



PV-Invest GmbH

Final Terms

for the up to nominal EUR 10 Mio, 4.75 % PV-Invest Green Bond 2022 to 2029

on the basis of the Base Prospectus for the Offer of PV-Invest GmbH for the Issue of Notes

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The present Final Terms have been prepared for the purposes of Article 8 of Regulation (EU) 2017/1129. The Final Terms must be read in conjunction with the Base Prospectus of the Offer Programme of PV-Invest GmbH of 14 November 2022 and any supplement thereto in order to obtain all the relevant information.

The Base Prospectus and its supplement/s are published on the website of the Issuer under the dedicated section “investor-relations” <https://www.pv-invest.com/de/investor-relations/> and on the website of the Luxembourg Stock Exchange (www.bourse.lu).

A summary for each Issue is annexed to the Final Terms.

The last day of validity of the Base Prospectus is 14 November 2023. A succeeding base prospectus within the meaning of Art. 8 para. 11 of Regulation (EU) 2017/1129 will be published on the website of the Issuer under the dedicated section “investor-relations” <https://www.pv-invest.com/de/investor-relations/>.

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FINAL TERMS

Offer	
<i>Offer Period</i>	From 17.11.2022 (including the day) to 28.02.2023 (including the day).
<i>Expected Issue Date/Issue Date</i>	30.11.2022
<i>Value Date</i>	30.11.2022
<i>Closing date</i>	The Notes are issued on the basis of a joint resolution of the management of the Company and its shareholders dated 08.11.2022.
<i>Series</i>	Series 1, Tranche 1
<i>ISIN</i>	AT0000A31LR1

<i>Interests of natural and legal persons involved in the Issue/Offer</i>	Other than the Issuer's interest in receiving the proceeds from the Issue, there are no interests of natural or legal persons involved in the Issue.
<i>Reasons for the Offer use of proceeds and expenses of the issue/offer and disclosure of the use of proceeds</i>	The net proceeds from the Issue of the Notes will be used by the Issuer in the acquisition or building of new photovoltaic and hydropower plants, in particular but not limited to Italy, as well as in the refurbishing and maintenance of existing power plants. The Issue of Notes does not refinance existing Note liabilities of the Company. For the estimated expenses of the offer see below.
<i>Estimated total expenses of the Issue/Offer</i>	The Issuer expects the total expenses of the Offer to be about EUR 80,000.-.
<i>Estimated net amount of proceeds</i>	The estimated net amount of proceeds from the Offer (including the issue premium and after deduction of issue costs) are EUR 10,020,000.- assuming full placement of the Offer.

Total Nominal Amount and denomination	
<i>Total Nominal Amount/Offer volume</i>	EUR 10,000,000.-
<i>Nominal Amount/denomination</i>	EUR 1,000.- per Note
<i>Minimum purchase amount</i>	EUR 1,000.-
<i>Issue Premium</i>	1 %
<i>Total Issue Price per Note</i>	EUR 1,010.- or 101 % of the Nominal Amount

Term	
<i>Start of term</i>	01.12.2022 (including the day)
<i>Maturity Date</i>	30.11.2029 (including the day)
<i>Term</i>	7 years

Interest rate and interest payment days, yield	
<i>Rate</i>	4.75% of Nominal Amount per annum
<i>Start of Interest</i>	01.12.2022 (including the day)
<i>End of interest</i>	30.11.2029 (including the day)
<i>Interest Payment Date</i>	30.11. of each year

<i>First Interest Payment Date</i>	30.11.2023
<i>Yield</i>	Taking into account the issue premium of 1 %, the annual yield is 4,58%

<i>Repayment</i>	
<i>Repayment at Final Maturity Date (sec. 5.1.)</i>	To the extent, that the Notes have not already been redeemed or purchased and cancelled in whole or in part pursuant to sec. 5.2., 5.3. or 8. of this Prospectus, they will be redeemed at par on 30.11.2029.
<i>Early repayment for other reasons (sec. 5.3.)</i>	From the completed third year of the term of the Notes, the Issuer has the right to call the Notes in full, but not in part, prematurely without stating reasons effective at the end of each calendar quarter and to repay them at the amount of 102 % of their Nominal Amount plus interest accrued up to the effective date. However, such an early termination may not take effect earlier than 01.12.2025.

<i>Paying Agent (sec. 6.1. Note Terms) and Clearing System</i>
The Paying Agent for the Notes is Baader Bank AG, Weihenstephaner Straße 4, 85716 Unterschleißheim.
The Clearing System for the Notes is OeKB CSD GmbH, 1010 Wien, Strauchgasse 1-3.

<i>Inclusion in trade (sec. 10. Note Terms)</i>
The Company intends to apply for the Notes to be included in the trade on the Vienna MTF operated by the Vienna Stock Exchange.

<i>Financial intermediaries</i>
Subject to the following paragraphs, the Issuer consents to the use of the Base Prospectus during the period of its validity for subsequent resale or final placement of the Notes by financial intermediaries.
A resale or final placement of the Notes by financial intermediaries may take place and consent to the use of the Base Prospectus is granted for the period of validity of the Base Prospectus.

<i>Designated Sponsor</i>
not applicable

OFFER SPECIFIC SUMMARY

SECTION 1 INTRODUCTION

Item 1.1 Name and international securities identification number ('ISIN') of the securities.

Tranche 1 of Series 1 of the up to nominal EUR 10,000,000.- 4.75 % PV-Invest Green Bond 2022-2029 issued under the up to EUR 40,000,000.- Offer Programm of PV-Invest GmbH.

ISIN: AT0000A31LR1

Item 1.2 Identity and contact details of the issuer, including its legal entity identifier ('LEI').

The Issuer is PV-Invest GmbH, FN 331809f, Lakeside B07, A-9020 Klagenfurt. The LEI (legal entity identifier) of the Issuer is 529900N7QQWAEGB1D819.

Item 1.3 Identity and contact details of the competent authority that approved the prospectus and, where different, the competent authority that approved the registration document.

The Luxembourg Financial Market Authority CSSF (Commission de Surveillance du Secteur Financier), 283, route d'Arlon L-1150 Luxembourg – BP, L-2991 Luxembourg (telephone +352 26 25 1-1; website: <https://www.cssf.lu>), has approved the Base Prospectus as competent authority under Regulation (EU) 2017/1129.

Item 1.4 Date of approval of the EU Growth prospectus.

14 November 2022

Item 1.5 Warnings.

This offer specific summary has been prepared in accordance with Article 15 para 2 of Regulation (EU) 2017/1129 in connection with Annex 23 of Commission Delegated Regulation (EU) 2019/980 and Annex II of Commission Delegated Regulation (EU) 2019/979 and should be read as an introduction to the Base Prospectus and the applicable Final Terms. Any decision to invest in the Notes of the Issuer should be based on a consideration of the Base Prospectus, including any documents incorporated by reference therein and the applicable Final Terms as a whole by the investor. Investors in the Notes of the Issuer could lose all or part of their invested capital. Where a claim relating to the information contained in the Base Prospectus and the applicable Final Terms is brought before a court, the plaintiff investor might, under national law of the respective Member State, have to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled this summary, including any translation thereof, but only where this summary is misleading, inaccurate or inconsistent, when read together with the Base Prospectus and the applicable Final Terms, or where it does not provide, when read together with the Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.

SECTION 2 KEY INFORMATION ON THE ISSUER

Item 2.1 Who is the issuer of the securities?

The Issuer is a limited liability company incorporated under Austrian law. The Issuer operates under the laws of the Republic of Austria. It is active in the renewable energy sector and its subsidiaries produce electricity from photovoltaic and power plants. The Issuer is also engaged in small hydropower plants.

