 2022 ("**First Value Date**"), or – if Bonds are subscribed at a later date – on the first or the fifteenth day of each month (each a "**Further Value Date**").

The Bonds will be publicly offered in the Offer States and are available to be subscribed by investors having their respective seats or residences in any of the Offer States between and including (presumably) 13 August 2022 until and including (presumably) 12 August 2023.

**5.5.1.3 A description of the possibility to reduce subscriptions and the manner for refunding amounts paid in excess by applicants.**

The Bonds will be allotted to investors in accordance with the chronological order of receipt of subscription offers. Payment of subscribed Bonds shall be effected by subscribing investors prior to delivery of the Bonds on the First Value Date or a Further Value Date (free of transfer). Subscription offers shall be fulfilled by the Issuer; however, the Issuer reserves the right to reduce subscription offers or to reject subscription offers without having to provide any reason.

If the Issuer declines subscription offers or reduces subscriptions (eg due to oversubscriptions), the Issuer shall promptly return any amount that it may have received from an investor (as the case may be) to the extent that such amount exceeds the amount necessary to subscribe for the Bonds being allotted to such investor.

Offering investors may decline to be allotted with a number of Bonds by the Issuer that does not correspond with the number of Bonds of their respective subscription offers. In such event, a Subscription Agreement between the Issuer and such investor will not enter into force.

**5.5.1.4 Details of the minimum and/or maximum amount of the application, (whether in number of securities or aggregate amount to invest).**

The minimum subscription amount is EUR 1,000.00 in total, i.e. 960 Bonds with a total nominal amount of EUR 960.00 plus premium. There is no maximum amount with respect to subscriptions (within the Aggregate Nominal Amount).

**5.5.1.5 Method and time limits for paying up the securities and for delivery of the securities.**

If the Issuer accepts a subscription offer, it shall confirm acceptance of such offer to the offering investor. As a consequence of such acceptance of a subscription offer, a physical certificate ("Certificate"), which will represent the subscribed Bonds, will be issued based on the subscription of Bonds by an investor. Such Certificate may – at the request of a subscribing investor – be deposited with the Issuer.

A Certificate will be issued, provided that on or prior to the First Value Date or on or prior to a Further Value Date, the corresponding subscription amount, which is necessary for the subscription of Bonds has been transferred by the subscribing investor to the Issuer in full, free of costs and any charges. Otherwise, Bonds may not be allotted to an investor if such investor is in default with the payment of the subscription amount.

The Issuer may also issue Bonds where the Issue Price is payable in more than one instalment. Hence, as an alternative to the payment of the full Issue Price in the course of a subscription, investors are granted the option to subscribe for Bonds and pay the subscription amount in monthly instalments. Monthly instalments of the Issue Price to be paid in connection with the subscription of Bonds shall be paid by an investor two banking days prior to the respective Value Date (the first or fifteenth day of a month) at the latest. Provided that the relevant first instalment of the Issue Price is being received by the Issuer in due time (that is, on or prior to a Value Date), the respective subscribed Bonds will be issued at the beginning of the following month. The instalments with regard to the Issue Price to be paid by a Bondholder shall be agreed upon by the Issuer and the respective Bondholder and shall not be lower than EUR 25.00 (including the nominal amount of EUR 0.96 each unit plus the premium of EUR 0.04 per unit of the Bonds) per month or by an integer multiple of EUR 25.00 per month. If an investor fails to pay the Issue Price or the first instalment thereof or fails to do so on time, Bond will not be issued. Partly Paid Bonds are vested with the right to receive interest to the extent that instalments have been paid by such Bondholder.

**5.5.1.6 A full description of the manner and date in which results of the offer are to be made public.**

The number of Bonds to be issued and allotted to investors will be determined by the Issuer on each Value Date in accordance with the number of subscription offers having been received and accepted by the Issuer. Subscribers will be informed by the Issuer about the number of Bonds allotted to them.

**5.5.1.7 The 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. No pre-emption rights or subscription rights are being granted or do exist.

**5.5.2 Plan of distribution and allotment.**

**5.5.2.1 The various categories of potential investors to which the securities are offered. If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.**

The Issuer intends to offer the Bonds to investors having their respective seats or residences in the Principality of Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia,

Slovenia or Switzerland. No separate tranche whatsoever has been reserved for any categories or group of investors.

The Issuer intends to offer the Bonds to qualified clients (as such term is defined in Art 2 e Prospectus Regulation) and to retail clients (as such term is defined in Art 4 para 1 item 11 MiFID II).

Other than with respect to offers of Bonds in any of the Offer States, the Bonds are not intended to be offered, sold or otherwise made available to any investors in the European Economic Area unless such offer is being made in the course of a transaction that does not involve a public offering and/or that is exempt from the obligation to publish a prospectus in accordance with Article 1 para 4 of the Prospectus Regulation.

Regarding any offers of Bonds in jurisdictions outside the European Economic Area, such offers may only be made to the extent that it is legally possible and permissible under applicable law and regulations.

**5.5.2.2 *Process for notifying applicants of the amount allotted and an indication whether dealing may begin before notification is made.***

The number of Bonds to be issued and allotted to investors will be determined by the Issuer on each Value Date in accordance with the number of subscription offers having been received and accepted by the Issuer. Subscribing investors will be informed by the Issuer about the number of Bonds allotted to them. Offering investors may decline to be allotted with a number of Bonds by the Issuer that does not correspond with the number of Bonds of their respective subscription offers. In such event, a Subscription Agreement between the Issuer and such declining investor will not enter into force.

As soon as a Certificate representing subscribed Bonds has been provided to a subscribing investor or deposited with the Issuer, the Bonds are transferable and might be traded by such investor (“over-the-counter”, if feasible; hence transactions in the secondary markets which do not take place on a Regulated Market, a Multilateral Trading Facility (MTF) or an Organised Trading Facility (OTF) or any other trading venue).

The Issuer does not intend to file an application for the Bonds to be listed on a Regulated Market or introduced to trading on an MTF, on an OTF or on any other trading venue.

**5.5.3 *Pricing***

***(a) An indication of the expected price at which the securities will be offered.***

The initial offer price (Issue Price) is EUR 1.00 per Bond (unit) and consists of the nominal amount of EUR 0.96 per Bond (unit) and a premium of EUR 0.04 per Bond (unit). The minimum subscription amount will be EUR 1,000,00.

***(b) Where an indication of the expected price cannot be given, a description of the method of determining the price, pursuant to Article 17 of Regulation (EU) 2017/1129, and the process for its disclosure.***

Not applicable.

***(c) Indication of the amount of any expenses, and taxes charged to the subscriber or purchaser. Where the issuer is subject to Regulation (EU) No 1286/2014 or Directive 2014/65/EU and to the extent that they are known, include those expenses contained in the price.***

Investors are charged a premium of EUR 0.04 per unit of the Bonds. Other than the premium, the Issuer does not charge investors with any expenses. Investors may subscribe for the Bonds at the Issue Price (offer price), which corresponds to EUR 1.00 each Bond and includes a premium of EUR 0.04 (minimum subscription amount EUR 1,000.00; hence 960 Bonds have to be subscribed).

Expenses and other costs charged by third parties may be incurred (such as costs of any advisers) in the subscription and subsequent purchase or sale of the Bonds, which may lead to an additional cost burden and may be above average, especially for small orders. Investors are asked to inform themselves about the actual cost burden prior to a subscription, holding or a sale of Bonds.

The Issuer is neither subject to Regulation (EU) No 1286/2014 nor to Directive 2014/65/EU.

#### **5.5.4 *Placing and Underwriting***

##### **5.5.4.1 *Name and address of the coordinator(s) of the Offer.***

The Offer will be coordinated by the Issuer only. Currently, no third party is being mandated with the coordination of the Offer.

The Issuer may – either in its own discretion or on the basis of mandatory applicable law in a jurisdiction, in which the Bonds are to be offered – assign financial intermediaries with regard to the distribution and placement of the Bonds.

##### **5.5.4.2 *Name and address of any paying agents and depository agents in each country.***

The Issuer has not mandated and will not mandate any paying agents or any depository agents. The Issuer undertakes to pay interest and nominal amounts on the Bonds when due in EUR. Nominal amounts and interest on the Bonds will be paid, subject to applicable tax law and other applicable laws, by crediting them to the relevant account specified by the respective Bondholder to the Issuer or to the order of a Bondholder, whereas the Issuer shall withhold the withholding tax payable on interest in accordance with applicable law.

##### **5.5.4.3 *Name and address of the entities agreeing to underwrite the issue***

The Offer will not be underwritten by any third parties (neither on a firm commitment nor without firm commitment nor on a best effort basis). Hence, no underwriting commissions will have to be paid by the Issuer.

##### **5.5.4.4 *When the underwriting agreement has been or will be reached.***

Not applicable

## 5.6 ADMISSION TO TRADING AND DEALING ARRANGEMENTS

- 5.6.1 ***(a) an indication as to whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market, other third country markets, SME Growth Market or MTF with an indication of the markets in question. This circumstance must be set out, without creating the impression that the admission to trading will necessarily be approved.***

Currently, the Issuer does not intend to submit an application for admission of the Bonds to be traded on a Regulated Market or to submit a request for inclusion of the Bonds to be traded on a Multilateral Trading Facility (MTF), on an Organised Trading Facility (OTF) or on any other trading venue in the European Union, or outside thereof.

