SOLTEC POWER HOLDINGS, S.A. (the "**Company**" or "**Soltec**" and, together with its subsidiaries, the "**Soltec Group**"), in accordance with the provisions of Article 17 of Regulation (EU) No. 596/2014, of April 16, 2014, on market abuse and Article 226 of Law 6/2023, of 17 March, on Securities Markets and Investment Services, hereby communicates the following

INSIDE INFORMATION

In relation to the communications of inside information and other relevant information dated July 26, 2025, September 24, 2025, November 7, 2025 and December 1, 2025 (with registration numbers 2832, 2902, 2993 and 3021, respectively), related to the restructuring process of (i) the commercial and financial debt incurred by the companies belonging to the Industrial Division of the Soltec group, and (ii) the financial debt incurred by the companies belonging to the Energy Division of the Soltec group (collectively, the "**Restructuring**"), the Company informs that:

(i) On July 24, 2025, Soltec and its subsidiary Soltec Energías Renovables, S.L.U. ("**SER**" and, jointly with Soltec, the "**Debtors**"), DVCP I RAIF SICAV SCA – DVCP RENEWABLE (the "**Investor**"), Grupo Corporativo Sefrán, S.L. ("**Sefrán**") and Valueteam, S.L. ("**Valueteam**" and, jointly with Sefrán, the "**Shareholders**"), Palmer Agency Services (Spain), S.L. (the "**Restructuring Agent**"), as well as various creditors of the Soltec Group ("**Original Participating Creditors**"), among others, entered into a restructuring plan (the "**Industrial Restructuring Plan**") for the purposes of:

a. Restructuring the debt affected by the Industrial Restructuring Plan (the "**Affected Debt**") to guarantee the viability of each of the Debtors (and the rest of SER's subsidiaries, which make up the so-called "**Industrial Division**", which have granted personal and real guarantees in relation to such debt) in the short and medium term and thus avoid their insolvency;

b. Dissolving and liquidating those companies of the Soltec Group that, on the date of formalisation of the Industrial Restructuring Plan, were inactive;

c. Remediating the financial situation of those companies of the Soltec Group that, in accordance with the regulations of their jurisdiction, are in a situation of equity imbalance;

d. Enabling the Investor to enter the Company's share capital (in the terms included later in this communication);

e. Providing the Soltec Group with the necessary liquidity to be able to comply with the business plan incorporated into the viability plan on which the Industrial Restructuring Plan is based (the "**Viability Plan**"); and

f. Guaranteeing the sustainability of the Affected Debt in each of the Debtors and adapting its repayment to the capacity of each Debtor to generate cash, in accordance with the provisions of the Viability Plan.

The Industrial Restructuring Plan was approved on September 22, 2025, by means of order number 00671/2025 issued by the Commercial Court No. 2 of Murcia, which has become final. Having obtained the judicial approval of the Restructuring Plan and having elapsed the period for challenges without any of the affected non-adhering creditors having contested, all the affected creditors became participating creditors by virtue of each and every one of the affected claims and, therefore, were bound by the stipulations of the Restructuring Plan.

(ii) On November 6, 2025, Soltec, as sponsor and subordinated creditor, SER, as subordinated creditor, Soltec Cap, S.L.U. ("**CAP**"), as debtor, and Pino Investments S.C.A. ("**Pino Investments**"), as senior creditor, entered into a restructuring plan (the "**Energy Restructuring Plan**") and, together with the Industrial Restructuring Plan, the "**Energy Restructuring Plans**") in relation to the energy division of the Soltec group (the "**Energy Division**") for the purposes of (i) allowing certain intra-group loans to be injected into the operating companies of the energy division of the Soltec group and pledged in favour of the Investor; (ii) modifying the scope of certain reporting obligations assumed by CAP vis-à-vis Pino Investments; and (iii) novating the financing agreement entered into on January 5, 2023 by CAP, as principal debtor, and Pino Investments, as lender, among others (the "**Incus Financing Agreement**"), to include the following modifications, previously agreed with the Investor:

a. <u>2025 interests</u>: interest accrued and not paid from July 8, 2025 to the date of signing the Energy Restructuring Plan is capitalized on the Effective Date, and interest accrued from the date of signature until December 15, 2025 will be capitalized on that date.

b. <u>2026 interests</u>: Cash Interest accrued from December 15, 2025 to December 15, 2026 will be paid according to the following:

- In the event that an interest payment date occurs without any income having been obtained from the sale process regulated in the Incus Financing Agreement, such interest amount may, at CAP's option: (i) be paid on the corresponding interest payment date; or (ii) remain pending payment and therefore be considered as an increase in outstanding principal, in which case it will accrue new interest, under the same terms and conditions applicable to the principal of the loan;

- In the event that income is earned from the sale process after one or more interest payment dates have occurred, the income from such sale process shall be applied to the interest outstanding on the date on which the sale process is completed and to the interest that has been generated by such interest (as an increase in principal); and

- In the event that the sale process is completed before one or more interest payment dates in 2026 take place, the interest payable on those dates will be capitalized.

c. <u>Subordinated debt</u>: Soltec must grant CAP a subordinated loan for an amount of up to €5,000,000 (the "**New Subordinated Loan**").

