

Convocational Creditors' Meeting for the  
8,25 %- Bearer bond Nr. 3 von 2010 VN: CH011687766

Carpevigo Renewable Energy AG

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**Carpevigo Renewable Energy AG**

**Convocational Creditors' Meeting with**

**Carpevigo Renewable Energy AG**

**Based in Schaan (Liechtenstein)**

**Business address - Landstraße 34, 9494 Schaan (Liechtenstein)**

Concerning

**8,25-% Bearer bond Nr. 3 from 2010**

**Nominal up to EUR 10.000.000,00 (in words: ten million Euro)**

with 8,25 % interest yearly and duration from 01.09.2010 bis 30.08.2015 divided into 10,000 bearer bonds each with a nominal amount of EUR 1.000,00

VN: CH011687766, ISIN: LI0116877668

(hereinafter referred to as "**partial debenture**" and all partial debentures together the "**bond**")

We invite all bondholders (hereinafter referred to as "**bondholder**") on

**Tuesday 23 July 2013, at 16:00 in**

**Deutschern Rhein**

**Hotel Altenöder Kurt**

**Im Schibboga 11**

**FL-9487 Gamperin-Berndern**

Creditors' Meeting taking place ("**Meeting of Creditors**"). Admission at 15:30.

**Preliminary Remarks**

Liechtenstein personal and company law of 20 January 1926, specifically in the so-called final title of PGR (hereinafter "**SCHLT-PGR**") Basis, the terms of bonds ("**bond terms**") change, in particular, to defer interest and other claims (§ 136 No. 2,3 SCHLT-PGR) and a common representative is ordered to exercise the rights of bondholders (§ 145 SCHLT-PGR).

The company must avoid bankruptcy from this means of reorganization and make use of restructuring. Business activities have dramatically deteriorated in the last year. The solar industry which has been flourishing has become a distressed industry. This negative development has also had an effect on the company that has to date has fulfilled all its bonds obligations on time and in an orderly manner.

There are various causes for the current situation. Last year, there was a dramatically negative development in the business area. Well-known companies had to file for bankruptcy

whereas others have recently cut-back on their divisions (e.g. Bosch and Siemens). The capital market is also holding-back on financing solar stocks or are hardly willing to prolong them. Bank financing for the industry is not feasible at present. The company's core business, financing of existing photovoltaic systems directly and indirectly is not fundamentally in jeopardy, however, due to the reduced refinancing options prolongations are no longer given. Bad weather had an effect during the first six months of 2013. The income from the sale of electricity at the individual plants is around 1/4 lower than last year. The intensive effort which was put in to cover liquidity requirements where the options appeared promising were unfortunately unsuccessful. The aim must be to secure the substance of the company with the intention of adapting to fulfil interest charges and the final repayments. The concept currently being worked out, serves to avoid bankruptcy and break-up. This means that until further notice any payment on the bonds issued must be suspended (Debt moratorium). The rest of the recovery concept should be completed by the end of 2013 It aims to provide the substance created for the investors involved and to hold on to the company. Furthermore, the company will continue to reduce its costs and adapt its structures to the new circumstances.

For this reason, it has been decided that the creditors' meeting should proceed as follows:

**I.**

**Formalities and procedures**

1. The creditors' meeting determines its chairman according to § 132 SCHLT-PGR
2. A notary certifies the list of participants, the negotiation, and resolution of the creditors' meeting (§ 142 SCHLT-PGR).
3. At the beginning of the creditors' meeting, the creditors must prove their eligibility. (Section 129 (1) SCHLT-PGR).
4. Any bondholder can leave the assembly, power of attorney and any instructions must be in writing (§ 131 SCHLT-PGR).

Bondholders can let themselves be represented by an employee of the company. In this case we ask you to contact Mr. Wolfgang Rehse in due course (rehse@cr-energy.li)

5. The meeting of creditors makes its decisions where the principles are not changed, or establish provisions so that the borrowing conditions are not stricter, with an absolute majority of the votes represented (§ 135 Abs. 1 SCHLT-PGR). This majority is calculated in all cases according to the face value of the capital represented (§ 135 Abs. 2 SCHLT-PGR).

The deferral and amendment of interest and repayment conditions, as well as the change of the power of attorney of the joint representative, requires according to § 136 SCHLT-PGR the consent of at least three-quarters of the representatives of the circulation of capital.

The resolutions, for which approval requires a three-quarters majority, are only effective and also binding for the non-consenting creditors if they are dated and have been approved by the District Court as the probate authority in non-litigation proceedings (Section 138 (1) SCHLT-PGR). The company makes these resolutions at its own expense within one month before coming to the regional court for approval (§ 138 Abs. 2 SCHLT-PGR).

