

TERM SHEET

Date:

7.12.2023

Premier SCC Limited

(the “SCC” or the “Issuer”)

C-GREEN CELL

(the “Cell”)

This Term Sheet reflects the current expectations of the Issuer in relation to a potential offer and issue of securities, the terms and conditions for which are set out in this Term Sheet (the “Notes”). This Term Sheet does not constitute an offer to sell or a solicitation of an offer to buy the Notes, whether to the public or otherwise. Any offer and subscription of the Notes may take place only on the basis of and pursuant to a private placement memorandum for the Notes to be prepared by the Issuer (the “PPM”). Investors should not take any decision to invest in the notes before reading and carefully understanding all of the information contained in the full PPM. The terms and conditions of the Notes as set out herein could potentially be modified and the final terms and conditions of the Notes shall be contained in the PPM.

The Malta Financial Services Authority has made no assessments or value judgements for the accuracy or completeness of statements made or opinions expressed nor approved the contents contained in this document, nor is it approved. Furthermore the Special Purpose Vehicle is not licensed or in any way authorised by the Malta Financial Services Authority.

Issuer	Premier SCC Limited, a private limited liability company registered in Malta established as a securitisation cell company pursuant to the Securitisation Cell Companies Regulations, with its registered address at Nu Bis Centre, Mosta Road, Lija, LJA 9012, Malta and with Company Registration Number C82358, acting in respect of the Cell.
Securities	Convertible Asset-backed Notes
Aggregate Principal Amount of Issue	Up to EUR 10,000,000
Nominal Value per Note	EUR 1,000
Conversion Conditions and Conversion Rate	Each Note can be converted into preferred shares of series C in the Originator (“ Class C Preferred Shares ”), carrying one (1) vote per Class C Preferred Share, with a 1.0x liquidation preference, and ranking senior to and ahead of all other classes of shares in the Originator, including common shares of series A and

B as defined in the Originator's articles of association. The Class C Preferred Shares will be subject to a conversion provision, according to which the Class C Preferred Shares shall be converted into common shares of series B in the Originator in the event of a listing process entailing an admission to trading of the Originator's shares on a regulated market or multilateral trading facility.

The Originator and the holder(s) of the Notes (the "**Noteholder**") has the right to call for conversion of all or parts of the Notes to Class C Preferred Shares during the period from the Issue Date up to and including [12 November 2024] (the "**Conversion Period**"), if the Originator raises capital and registers a new issue of shares in the Originator with the Swedish Companies Office during the Conversion Period. The conversion price shall correspond to the subscription price per share in the last resolved new share issue in the Originator at the time of conversion, reduced by fifteen (15) per cent.

If conversion has not been made based on a new issue of shares in accordance with above during the Conversion Period, the Originator and the Noteholder has the right to call for conversion of all or parts of the Notes during the period from and including [13 November 2024] up to and including the Loan Termination Date, at a conversion price corresponding to the book value of the assets of the Originator based on the interim report of the Originator for the period 1 January – 30 September 2024, divided by the number of shares in the Originator.

Direct Recourse by the Noteholders

Considering the structure and the purposes of this bond and the related Secured Loan above, the Issuer provides hereby an irrevocable mandate to the Representative of the Noteholders (appointed as per below) in order to exercise (also in their interests) any rights of the Issuer, as lender, under the Secured Loan Agreement and the Security Agreement vis a vis the Borrower (including without limitations the right to request the payment of interests, default interest and other fees and expenses, the right to terminate or accelerate the Secured Loan, the right to enforce the securities, and so on), it been understood that such irrevocable mandate may be exercised by the

Noteholders only upon occurrence of the following conditions:

- a) the majority of the Noteholders have requested the Lender to exercise any rights vis a vis the Borrower under this Agreement and/or the Security Agreement (including without limitation the enforcement of the securities and guarantees) and the Lender has not taken any action within the next ten (10) Business Days; and
- b) the majority of the Noteholders have appointed as their own representative to perform the irrevocable mandate hereunder Semper Capital or any other entity satisfactory to the Lender (such representative is referred to as the “Representative of the Noteholders”)

Agreements with Lead Investors

The Issuer is entitled to enter into side letter with Lead Investors, pursuant to which the Issuer waives its right to call for conversion with respect to Notes held by Noteholders that are Lead Investors.