The Issuer is owned at a rate of 28.83 % each by (i) the Managementkompetenz UB-Unternehmensberatung GmbH, FN 212078f, Neptunweg 8, A 9020 Klagenfurt, which in turn is solely owned by the managing director of the Company, Mr. Günter Grabner, and (ii) RGA Beteiligungs GmbH, FN 365147g, Krottendorfer Strasse 24, A-9073 Klagenfurt-Viktring, which is in turn owned at a rate of 50 % each by Ms. Anneliese Rabensteiner and Mr. Gerhard Rabensteiner, who is also the Company's managing director and (iii) at a rate of 42.34 % by Liechtenstein Invest GmbH, FN 531966 d, Bankgasse 9, 1010 Wien.

Item 2.2 What is the key financial information regarding the issuer?

The following selected financial information has been extracted without material adjustment from the Audited Consolidated Financial Statements and the Interim Financial Statements, unless otherwise indicated:

Income statement

	2021	2020	June 30th, 2022	June 30th, 2021
EBIT	EUR 2,463,238	EUR 2,636,094	EUR 2,466,970	EUR 1,068,858

Balance sheet

	2021	2020	June 30th, 2022
Bonds	EUR 23,408,000	EUR 21,753,000	EUR 23,855,000
Bank loans and overdrafts	EUR 21,973,731	EUR 24,642,554	EUR 26,935,363
Other liabilities	EUR 50,202,970	EUR 47,596,690	EUR 53,626,485
Cash on hand and in banks	EUR 16,678,734	EUR 13,094,937	EUR 14,878,151

Cash flow statement

	2021	2020	June 30th, 2022	June 30th, 2020
Net Cash from operating activities	EUR 6,906,653	EUR 12,803,679	N/A	N/A
Net Cash flows from financing activities	EUR 12,704,936	EUR – 3,191,081	N/A	N/A
Net Cash flow from investing activities	EUR – 16,111,733	EUR – 4,956,797	N/A	N/A

Item 2.3 What are the key risks that are specific to the issuer?

Risks in connection with the market environment for green energy

- There is a risk that a possible decline from the current high price level for conventional energy sources could reduce the price of electricity from such conventional energy sources and thus the overall electricity price, which could also lead to a decline in the Company's revenues.
- The political and legal framework conditions for green electricity could change.
- Competition with electricity producers from other renewable energy sources could lead to increased competitive pressure.
- Increased competition and increasing market concentration could lead to increased price pressure and could complicate the acquisition of new projects.

Risks related to the Issuer's Business

- The Issuer's results of operations may be negatively impacted by the Ukraine Conflict and Supply Chain Disruptions.
- There is a risk of lower performance or higher maintenance costs for PV systems.
- The Issuer's results of operations may be negatively impacted by the COVID-19 outbreak.
- There is the possibility of conflicts of interest of the Company's board administrators in connection with their activities in other companies.
- There is a risk due to lack of external control of the application of funds.

SECTION 3 KEY INFORMATION ON THE SECURITIES

Item 3.1 What are the main features of the securities?

The Notes are non-subordinated, fixed-interest Notes of the Issuer. The Notes are denominated in Euro with a nominal value of EUR 1,000.- per Note. In the current Offer, the Issuer issues up to 10,000 Notes. The term of the Notes is from 01.12.2022 (including the day) to 30.11.2029 (including the day).

The rights attached to the Notes are set out in the Note Terms as completed by the Final Terms. In particular, the Notes grant the right of annual interest payments in the amount of 4.75%. In addition, the Notes grant the right of repayment of the Nominal Amount of the paid in capital on 30.11.2029 or, if the Notes are terminated prior, on the date of effectiveness of the respective termination. If the Notes are voluntarily redeemed prematurely by the Issuer in accordance with sec. 5.3 of the Note Terms, this will be done at 102% of the Nominal Amount. The Notes are governed by Austrian law.

The Notes create direct, unconditional, unsecured and unsubordinated liabilities of the Issuer, which rank equally with each other and with all other current or future unsecured and unsubordinated liabilities of the Issuer, with the exception of liabilities which have priority under applicable mandatory law.

Item 3.2 Where will the securities be traded?

The Issuer intends to apply for the Notes to be included in the trade on the Vienna MTF operated by the Vienna Stock Exchange.

Item 3.3 Is there a guarantee attached to the securities?

There is no guarantee attached to the securities.

Item 3.4 What are the key risks that are specific to the securities?

- Risks exist due to the structural subordination of the Notes to other financing raised by the Issuer and its subsidiaries.
- A rise in interest rates may cause the value of the Notes to decline.
- If the creditworthiness of the Issuer deteriorates, this may lead to a lower market value of the Notes.
- Liabilities arising from the Notes are not covered by any statutory protection scheme.
- The Issuer may redeem the Notes prematurely.

SECTION 4 KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC

Item 4.1 Under which conditions and timetable can I invest in this security?

The Notes are offered publicly in the Grand Duchy of Luxembourg, the Republic of Austria, the Federal Republic of Germany and Slovenia in the time from 17.11.2022 (including that day) to 28.02.2023 (including that day). The estimated total expenses of the Offer are EUR 80,000.-. Except for the issue premium of 1 % investors are not charged any expenses by the Issuer. Normal bank charges may apply.

The Note Terms attached to, and forming an integral part of, the Final Terms of this Offer constitute the terms and conditions of the Offer as applicable to the Notes.

Item 4.2 Why is this EU Growth prospectus being produced?

The net proceeds from the Issue of the Notes will be used by the Issuer in the acquisition or building of new photovoltaic and hydropower plants, in particular but not limited to Italy, as well as in the refurbishing and maintenance of existing power plants. The Issue of Notes does not refinance existing Note liabilities of the Company.

The managing directors of the Company perform board functions in other companies. Potential conflicts of interest may arise from these dual functions in individual cases. In particular, such conflicts of interest may result in business decision-making processes being prevented or delayed or to the detriment of Noteholders. In the Company's estimation, there are currently no conflicts of interest between the obligations of the managing directors towards the Company and their other board functions or private interests.

Item 4.3 Who is the offeror and/or the person asking for admission to trading?

n.a. The Offeror is the Issuer.

Note Terms
for the
up to nominal EUR 10 Mio, 4.75 % PV-Invest Green Bond 2022 to 2029
of



**1. Issuer, total Nominal Amount, denomination, form, securitisation,
central securities depository, ISIN, definition**

- 1.1. Issuer, total Nominal Amount, denomination: the Issuer issues the EUR 10,000,000.-, 4.75 % PV-Invest Green Bond 2022 to 2029 (the "**Note**") with a total nominal amount of up to EUR 10,000,000.- (ten million euros) in a denomination in partial notes (*Teilschuldverschreibungen*) with a nominal amount (the "**Nominal Amount**") of EUR 1,000.- (one thousand Euro) (the "**Notes**") in the form of a public offering in Luxembourg, Slovenia, Austria and Germany. The Notes are issued with an issue premium of 1 %. The total Issue Amount per Note is therefore EUR 1,010.- or 101 % of the Nominal Amount.
- 1.2. Shape: The Notes are bearer Notes and have equal rights and rank among themselves.
- 1.3. Securitisation: The Notes are securitised in their entirety by means of an amendable Global Certificate in accordance with Art. 24 lit. b) DepotG (the "**Global Certificate**"). The Global Certificate will be subscribed by the Issuer and may be increased or exchanged by the Issuer at any time without the consent of the Noteholders. Investors shall not have any rights or claims for the issue of individual Notes or individual interest coupons.
- 1.4. Collective security deposit bank: The Global Certificate is held in custody by OeKB CSD GmbH, 1010 Wien, Strauchgasse 1-3 ("**OeKB**") as the Global Certificate deposit bank for the duration of the term of the Notes until all liabilities of the Issuer arising from the Notes have been fulfilled. The Noteholders are entitled to co-ownership interests in the Global Certificate, which may be transferred in accordance with the provisions of OeKB or the respective provisions of the collective security bank (the "**Clearing System**") designated by the Issuer.
- 1.5. International Securities Identification Number ("**ISIN**"): AT0000A31LR1
- 1.6. "**Noteholder**" means any holder of a co-ownership interest in the Notes securitised in the Global Certificate.
- 1.7. "**Note Terms**" means the present Note Terms.

