



SOLTEC POWER HOLDINGS, S.A. (the “**Company**” or “**Soltec**” and, together with its subsidiaries, the “**Soltec Group**”), pursuant to Article 227 of Law 6/2023, of 17 March, on Securities Markets and Investment Services, hereby communicates the following

OTHER RELEVANT INFORMATION

Soltec announces that, with the aim of securing the resources necessary to continue financing the development of the projects within the Energy perimeter and, in this way, ensuring the maintenance of its value, Soltec CAP, S.L.U. has entered into a financing agreement (the “**Financing Agreement**”) with DVCP I RAIF SICAV SCA – DVCP Renewable, the Company’s main shareholder, for a maximum amount of €2,500,000, intended to finance the development costs of the portfolio of solar assets of Soltec CAP, S.L.U. and its subsidiaries. The signing of this agreement takes place in a context in which, due to various factors, the general market situation of the business unit related to the development, management and sale of renewable assets, whose parent company is Soltec CAP, is not evolving as expected at the time the restructuring plan was implemented in December 2025. Among the factors mentioned above, the following stand out: the oversupply of energy relative to demand, the lack of investment in grids to facilitate greater renewable penetration, delays in the deployment of batteries, regulatory changes and tensions in the supply chain.

The signing of the Financing Agreement has been approved by the Board of Directors at its meeting of 31 July 2026, following receipt of the report of the Audit Committee, which is attached as an annex, and without the participation in the decision of the proprietary directors appointed at the proposal of DVCP I RAIF SICAV SCA – DVCP Renewable, counterparty to the transaction. The disbursement of the Financing Agreement will be made through three successive drawdowns for a total amount of €2,500,000: €750,000 within two (2) business days following the signing date, €1,000,000 on 30 September 2026 and €750,000 on 31 October 2026. The Financing Agreement accrues a fixed interest rate of 10% per annum on the principal drawn, and its maturity date will be 5 July 2028, without prejudice to the possibility of early maturity should the amounts owed under the financing arrangement entered into with Pino Investments, SCA (“**Incus**”) have been previously repaid in full, and without prejudice to the priority described in item (ii) of the following paragraph.

Concurrently with the signing of the Financing Agreement, Incus (the main creditor of the Energy perimeter companies) has entered into a consent and waiver letter (the “**Share Waiver Letter**”) with Soltec CAP, Soltec Asset Management, S.L.U., Soltec Development, S.A.U. and the Company, pursuant to which Incus (i) has consented to the execution of the Financing Agreement, (ii) has agreed that the proceeds obtained from the sale of the Pedra and Araxá projects shall be allocated, in the first place, to the repayment of the Financing Agreement, and (iii) has waived compliance with certain obligations and covenants under its credit agreement.



Molina de Segura (Murcia), 31 July 2026.

Mr. Mariano Berges del Estal
Chief Executive Officer



ANNEX

REPORT OF THE AUDIT COMMITTEE OF SOLTEC POWER HOLDINGS, S.A. ON A CREDIT AGREEMENT BETWEEN SOLTEC CAP, S.L.U. (AS BORROWER) AND DVCP I RAIF SICAV SCA – DVCP RENEWABLE (AS LENDER) TO BE ENTERED INTO ON OR AROUND LATE JULY 2026

This report is issued by the Audit Committee of Soltec Power Holdings, S.A. (the “**Company**” or “**Soltec**”) for the purpose of complying with the provisions of Article 529 duovicies of Royal Legislative Decree 1/2010, of 2 July, approving the restated text of the Spanish Capital Companies Act (“**LSC**”), in relation to the forthcoming execution by its subsidiary, SOLTEC CAP, S.L.U. (“**the Borrower**”), of a credit agreement (“**the Credit Agreement**”) with DVCP I RAIF SICAV SCA – DVCP Renewable (“**the Lender**”), as a related party of the Borrower under Chapter VII Bis of the LSC, by virtue of being the Company’s current majority shareholder.

In the unanimous opinion of this Audit Committee, the Credit Agreement constitutes a fair and reasonable transaction from the standpoint of the Company and the shareholders other than the Lender. In reaching this opinion, all the key terms of the Credit Agreement (set out in the executive summary contained in the ANNEX) have been considered in light of the financing transactions previously obtained by the Company, as well as the absence of other financing alternatives on terms more favourable to the Company than those provided by the Credit Agreement.

This report has been prepared by all the members of the Company’s Audit Committee, without the participation of any representative of the Lender.

This report will be submitted to the Company’s Board of Directors at the meeting scheduled for 31 July 2026.

Madrid, 30 July 2026

ANNEX

Executive Summary — CAP Credit Agreement

Soltec CAP, S.L.U. / DVCP I RAIF SICAV SCA – DVCP Renewable · Prepared for the Audit Committee.