***(b) If known, give the earliest dates on which the securities will be admitted to trading.***

Not applicable.

- 5.6.2 ***All the regulated markets or third country markets, SME Growth Market or MTFs on which, to the knowledge of the Issuer, securities of the same class of the securities to be offered to the public or admitted to trading are already admitted to trading.***

As of the date of this Prospectus, no financial instruments by the Issuer are listed on any trading venue (Regulated Markets or third country markets, SME Growth Market, MTFs or OTFs). The Issuer intends to apply for the Sun Invest Clean Energy Euro Bond 2022 to be included to trading on the Vienna MTF, which is maintained by the Vienna Stock Exchange.

However, Sun Contracting AG issued bearer bonds with an aggregate nominal amount of up to EUR 10,000,000.00 in 2019. The prospectus with respect to these bearer bonds was approved by the FMA Liechtenstein on 18 July 2019. The bearer bonds were initially being publicly offered in Liechtenstein and – after the prospectus was notified – in Austria. The prospectus was supplemented, which supplement was approved by the FMA Liechtenstein on 20 September 2019 and notified in Austria and (together with the prospectus) in Germany. Hence, the bearer bonds were also publicly offered in Germany. The term of the bearer bonds has commenced on 1 October 2019 and will end on 30 September 2024. The bearer bonds, ISIN AT0000A292R9, have been admitted to listing and trading on the Vienna Stock Exchange (Market: Vienna MTF). First day of trading was 21 November 2019.

On 23 October 2020, Sun Contracting AG issued a bearer bond (“Sun Contracting Bearer Bond 2020”) with an aggregate nominal amount of up to EUR 10,000,000.00. A prospectus was filed with the FMA Liechtenstein and was approved on 23 October 2020. A public offer was made in Liechtenstein, Austria, Bulgaria, Croatia, the Czech Republic, Germany, Hungary, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland.

On 6 November 2020, the Sun Contracting Bearer Bond 2020 (AT0000A2K2R0) has been introduced to trading at the Frankfurt Stock Exchange, Open Market (Freiverkehr). On 27 November 2020, the Sun Contracting Bearer Bond 2020 (AT0000A2K2R0) has been introduced to trading at the Vienna Stock Exchange, Vienna MTF.



5.6.3 ***In the case of admission to trading on a regulated market, the name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.***

Not applicable.

5.6.4 ***The issue price of the securities.***

The Issue Price (offer price) of the Bonds has been set at EUR 1.00 per Bond (including a premium of EUR 0.04). The minimum subscription amount is EUR 1,000.00.

## **5.7 ADDITIONAL INFORMATION**

5.7.1 ***If advisors connected with an issue are referred to in the securities note, a statement of the capacity in which the advisors have acted.***

Not applicable.

5.7.2 ***An indication of other information in the securities note which has been audited or reviewed by statutory auditors and where auditors have produced a report. Reproduction of the report or, with permission of the competent authority, a summary of the report.***

Not applicable.

5.7.3 ***Credit ratings assigned to the securities at the request or with the cooperation of the issuer in the rating process. A brief explanation of the meaning of the ratings if this has previously been published by the rating provider.***

Not applicable. Neither the Issuer nor the Bonds are rated by a rating agency registered in the European Union or elsewhere. The Issuer does not intend to obtain such a rating.

5.7.4 ***Where the summary is substituted in part with the information set out in points (c) to (i) of paragraph 3 of Article 8 of Regulation (EU) No 1286/2014, all such information to the extent it is not already disclosed elsewhere in the securities note, must be disclosed.***

Not applicable

## 6 CONSENT TO THE USE OF THE PROSPECTUS

Each further financial intermediary subsequently reselling or finally placing the Bonds is entitled to use the Prospectus in the Principality of Liechtenstein, Austria, Bulgaria, Croatia, Czech Republic, France, Italy, Luxembourg, Poland, Romania, Slovakia, Slovenia and Switzerland for the subsequent resale or final placement of the Bonds during the period commencing on (and including) 13 August 2022 and ending on (and including) 12 August 2023 during which subsequent resale or final placement of the Bonds can be made, provided however, that the Prospectus is still valid in accordance with the Prospectus Regulation. The Issuer accepts responsibility for the content of the Prospectus also with respect to the subsequent resale or final placement of securities by any financial intermediary which was given consent to use the Prospectus.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus will be available for download on the website of the Issuer (<https://www.suninvestag.com/euro-bond-2022>) and on the website of the European Securities and Markets Authority (ESMA, [www.esma.europa.eu](http://www.esma.europa.eu)).

When using the Prospectus, each further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

**In the event of an offer being made by a financial intermediary, the financial intermediary shall provide information to investors on the terms and conditions of the Bonds at the time of that offer.**

**Any financial intermediary using the Prospectus shall state on its website that it uses the Prospectus in accordance with this consent and the conditions attached to this consent.**

Page intentionally left blank

## 7 RESPONSIBILITY FOR INFORMATION

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect the import of such information.

The Issuer, having made all reasonable enquiries, confirms that this Prospectus contains or incorporates all information which is material in the context of the issuance and offering of the Bonds, that the information contained in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Prospectus are honestly held and that there are no other facts the omission of which would make this Prospectus or any of such information or the expression of any such opinions or intentions misleading. The Issuer accepts responsibility accordingly.

Balzers, Juli 2022



Georg Schneider

Page intentionally left blank



## TERMS AND CONDITIONS

### SUN INVEST REGISTERED EURO BOND 2022 - 2047

#### 1. Amount, Denomination and Issue Price

**1.1** This issue of bonds by Sun Invest AG, FL-9496 Balzers, Landstrasse 15, Principality of Liechtenstein, registered in the commercial register of the Principality of Liechtenstein under registration number FL-0002.654.161-3 (the “**Issuer**”), is being made in the aggregate nominal amount of EUR 144,000,000.00 (one hundred forty-four million Euro, “**Aggregate Nominal Amount**”) in a denomination of EUR 0.96 each bond (the “**Bonds**” or the “**Bond**”) on 1 September 2022 (“**Issue Date**”). The Bonds are being issued subject to these terms and conditions (the “**Terms and Conditions**”).

**1.2** The initial offer price (“**Issue Price**”) is EUR 1.00 per Bond (unit) and includes a premium in the amount of EUR 0.04 per unit (“**Premium**”). The Bonds are only transferable in a minimum amount of EUR 1.00 and any integral multiples of EUR 1.00 in excess thereof. The minimum subscription amount is EUR 1,000.00. The Bonds are payable for the first time on 1 September 2022 (the “**First Value Date**”). After the First Value Date, the Bonds are payable on each first or fifteenth day of each calendar month (each “**Further Value Date**”, “**Further Value Date**” and “**First Value Date**”, collectively “**Value Date**”). The Issuer is entitled to increase or reduce the Aggregate Nominal Amount at any time.

#### 2. Form, nominal amount, denomination, minimum subscription, collective deposit

**2.1** The Bonds have an Aggregate Nominal Amount of up to EUR 144,000,000.00 and are divided into up to 150,000,000 Bonds.

**2.2** The denomination is EUR 0.96 (“**Nominal Amount**”).

**2.3** The Bonds are represented by registered physical certificates (“**Certificates**”). The Certificates may upon request by investors, who have subscribed Bonds (“**Bondholders**”), be deposited with the Issuer. Investors, who have subscribed Bonds, shall upon request be provided with a confirmation by the Issuer with regard to the Bonds that have been subscribed by such investors. The Issuer will keep a register (the “**Register**”) in which the names, addresses and bank account details of the Bondholders and all transfers and payments will be entered. In the event of an increase of the respective subscription amounts, the relevant Certificates representing the Bonds will be amended or replaced with a new Certificate by the Issuer accordingly. If a Bondholder decides against the possibility of depositing the Certificate representing the subscribed Bonds with the Issuer, such Bondholder will be provided with the Certificate from the Issuer by mail within 10 Business Days after the date of the Subscription Agreement.

**2.4** A transfer of Bonds does not require the consent of the Issuer. In case of an intended transfer of Bonds, a transferring Bondholder who has decided against depositing the Certificate with the Issuer, shall make an endorsement on the Certificate with respect to the transfer and deliver the Certificate to the acquiring investor. In case a Certificate of a transferring Bondholder is being deposited with the Issuer, the Issuer shall hold such Certificate on behalf of the acquiring investor after a transfer of Bonds has been executed. In any case, the Bondholder or the acquiring investor shall inform the Issuer of the transfer of Bonds and shall concurrently provide the details of the acquiring investor (including name and its account information) to the Issuer. As soon as the Issuer has received (i) all necessary details about the acquiring investor (name, address, bank account details) and (ii) a written confirmation by the transferring Bondholder with regard to the transfer of the respective Bonds to the acquiring investor, the Issuer shall register the transfer of such Bonds in the Register (as defined in clause 2.3). If the bank account details of the acquiring investor are not provided to the Issuer, the Issuer may effect payments with respect to the Bonds with discharging effect to the transferring Bondholder. In

case of a transfer of a part of a holding of Bonds represented by one Certificate only, a new Certificate shall be issued to the acquiring investor in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferring Bondholder (thereby replacing the former Certificate). An acquiring investor will acquire Bonds from a transferring (e.g. selling) Bondholder with the rights vested to such Bonds at the date of acquisition of such Bonds. Such rights include all rights derived from a holding of Bonds, including, without limitation, the rights to receive the nominal amount and interest on the Bonds, the term of the Bonds (with respect to the right to receive increased interest rate on the Bonds).