2. Status, Representations and Warranties

- 2.1. Status: The Notes establish direct, unconditional, unsecured and unsubordinated obligations of the Issuer, which rank equally with each other and with all other current or future unsecured and unsubordinated liabilities of the Issuer, excepted thereof are liabilities, which are subject to priority under applicable mandatory law.
- 2.2. Negative obligation: The Issuer undertakes during the term of the Notes, but not longer than until all amounts of capital and interest for the Notes have been made completely available to the Clearing System:
 - (a) for other capital market liabilities, including guarantees or liabilities assumed, not to provide collateral in respect of its current or future assets or income or to oblige third parties not to provide

collateral in respect of the assets of such third party to secure the capital market liabilities issued or guaranteed by the Issuer or its subsidiaries without immediately giving the Noteholders, at the expense of the Issuer, at the same time and with the same priority, such collateral or other collateral recognised as equivalent collateral by an internationally recognised auditor independent of the Issuer's existing auditor;

- (b) ensure, that its subsidiaries do not provide collateral for other capital market liabilities, including guarantees or liabilities assumed for such liabilities, in respect of its current or future assets or income or oblige third parties not to provide collateral for the assets of such third party to secure the capital market liabilities issued or guaranteed by the Issuer or its subsidiaries, without immediately providing the Noteholders, at the expense of the Issuer, at the same time and with the same priority, with such securities or other securities that are recognised as equivalent securities by an internationally recognised auditor independent of the existing auditor of the Issuer.

"**Capital Market Debt**" means for the purposes of this sec. 2., a present or future obligation to pay funds (including obligations under guarantees or other liability arrangements) under securities, Notes or other similar debt instruments, and promissory Notes, whether admitted to or included in a stock exchange, a regulated market, a multilateral trading facility, excluding this Note.

"**Subsidiary**" for the purposes of these Note Terms means any corporation or partnership which is directly or indirectly under the controlling influence of the Issuer or in which the Issuer directly or indirectly holds more than 50 % of the capital or the voting shares.

"**Collateral**" for the purposes of this sec. 2. means mortgages, liens, rights of retention or other charges and security interests in the current or future assets or income of the Issuer, its subsidiaries or third parties. This does not include standardised collateral for existing and future securitisation programs (ABS programs).

- 2.3. Assurance: The Issuer undertakes, during the term of the Notes, but not longer than until all amounts of principal and interest for the Notes have been fully made available to the Clearing System, to ensure that all subsidiaries, if necessary and if they generate profits, distribute at least sufficient funds to the Issuer to enable the Issuer to meet its obligations under sec. 4 ("Interest") and to redeem the Notes under sec. 5 ("Redemption")

3. Term

The term of the Notes begins on 01.12.2022 (including the day) and ends on the Final Maturity Date on 30.11.2029 (including the day). The term is thus seven years.

4. Interest

- 4.1. Interest rate and interest payment days: The Notes bear interest from 01.12.2022 (including the day) (the "**Start of Interest**") until the Final Maturity Date of the Notes or until an early repayment occurs, whichever occurs earlier, at an annual interest rate of 4.75 % of the Nominal Amount.
- 4.2. Interest Period: "**Interest Period**" means the period from the Start of Interest (including the day) to the first Interest Payment Date (excluding the day) and the period from each Interest Payment Date (including the day) to the respective following Interest Payment Date (excluding the day).
- 4.3. Accrued interest: If the Issuer does not repay the Notes at the Final Maturity Date, interest will not end on the day preceding the maturity of the Notes, but only on the day preceding the actual repayment of the Notes.
- 4.4. Calculation of interest for parts of periods: If interest is calculated for a period of less than one year (the "**Interest Calculation Period**"), the calculation is based on the current days in the Interest Calculation Period divided by the number of current days in the Interest Period. The calculation basis is: actual/actual (according to ICMA rules).
- 4.5. Bank Working Day/TARGET2 Business Day: If a repayment date, Interest Payment Date or other payment date arising in connection with the Notes does not fall on a Bank Working Day or on a TARGET2 Business Day, Noteholders are not entitled to payment of principal and interest (unadjusted) until the following Bank

Working Day or on the following TARGET2 Business Day. The Noteholders are not entitled to claim interest or any other compensation for such deferral of payment.

"Bank working day" is a day, on which credit institutions in Vienna and Frankfurt/Main are generally open for public business.

"TARGET2 Business Day" means a day on which the Trans-European Automated Real-Time Gross Settlement Transfer System (TARGET2) is operational.

5. Repayment

- 5.1. Redemption on the Final Maturity Date: Unless the Notes have already been repaid or purchased and cancelled in whole or in part in accordance with sec. 5.2., 5.3. or 8., they will be repaid on 30.11.2029 at par value. With the exception of the provisions of sec. 5.2. and 5.3., the Issuer is not entitled to redeem the Notes before the Final Maturity Date.
- 5.2. Early repayment for tax reasons: If the Issuer is obliged to pay additional amounts (as defined in sec. 7.2.) on the next Interest Payment Date as a result of a change or addition to the tax provisions in the Republic of Austria or as a result of a change or addition to the application or official interpretation of these provisions, and the Issuer cannot avoid this obligation by taking reasonable measures, the Issuer is entitled to call the Notes in full, but not in part, prematurely and to repay them at their Nominal Amount plus any interest accrued up to the date fixed for repayment.

However, such an early termination may not

- (i) with effect earlier than ninety (90) days before the earliest possible date, on which the Issuer would be obliged to pay such Additional Amounts if a payment on the Notes were then due, or
- (ii) if the obligation to pay additional amounts or to withhold or deduct is no longer effective at the time of termination.

The Issuer shall notify the Paying Agent of such an early redemption by registered letter with a notice period of at least thirty (30) days. Such redemption will take effect at the time of its publication, provided that it is announced to the Noteholders in accordance with sec. 12.. It is irrevocable, must specify the date fixed for redemption and must contain a summary statement setting out the circumstances giving rise to the redemption right of the Issuer.

- 5.3. Early repayment for other reasons: From the completed third year of the term of the Notes, the Issuer has the right to call the Notes in full, but not in part, premature 102 % of their Nominal Amount plus interest accrued up to the effective date. However, such an early termination may not take effect earlier than 30.11.2025.

The Issuer shall notify the Paying Agent of such an early redemption by registered letter with a notice period of at least thirty (30) days. Such redemption will take effect at the time of its publication, provided that it is announced to the Noteholders in accordance with sec. 12. It is irrevocable and must specify the date fixed for repayment.