- Clause 7.5 (*Cash Sweep*) of the Incus Financing Agreement shall not apply to amounts obtained from the New Subordinated Loan on the first interest payment date following the disbursement of the New Subordinated Loan.

- The credit rights derived from the New Subordinated Loan will not be pledged in favour of Pino Investments.

- The credit rights derived from the New Subordinated Loan will be pledged in favour of the entity acting as creditor under the Investor Credit.

- The funds of the New Subordinated Loan may only be used to meet operating costs within the CAP group or its subsidiaries and may not be lent to third parties.

d. <u>EPC Brazil Funds</u>: Soltec, provided that there is insufficient cash in Soltec Brasil, shall inject the following amounts (in addition to those regulated under the New Subordinated Loan) into Soltec Brasil: (i) €1,818,068 (the "**EPC Injection - Energy Perimeter**") so that said company can pay Usina De Energía Fotovoltaica de Pedranópolis Ltda and Usina de Energía Fotovoltaica de Araxá Ltda (the "**Brazilian SPVs**") certain indemnities due under EPC contracts entered into with them; and (ii) €3,200,000 (or such lesser amount as may be confirmed by the Chief Restructuring Officer (as defined below) by means of a certificate signed by the Chief Restructuring Officer certifying that the reduction in said amount corresponds to the amounts advanced for the payment of the items indicated in the list attached to the Energy Restructuring Plan as a "Punch List", in order for such company to comply with its obligations under the relevant EPC contracts (the "**EPC Industrial Perimeter Injection**") and, together with the EPC Energy Perimeter Injection, the "**EPC Injection**").

e. <u>EPC Injection disbursement control</u>: the EPC Injection disbursement will be part of a specific fund flow acceptable to Pino Investments and will be monitored by the Chief Restructuring Officer (the "**CRO**"), who is appointed by SER for the purpose of monitoring the implementation of the restructuring of the industrial division of the Soltec Group.

The Energy Restructuring Plan was approved on November 27, 2025, by order number 0001051/2025 issued by the Commercial Court No. 2 of Murcia, stating, for the appropriate purposes, that all the credits affected under the Energy Restructuring Plan voted in favor of it.

(iii) Today, having fulfilled or waived all the conditions precedent for the implementation of each of the Restructuring Plans (as these conditions are defined under each of these plans), Soltec, together with the rest of the parties to the Restructuring Plans, have signed and, where appropriate, made public, the documents agreed to carry out the implementation of the global Restructuring of the commercial and financial debt incurred by the Soltec Group (collectively, the "**Documents**" or the "**Implementation Documents**").

Among the Implementation Documents signed, the following stand out, among others:

A. Industrial Division

(i) Syndicated financing agreement entered into, among others, SER and the Affected Creditors[1] (the "**SER's Syndicated Loan Agreement**"). The SER Syndicated Loan Agreement includes the new terms and conditions applicable to the amounts due and not paid by the Soltec group under the debt affected by the Industrial Restructuring Plan.

The total amount of financing under the contract is €41,510,214, distributed in accordance with the following tranches:

a. Tranche A, for an amount equivalent to the amount of €14,159,182.89 and consisting of a "Subtranche A1" equivalent to the amount of €4,491,107.64 and a "Subtranche A2" equivalent to the amount of €9,668,075.26;

b. Tranche B, for an amount equivalent to the amount of €19,377,223.08;

c. Tranche C, for an amount equivalent to the SER guarantees executed on the date of signing the Industrial Restructuring Plan and amounting to the amount of €7,820,137.02; and

d. Tranche D, for the amount of the executions of the SER guarantees that have taken place after the date of signing of the Industrial Restructuring Plan and which amounts to the amount of €153,670.84.

The amount outstanding under each tranche of the financing shall accrue until the final maturity date (i.e. December 31, 2031), interest in accordance with the following interest rates:

a. Tranche A: 0%

b. Tranche B: EURIBOR (6 months) + 2.5% per annum

c. Tranche C: EURIBOR (6 months) + 2.5% per annum

d. Tranche D: EURIBOR (6 months) + 2.5% per annum

(ii) New syndicated guarantee facility agreement signed by, among others, SER, Soltec and those Affected Creditors who have agreed to provide new guarantees to the Industrial Division of the Soltec Group (the "**New Guarantee Facility**"), for the

[1] "Affected Creditors" shall be understood **as** those creditors (both participants and non-participants) whose claims have been affected by the Industrial Restructuring Plan.

purposes of agreeing on the terms and conditions for the issuance of new guarantees for an amount of up to €12,000,000.