### **3. Partly Paid Bonds / Instalments**

**3.1** The Issuer may also issue Bonds where the Issue Price is payable in more than one instalment. Hence, as an alternative to the payment of the full Issue Price in the course of a subscription, investors are granted the option to subscribe for Bonds and pay the subscription amount in monthly instalments. Monthly instalments of the Issue Price to be paid in connection with the subscription of Bonds shall be paid by an investor two banking days prior to the respective Value Date (the first day of the month or fifteenth day of a month) at the latest. If the relevant first instalment of the Issue Price is being received by the Issuer in due time (that is on or prior to a Value Date), the respective subscribed Bonds will be issued at the beginning of the following month. The instalments with regard to the Issue Price to be paid by a Bondholder shall be agreed upon by the Issuer and the respective Bondholder and shall not be lower than EUR 25.00 (the Nominal Amount of EUR 0.96 each unit plus the premium of EUR 0.04 per unit of the Bonds) per month or by an integer multiple of EUR 25.00 per month. If an investor fails to pay the Issue Price or the first instalment thereof or fails to do so on time, Bonds will not be issued. Partly Paid Bonds are vested with the right to receive interest to the extent that instalments have been paid by such Bondholder.

**3.2** If an investor decides to pay for Bonds in instalments, but subsequently fails to pay the Issue Price in full or in due time, such Bondholder shall be obligated to pay to the Issuer a one-off fee of the sum of 1) 4.00 % of the difference between the total agreed subscription amount (Nominal Amount plus Premium) with respect to the subscribed Bonds and the amount having been actually paid by such defaulting Bondholder plus 2) the share of the Premium with respect to the subscribed Bonds, which has not been paid by the investor (the “**Financing Cost Reimbursement**”). The Financing Cost Reimbursement shall be retained by the Issuer and deducted from any payments to be made to such defaulting Bondholder at Maturity Date (as defined in 5.1) or at an Early Redemption Date (as defined in 6.1). The Financing Cost Reimbursement shall not exceed the Redemption Amount (as defined in 7.1) or an Early Redemption Amount (as defined in 12.1) to be paid to such defaulting Bondholder at Maturity Date (as defined in 5.1) or at an Early Redemption Date (as defined in 6.1); hence, a Bondholder will not be obligated to pay any additional amounts to the Issuer if the Financing Cost Reimbursement exceeds the Redemption Amount (as defined in 7.1) or an Early Redemption Amount (as defined in 12.1).

### **4. Status**

**4.1** The Bonds constitute direct and unsecured obligations of the Issuer ranking pari passu, without any preference among themselves. Save for such exceptions as may be provided by applicable law, the obligations of the Issuer under the Bonds shall at all times rank at least equally with all of its other present and future unsecured and unsubordinated obligations.

**4.2** The Bonds do not confer any shareholders’ rights with respect to the Issuer to the Bondholders. In particular, the Bondholders will not be entitled to a share in any liquidation proceeds of the Issuer under the Bonds.



## 5. Term, Maturity Date, Offer Period

**5.1** The term of the Bonds commences on 1 September 2022 (including) and will end on 31 August 2047 (including). Thus, the Bonds have a term of 25 (twenty-five) years and are due for repayment on 3 September 2047 (“**Maturity Date**”).

**5.2** The Bonds are available for subscription between 13 August 2022 and 12 August 2023 (“**Offer Period**”).

## 6. Interest

**6.1** The Bonds shall bear interest on their Aggregate Nominal Amount initially at a rate of 5.00 % per annum (p.a.) as of 1 September 2022. Interests are not paid in periodic payments, but shall be payable as a bullet payment (Bullet Maturity). Bondholders shall receive interest payments concurrently with the redemption payment of the Nominal Amount having been invested by Bondholders (“**Principal**”) either (i) at the end of the term of the Bonds at Maturity Date, or (ii) – if the respective Bonds are repurchased by the Issuer or terminated prior to Maturity Date – at the time of the redemption of the Principal having been invested by a respective Bondholder in accordance with clause 12 (“**Early Redemption Date**”).

### 6.2 Bonus Interest

**6.2.1** The Issuer will pay a step-up interest rate of 5 % p.a. to 7 % p.a. Hence, the interest rate will increase (“step-up”) over the duration of the term of the Bonds in accordance with a predetermined schedule. Depending on the duration of the term of the Bonds, the interest rate will be increased in periodic intervals and are structured as follows:

Term of Bonds longer	Increased interest rate (per year) in percentage points (“ <b>Bonus Interest</b> ”)	Total increased interest (interest rate according to clause 6.1 of the Terms and Conditions plus Bonus Interest rate) per year
than 7 years (commencing on 1 September 2029)	0.50 %	5.50 %
than 10 years (commencing on 1 September 2032)	1.00 %	6.00 %
than 15 years (commencing on 1 September 2037)	1.50 %	6.50 %
than 20 years (commencing on 1 September 2042)	2.00 %	7.00 %

**6.2.2** Bonus Interests and accordingly the total increased interests shall only be applicable with regard to future Interest Periods (as defined in 6.5) but not with regard to previous Interest Periods (as defined in 6.5).

**6.3 Compound Interest.** The Issuer shall pay compound interest of 5.00 % p.a. to 7.00 % p.a. on accrued and unpaid interest to holders of Bonds. Accordingly, the amount of annual interest yield for an Interest Period shall be computed after expiry of such Interest Period (as defined in 6.5) and shall be added to the Nominal Amount of subscribed Bonds on each Virtual Interest Payment Date (as defined in 6.5) until maturity of the Bonds. Hence, future interest under the Bonds will be paid on both the initial capital (the Nominal Amount of subscribed Bonds) and the interest that has accumulated from previous years. The interest rate of the compound interest corresponds with the interest rate, which is applicable for the interest to be computed with respect to the Nominal Amount of subscribed Bonds. Compound interest will also be payable at the time of repayment of the Nominal Amount with respect to subscribed Bonds.

Increased compound interests will only be applicable with regard to future Interest Periods but not with regard to previous Interest Periods.

**6.4 Bonus interests** (and hence the total increased interest rate) and Compound Interest will be applicable to all Bonds being held by Bondholders at the time of reaching the respective threshold-term (of 7, 10, 15 or 20 years). If Bonds have been subscribed and are paid in instalments on the basis of an existing instalment agreement between a Bondholder and the Issuer, interests and increased interest will be paid to the extent that the Nominal Amount of subscribed Bonds (“Principal”) has already been paid by a Bondholder to the Issuer.

**6.5 Interest Period.** For the purpose of calculating the amounts of annual interest payments, an interest period shall be regarded as the period from the First Value Date (including) or any relevant Further Value Date (including) up to 31 August 2023 (including) (“**First Interest Period**”) and thereafter from the 1 September of each year (including; each a “**Virtual Interest Payment Date**”) until the 31 August of each year (including) (“**Further Interest Period**”; “First Interest Period” and “Further Interest Period” collectively, an “**Interest Period**”). If an investor subscribes Bonds on any Further Value Date during the First Interest Period, such investor shall only receive interest at the time of repayment on a pro rata basis for the remaining period in that First Interest Period for the Principal having been invested in the Bonds.

**6.6 Bullet Maturity.** Interests are not paid in periodic payments, but will be payable as a bullet payment (Bullet Maturity). Bondholders shall receive interest payments only at the end of the term of the Bonds at Maturity Date, or – if the Bonds are repurchased by the Issuer or terminated prior to the end of the term – concurrently with redemption of the Principal on the Bonds (“**Early Redemption Date**”). Bondholders will not receive any interest payments during the term of the Bonds.

**6.7 Calculation of Interest.** Interest shall be calculated on the basis of actual/actual in accordance with ICMA rules. If interest is to be calculated in respect of a period which is shorter than an Interest Period (as defined in clause 6.5.), interest will be calculated on the basis of the actual number of calendar days elapsed in the relevant period, from the first day in the relevant period to the last day of the relevant period, divided by the actual number of calendar days in the Interest Period in which the relevant period falls (including the first such day of the relevant Interest Period and the last day of the relevant Interest Period). This shall also apply for Bondholders who are paying for subscribed Bonds on any Further Value Date during the First Interest Period, if Bonds are being issued after the First Value Date.