6. Paying Agent, Payments

- 6.1. Paying agent: The Paying Agent for the Notes is Baader Bank AG, Weihenstephaner Straße 4, 85716 Unterschleißheim.
- 6.2. Amendment of the appointment or dismissal: The Issuer reserves the right to change or terminate the appointment of the Paying Agent at any time and to appoint another credit institution domiciled in Austria or the European Union, that is licensed in accordance with the provisions of the Austrian Banking Act (Bundesgesetz über das Bankwesen; Bankwesengesetz – "BWG") or another member state of the European Union and is subject to its provisions as Paying Agent. The Issuer will maintain a Paying Agent until the Notes have been repaid in full. An amendment, removal, appointment or other bill of exchange shall only become effective (except in the event of insolvency of the Paying Agent; in which such an amendment becomes effective immediately) if the Noteholders have been informed of this in accordance with sec. 12. of these Note Terms in advance and within a period of at least thirty (30) and not more than fortyfive (45) days.

- 6.3. Issuer's Paying Agent: The Paying Agent acts exclusively as agent of the Issuer, has no legal relationship with the Noteholders and assumes no obligations towards the Noteholders. No order or trust relationship is established between it and the Noteholders and is therefore under no circumstances responsible to the Noteholders.
- 6.4. Settlement: Payments by the Issuer from capital and interest are carried out via the Paying Agent to the Clearing System or credited to the order of the respective Noteholder. Payments from the Notes shall be deemed timely, if they are credited to the account of the appointed Paying Agent no later than 10:00 a.m. on the fifth banking day prior to their due date. The Issuer is released from its corresponding payment obligation to the Noteholders upon payment to the Paying Agent.
- 6.5. Crediting of interest and repayment payments: The interest and redemption payments are credited via the respective custodian for the Noteholders. Subject to applicable tax, other statutory regulations and provisions, payments regarding the Notes shall be made in Euro.

7. Taxes

- 7.1. Additional Amounts: All payments regarding the Notes shall be made without withholding or deduction at the source of any current or future taxes or other charges of any kind imposed or levied by or in the Republic of Austria or for its account or by or for the account of a local authority or tax authority of or in the Republic of Austria, unless such withholding or deduction is required by law. In this case, the Issuer will pay the additional amounts (the "Additional Amounts") necessary for the net amounts received by the Noteholders after such retention or deduction to equal the amounts that would have been received by the Noteholders without such retention or deduction. It is expressly stated that the Austrian capital gains tax is not a tax within the meaning of this provision for which additional amounts are payable by the Issuer.
- 7.2. However, the obligation to pay Additional Amounts does not apply to such taxes and levies that:
- (a) other than by withholding or deduction at source on payments of principal and interest from the Notes; or
 - (b) are payable because the Noteholder
 - (i) has a tax-relevant connection with the Republic of Austria other than the mere fact, that he is the owner of the Notes, or
 - (ii) receives a payment of capital or interest from the Notes from a coupon paying agent located in the Republic of Austria (within the meaning of § 95 EStG, as amended or any corresponding successor provision); or
 - (c) retained or deducted by a Paying Agent where the payment could have been made by another Paying Agent without the retention or deduction; or
 - (d) after payment by the Issuer in connection with the transfer to the Noteholder; or
 - (e) would not be payable if the Noteholder had properly claimed the relevant payment of principal or interest within thirty (30) days of the respective maturity date; or
 - (f) would be refundable under a Double Taxation Agreement or the tax laws of the Republic of Austria or would be dischargeable at source under Community Law (EU); or
 - (g) by reason of or as a result of
 - (i) an international treaty to which the Republic of Austria is a party to, or
 - (ii) imposed or levied upon a regulation or directive pursuant to or as a result of such an international treaty; or
 - (h) due to a change in law which becomes effective more than thirty (30) days after the due date of the relevant payment or - if the payment is made later - after all amounts due have been duly made available and a notice to that effect in accordance with sec. 12.; or

(i) have been withheld or withdrawn by a Paying Agent pursuant to Directive 2003/48/EC, EU-QuStG, BGBI I No. 33/2004 as amended or other laws, regulations or administrative provisions adopted to implement Directive 2003/48/EC, or

(j) would not be payable by a Noteholder, if he could have obtained tax exemption or a tax refund or a tax credit.

8. Termination by the Noteholders

8.1. Termination: The Noteholders have no ordinary right of termination. This does not affect the right of extraordinary termination by the Noteholders for good cause, in particular, if the events described in sec. 8.2. of the Note Terms occur.

8.2. Extraordinary termination: Noteholders are entitled to terminate in full, but not in part, the Notes for good cause and to demand their immediate repayment at par plus interest accrued up to the day of repayment. Important reasons are, when:

(a) the Issuer does not pay principal or interest within ten (10) calendar days after the respective maturity date; or

(b) the Issuer fails to properly meet any other material obligation under the Notes and the default continues for more than ten (10) calendar days after the Issuer has received notice thereof from a Noteholder; or

(c) (i) a debt of the Issuer or a Material Group Company finally and conclusively determined by an (arbitration) court or administrative authority or (ii) an amount exceeding EUR 5,000,000 (five million Euros) (or the equivalent in another currency) expressly acknowledged by the Issuer is not paid and this default continues for more than four (4) weeks; or

(d) a security provided for a liability of the Issuer is realised by one of the contracting parties, thereby substantially impairing the ability of the Issuer to service its obligations under the Notes; or

(e) the Issuer or an important affiliate ceases to make payments or publicly announces its insolvency or overindebtedness, or offers its creditors a general arrangement for the payment of its debts; or

(f) a court has opened insolvency proceedings against the Issuer and such proceedings have not been terminated or suspended within sixty (60) days or such insolvency proceedings are rejected for lack of cost-covering assets, or if the Issuer makes or offers a general debt arrangement in favour of its creditors; or

(g) the Issuer or a Material Group Company

(i) discontinues all or most of its business activities, or

(ii) sells or otherwise disposes of all or significant portions of its assets, or

(iii) enters into transactions with affiliated companies, that are not customary for third parties, and the net assets, financial position and results of operations of the Issuer deteriorate significantly as a result; or

(h) the Issuer enters into liquidation, unless this occurs in connection with a merger or other form of merger or restructuring and all obligations under these Notes are assumed by the other or new company and the creditworthiness of this company is equal to or higher than that of the Issuer; or

(i) a change of control (as defined below) occurs and this change of control significantly impairs the ability of the Issuer to meet its obligations under the Notes. The Issuer will immediately announce a change of control in accordance with sec. 12. titled "Termination" under this sec. 8.2.

(i) is only valid if the corresponding notice of termination under sec. 8.3 is given within thirty (30) calendar days of the notice of a change of control; or

(j) the Issuer breaches any of its obligations under sec. 2 of these Note Terms and the breach continues for more than ten (10) calendar days after the Issuer has received notice of such breach from a Noteholder.

A "**Material Group Company**" within the meaning of this sec. 8 is a Group Company (within the meaning of § 15 AktG) of the Issuer whose turnover on the basis of the last published Audited Consolidated Financial Statements of the Issuer exceeds 20 % of the consolidated Group turnover of the Issuer.

The right of termination shall lapse, if the reason for termination has been cured before effective exercise of the right of termination under this paragraph. In the cases referred to in paragraphs (a), (b), (c), (e), (f) or (j), a redemption will only take effect, if the Issuer has received redemption notices from Noteholders with a Nominal Amount of at least 10 % of the then outstanding Notes. In all other cases, the notice of termination shall take effect upon receipt of the notice of termination pursuant to sec. 8.3. of this Prospectus.