1. Parties to the agreement

Borrower	Soltec CAP, S.L.U.
Lender	DVCP I RAIF SICAV SCA – DVCP Renewable

2. Main economic terms

Loan amount (Total Commitments)	€2,500,000
Purpose	To finance the development costs of the Borrower's portfolio of solar assets and those of its subsidiaries. Expressly excluded: repayment of the "Incus Financing".
Availability period	From the Effective Date until 15 October 2026.
Term / Maturity Date	The later of (i) 5 July 2028 and (ii) full repayment of the "Incus Financing".
Interest rate	Fixed: 10% per annum on the principal drawn, calculated on a 360-day basis (Actual/360).
Default interest	Applicable interest rate + 200 basis points (2%) per annum; monthly capitalisation in accordance with Article 317 of the Commercial Code.
Amortisation	Single payment at maturity (bullet) of the amount drawn.

3. Prepayment

- Voluntary: Not permitted
- Mandatory partial: for the amount of the proceeds (Disposal Proceeds) received by any Energy Perimeter company from a "Permitted Disposal", within a period of 2 business days.

- Cash Sweep: The Borrower must allocate part of its excess cash to early amortisation of the loan when it exceeds certain thresholds (€7 million in 2026 and €6 million in 2027), applying up to 100% of the excess over €10 million. This only applies if the LTV is $\leq 70\%$ and the debt service reserve account (DSRA) is duly funded.

4. Undertakings in favour of Incus

- The Lender may not vote for, support, promote or participate in any restructuring plan of the Borrower affecting Incus, unless Incus has previously approved or supported it.
- Nor may it amend, waive or render ineffective these obligations without the prior written consent of Incus.
- Any total or partial breach will give rise to an automatic penalty of €0.5 million in favour of Incus.
- Payment of the penalty does not exempt the Lender from complying with its obligations, nor does it limit Incus's right to demand compliance and claim additional damages.

5. Key events of default

- Non-payment of any amount due, not remedied within 3 business days.
- Use of funds for purposes other than those agreed (financing the development of solar assets).
- Breach of other material obligations under the agreement (with a 15-business-day cure period, except for anti-corruption and sanctions clauses, which are not curable).
- False or misleading statements (misrepresentation) in material respects.
- Commercial cross default ($> €10,000,000$) or financial cross default ($> €8,000,000$) of Energy Perimeter companies.
- Insolvency, net equity below half of share capital, or commencement of insolvency/restructuring proceedings.
- Attachment or enforcement proceedings by third parties over assets exceeding €10,000,000.
- Illegality or loss of validity/effectiveness of the finance documents.
- Cessation of, or substantial change in, the activity or corporate purpose; relocation of the registered office outside Spain.
- Qualified, adverse or disclaimed audit opinion.
- Material litigation or claims ($> €10,000,000$) with a final judgment against the relevant company.
- Occurrence of a Material Adverse Effect not remedied within 15 business days.
- Consequence: upon an unremedied Event of Default, the Lender may declare the total or partial early maturity of the loan, requiring repayment within 5 business days of notification.

6. Key undertakings

- Prohibition on incurring new financial indebtedness, except as permitted (Permitted Financial Indebtedness).
- Restrictions on dividend distributions, off-market related-party transactions, and transactions with Restricted Parties/sanctioned persons.
- Enhanced periodic financial reporting obligations and notification of any Default.
- Compliance with anti-corruption and international sanctions regulations, classified as an essential obligation under the agreement.
- Subordination of the debt: All of the Borrower's obligations under this agreement are subordinated to the financing granted by Incus. Accordingly, this loan may only be serviced once the obligations owed to Incus have first been satisfied, except for the mandatory early amortisation set out in Clause 9.
- Restriction on actions between the parties: While the Incus financing has not been repaid in full, neither the Lender nor the Borrower may terminate the agreement, demand rights arising therefrom, or claim or make payments of principal, interest or other amounts (except as provided in Clause 9).
- No security: The parties expressly confirm that this loan does not, and will not, benefit from any personal or in rem security of any kind.
- Limitation on amendments: Until the Incus financing has been repaid in full, the agreement may not be amended, novated, assigned or sub-participated without the prior written consent of Incus.
- Direct rights of Incus: A stipulation in favour of a third party is established for the benefit of Incus, allowing it to directly demand compliance with these obligations and to take the necessary actions to protect its interests, in accordance with Article 1257 of the Spanish Civil Code.

7. Governing law and jurisdiction

- Spanish law (common law regime – Derecho Común).
- Exclusive submission to the courts and tribunals of the city of Madrid. The agreement will be executed by means of a notarised commercial instrument (póliza intervenida por notario).