## **7. Repayment**

**7.1 Redemption at Maturity.** Unless previously redeemed in whole or in part or repurchased by the Issuer or terminated (in accordance with clause 10 or clause 11), the Bonds shall be redeemed on 3 September 2047 (the “**Maturity Date**”). The Issuer shall pay Principal plus accrued and unpaid interest and compound interest on the Bonds when due in Euro (“**Redemption Amount**”) to the relevant account having been notified to the Issuer by the respective Bondholder or to such Bondholder’s order. Payment of the Redemption Amount shall be made to the persons shown in the Register at the close of business on 30 August 2047 (“**Record Date**”) or to such Bondholder’s order.

**7.2** The Issuer shall be discharged and released from its payment obligation by making payments on the Bonds to the Bondholders or to such Bondholder’s order. A payment on the Bonds is considered to be effected on time if it arrives in the bank account of the respective entitled recipient.

**7.3 Due date not a Business Day.** If the due date for any payment of Principal and/or interest is not a Business Day (as defined below), then the Bondholders shall not be entitled to payment until the next such Business Day. Bondholders shall have no right to claim payment of interest or other indemnity in respect of such delay in payment. For these purposes, **Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for general business in Liechtenstein.

**7.4 Late Payment.** If the Issuer for any reason fails to redeem the Bonds when due, interest at an interest rate of

4.00 % per annum shall continue to accrue on the outstanding amount from (and including) the due date to (but excluding) the date of actual redemption of the Bonds.

## 8. Paying agent

The Issuer has not appointed a paying agent. All obligations of the Issuer under the Bonds shall be effected by the Issuer to the respective entitled recipients.

## 9. Taxes

**9.1** All amounts payable on the Bonds shall not be subject to any withholding or deduction of any present or future taxes, duties, charges or costs of any kind imposed, collected, retained or assessed by or in the Principality of Liechtenstein or any of its local bodies or authorities having the power to impose taxes (“**Taxes**”), unless such withholding or deduction is required by mandatory law. In such event, except as provided for in clause 9.2, the Issuer shall pay additional amounts (the “**Additional Amounts**”) such that the net amounts to be received by the Bondholders after withholding or deduction of the Taxes are equal to the amounts which they would have received without withholding or deduction.

**9.2 No obligation to pay Additional Amounts.** The obligation to pay Additional Amounts in accordance with clause 9.1 shall not apply for such taxes, fees and duties which

- a) are payable other than by withholding or deduction at source on payments of Principal or interest on the Bonds; or
- b) are withheld or deducted because the Bondholder (or a third party on behalf of the Bondholder) (i) has a tax related connection with the Principality of Liechtenstein or had such a connection at the time of purchase of the Bonds other than the mere fact that he/she/it is a holder of Bonds or was a holder of Bonds at the time of purchase of the Bonds or (ii) receives a payment of Principal or interest on the Bonds from or involving an Austrian paying agent or an Austrian securities custodian (as respectively defined in § 95 of the Austrian Income Tax Act 1988 as amended (*Einkommenssteuergesetz*) or any successor provision or any comparable provision thereto); any capital gains tax (such as the Austrian capital gains tax) does not constitute tax for which the Issuer is obligated to pay Additional Amounts, irrespective of whether levied on interest payments or capital gains; or
- (c) are withheld or deducted by a paying agent provided that such payment could have been made by another paying agent without withholding or deduction; or
- (d) would not have to be withheld or deducted if the Bondholder (or a third party on behalf of the Bondholder) had asserted his entitlement to payment of interest in due form within 30 days after the respective due date; or
- (e) are reimbursable at source pursuant to the laws of the Principality of Liechtenstein, an EU directive or EU regulation or an international treaty or informal treaty to which the Principality of Liechtenstein and/or the European Union is/are a party; or
- (f) are withheld or deducted due to a change of law, such change becoming effective later than 30 days (i) after the due date of the respective payment, or (ii) in case such payment is made later, after duly provision of all due amounts and a respective notice in accordance with clause 16 of the Terms and Conditions; or
- (g) are withheld or deducted pursuant to an act which contains regulations that are comparable with, or similar to, the regulations of the Directive on taxation of savings income in the form of interest payments adopted by the Council of the European Union on 03/06/2003 (Council Directive 2003/48/EC) or are withheld or deducted pursuant to the Directive as regards mandatory automatic exchange of

information in the field of taxation (Directive 2014/107/EU) or any other European Union taxation of interest income implementing the decisions of the ECOFIN assemblies, or by laws, regulations and administrative provisions adopted in the implementation of these directives;

(h) would not have to be withheld or deducted if the Bondholder (or a third party on behalf of the Bondholder) could have obtained tax exemption or a tax restitution or a tax refund in a reasonable way; or

(i) are withheld or deducted due to a combination of events provided for in (a) to (h).

## **10. Termination in a Tax Event**

**10.1** If (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Principality of Liechtenstein or any political subdivision or any taxing authority thereof or therein, or (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), or (iii) any generally applicable official interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs from the previous generally accepted position is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date of the Bonds (any event described herein under (i), (ii) or (iii) shall hereinafter be referred to as a “**Tax Event**”) and as a consequence taxes, fees or other charges are imposed on any payments to be made by the Issuer with respect to Principal or interest on these Bonds by way of withholding or deduction at the source and the Issuer is required to pay Additional Amounts (as defined in 9.1), the Issuer may, at its option, redeem all, but not some only, of the Bonds then outstanding at 100 per cent. of their Principal amounts together with any accrued interest. Such early redemption shall be effected by means of a notice in accordance with clause 16 of the Terms and Conditions, whereby such early redemption shall take effect 30 days after notice of early redemption in accordance with clause 16 of the Terms and Conditions.

**10.2** An early termination in accordance with clause 10.1 is not feasible (i) if made by the Issuer 90 days prior to the commencement date of a Tax Event as described in 10.1, or (ii) if at the time at which the termination is effected, the obligation to pay or to deduct or withhold Additional Amounts has ceased to be in force.

**10.3** A notice with respect to termination for Tax Event pursuant to clause 10.1 shall be published in accordance with clause 16 of these Terms and Conditions.

## **11. Termination of the Bond**

### **11.1 Termination without cause**

**11.1.1** For the first five years of the term of the Bonds – hence, during a period from an including 1 September 2022 to and including 31 August 2027 – neither the Bondholders nor the Issuer are entitled to a termination without cause (“**Nontermination Period**”). After the expiry of this period, both the Issuer and each Bondholder of the Bonds are entitled to terminate the Bond without cause subject to a notice period of six months at the end of each month. A termination without cause is feasible for the first time with effect as of 31 March 2028 (due to the Nontermination Period of 5 (five) years and the notice period of 6 (six) months after expiry of the Nontermination Period).

**11.1.2** Termination without cause does not require the terminating party to state a reason for termination.

### **11.2 Termination in the event of default (cause)**

#### **11.2.1 Bondholders**

Each Bondholder is entitled to terminate the Bonds in the event of a default and to demand immediate redemption at their Principal plus any interest accrued up to the date of repayment.

An event of default shall have the following meaning, including not limited to:

- (a) the Issuer does not perform or comply with any of its obligations arising out of or in connection with the Bonds or the Terms and Conditions and such breach persists for more than 30 days from receipt of a written request;
- (b) insolvency proceedings are initiated against the Issuer and, if the motion has been made by a third party, such motion is not withdrawn within 60 days or rejected for any other reason than lack of assets, which are necessary to cover the costs of the insolvency proceedings (or the equivalent in another jurisdiction);
- (c) if an order is made or any corporate action is taken for the winding-up, dissolution or reorganisation of the Issuer or the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, or if a liquidator, administrator or similar officer is appointed in respect of the Issuer or of all or a substantial part of its revenues and assets.

#### **11.2.2 Issuer**

The Issuer shall be entitled to a termination in the event of default. The Issuer shall be entitled to terminate the Bonds vis-à-vis a Bondholder if such Bondholder defaults in making any payments to the Issuer on the respective due date pursuant to these Terms and Conditions longer than two months despite having received a default and cure notice and having been granted a grace period of two weeks.

**11.3** The right of termination in the event of default expires if the circumstance justifying the right of termination has ceased prior to exercise of the right of termination.

**11.4** Notice of termination of the Bonds by a Bondholder under this clause 11 must be provided to the Issuer in writing in German or in English including a reference to the corresponding number of Bonds being held by such terminating Bondholder. A terminating Bondholder is obligated to cite the reason for the termination (save for a termination without cause). In the event of a termination by the Issuer pursuant to clause 11.2.2, the Issuer shall terminate the agreement by registered letter to be sent to the respective defaulting Bondholder.

**11.5** If the Issuer terminates the Bonds pursuant to clause 10 ("Termination in a Tax Event") or clause 11.1, such termination shall be effective with respect to all outstanding Bonds. If the Issuer terminates the Bonds pursuant to clause 11.2.2, such termination shall be effective with respect to the defaulting Bondholder only. If a Bondholder terminates the Bonds, such termination shall be effective solely with respect to the Bonds which are being held by the respective terminating Bondholder at the time of termination; the Bonds of other Bondholders shall remain unaffected by such termination.