- 8.3. **Messages:** All notifications of the Noteholders to the Issuer, in particular a redemption of the Notes pursuant to sec. 8.2. must be submitted to the Issuer in writing and in German language. Notices become effective (subject to sec. 8.2.) upon reception by the Issuer. The notification shall be accompanied by proof, that the Noteholder in question is the Noteholders in question at the time of notification. Such proof may be provided by a certificate from the custodian bank or by other suitable means.

9. Statute of limitations

Claims for the payment of interest become time-barred after three years from their due date, claims for the payment of capital become time-barred after thirty years from their due date.

10. Trading

The Company intends to apply for the Notes to be included in the trade on the Vienna MTF operated by Vienna Stock Exchange.

11. Issue of further Notes, purchase, cancellation

- 11.1. **Issue of further Notes:** In addition to issuing further Notes, which do not form a uniform Series with these Notes, the Issuer is entitled - without the consent of the Noteholders - to issue further Notes with the same features (with the possible exception of the Date of Issue, the start of interest and/or the Issue price) at any time in such a way that they form a uniform Series with these Notes.
- 11.2. **Purchase:** The Issuer is entitled to buy Notes on the market or otherwise at any price at any time. The Notes acquired by the Issuer may, at the option of the Issuer, be held by the Issuer, resold or submitted to the Paying Agent for devaluation.
- 11.3. **Cancellation:** All fully repaid Notes must be cancelled immediately and cannot be reissued or resold.

12. Notices

- 12.1. **Communications in electronic form:** In the event, that the Notes are included in the trade on a trading facility, all notifications to the Noteholders shall be deemed to have been duly disclosed, if they are made by electronic means with distribution within the European Union and the country of the respective trading facility on which the Notes are listed, as long as this listing continues and as required by the rules of the respective trading facility. Any such communication shall be deemed to have been made public from the date of the first publication; if publication in more than one electronic form of communication is required, the date on which the announcement was made for the first time in all necessary electronic forms of communication; or
- 12.2. **Other communications:** In all other cases, all notifications concerning the Notes will be made to the Noteholders on the Company's website at <http://www.pv-invest.com>, unless any other form of mandatory publication is prescribed. Any such notification shall be deemed effective on the banking business day following the date of publication.
- 12.3. **Publication on the Company's website:** All notifications pursuant to sec. 12.1. will also be published on the Company's website at www.pv-invest.com at the same time as they are published.

13. Applicable law, place of performance, place of jurisdiction, partial invalidity

- 13.1. Applicable law: The form and content of the Notes and all rights and obligations of the Noteholders and Issuer arising from these Note Terms are subject to Austrian law, with the exclusion of the conflict of laws provisions of the international private law and the UN Sales Convention.
- 13.2. Place of performance: Place of performance is Klagenfurt, Austria.
- 13.3. Jurisdiction: All disputes arising out of or in connection with these Notes (including any disputes in connection with non-contractual obligations arising out of or in connection with the Notes) shall be submitted exclusively to the court having jurisdiction in commercial matters at the registered office of the Issuer.
- 13.4. Place of jurisdiction: For all legal disputes of a consumer arising from or in connection with the Notes (including any disputes in connection with non-contractual obligations arising from or in connection with the Notes) against the Issuer, the competent court at the domicile of the consumer or at the registered office of the Issuer or any other court having jurisdiction under the statutory provisions shall have jurisdiction, at the consumer's discretion.

The general place of jurisdiction in Austria given for legal disputes of a consumer upon conclusion of a contract with a credit institution shall remain in force even if the consumer moves his place of residence abroad after conclusion of the contract and Austrian court decisions in this country are enforceable.

- 13.5. Severability Clause: Should provisions of these Note Terms be or become invalid in whole or in part, the remaining provisions of these Note Terms shall remain in force. Ineffective provisions are to be replaced by effective provisions in accordance with the meaning and purpose of these conditions, the economic effects of which come as close as legally possible to those of the ineffective provisions. This applies mutatis mutandis to any gaps in these Note Terms.

PV-Invest GmbH
as Issuer

Klagenfurt, on 16 November 2022

Mag. Günter Grabner

Mag. Gerhard Rabensteiner

DEUTSCHE ÜBERSETZUNG DER OFFER SPECIFIC SUMMARY

ABSCHNITT 1 EINLEITUNG

Punkt 1.1 Name und internationale Wertpapierkennnummer ('ISIN') der Wertpapiere.

Tranche 1 der Serie 1 der bis zu nominal EUR 10.000.000,- 4,75 % PV-Invest Green Bond 2022-2029, begeben unter dem bis zu EUR 40.000.000,- Angebotsprogramm der PV-Invest GmbH.

ISIN: AT0000A31LR1

Punkt 1.2 Identität und Kontaktdaten des Emittenten, einschließlich seiner Rechtsträgerkennung ("LEI").

Der Emittent ist die PV-Invest GmbH, FN 331809f, Lakeside B07, A-9020 Klagenfurt. Der LEI (Legal Entity Identifier) der Emittentin lautet 529900N7QQWAEGB1D819.

Punkt 1.3 Identität und Kontaktdaten der zuständigen Behörde, die den Prospekt gebilligt hat, und, falls abweichend, der zuständigen Behörde, die das Registrierungsformular gebilligt hat.

Die Luxemburger Finanzmarktaufsichtsbehörde CSSF (Commission de Surveillance du Secteur Financier), 283, route d'Arlon L-1150 Luxembourg - BP, L-2991 Luxembourg (Telefon +352 26 25 1-1; Website: <https://www.cssf.lu>), hat den Basisprospekt als zuständige Behörde gemäß der Verordnung (EU) 2017/1129 gebilligt.

Punkt 1.4 Datum der Billigung des EU-Wachstumsprospekts.

14. November 2022

Punkt 1.5 Warnhinweise.

Diese angebotsspezifische Zusammenfassung wurde gemäß Artikel 15 Absatz 2 der Verordnung (EU) 2017/1129 in Verbindung mit Anhang 23 der Delegierten Verordnung (EU) 2019/980 der Kommission und Anhang II der Delegierten Verordnung (EU) 2019/979 der Kommission erstellt und sollte als Einleitung zum Basisprospekt und den anwendbaren Endgültigen Bedingungen gelesen werden. Jede Entscheidung, in die Schuldverschreibungen der Emittentin zu investieren, sollte auf der Grundlage einer Prüfung des Basisprospekts, einschließlich aller darin durch Verweis einbezogenen Dokumente, und der anwendbaren Endgültigen Bedingungen als Ganzes durch den Anleger erfolgen. Anleger in die Schuldverschreibungen der Emittentin könnten ihr investiertes Kapital ganz oder teilweise verlieren. Wird ein Anspruch im Zusammenhang mit den im Basisprospekt und den in den anwendbaren Endgültigen Bedingungen enthaltenen Informationen vor Gericht geltend gemacht, so könnte der klagende Anleger nach dem nationalen Recht des jeweiligen Mitgliedstaats die Kosten für die Übersetzung des Basisprospekts und der anwendbaren Endgültigen Bedingungen vor Einleitung des Gerichtsverfahrens tragen müssen. Zivilrechtlich haftet nur derjenige, der diese Zusammenfassung, einschließlich einer etwaigen Übersetzung, vorgelegt hat, und zwar nur dann, wenn diese Zusammenfassung irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit dem Basisprospekt und den anwendbaren Endgültigen Bedingungen gelesen wird, oder wenn sie, wenn sie zusammen mit dem Basisprospekt gelesen wird, keine wesentlichen Informationen enthält, die den Anlegern bei der Entscheidung über eine Anlage in die Schuldverschreibungen helfen sollen.