The guarantees may be structured as guarantee, advance and/or compliance guarantees and will be specifically linked to projects, contracts or operations previously identified by the CRO designated by SER, in accordance with the provisions of the Industrial Restructuring Plan.

(iii) Agreement to extend the existing syndicated guarantee facility agreement entered into, among others, SER, Soltec and the Affected Creditors (the "**Extension of the Existing Guarantee Facility**"), the purpose of which is to modify certain terms and conditions of the existing Guarantee Facility, to allow the issuance of new guarantees (as old guarantees are cancelled) under it for a maximum amount of up to €23,000,000.

Specifically, the purpose of the Extension of the Existing Guarantee Line is twofold:

a. <u>Guarantees already issued under the syndicated Revolving Guarantee Facility</u>: extension of their maturity up to a maximum of 4 years from the Effective Date, extendable for an additional year subject to a series of conditions.

b. <u>New guarantees to be issued</u>: the deadline for the issuance and delivery of new guarantees in favour of new beneficiaries and projects is extended, to the extent that the guarantees already issued and not executed after 24 July 2025 are cancelled, until a maximum joint amount of risk assumed by the guarantor entities of €23,000,000 is reached.

(iv) New agreement between creditors signed by the Affected Creditors, SER and Loan Partners, S.L., as Agent and Guarantee Agent (the "**Creditor Agreement**").

(v) Letter signed by SER, certain Affected Creditors and Sefrán (the "**Success Fee Letter**") for the purpose of establishing a "Success Fee" in favor of Sefrán and certain financial and commercial creditors participating in the New Guarantee Line and in the extension of the syndicated Revolving Guarantee Facility. This fee will be accrued based on the value of the equity of the Soltec group's industrial perimeter as of December 31, 2028, in accordance with the formula provided for in the letter of success fee. In a maximum accrual scenario, the amount of the commission could amount to €25 million payable over a period of 3 years, which would represent a significant cash outflow for the Group if the planned objectives are met.

(vi) Credit agreement entered into by Soltec and the Investor (the "**Investor Credit**"), by virtue of which the Investor has granted Soltec a credit for an amount of 15 million euros, of which 10 million euros will be available on the Effective Date and the remaining amount is estimated to be drawn in two tranches: a first tranche of 2.5 million euros to be drawn on the date that falls 6 months after the date of the initial drawdown and a second tranche of 2.5 million euros to be drawn on the date that falls 12 months after the initial drawdown.

The Investor Credit will be amortized in a single installment payable in five (5) years from the Effective Date and will accrue interest at the interest rate applicable in each period in accordance with the following:

a. During the first 12 months from the first drawdown: EURIBOR + 11% per annum.

b. For the next 12 months: EURIBOR + 12% per annum.

c. For the rest of the life of the Investor Credit: EURIBOR + 13% per annum.

In addition, and in relation to the Industrial Division, among the rest of the Implementation Documents described above, different guarantees have also been extended and ratified, as well as new guarantees have been granted in favor of the Affected Creditors, which include, among others, pledges of different rank on credit accounts, lines of credit, intra-group credit rights and other credit rights on customers.

B. Energy Division

(i) Syndicated financing agreement, entered into, among others, Soltec, Soltec Development, S.A.U. ("**DEV**") and certain Affected Creditors (the "**DEV Framework Agreement**"), which aims to restructure in a single financing agreement the working capital lines with which DEV financed its operations. The total amount of financing under the contract is €2,821,706.56, distributed in accordance with the following tranches:

a. Tranche A, for an amount equivalent to the amount of €1,009,875.

b. Tranche B, for an amount equivalent to the amount of €897,875.59.

c. Tranche C, for an amount equivalent to €913,955.97.

The interest rate applicable to each tranche will be:

a. Tranche A: (i) EURIBOR 6 months + 1.25% per annum plus (ii) a PIK interest of 3.75% per annum, which is added to the principal at the end of each Interest Period.

b. Tranche B: EURIBOR 6 months + 2.50% per annum.

c. Tranche C: EURIBOR 6 months + 2.50% per annum.