**11.6** At the sole discretion of the Issuer, the Issuer shall be entitled, but shall not be obligated, to accept notice of termination (outside an event default) from Bondholders prior to the Maturity Date and to redeem the respective Bonds plus accrued interest up to the date of repayment.

#### **12. Early Redemption Date in the event of Termination**

**12.1** In case of a termination of the Bonds in accordance with clauses 10 and 11, the Issuer shall redeem the Bonds at par plus accrued and unpaid interests within 10 Business Days ("**Early Redemption Amount**").

**12.2** Bonds which are redeemed or in respect of which termination rights are exercised will be cancelled and may not be reissued or resold.

#### **13. Limitation**

Claims with regard to the payments of interest lapse after three years from the earlier of the Maturity Date or an Early Redemption Date; claims regarding the payment of Principal shall lapse after thirty years from the earlier of the Maturity Date or an Early Redemption Date.

#### **14. Stock market listing**

The Issuer will not apply for the Bonds to be listed on a Regulated Market, any Multilateral Trading Facility, any Organized Trading Facility or any other trading venue.

#### **15. Issuance of additional Bonds, purchase of Bonds**

**15.1** In addition to the issuance of any further bonds which do not form a single series with the Bonds, the Issuer shall be entitled at any time without the consent of Bondholders to issue further bonds with substantially similar features (except for the Issue Date, the beginning of the interest and/or the Issue Price) in such a way that they form a single bond with the Bonds. In this case, the Aggregate Nominal Amount of the Bond shall increase by the aggregate nominal amount of the newly issued bonds and the newly issued bonds shall fall under the term "Bonds". There is neither an obligation of the Issuer to issue these further series, nor a claim of the Bondholders to purchase bonds from such series. The Issuer is free to issue further financial instruments or any other debt instruments.

**15.2** The Issuer may at any time purchase Bonds in the secondary market or otherwise at any price. Such acquired Bonds may be held, cancelled or resold.

#### **16. Notices**

All notices to the Bondholders relating to the Bonds shall be published in the Liechtensteiner Vaterland or, if in the reasonable discretion of the Issuer such publication in the Liechtensteiner Vaterland is not feasible, shall be published on the Issuer's website. Any such notice will be deemed to be effective on the day of publication, and in the case of publication on the Issuer's website, on the 5th (fifth) calendar day after such publication. Individual notification of Bondholders shall not be required (save for a termination of the Issuer pursuant to 11.2.2).

#### **17. Applicable law, place of performance and place of jurisdiction**

**17.1** These Terms and Conditions, the Bonds and any non-contractual obligations arising out of or in connection with the Bonds and/or these Terms and Conditions, shall be governed by, and construed in accordance with, Austrian law, without regard to conflict of law provisions and to the provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).

**17.2** Save for clause 17.3, the competent courts of Vienna Inner City (*Wien Innere Stadt*), Austria, are to have jurisdiction to hear, determine and to settle any disputes which may arise out of or in connection with the Bonds and/or these Terms and Conditions (including any disputes involving non-contractual obligations arising out of or in connection with the Bonds and/or these Terms and Conditions).

**17.3** Any disputes involving a consumer (in the sense of Art 2 para 1 of Directive 2011/83/EU) and the Issuer arising out of or in connection with the Bonds and/or these Terms and Conditions (including any disputes involving non-contractual obligations arising out of or in connection with the Bonds and/or these Terms and Conditions) shall be heard, determined and settled, at the choice of the consumer, by the competent court at the domicile of the consumer or at the domicile of the Issuer.



**Sun Invest AG**  
**9496 Balzers**

Report of the auditors on the financial statements  
for the year ended December 31, 2021





## **Report of the auditors on the financial statements 2021**

to the general meeting of  
**Sun Invest AG, 9496 Balzers**

As statutory auditors, we have audited the financial statements (balance sheet, income statement and notes) of Sun Invest AG for the year ended December 31, 2021.

These financial statements are the responsibility of the board of directors. Our responsibility is to express an opinion on these financial statements based on our audit. We confirm that we meet the legal requirements concerning professional qualification and independence.

Our audit was conducted in accordance with auditing standards promulgated by the Liechtenstein profession, which require that an audit be planned and performed to obtain reasonable assurance about whether the financial statements is free from material misstatement. We have examined on a test basis evidence supporting the amounts and disclosures in the financial statements. We have also assessed the accounting principles used, significant estimates made and the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements give a true and fair view of the financial position, the financial performance and the results of operations in accordance with the Liechtenstein law. Furthermore, the financial statements comply with the Liechtenstein law and the company's articles of incorporation.

We recommend that the financial statements submitted to you be approved.

Schaan, June 30, 2022

Grant Thornton AG

Rainer Marxer  
Licensed Accountant  
Auditor in Charge

ppa Lisa Schöffler  
Certified Accountant

### Enclosures:

– Financial statements (balance sheet, income statement and notes)

# Sun Invest AG, 9496 Balzers

## Balance sheet in EUR

<b>ASSETS</b>	<b>31.12.2021</b>
<b>A Fixed assets</b>	
I. Financial investments	0,00
II. Moveable properties	0,00
III. Immovable properties	0,00
IV. Intangible assets	217 618,39
	<hr/>
Total fixed assets	217 618,39
	<hr/>
<b>B Current assets</b>	
I. Receivables	6 120 137,20
II. Bank balances, postal giro balances, Cheques and cash in hand	346 452,73
<b>C Prepaid expenses</b>	0,00
	<hr/>
Total current assets	6 466 589,93
	<hr/>
<b>TOTAL ASSETS</b>	<b>6 684 208,32</b>
	<hr/> <hr/>

# Sun Invest AG, 9496 Balzers

## Balance sheet in EUR

<b>LIABILITIES</b>	<b>31.12.2021</b>
<b>A Shareholders' equity</b>	
I. Subscribed share capital	1 000 000,00
II. Legal reserves	0,00
III. Profit carried forward	0,00
IV. Annual +profit/ -loss	-80 038,84
	<hr/>
Total Shareholders' equity	919 961,16
	<hr/>
Debts	
<b>B Liabilities</b>	5 179 231,31
<b>C Deferred income</b>	574 486,80
<b>D Provisions</b>	10 529,05
	<hr/>
Total Debts	5 764 247,16
	<hr/>
<b>TOTAL LIABILITIES</b>	<b>6 684 208,32</b>
	<hr/> <hr/>

Balzers, 30. Juni 2022

**Sun Invest AG**

# Sun Invest AG, 9496 Balzers

## Income statement in EUR

	<b>02.03.-31.12.2021</b>
1. Net sales	0,00
2. Costs of materials/services	0,00
<b>Gross profit</b>	<b>0,00</b>
3. Staff expense	-58 606,85
4. Other operating expenses	-156 561,20
5. Depreciation and value adjustments	-15 509,60
6. Income from participations	0,00
7. Interest and similar expenses	-102 355,57
8. Interest an similar income	254 734,38
<b>Result from ordinary business activities</b>	<b>-78 298,84</b>
9. Taxes	-1 740,00
<b>Result of the year (+profit/-loss)</b>	<b>-80 038,84</b>

Balzers, 30. Juni 2022

**Sun Invest AG**

# Sun Invest AG, 9496 Balzers

FL-0002.654.661-3

## Notes to the financial statements 2021

---

### *Mandatory legal information*

#### **General Explanations**

31.12.2021

*Unless otherwise indicated, the amounts shall be expressed in EUR*

#### **Accounting and valuation methods**

Accounting is carried out in accordance with the provisions of Liechtenstein Persons and Company Act (PGR). The financial statements have been prepared in accordance with legal requirements and generally accepted accounting principles. The primary objective of accounting is to present a true and fair view of the net assets, financial position and results of operations of the company (true and fair view). The general evaluation principles of the PGR are applied. The valuation was based on the going concern assumption.

Asset and liability accounts are valued individually. Assets and liabilities are not offset against each other.

Assets are stated at their acquisition or production cost less scheduled and unscheduled depreciation and value adjustments as provided for by the PGR.

#### **The accounts shall be kept in EUR.**

The tax rate was used to translate foreign currencies into EUR on the balance sheet date.

#### **Deviations from the general valuation principles**

There are no deviations from the valuation principles, accounting methods, accounting regulations and the principle of a true and fair view according to PGR in these financial statements.

#### **Deviations from presentation consistency**

There is no deviation from the consistency of presentation.