ABSCHNITT 2 WICHTIGE INFORMATIONEN ÜBER DIE EMITTENTIN

Punkt 2.1 Wer ist der Emittent der Wertpapiere?

Die Emittentin ist eine nach österreichischem Recht gegründete Gesellschaft mit beschränkter Haftung. Die Emittentin ist nach dem Recht der Republik Österreich tätig. Sie ist im Bereich der erneuerbaren Energien tätig und ihre Tochtergesellschaften produzieren Strom aus Photovoltaikanlagen und Kraftwerken. Die Emittentin ist auch im Bereich der Kleinwasserkraftwerke tätig.

Die Emittentin steht zu je 28,83 % im Eigentum von (i) der Managementkompetenz UB-Unternehmensberatung GmbH, FN 212078f, Neptunweg 8, A 9020 Klagenfurt, die wiederum im Alleineigentum des Geschäftsführers der Gesellschaft, Herrn Günter Grabner, steht, und (ii) der RGA Beteiligungs GmbH, FN 365147g, Krottendorfer Straße 24, A-9073 Klagenfurt-Viktring, die wiederum zu je 50 % im Eigentum der Gesellschaft steht. Günter Grabner, und (ii) die RGA Beteiligungs GmbH, FN 365147g, Krottendorfer Straße 24, A-9073 Klagenfurt-Viktring, die wiederum zu je 50 % im Eigentum von Frau Anneliese Rabensteiner und Herrn Gerhard Rabensteiner, der auch Geschäftsführer der Gesellschaft ist, steht und (iii) zu 42,34 % im Eigentum der Liechtenstein Invest GmbH, FN 531966 d, Bankgasse 9, A-1010 Wien.

Punkt 2.2 Welches sind die wichtigsten Finanzinformationen über den Emittenten?

Die folgenden ausgewählten Finanzinformationen wurden ohne wesentliche Anpassung aus dem geprüften konsolidierten Jahresabschluss und dem Zwischenabschluss entnommen, sofern nicht anders angegeben:

Gewinn- und Verlustrechnung

	2021	2020	30. Juni 2022	30. Juni 2021
EBIT	EUR 2.463.238	EUR 2.636.094	EUR 2.466.970	EUR 1.068.858

Bilanz

	2021	2020	30. Juni 2022
Anleihen	EUR 23.408.000	EUR 21.753.000	EUR 23.855.000
Bankdarlehen und Überziehungskredite	EUR 21.973.731	EUR 24.642.554	EUR 26.935.363
Sonstige Verbindlichkeiten	EUR 50.202.970	EUR 47.596.690	EUR 53.626.485
Kassenbestand und Bankguthaben	EUR 16.678.734	EUR 13.094.937	EUR 14.878.151

Kapitalflussrechnung

	2021	2020	30. Juni 2022	30. Juni 2020
Nettozahlungsmittel aus betrieblicher Tätigkeit	EUR 6.906.653	EUR 12.803.679	N/A	N/A
Netto-Cashflow aus der Finanzierungstätigkeit	EUR 12.704.936	EUR – 3.191.081	N/A	N/A

Netto-Cashflow aus Investitionstätigkeit	EUR 16.111.733	–	EUR – 4.956.797	N/A	N/A
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Punkt 2.3 Welches sind die Hauptrisiken, die dem Emittenten eigen sind?

Risiken im Zusammenhang mit dem Marktumfeld für grüne Energie

- Es besteht das Risiko, dass ein möglicher Rückgang des derzeit hohen Preisniveaus für konventionelle Energieträger den Preis für Strom aus diesen konventionellen Energieträgern und damit den Gesamtstrompreis senkt, was auch zu einem Rückgang der Einnahmen des Unternehmens führen könnte.
- Die politischen und rechtlichen Rahmenbedingungen für Ökostrom könnten sich ändern.
- Der Wettbewerb mit Stromerzeugern aus anderen erneuerbaren Energiequellen könnte zu einem erhöhten Wettbewerbsdruck führen.
- Ein verstärkter Wettbewerb und eine zunehmende Marktkonzentration könnten zu einem erhöhten Preisdruck führen und die Akquisition neuer Projekte erschweren.

Risiken im Zusammenhang mit der Geschäftstätigkeit der Emittentin

- Die Ertragslage der Emittentin kann durch den Ukraine-Konflikt und die Unterbrechung der Lieferkette negativ beeinflusst werden.
- Es besteht das Risiko einer geringeren Leistung oder höherer Wartungskosten für PV-Anlagen.
- Die Ertragslage der Emittentin kann durch den Ausbruch von COVID-19 negativ beeinflusst werden.
- Es besteht die Möglichkeit von Interessenkonflikten der Verwaltungsratsmitglieder der Gesellschaft im Zusammenhang mit ihren Tätigkeiten in anderen Unternehmen.
- Es besteht ein Risiko aufgrund einer fehlenden externen Kontrolle der Mittelverwendung.

ABSCHNITT 3 WESENTLICHE INFORMATIONEN ÜBER DIE WERTPAPIERE

Punkt 3.1 Was sind die Hauptmerkmale der Wertpapiere?

Die Schuldverschreibungen sind nicht nachrangige, festverzinsliche Schuldverschreibungen der Emittentin. Die Schuldverschreibungen lauten auf Euro und haben einen Nennwert von EUR 1.000,- je Schuldverschreibung. Die Emittentin begibt im Rahmen des vorliegenden Angebots bis zu 10.000 Schuldverschreibungen. Die Laufzeit der Schuldverschreibungen ist vom 01.12.2022 (einschließlich des Tages) bis zum 30.11.2029 (einschließlich des Tages).

Die mit den Schuldverschreibungen verbundenen Rechte sind in den Anleihebedingungen, ergänzt durch die Endgültigen Bedingungen, festgelegt. Insbesondere gewähren die Schuldverschreibungen das Recht auf jährliche Zinszahlungen in Höhe von 4,75%. Darüber hinaus gewähren die Schuldverschreibungen das Recht auf Rückzahlung des Nennbetrags des eingezahlten Kapitals am 30.11.2029 oder, falls die Schuldverschreibungen vorher gekündigt werden, am Tag der Wirksamkeit der jeweiligen Kündigung. Werden die Schuldverschreibungen von der Emittentin gemäß § 5.3 der Schuldverschreibungsbedingungen freiwillig vorzeitig gekündigt, ist das Recht auf Rückzahlung des eingezahlten Nennbetrags nicht ausgeschlossen. 5.3 der Anleihebedingungen freiwillig zurückgezahlt werden, erfolgt dies zu 102% des Nennbetrages. Auf die Schuldverschreibungen findet österreichisches Recht Anwendung.

Die Schuldverschreibungen begründen unmittelbare, unbedingte, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen gegenwärtigen oder zukünftigen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, mit Ausnahme von Verbindlichkeiten, die nach anwendbarem zwingendem Recht vorrangig sind.

Punkt 3.2 Wo werden die Wertpapiere gehandelt werden?

Die Emittentin beabsichtigt, die Einbeziehung der Schuldverschreibungen in den Handel am Wiener MTF der Wiener Börse zu beantragen.

Punkt 3.3 Ist mit den Wertpapieren eine Garantie verbunden?

Mit den Wertpapieren ist keine Garantie verbunden.

Punkt 3.4 Welches sind die wesentlichen Risiken, die den Wertpapieren eigen sind?