6. A request for a deferral or a change in the interest and repayment terms may only be properly drawn up based on the date of the creditors' meeting status and, if necessary, from the existing one. Auditors certify it as correct and for a maximum of six months the balance sheet completed by the debtor and the assembly should be consulted (§ 139 SCHLT-PGR).

7. Any resolution that has come about that changes the terms and conditions of the bond is, as far as possible, mentioned in the Liechtenstein official gazette and also made known in the Liechtenstein Fatherland (§ 143 SCHLT-PGR).

8. Bondholders who have not consented may have a judicial waiver of a decision that was reached within one month from the day of the first publication notice (in whatever body) by proving that the decision taken was made dishonestly or contrary to the provisions of the law (§ 144 SCHLT-PGR).

## II.

### **Agenda and Resolutions Proposed**

The company proposes a debt moratorium under agenda item 1 to resolve a debtor warrant as follows:

- 1. Resolution for a change to the bond conditions, in particular concerning a deferral of the repayment of the bearer bond for up to 3 years, a change in the interest rate, a change in the nominal interest rate (Interest rate cut) and the exclusion of early termination options as well as an exercise of options.**

The company proposes to establish that the creditors' meeting is properly convened.

The society proposes a debt moratorium (with a debtor warrant) with a term of no more than 3 years to resolve as follows:

### **Debt moratorium**

1.1 Instead of the previous interest due dates and interest rate, a lower interest rate and a change in loan terms will take effect. Due dates are as follows:

Instead of the previous interest due dates and the amount of interest as well as the amount of the repayment of the bond according to the conditions, a lower interest rate and a change in the due dates as well as an increase in the repayment amount will occur as follows:

- For the year 2013, any further interest payments will be recorded by the company as unpaid,. Open interest claims from the company will be deferred until 30 June 2016 at the latest

- For 2014, a new interest rate of 2 % p. a. is set. Pay-out for the new interest rate is due on 30 August 2014

- For 2015, a new interest rate of 2.5 % p. a. is set. Pay-out for the new interest rate is due on 30 August 2015

.- For 2016, a new interest rate of 3 % p. a. is set. Pay-out for the new interest rate is due on 30 June 2016

1.2 In place of the previous final maturities and any others that may arise, the due date of any claims of the creditors is 30 June 2016. This is legally the earliest possible due date for (in addition to interest) claims. This also applies in particular to claims for repatriation and repayment or performance based on agreed or statutory options, termination or other separate rights of the bondholders. The exercise of such rights will become effective when this resolution takes effect on 30 June 2016

### **Debtor warrant**

1.3 The company will work on a reorganization concept to develop an early termination of the moratorium by December 31, 2013 to be discussed in another creditors' meeting.

1.4 The company is instructed to continuously check from 1.1.2014 whether the economic situation and the restructuring concept allows higher interest payments, repayments or other payments to creditors beyond the above set percentage points.

1.5 The early termination of the debt moratorium or increased payments according to this debtor warrant expressly represent declarations of intent. The economic decision is left to the company's discretion effectively unless another meeting of creditors determines otherwise

## **2. Resolution on the appointment and selection of a joint bondholder representative (§ 145 SCHLT-PGR).**

The company proposes the appointment of a joint bondholder representative. Should a representative be appointed after a decision is made with a corresponding majority, they

also proposes a suitable deputy representatives from the ranks of the bondholders present or select a representative who will accompany them on the proposed remediation path.

The liability of the joint representative should be based on wilful intent and gross negligence and be limited to a maximum of EUR 1 million (in words: one million Euro)

### **III.**

#### **Summary and miscellaneous**

This results in the following agenda proposed by the company:

- 1. Determination of the proper convocation of those appearing**
- 2. Checking the authorization**
- 3. Determination of the quorum**
- 4. Debt moratorium with a debtor warrant**
- 5. Appointment of a joint representative of the bondholders**
- 6. Any other business/applications from bondholders**

Bondholders can apply for new items to be passed and to be put on the agenda. This request must be prepared 14 days before the company meeting and sent to the company at the address: Landstrasse 34, 9494 Schaan (Liechtenstein) or by e-mail at [rehse@cr-energy.li](mailto:rehse@cr-energy.li) (Proof of authorization is required in text form). Proof of eligibility - and any other inquiries should be sent to the same address. The current status of ongoing restructuring efforts should be received in writing before and during the meeting.

Schaan, 05.07.2013

**Carpevigo Renewable Energy AG**

The Board of Directors