Definition of Lead Investors

“Lead Investors” means investors that subscribes for Notes to an amount of no less than EUR 3,000,000.

ISIN Code

CH1108678108

Issue Price

100 % of Nominal Value

Minimum Subscription

EUR 100,000

Subscription Period

8.12.2023

Issue Date

12 December 2023

Maturity Date

12 December 2024

Term

From and including the Issue Date up to and including the Maturity Date.

Coupon

10% per year

Use of Proceeds

The Originator will utilise the proceeds of the Secured Loan Facility to finance for a significant phase of expansion with multiple large-scale Oxy Power HTC™ projects slated to begin in 2024. The funds raised will be allocated toward the final development of local project management teams in preparation for the launch of operations. Additionally, the financing will provide C-Green with the necessary capital to make initial equity investments in some of the projects

in its robust pipeline, including sales and delivery scale up to make projects shovel ready and ready for financing. This strategic move is designed to secure a strong foothold in these projects well in advance of the substantial revenue expected to flow from the projects scheduled to become operational in the year 2025.

Secured Loan Facility

A Maltese law governed secured loan facility granted by the Issuer to the Originator, with a term beginning on the Issue Date (the “**Loan Commencement Date**”) and terminating 15 days prior to the Maturity Date (the “**Loan Termination Date**”).

The Secured Loan Facility will bear an interest rate of **10 %** on the principal loan provided that the Originator will not have any obligation to the Issuer other than the obligation to account to the Issuer for the outstanding principal amount. The Originator is therefore obliged only to make payments utilising the assets in the amounts actually received and retained (net of tax and expenses) by or for the account of the Originator.

The interest will be payable on the Loan Termination Date.

The loan will be secured by means of a Maltese law security interest granted by the Originator to the Issuer it being understood and agreed that the securities on the foreign assets shall be governed by any applicable Foreign Law.

Security

Warrants in the Originator entitling the holder to subscribe for shares in the Originator for a value corresponding to the quota value of the shares in the Originator.

Originator/Borrower

C-Green AB a company registered in Sweden.

Administration Fee

The Issuer will charge an Administration Fee of **0.3%** of the funds received from the subscription of the Notes (AUM) with a minimum annual fee of **EUR 30,000**.

The Issuer will charge the Cell a fee for the creation of the Notes of **0.2%** of the nominal value of each Note, with a minimum of **10,000 EUR** per value right creation.

The Administration Fee and Note Creation fees will be attributable to, and payable from, the assets of the Cell.

Paying Agent Fee

The Paying Agent will charge the Cell a yearly fee for the maintenance of the cell account with a minimum of **10,000 EUR. charge quarterly in advance**

The Paying Agent will charge the Cell a fee for the storage of the unsold notes of **0.5%** of the nominal value of each Note, calculated pro-rata on a daily basis.

The Paying Agent Fee will be attributable to, and payable from the assets, of the Cell. The Paying Agent Fee will be calculated by the Administrator.

Form and Title

The Notes will be issued in Dematerialised form under the articles 973a, 973b and 973c of the Swiss Code Obligation, as amended from time to time. The Notes will be represented exclusively by book in the records of SIX Clearing System. Access to the SIX Clearing System is available through its SIX Clearing System participants whose membership extends to securities such as the Notes. SIX Clearing System participants include certain banks, stockbrokers and Euroclear and Clearstream, Luxembourg.

Transfer of interest in the Notes will be effected between the SIX Clearing System participants in accordance with the rules and operating procedures of the SIX Clearing System. Transfer between Noteholders will be effected in accordance with the respective rules and operating procedures of the Clearing System Participants through which they hold their Notes.

Neither the Issuer nor the Paying Agent will have any responsibility for the proper performance of the SIX Clearing System or the SIX Clearing System participants of their obligations under their respective rules and operating procedures.

A Noteholder must rely on the procedures of the SIX Clearing System, Euroclear and Clearstream, Luxembourg to receive payments under the Notes. The Issuer will have no responsibility or liability for the records relating to, or payments made in respect of, the Notes within the SIX Clearing System.

Product Representation

Notes to be represented by Intermediate Securities.