- Es bestehen Risiken aufgrund der strukturellen Nachrangigkeit der Schuldverschreibungen gegenüber anderen von der Emittentin und ihren Tochtergesellschaften aufgenommenen Finanzierungen.
- Ein Anstieg der Zinssätze kann dazu führen, dass der Wert der Schuldverschreibungen sinkt.
- Wenn sich die Kreditwürdigkeit der Emittentin verschlechtert, kann dies zu einem niedrigeren Marktwert der Schuldverschreibungen führen.
- Die Verbindlichkeiten aus den Schuldverschreibungen sind durch keine gesetzliche Sicherungseinrichtung gedeckt.
- Die Emittentin kann die Schuldverschreibungen vorzeitig zurückzahlen.

ABSCHNITT 4 WESENTLICHE INFORMATIONEN ÜBER DAS ÖFFENTLICHE ANGEBOT VON WERTPAPIEREN

Punkt 4.1 Unter welchen Bedingungen und nach welchem Zeitplan kann ich in dieses Wertpapier investieren?

Die Schuldverschreibungen werden im Großherzogtum Luxemburg, der Republik Österreich, der Bundesrepublik Deutschland und Slowenien in der Zeit vom 17.11.2022 (einschließlich dieses Tages) bis zum 28.02.2023 (einschließlich dieses Tages) öffentlich angeboten. Die geschätzten Gesamtkosten des Angebots betragen EUR 80.000,-. Mit Ausnahme des Ausgabeaufschlags von 1 % werden den Anlegern von der Emittentin keine Kosten in Rechnung gestellt. Bankübliche Gebühren können anfallen.

Die Schuldverschreibungsbedingungen, die den Endgültigen Bedingungen dieses Angebots beigefügt sind und einen integralen Bestandteil davon bilden, stellen die auf die Schuldverschreibungen anwendbaren Bedingungen des Angebots dar.

Punkt 4.2 Warum wird dieser EU-Wachstumsprospekt erstellt?

Der Nettoerlös aus der Emission der Schuldverschreibungen wird von der Emittentin für den Erwerb oder den Bau neuer Photovoltaik- und Wasserkraftanlagen, insbesondere, aber nicht ausschließlich in Italien, sowie für die Sanierung und Instandhaltung bestehender Kraftwerke verwendet. Die Emission der Schuldverschreibungen dient nicht der Refinanzierung bestehender Schuldverschreibungen der Gesellschaft.

Die geschäftsführenden Direktoren der Gesellschaft üben Organfunktionen in anderen Unternehmen aus. Aus diesen Doppelfunktionen können im Einzelfall potenzielle Interessenkonflikte entstehen. Solche Interessenkonflikte können insbesondere dazu führen, dass unternehmerische Entscheidungsprozesse verhindert oder verzögert werden oder zu Lasten der Anleihegläubiger gehen. Nach Einschätzung der Gesellschaft bestehen derzeit keine Interessenkonflikte zwischen den Verpflichtungen der geschäftsführenden Direktoren gegenüber der Gesellschaft und ihren sonstigen Organfunktionen oder privaten Interessen.

Punkt 4.3 Wer ist der Anbieter und/oder die Person, die die Zulassung zum Handel beantragt?

n.a. Der Anbieter ist der Emittent.

SLOVENSKI PREVOD POSEBNEGA POVZETKA PONUDBE

ODDELEK 1 UVOD

Postavka 1.1 Ime in mednarodna identifikacijska številka vrednostnih papirjev ("ISIN").

Tranša 1 Serije 1 do nominalne vrednosti 10.000.000,- EUR 4,75 % zelene obveznice PV-Invest 2022-2029, izdane v okviru programa ponudbe do 40.000.000,- EUR družbe PV-Invest GmbH.

ISIN: AT0000A31LR1

Postavka 1.2 Identiteta in kontaktni podatki izdajatelja, vključno z njegovim identifikatorjem pravnega subjekta ("LEI").

Izdajatelj je PV-Invest GmbH, FN 331809f, Lakeside B07, A-9020 Celovec. LEI (identifikator pravne osebe) izdajatelja je 529900N7QQWAEGB1D819.

Postavka 1.3 Identiteta in kontaktni podatki pristojnega organa, ki je potrdil prospekt, in pristojnega organa, ki je potrdil registracijski dokument, če se razlikujeta.

Luksemburški organ za finančni trg CSSF (Commission de Surveillance du Secteur Financier), 283, route d'Arlon L-1150 Luxembourg - BP, L-2991 Luxembourg (telefon +352 26 25 1-1; spletna stran: <https://www.cssf.lu>), je kot pristojni organ v skladu z Uredbo (EU) 2017/1129 potrdil osnovni prospekt.

Postavka 1.4 Datum potrditve prospekta EU rast. (Growth – was ist das?)

14. november 2022

Postavka 1.5 Opozorila.

Ta povzetek posebne ponudbe je bil pripravljen v skladu s členom 15(2) Uredbe (EU) 2017/1129 v povezavi s Prilogo 23 delegirane uredbe Komisije (EU) 2019/980 in Prilogo II delegirane uredbe Komisije (EU) 2019/979 ter ga je treba brati kot uvod v osnovni prospekt in veljavne končne pogoje. Vsaka odločitev o naložbi v izdajateljeve obveznice mora temeljiti na preučitvi osnovnega prospekta, vključno z vsemi dokumenti, ki so vanj vključeni s sklicevanjem na veljavne končne pogoje kot celote, s strani vlagatelja. Vlagatelji v obveznice izdajatelja (Notes of the Issuer) lahko izgubijo celoten ali del vloženega kapitala. Če je zahtevek v zvezi z informacijami iz osnovnega prospekta in veljavnih končnih pogojev vložen na sodišču, bo moral vlagatelj tožnik v skladu z nacionalno zakonodajo zadevne države članice morda nositi stroške prevoda osnovnega prospekta in veljavnih končnih pogojev pred začetkom sodnega postopka. Civilna odgovornost se nanaša samo na tiste osebe, ki so predložile ta povzetek, vključno z njegovim prevodom, vendar le, če je ta povzetek zavajajoč, netočen ali neskladen, če se bere skupaj z osnovnim prospektom in veljavnimi končnimi pogoji, ali če skupaj z osnovnim prospektom ne zagotavlja ključnih informacij, ki bi vlagateljem pomagale pri odločanju, ali naj vlagajo v obveznice.

ODDELEK 2 KLJUČNI PODATKI O IZDAJATELJU

Postavka 2.1 Kdo je izdajatelj vrednostnih papirjev?

Izdajatelj je družba z omejeno odgovornostjo, ustanovljena po avstrijski zakonodaji. Izdajatelj posluje v skladu z zakonodajo Republike Avstrije. Deluje v sektorju obnovljivih virov energije, njegove hčerinske družbe pa proizvajajo električno energijo iz fotovoltaičnih elektrarn in drugih elektrarn. Izdajatelj se ukvarja tudi z malimi hidroelektrarnami.

Izdajatelj je v 28,83-odstotni v lasti (i) družbe Managementkompetenz UB-Unternehmensberatung GmbH, FN 212078f, Neptunweg 8, A 9020-Klagenfurt, ki je v izključni lasti direktorja družbe, g. Günterja Grabnerja, in v 28,83 odstotni lasti (ii) RGA Beteiligungs GmbH, FN 365147g, Krottendorfer Strasse 24, A-9073 Klagenfurt-Viktring, ki je v 50 % lasti gospe Anneliese Rabensteiner in gospoda Gerharda Rabensteinerja, ki je tudi direktor družbe, ter (iii) Liechtenstein Invest GmbH, FN 531966 d, Bankgasse 9, A-1010 Wien, v 42,34 odstotni lasti.

Postavka 2.2 Katere so ključne finančne informacije o izdajatelju?