(ii) Modifying and non-extinguishing novation agreement of a credit agreement entered into by DEV and Sefrán (the "**Sefrán Novation Agreement**") by virtue of which the credit line signed between both parties on January 26, 2022 (the "**Sefrán Credit**") has been novated in the following terms:

a. Removal of 100% of the interest accrued on the Sefrán Credit and pending payment by DEV, which amounted to €40,714.

b. Write-off of the outstanding principal of the 40% credit, i.e. €3,290,005, and conversion of the amount of the post-write-off loan (i.e. €4,935,007) into a subordinated participative loan.

c. Establishment of a new ordinary repayment schedule in a single installment (*bullet*) in December 2031.

d. Establishment of an ordinary interest rate consisting of the application of a margin of 2.5% to the 6-month EURIBOR that will be fully capitalized (PIK) and added to the outstanding principal.

In relation to the Energy Division, among the rest of the Implementation Documents described above, Soltec and/or its subsidiaries have also granted, extended and ratified different pledges on assets of the Soltec group (including shares and credit rights derived from bank accounts) in favor of Pino Investments.

The effectiveness of all the Implementation Documents has been conditional, by virtue of a deed of signature protocol granted today (the "**Closing Deed**"), on the completion of the following closing actions (the "**Closing Actions**"):

(i) The release by Banco Santander in favour of Soltec of the amount of €30,000,000 that will be deposited tomorrow as a disbursement of the Capitalizable Loan (as defined below) in the account called "escrow account" opened by Soltec in Banco Santander, under the terms established in the escrow agreement signed on 3 November 2025 between Banco Santander, the Investor and Soltec;

(ii) Soltec's bank transfer in favour of SER for an amount of €5,000,000;

(iii) The payment of the fees of certain advisors of the different parties to the Implementation Documents;

(iv) The execution by Soltec of a bank transfer in favour of CAP for the amount of €5,000,000;

(v) The execution by Soltec of a bank transfer in favour of SER for the amount of €29,575,686.18;

(vi) The making of bank transfers in favour of Usina De Energía Fotovoltaica de Pedranópolis Ltda and Usina de Energía Fotovoltaica de Araxá Ltda (subsidiaries of Soltec) for an aggregate amount of €1,818,068.

Once compliance with the Closing Actions has been accredited, the Notary authorizing the Closing Deed will declare:

(i) The occurrence of the Effective Date (as that term is defined in the Industrial Restructuring Plan);

(ii) The occurrence of the Effective Date of the Energy Restructuring Plan (as that term is defined in the Energy Restructuring Plan) and the effectiveness of the novation of the Incus Financing Agreement; and

(iii) The full legal effectiveness and entry into force of all Implementation Documents signed under the Closing Deed.

For the purposes of the above, it is expected that tomorrow and in accordance with the Industrial Restructuring Plan, the Investor will make a disbursement of €30,000,000 under the Capitalizable Loan (defined below), which will be capitalized through the subscription of new ordinary shares of Soltec, which will represent 80% of the capital (the "**Capital Investment**"). In particular, within the framework of operations related to Capital Investment, the following operations will be carried out:

(i) Capitalizable loan: the Investor and Soltec entered into a loan on July 24, 2025 for an amount of €30,000,000, the disbursement of which was subject to the same conditions precedent to which the implementation of the Industrial Restructuring Plan (the "**Capitalizable Loan**") was subject. Once it is disbursed, which is expected to take place tomorrow, the repayment of the Capitalizable Loan will be carried out by fully compensating it through the Capital Increase, as described below.

(ii) Capital reduction: Soltec's share capital will be reduced by a total amount of €18,277,343.40, without the return of contributions to Soltec's shareholders and in order to provide an unavailable voluntary reserve, by reducing the nominal value of all its shares currently outstanding, which shall be reduced from a nominal value of €0.25 per share to a nominal value of €0.05 per share (the "**Capital Reduction**").

(iii) Capital Increase: simultaneously with the Capital Reduction, a capital increase will be carried out to offset the credit derived from the Capitalizable Loan in accordance with the provisions of article 301 of the Capital Companies Act (the "**Capital Increase**"), by virtue of which the Company's share capital will be increased by a nominal amount of €18,277,343.40, thus reaching the total figure of €22,846,679.25 (i.e., the amount of capital immediately prior to the execution of the capital reduction), through the issuance of 365,546,868 new ordinary shares of Soltec (the "**New Shares**").

The Capital Reduction and the Capital Increase were approved by the Extraordinary General Meeting of Shareholders of the Company held on September 1, 2025, under the sole item of its agenda and will be executed by the Board of Directors of the Company by virtue of resolutions adopted tomorrow that will be made public by means of the appropriate deed (the "**Deed of Reduction and simultaneous Capital Increase**").

Soltec will notify the market of any news that occurs in relation to the fulfillment of the Closing Actions (and the corresponding perfection of the Restructuring) as well as the granting and registration of the Deed of Reduction and simultaneous Capital Increase in the Mercantile Registry and the admission to trading of the New Shares.

In Molina de Segura (Murcia), on December 11, 2025.

Mr. Mariano Berges del Estal
Chief Executive Officer