#### **Guarantees, warranty obligations, pledges and other contingent liabilities**

none

#### **Notes to the balance sheet**

---

##### **Liabilities**

Liabilities > 5 years: € 5.176.685,50

---

#### **Average number of employees in financial year**

2021

Total Number of employees

< 10

---

---

**There are no other positions requiring disclosure pursuant to Art. 1091 ff. PGR.**



**Sun Invest AG, 9496 Balzers**  
**Cash Flow Statement as of 31.12.2021**

**in EUR**

**02/03/2021 –  
31/12/2021**

Result for the Year (+ Profit/- Loss)	-80,038.84
+ Depreciation on fixed assets	15,509.60
+/- Increase/decrease in provisions	10,529.05
+/- Decrease/increase in receivables and other assets	-6,120,137.20
+/- Increase/decrease in liabilities	5,753,718.11
<b>= Cash flow from operating activities</b>	<b><u>-420,419.28</u></b>
- Payments for investments in property, plant and equipment	-233,127.99
- Payments for investments in financial assets	0
+ Proceeds from disposals of financial assets	0
<b>= Cash flow from investing activities</b>	<b>-233,127.99</b>
+ Payments by shareholders	1,000,000.00
- Payments to shareholders	0
+ Proceeds from the taking up of loans	0
- Payments for the repayment of loans	0
<b>= Cash flow from financing activities</b>	<b><u>1,000,000.00</u></b>
<hr/>	
Cash and cash equivalents at the beginning of the period	0
Cash and cash equivalents at the end of the period	346,452.73

Balzers, 30 June 2022

**SUN INVEST AG**







**Grant Thornton**

An instinct for growth™

# **Sun Contracting AG** **9496 Balzers**

Report of the auditors on the financial statements  
for the year ended December 31, 2018





# Grant Thornton

An instinct for growth™

---

**Grant Thornton AG**  
Bahnhofstrasse 15  
P.O. Box 663  
FL-9494 Schaan  
T +423 237 42 42  
F +423 237 42 92  
www.grantthornton.li

## **Report of the auditors on the financial statements 2018 (translation of the original version from July 15, 2019)**

to the general meeting of  
**Sun Contracting AG, 9496 Balzers**

As statutory auditors, we have audited the financial statements (balance sheet, income statement and notes) of Sun Contracting AG for the year ended December 31, 2018.

These financial statements are the responsibility of the board of directors. Our responsibility is to express an opinion on these financial statements based on our audit. We confirm that we meet the legal requirements concerning professional qualification and independence.

Our audit was conducted in accordance with auditing standards promulgated by the Liechtenstein profession, which require that an audit be planned and performed to obtain reasonable assurance about whether the financial statements and the annual report are free from material misstatement. We have examined on a test basis evidence supporting the amounts and disclosures in the financial statements. We have also assessed the accounting principles used, significant estimates made and the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements give a true and fair view of the financial position, the financial performance and the results of operations in accordance with the Liechtenstein law and the company's articles of incorporation, subject to the following qualifications:

The balance sheet of Sun Contracting AG includes receivables amounting to EUR 2'714'746.37. The collectability of receivables in the amount of EUR 1'062'266.78 cannot be assessed.

Furthermore, the balance sheet of Sun Contracting AG includes financial assets amounting to EUR 9'780'000.59. The recoverability of financial assets in the amount of EUR 8'614'000 cannot be assessed.

Taking into account the above qualifications, we recommend that the financial statements submitted to you be approved.

Should, due to the abovementioned qualifications, a value adjustment be necessary which would lead to a capital loss or to over-indebtedness, we expressly refer to Arts. 182e and 182f of the "PGR" (Liechtenstein Persons and Companies Act).



# Grant Thornton

An instinct for growth™

The proposal of the board of directors for the appropriation of available earnings complies with the Liechtenstein law and the company's articles of incorporation.

We point out that the financial statements have not been submitted to the general meeting for approval within six months following the ending of the financial year.

Schaan, August 7, 2020

Grant Thornton AG

Egon Hutter  
Licensed Accountant  
Auditor in Charge

ppa Benjamin Hoop  
Certified Accountant

Enclosures:

- Financial statements (balance sheet, income statement and notes)

# Sun Contracting AG, 9496 Balzers

## Balance sheet in EUR

<b>ASSETS</b>	<b>31.12.2018</b>	<b>31.12.2017</b>
<b>A Fixed assets</b>		
I. Financial investments	9,780,000.59	206,689.07
II. Non-real-estate fixed assets	6,600.00	0.00
	<hr/>	<hr/>
Total fixed assets	9,786,600.59	206,689.07
	<hr/>	<hr/>
<b>B Current assets</b>		
I. Receivables	2,714,746.37	0.00
II. Bank balances, postal giro balances, Cheques and cash in hand	1,353,902.34	88,667.73
<b>C Prepaid expenses</b>	19,625.82	0.00
	<hr/>	<hr/>
Total current assets	4,088,274.53	88,667.73
	<hr/>	<hr/>
<b>TOTAL ASSETS</b>	<b>13,874,875.12</b>	<b>295,356.80</b>
	<hr/> <hr/>	<hr/> <hr/>

# Sun Contracting AG, 9496 Balzers

## Balance sheet in EUR

<b>LIABILITIES</b>	<b>31.12.2018</b>	<b>31.12.2017</b>
A Shareholders' equity		
I. Subscribed share capital	1,000,000.00	100,000.00
II. Legal reserves	10,000.00	0.00
III. Profit carried forward	66,737.54	0.00
IV. Annual profit	520,250.61	76,737.54
	<hr/>	<hr/>
Total shareholders' equity	1,596,988.15	176,737.54
	<hr/>	<hr/>
Debts		
B Liabilities	12,193,311.87	0.00
C Deferred income	10,205.10	107,656.76
D Provisions	74,370.00	10,962.50
	<hr/>	<hr/>
Total Debts	12,277,886.97	118,619.26
	<hr/>	<hr/>
<b>TOTAL LIABILITIES</b>	<b>13,874,875.12</b>	<b>295,356.80</b>
	<hr/> <hr/>	<hr/> <hr/>

# Sun Contracting AG, 9496 Balzers

## Income statement in EUR

	01.01.-31.12.2018	07.09.-31.12.2017
1. Net sales	1,654,167.80	206,689.07
2. Costs of materials/services	-295,056.16	-104,665.66
<b>Gross profit</b>	<b>1,359,111.64</b>	<b>102,023.41</b>
3. Other operating expenses	-698,771.06	-14,096.31
4. Depreciation and value adjustments	-18,589.50	0.00
5. Interest and similar expenses	-46,803.36	-227.06
6. Interest and similar income	10.50	0.00
<b>Result from ordinary business activities</b>	<b>594,958.22</b>	<b>87,700.04</b>
7. Taxes	-74,707.61	-10,962.50
<b>Profit for the year (+profit/loss)</b>	<b>520,250.61</b>	<b>76,737.54</b>

Balzers, 12 July 2019

**Sun Contracting AG**

# Sun Contracting AG, 9496 Balzers

FL-0002.555.661-3

## Notes to the financial statements 2018

---

### *Mandatory legal information*

<b>General Explanations</b>	<b><u>31.12.2018</u></b>	<b><u>31.12.2017</u></b>
-----------------------------	--------------------------	--------------------------

*Unless otherwise indicated, the amounts shall be expressed in EUR*

#### **Accounting and valuation methods**

Accounting is carried out in accordance with the provisions of Liechtenstein Person and Company Law (PGR). The financial statements have been prepared in accordance with legal requirements and generally accepted accounting principles. The primary objective of accounting is to present a true and fair view of the net assets, financial position and results of operations of the Company. The general evaluation principles of the PGR are applied. The valuation was based on the going concern assumption.

Asset and liability accounts are valued individually. Assets and liabilities are not offset against each other.

Assets are stated at their acquisition or production cost less scheduled and unscheduled depreciation and value adjustments as provided for by the PGR.

#### **The accounts shall be kept in EUR**

The tax rate was used to translate foreign currencies into EUR on the balance sheet date.

#### **Deviations from the general valuation principles**

There are no deviations from the valuation principles, accounting methods, accounting regulations and the principle of a true and fair view according to PGR in these financial statements.

#### **Deviations from presentation consistency**

The receivables from current assets 2017 are now carried under financial assets in the 2018 financial statements. Otherwise, there are no further deviations from the previous year.

#### **Guarantees, warranty obligations, pledges and other contingent liabilities**

Pledges: EUR 200,007.88 (to secure direct debits)

## Notes to the balance sheet

### Liabilities

The liabilities have no contractually fixed terms of more than five years. No collateral was provided.

Average number of employees in financial year	<u>2018</u>	<u>2017</u>
Total Number of employees	< 10	< 10

### Proposal for the appropriation of profits

	<u>31.12.2018</u>	<u>31.12.2017</u>
Profit carried forward (+) / loss carried forward (-)	66,737.54	0.00
Net income for the year (+) / net loss for the year (-)	520,250.61	76,737.54
Allocation to the legal reserves	<u>-26,000.00</u>	<u>-10,000.00</u>
New balance profit (+) / loss carried forward (-)	<u>560,988.15</u>	<u>66,737.54</u>

There are no other positions requiring disclosure pursuant to Art. 1091 ff PGR.