Risk Factor

Regarding investments in the Notes, there are several kinds of risks, inter alia:

- the credit risk linked to the shares in the Originator (the “**Underlying**”);
- the counter party risk with respect to the Issuer of the Notes;
- the liquidity risk: there might be no liquidity at all in the secondary market.

The liquidity of the Notes as well as the liquidity of the Underlying is very limited and may not exit during the lifetime of the Notes. In the worst-case scenario, Noteholders may lose their total investment.

Limited Recourse Obligations

The Notes constitute unsecured limited recourse obligations of the Issuer and the Issuer will not have any obligation to the Noteholders other than the obligation to account to the Noteholders for payment of Redemption Amounts using only payments and proceeds received and retained (net of tax and expenses) by, or for the account of, the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable., and, in the event of conversion of the Notes, an obligation to account to the Noteholders for Class C Preferred Shares delivered after such conversion.

It may be the case that the amounts received by the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable, are less than the aggregate Nominal Value of Notes in respect of which the relevant Redemption Amount is to be paid. If on an Early Redemption Date the Early Redemption Amount attributable to the Notes being redeemed is less than their Nominal Value, the Issuer shall only be obliged to pay the Noteholders the Early Redemption Amount without any further obligation of the Issuer to make up for the difference. If on the Maturity Date the Final Redemption Amount attributable to the Notes being redeemed is less than their Nominal Value, the Issuer shall only be obliged to pay the Noteholders the Final Redemption Amount without any further obligation of the Issuer to make up for the difference.

Liability for the Notes

The Notes are an obligation of the Issuer only and do not establish any liability or other obligation of any other person mentioned in this Term Sheet including but not limited to the Administrator, the Account Bank and/or any of the Issuer’s other service providers.

Accordingly, it is possible that the Noteholders’ return on their investment may be less (and possibly substantially so) than the Nominal Value of the Notes originally invested in and in such cases the

Noteholders will have no further claim against the Issuer, the assets of any other cell of the SCC or against the SCC's non-cellular assets.

Early Redemption Upon Issuer's Request

The Issuer may decide to redeem the Notes in full or in part subject to a ten Business Days prior written notice given by the Issuer to the Noteholders prior to the payment of the Notes (the "**Early Termination Date**").

Final Redemption Amount

In respect of each Note being redeemed on the Maturity Date, its Nominal Value thereon and any remaining funds held by the Issuer after payment of all accrued liabilities (including any costs required to be withheld in order to wind up the Issuer) as at the Maturity Date.

Redemption Amount

In respect of each Note being redeemed, the Final Redemption Amount and each Early Redemption Amount, as applicable, *provided that* the Issuer will not have any obligation to the Noteholders other than the obligation to account to the Noteholders for payment of Redemption Amounts using only payments and proceeds received and retained (net of tax and expenses) by, or for the account of, the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable. The Issuer is therefore obliged only to make payments (in respect of any Redemption Amount) of any Early Repayment Amounts or the Final Repayment Amount (as applicable) actually received and retained (net of tax and expenses) by or for the account of the Issuer.

Redemption Payments

Payment of Redemption Amounts due to Noteholders in respect of an Early Redemption will be made within 30 days of the relevant Early Redemption Date

Ranking

The Notes will constitute direct and unsubordinated obligations of the Issuer and will rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer.

Listing

The Notes will not be listed in any Regulated Exchange

Eligibility Criteria

The Notes will only be offered and issued to (i) 'professional clients' as defined under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial

instruments and amending Directives 2002/92/EC and 2011/61/EU (recast) and (ii) persons that are not ‘U.S. persons’ as defined in Regulation S of the U.S. Securities Act of 1933, as amended;

Governing Law & Jurisdiction of Notes

Malta

Liability Clause

The Issuer, the Administrator and the Paying Agent are not liable to Noteholders or other third parties for any loss or liability arising from a negative performance of the Product.

Administrator of the SCC / Issuer

Fexserv Fund Services (Malta) Limited

Auditor of the SCC / Issuer

Deloitte Audit (Malta)

Paying Agent

ISP Securities AG (Switzerland)

Common Depositary

SIX SIS AG (Switzerland)

Account Bank

SEB Skandinaviska Enskilda Banken (Sweden)

Originator/Borrower

C-Green AB. (Sweden)