Naslednje izbrane finančne informacije so brez bistvenih prilagoditev povzete iz revidiranih konsolidiranih računovodskih izkazov in vmesnih računovodskih izkazov, razen če je navedeno drugače:

Izkaz poslovnega izida

	2021	2020	30. junij 2022	30. junij 2021
EBIT	EUR 2.463.238	EUR 2.636.094	EUR 2.466.970	EUR 1.068.858

Bilanca stanja

	2021	2020	30. junij 2022
Obveznice	EUR 23.408.000	EUR 21.753.000	EUR 23.855.000
Bančna posojila in prekoračitve stanj na računih	EUR 21.973.731	EUR 24.642.554	EUR 26.935.363
Druge obveznosti	EUR 50.202.970	EUR 47.596.690	EUR 53.626.485
Denarna sredstva v blagajni in bankah	EUR 16.678.734	EUR 13.094.937	EUR 14.878.151

Izkaz denarnih tokov

	2021	2020	30. junij 2022	30. junij 2020
Neto denarna sredstva iz poslovanja	EUR 6.906.653	EUR 12.803.679	N/A	N/A
Čisti denarni tokovi pri financiranju	EUR 12.704.936	EUR – 3.191.081	N/A	N/A
Neto denarni tok pri naložbenju	EUR – 16.111.733	EUR – 4.956.797	N/A	N/A

Postavka 2.3 Katera so ključna tveganja, značilna za izdajatelja?

Tveganja v zvezi s tržnim okoljem za zeleno energijo

- Obstaja tveganje, da bi morebitno znižanje trenutne visoke ravni cen konvencionalnih virov energije lahko znižalo ceno električne energije iz teh konvencionalnih virov energije in s tem splošno ceno električne energije, kar bi lahko povzročilo tudi zmanjšanje prihodkov družbe.

- Politični in pravni okvirni pogoji za zeleno električno energijo se lahko spremenijo.
- Konkurenca s proizvajalci električne energije iz drugih obnovljivih virov energije bi lahko povzročila večji konkurenčni pritisk.
- Večja konkurenca in vse večja koncentracija trga bi lahko povzročila večji pritisk na cene in otežila pridobivanje novih projektov.

Tveganja, povezana z izdajateljevim poslovanjem

- Konflikt v Ukrajini in motnje v dobavni verigi lahko negativno vplivajo na izdajateljeve rezultate poslovanja.
- Obstaja tveganje slabše učinkovitosti ali višjih stroškov vzdrževanja fotonapetostnih sistemov.
- Na izdajateljeve rezultate poslovanja lahko negativno vpliva izbruh bolezni COVID-19.
- Obstaja možnost navzkrižja interesov skrbnikov upravnega odbora družbe v zvezi z njihovimi dejavnostmi v drugih podjetjih.
- Obstaja tveganje zaradi pomanjkanja zunanje nadzora nad uporabo sredstev.

ODDELEK 3 KLJUČNI PODATKI O VREDNOSTNIH PAPIRJIH

Postavka 3.1 Katere so glavne značilnosti vrednostnih papirjev?

Obveznice so nepodrejene obveznice izdajatelja s fiksno obrestno mero. Obveznice so denominirane v evrih z nominalno vrednostjo 1.000,- EUR na obveznico. V tej ponudbi izdajatelj izda do 10.000 obveznic. Veljavnost obveznic je od 01.12.2022 (vključno s tem dnem) do 30.11.2029 (vključno s tem dnem).

Pravice, povezane z obveznicami, so določene v Pogojih za obveznice, ki so dopolnjeni s končnimi pogoji. Obveznice zlasti zagotavljajo pravico do letnih plačil obresti v višini 4,75 %. Poleg tega obveznice zagotavljajo pravico do izplačila nominalnega zneska vplačanega kapitala 30.11.2029 ali, če so obveznice odpovedane pred tem, na dan veljavnosti ustrezne odpovedi. Če izdajatelj prostovoljno predčasno odplača obveznice v skladu s čl. 5.3 Pogojev za obveznice, bo to storjeno v višini 102 % nominalnega zneska. Obveznice ureja avstrijsko pravo.

Obveznice ustvarjajo neposredne, brezpogojne, nezavarovane in nepodrejene obveznosti izdajatelja, ki so enakovredne med seboj in z vsemi drugimi sedanji ali prihodnjimi nezavarovanimi in nepodrejenimi obveznostmi izdajatelja, razen obveznosti, ki imajo prednost v skladu z veljavno obvezno zakonodajo.

Postavka 3.2 Kje se bo trgovalo z vrednostnimi papirji?

Izdajatelj namerava zaprositi za vključitev obveznic v trgovanje na dunajskem MTF, ki ga upravlja Dunajska borza vrednostnih papirjev.

Postavka 3.3 Ali je vrednostnim papirjem priloženo jamstvo?

Vrednostni papirji niso povezani z nobenim jamstvom.

Postavka 3.4 Katera so ključna tveganja, značilna za vrednostne papirje?

- Tveganja obstajajo zaradi strukturne podrejenosti obveznic drugim finančnim sredstvom, ki jih pridobijo izdajatelj in njegove hčerinske družbe.
- Dvig obrestnih mer lahko povzroči zmanjšanje vrednosti obveznic.
- Če se poslabša kreditna sposobnost izdajatelja, lahko to povzroči nižjo tržno vrednost obveznic.
- Obveznosti, ki izhajajo iz obveznic, niso zajete v nobeni zakonski zaščitni shemi.
- Izdajatelj lahko predčasno odkupi obveznice.

ODDELEK 4 KLJUČNE INFORMACIJE O JAVNI PONUDBI VREDNOSTNIH PAPIRJEV

Postavka 4.1 Pod kakšnimi pogoji in v kakšnem časovnem okviru lahko vlagam v ta vrednostni papir?

Obveznice se javno ponujajo v Velikem vojvodstvu Luksemburg, Republiki Avstriji, Zvezni republiki Nemčiji in Sloveniji v času od 17.11.2022 (vključno s tem dnevom) do 28.02.2023 (vključno s tem dnevom). Ocenjeni skupni stroški ponudbe znašajo 80.000,- EUR. Razen emisijske premije v višini 1 % vlagateljem izdajatelj ne zaračuna nobenih stroškov. Običajni bančni stroški se lahko zaračunajo.

Pogoji za obveznice, ki so priloženi končnim pogojem te ponudbe in so njihov sestavni del, predstavljajo pogoje ponudbe, ki veljajo za obveznice.

Postavka 4.2 Zakaj je narejen ta prospekt za EU rast?

Neto izkupiček od izdaje obveznic bo izdajatelj uporabil za nakup ali gradnjo novih fotonapetostnih elektrarn in hidroelektrarn, zlasti, vendar ne samo v Italiji, ter za obnovo in vzdrževanje obstoječih elektrarn. Z izdajo obveznic se ne refinancirajo obstoječe obveznosti družbe iz obveznic.

Direktorja družbe opravljata upravne funkcije v drugih družbah. Zaradi teh dvojnih funkcij lahko v posameznih primerih pride do morebitnih navzkrižij interesov. Takšna navzkrižja interesov lahko povzročijo zlasti preprečevanje ali zavlačevanje postopkov sprejemanja poslovnih odločitev ali škodo za imetnike obveznic. Družba ocenjuje, da trenutno ni navzkrižij interesov med obveznostmi izvršnih direktorjev do družbe in njihovimi drugimi funkcijami v upravnih odborih ali zasebnimi interesi.

Postavka 4.3 Kdo je ponudnik in/ali oseba, ki prosi za uvrstitev v trgovanje?

Ponudnik je izdajatelj.