Balzers, 12 July 2019

Sun Contracting AG





**Sun Contracting AG, 9496 Balzers**  
**Cash flow statement as at 31.12.2018**

**in EUR**

**01.01. – 31.12.2018**

Result for the period	520,250.61
+ Depreciation on fixed assets	0.00
+/- Increase/decrease in provisions	63,407.50
+/- Decrease/increase in receivables and other assets	-12,314,283.71
+/- Increase/decrease in liabilities	12,095,860.21
= Cash flow from operating activities	<u>365,234.61</u>
- Payments for investments in property, plant and equipment	0.00
- Payments for investments in financial assets	-9,579,911.52
+ Proceeds from disposals of financial assets	9,579,911.52
= Cash flow from investing activities	<u>0.00</u>
+ Payments by shareholders	0.00
- Payments to shareholders	900,000.00
+ Proceeds from the taking up of loans	0.00
- Payments for the repayment of loans	0.00
= Cash flow from financing activities	<u>900,000.00</u>
<hr/>	
Cash and cash equivalents at the beginning of the period	88,667.73
Cash and cash equivalents at the end of the period	1,353,902.34

Balzers, 17 July 2019

**SUN Contracting AG**





**Grant Thornton**

An instinct for growth™

# **Sun Contracting AG**

## **9496 Balzers**

Report of the auditors on the financial statements  
for the year ended December 31, 2019





# Grant Thornton

An instinct for growth™

---

**Grant Thornton AG**  
Bahnhofstrasse 15  
P.O. Box 663  
FL-9494 Schaan  
T +423 237 42 42  
F +423 237 42 92  
[www.grantthornton.li](http://www.grantthornton.li)

**Report of the auditors on the financial statements 2019  
(translation of the original version from July 11, 2020)**

to the general meeting of  
**Sun Contracting AG, 9496 Balzers**

As statutory auditors, we have audited the financial statements (balance sheet, income statement and notes) of Sun Contracting AG for the year ended December 31, 2019.

These financial statements are the responsibility of the board of directors. Our responsibility is to express an opinion on these financial statements based on our audit. We confirm that we meet the legal requirements concerning professional qualification and independence.

Our audit was conducted in accordance with auditing standards promulgated by the Liechtenstein profession, which require that an audit be planned and performed to obtain reasonable assurance about whether the financial statements and the annual report are free from material misstatement. We have examined on a test basis evidence supporting the amounts and disclosures in the financial statements. We have also assessed the accounting principles used, significant estimates made and the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements give a true and fair view of the financial position, the financial performance and the results of operations in accordance with the Liechtenstein law and the company's articles of incorporation, subject to the following qualification:

The balance sheet of Sun Contracting AG includes financial assets amounting to EUR 11'546'707.73. The recoverability of financial assets in the amount of EUR 8'614'000 cannot be assessed.

Taking into account the above qualification, we recommend that the financial statements submitted to you be approved.

Should, due to the abovementioned qualification, a value adjustment be necessary which would lead to a capital loss or to over-indebtedness, we expressly refer to Arts. 182e and 182f of the "PGR" (Liechtenstein Persons and Companies Act).



# Grant Thornton

An instinct for growth™

The proposal of the board of directors for the appropriation of available earnings complies with the Liechtenstein law and the company's articles of incorporation.

We point out that the financial statements have not been submitted to the general meeting for approval within six months following the ending of the financial year.

Schaan, August 7, 2020

Grant Thornton AG

Egon Hutter  
Licensed Accountant  
Auditor in Charge

ppa Benjamin Hoop  
Certified Accountant

Enclosures:

- Financial statements (balance sheet, income statement and notes)

# Sun Contracting AG, 9496 Balzers

## Balance sheet in EUR

<b>ASSETS</b>	<b>31.12.2019</b>	<b>31.12.2018</b>
<b>A Fixed assets</b>		
I. Financial investments	11,546,707.73	9,780,000.59
II. Non-real-estate fixed assets	175,812.45	6,600.00
	<hr/>	<hr/>
Total fixed assets	11,722,520.18	9,786,600.59
	<hr/>	<hr/>
<b>B Current assets</b>		
I. Receivables	12,589,447.87	2,714,746.37
II. Bank balances, postal giro balances, Cheques and cash in hand	2,862,924.41	1,353,902.34
<b>C Prepaid expenses</b>	14,679.94	19,625.82
	<hr/>	<hr/>
Total current assets	15,467,052.22	4,088,274.53
	<hr/>	<hr/>
<b>TOTAL ASSETS</b>	<b>27,189,572.40</b>	<b>13,874,875.12</b>
	<hr/> <hr/>	<hr/> <hr/>

# Sun Contracting AG, 9496 Balzers

## Balance sheet in EUR

<b>LIABILITIES</b>	<b>31.12.2019</b>	<b>31.12.2018</b>
A Shareholders' equity		
I. Subscribed share capital	1,000,000.00	1,000,000.00
II. Legal reserves	36,000.00	10,000.00
III. Profit carried forward	560,988.15	66,737.54
IV. Annual profit	416,693.69	520,250.61
	<hr/>	<hr/>
Total shareholders' equity	2,013,681.84	1,596,988.15
	<hr/>	<hr/>
Debts		
B Liabilities	25,111,058.56	12,193,311.87
C Deferred income	24,832.00	10,205.10
D Provisions	40,000.00	74,370.00
	<hr/>	<hr/>
Total Debts	25.175.890.56	12,277,886.97
	<hr/>	<hr/>
<b>TOTAL LIABILITIES</b>	<b>27.189.572.40</b>	<b>13,874,875.12</b>
	<hr/> <hr/>	<hr/> <hr/>

Balzers, 10 July 2020

**Sun Contracting AG**



# Sun Contracting AG, 9496 Balzers

## Income statement in EUR

	01.01.-31.12.2019	01.01.-31.12.2018
1. Net sales	3,126,285.47	1,654,167.80
2. Costs of materials/services	-660,794.69	-295,056.16
<b>gross profit</b>	<u>2,465,490.78</u>	<u>1,359,111.64</u>
3. Other operating expenses	-1,667,343.13	-698,771.06
4. Depreciation and value adjustments	-2,366.18	-18,589.50
5. Income from participations	158,060.45	0.00
6. Interest and similar expenses	-497,066.05	-46,803.36
7. Interest and similar income	2,824.91	10.50
<b>Result from ordinary business activities</b>	459,600.78	594,958.22
8. Taxes	-42,907.09	-74,707.61
<b>Profit for the year (+profit/loss)</b>	<u>416,693.69</u>	<u>520,250.61</u>

Balzers, 10 July 2019

**Sun Contracting AG**

# Sun Contracting AG, 9496 Balzers

FL-0002.555.661-3

## Notes to the financial statements 2019

---

### *Mandatory legal information*

#### **General Explanations**

**31.12.2019**

**31.12.2018**

*Unless otherwise indicated, the amounts shall be expressed in EUR*

#### **Accounting and valuation methods**

Accounting is carried out in accordance with the provisions of Liechtenstein Person and Company Law (PGR). The financial statements have been prepared in accordance with legal requirements and generally accepted accounting principles. The primary objective of accounting is to present a true and fair view of the net assets, financial position and results of operations of the Company. The general evaluation principles of the PGR are applied. The valuation was based on the going concern assumption.

Asset and liability accounts are valued individually. Assets and liabilities are not offset against each other.

Assets are stated at their acquisition or production cost less scheduled and unscheduled depreciation and value adjustments as provided for by the PGR.

#### **The accounts shall be kept in EUR**

The tax rate was used to translate foreign currencies into EUR on the balance sheet date.

#### **Deviations from the general valuation principles**

There are no deviations from the valuation principles, accounting methods, accounting regulations and the principle of a true and fair view according to PGR in these financial statements.

#### **Deviations from presentation consistency**

There is no deviation from the consistency of presentation.

#### **Guarantees, warranty obligations, pledges and other contingent liabilities**

Pledges: EUR 200,022.88 (to secure direct debits)

**Notes to the balance sheet****Liabilities**

The liabilities have no contractually fixed terms of more than five years. No collateral was provided.

<b>Average number of employees in financial year</b>	<b><u>2019</u></b>	<b><u>2018</u></b>
Total Number of employees	< 10	< 10

**Proposal for the appropriation of profits**

	<b><u>31.12.2019</u></b>	<b><u>31.12.2018</u></b>
Profit carried forward (+) / loss carried forward (-)	560,988.15	66,737.54
Net income for the year (+) / net loss for the year (-)	416,693.69	520,250.61
Allocation to the legal reserves.	<u>-21,000.00</u>	<u>-26,000.00</u>
New balance profit (+) / loss carried forward (-)	<b><u>956.681.84</u></b>	<b><u>560.988.15</u></b>

**There are no other positions requiring disclosure pursuant to Art. 1091 ff PGR.**

Balzers, 10 July 2020

**Sun Contracting AG**



**Sun Contracting AG, 9496 Balzers**  
**Cash flow statement as at 31.12.2019**

<b>in EUR</b>	<b>01.01. – 31.12.2019</b>
Result for the period	416.693,69
+ Depreciation on fixed assets	0,00
+/- Increase/decrease in provisions	-34.370,00
+/- Decrease/increase in receivables and other assets	-11.805.675,21
+/- Increase/decrease in liabilities	12.932.373,59
<b>= Cash flow from operating activities</b>	<b><u>1.509.022,07</u></b>
- Payments for investments in property, plant and equipment	0,00
- Payments for investments in financial assets	-1.935.919,59
+ Proceeds from disposals of financial assets	1.935.919,59
<b>= Cash flow from investing activities</b>	<b><u>0,00</u></b>
+ Payments by shareholders	0,00
- Payments to shareholders	0,00
+ Proceeds from the taking up of loans	0,00
- Payments for the repayment of loans	0,00
<b>= Cash flow from financing activities</b>	<b><u>0,00</u></b>
<hr/>	
Cash and cash equivalents at the beginning of the period	1.353.902,34
Cash and cash equivalents at the end of the period	2.862.924,41

Balzers, 13 July 2020

**SUN Contracting AG**





**Grant Thornton**

An instinct for growth™

# **Sun Contracting AG** **9496 Balzers**

Report of the auditors on the financial statements  
for the year ended December 31, 2020





# Grant Thornton

An instinct for growth™

---

**Grant Thornton AG**

Bahnhofstrasse 15

P.O. Box 663

FL-9494 Schaan

T +423 237 42 42

F +423 237 42 92

[www.grantthornton.li](http://www.grantthornton.li)

## Report of the auditors on the financial statements 2020

to the general meeting of  
**Sun Contracting AG, 9496 Balzers**

As statutory auditors, we have audited the financial statements (balance sheet, income statement and notes) of Sun Contracting AG for the year ended December 31, 2020.

These financial statements are the responsibility of the board of directors. Our responsibility is to express an opinion on these financial statements based on our audit. We confirm that we meet the legal requirements concerning professional qualification and independence.

Our audit was conducted in accordance with auditing standards promulgated by the Liechtenstein profession, which require that an audit be planned and performed to obtain reasonable assurance about whether the financial statements and the annual report are free from material misstatement. We have examined on a test basis evidence supporting the amounts and disclosures in the financial statements. We have also assessed the accounting principles used, significant estimates made and the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements give a true and fair view of the financial position, the financial performance and the results of operations in accordance with the Liechtenstein law and the company's articles of incorporation, subject to the following qualification:

The balance sheet of Sun Contracting AG includes financial assets amounting to EUR 41'266'354.62. The recoverability of financial assets in the amount of EUR 6'764'000 cannot be assessed.

Taking into account the above qualification, we recommend that the financial statements submitted to you be approved.

Should, due to the abovementioned qualification, a value adjustment be necessary which would lead to a capital loss or to over-indebtedness, we expressly refer to Arts. 182e and 182f of the "PGR" (Liechtenstein Persons and Companies Act).





# Grant Thornton

An instinct for growth™

We point out that the financial statements have not been submitted to the general meeting for approval within six months following the ending of the financial year.

Schaan, September 17, 2021

Grant Thornton AG

Rainer Marxer  
Licensed Accountant  
Auditor in Charge

ppa Benjamin Hoop  
Licensed Accountant

Enclosures:

- Financial statements (balance sheet, income statement and notes)

# Sun Contracting AG, 9496 Balzers

## Balance sheet in EUR

<b>ASSETS</b>	<b>31.12.2020</b>	<b>31.12.2019</b>
<b>A. Fixed assets</b>		
I. Financial investments	41,266,354.62	11,546,707.73
II. Movable properties	177,722.81	175,812.45
III. Immovable properties	24,782.41	0
IV. Intangible Assets	<u>1,822,210.79</u>	<u>0</u>
<b>Total fixed assets</b>	43,291,070.63	11,722,520.18
<b>B. Current assets</b>		
I. Receivables	15,223,783.28	12,589,447.87
II. Bank balances, postal giro balances, Cheques and cash in hand	412,144.78	2,862,924.41
<b>C. Prepaid expenses</b>	<u>32,417.21</u>	<u>14,679.94</u>
<b>Total current assets</b>	<u>15,668,345.27</u>	<u>15,467,052.22</u>
<b>TOTAL ASSETS</b>	<u><b>58,959,415.90</b></u>	<u><b>27,189,572.40</b></u>

# Sun Contracting AG, 9496 Balzers

## Balance sheet in EUR

<b>LIABILITIES</b>	<b>31.12.2020</b>	<b>31.12.2019</b>
<b>A Shareholders' equity</b>		
I. Subscribed share capital	1,000,000.00	1,000,000.00
II. Legal reserves	57,000.00	36,000.00
III. Profit carried forward	956,681.84	560,988.15
IV. Annual profit	651,149.48	416,693.69
	<hr/>	<hr/>
Total shareholders' equity	2,664,831.32	2,013,681.84
	<hr/>	<hr/>
<b>Debts</b>		
<b>B Liabilities</b>	54,433,162.46	25,111,058.56
<b>C Deferred income</b>	1,791,422.12	24,832.00
<b>D Provisions</b>	70,000.00	40,000.00
	<hr/>	<hr/>
Total Debts	56,294,584.58	25,175,890.56
	<hr/>	<hr/>
<b>TOTAL LIABILITIES</b>	<b>58,959,415.90</b>	<b>27,189,572.40</b>
	<hr/> <hr/>	<hr/> <hr/>

## Sun Contracting AG, 9496 Balzers

### Income statement in EUR

	01.01.-31.12.2020	01.01.-31.12.2019
1. Net sales	5,329,684.87	3,126,285.47
2. Costs of materials/services	<u>-1,349,434.85</u>	<u>-660,794.69</u>
<b>Gross profit</b>	<b>3,980,250.02</b>	<b>2,465,490.78</b>
3. Staff expense	-30,894.71	0
4. Other operating expenses	-1,895,127.79	-1,667,343.13
5. Depreciation and value adjustments	-315,361.11	-2,366.18
6. Income from participations	185,000.00	158,060.45
7. Interest and similar expenses	-1,452,391.99	-497,066.05
8. Interest and similar income	250,826.61	2,824.91
<b>Result from ordinary business activities</b>	<b>722,301.03</b>	<b>459,600.78</b>
9. Taxes	<u>-71,151.55</u>	<u>-42,907.09</u>
<b>Profit for the year (+profit/loss)</b>	<b>651,149.48</b>	<b>416,693.69</b>

# Sun Contracting AG, 9496 Balzers

FL-0002.555.661-3

## Notes to the financial statements 2020

### Mandatory legal information

General Explanations	31.12.2020	31.12.2019
----------------------	------------	------------

*Unless otherwise indicated, the amounts shall be expressed in EUR*

#### Accounting and valuation methods

Accounting is carried out in accordance with the provisions of Liechtenstein Persons and Company Act (PGR). The financial statements have been prepared in accordance with legal requirements and generally accepted accounting principles. The primary objective of accounting is to present a true and fair view of the net assets, financial position and results of operations of the company (true and fair view). The general evaluation principles of the PGR are applied. The valuation was based on the going concern assumption.

Asset and liability accounts are valued individually. Assets and liabilities are not offset against each other.

Assets are stated at their acquisition or production cost less scheduled and unscheduled depreciation and value adjustments as provided for by the PGR.

#### The accounts shall be kept in EUR.

The tax rate was used to translate foreign currencies into EUR on the balance sheet date.

#### Deviations from the general valuation principles

There are no deviations from the valuation principles, accounting methods, accounting regulations and the principle of a true and fair view according to PGR in these financial statements.

#### Deviations from presentation consistency

There is no deviation from the consistency of presentation.

#### Guarantees, warranty obligations, pledges and other contingent liabilities

Pledges: EUR 0.00 (2019: EUR 200,022.88 in order to secure direct debits)

### Notes to the balance sheet

#### Liabilities

The liabilities have no contractually fixed terms of more than five years. No collateral was provided.

Average number of employees in financial year	2020	2019
Total Number of employees	< 10	< 10

### Proposal for the appropriation of profits

	31.12.2020	31.12.2019
Profit carried forward (+) / loss carried forward (-)	956,681.84	560,988.15
Net income for the year (+) / net loss for the year (-)	651,149.48	416,693.69
Allocation to the legal reserves.	<u>-33,000.00</u>	<u>-21,000.00</u>
New balance profit (+) / loss carried forward (-)	<u>1,574,831.32</u>	<u>956,681.84</u>

There are no other positions requiring disclosure pursuant to Art. 1091 ff. PGR.



**Sun Contracting AG, 9496 Balzers**  
**Cash flow statement as at 31.12.2020**

**in EUR**

**01.01. – 31.12.2020**

Result for the period	651,149.48
+ Depreciation on fixed assets	0,00
+/- Increase/decrease in provisions	30,000.00
+/- Decrease/increase in receivables and other assets	-34,220,623.13
+/- Increase/decrease in liabilities	31,088,694.02
<b>= Cash flow from operating activities</b>	<b><u>-2,450,779.63</u></b>
- Payments for investments in property, plant and equipment	0,00
- Payments for investments in financial assets	-31,568,550.45
+ Proceeds from disposals of financial assets	31,568,550.45
<b>= Cash flow from investing activities</b>	<b><u>0,00</u></b>
+ Payments by shareholders	0,00
- Payments to shareholders	0,00
+ Proceeds from the taking up of loans	0,00
- Payments for the repayment of loans	0,00
<b>= Cash flow from financing activities</b>	<b><u>0,00</u></b>
<hr/>	
Cash and cash equivalents at the beginning of the period	2,862,924.41
Cash and cash equivalents at the end of the period	412,144.78

Balzers, 27 September 2021

**SUN Contracting AG**