Qualified Electronic Signature
BAIBA ONKELE
2025-03-27 19:07:51 GMT+2
Purpose: Signature

Qualified Electronic Signature
SIMAS KAZLAUSKAS
2025-03-27 19:08:19 GMT+2
Purpose: Signature

Qualified Electronic Signature
GUNTIS GRĪNBERGS
2025-03-27 19:21:10 GMT+2
Purpose: Signature

# GUARANTEE

This Guarantee (hereinafter – the "**Guarantee**") is made on 27 March 2025

by:

(A) **SIA "Storent"**, a limited liability company registered with the Register of Enterprises of the Republic of Latvia under registration number 40103164284, legal address: Zolitūdes iela 89, Riga, LV-1046, the Republic of Latvia; and

(B) **UAB "Storent"**, a private limited liability company registered with the Register of Legal Entities of the Republic of Lithuania under registration number 302251303, legal address: Vilnius, Savanorių pr. 180B-101, LT-03154, the Republic of Lithuania,

(hereinafter collectively – the "**Guarantors**" and each separately a "**Guarantor**").

for the benefit of:

**each Noteholder**

**WHEREAS:**

(A) the Guarantors form a part of AS "Storent Holding", a public limited company registered with the Register of Enterprises of the Republic of Latvia under registration No. 40203174397, legal address: Matrožu iela 15A, Riga, LV-1048, the Republic of Latvia, (the "**Issuer**") group of companies;

(B) the Issuer has approved the Base Prospectus in relation to the Programme for the Issuance of the Notes in the Amount of EUR 50,000,000 dated 27 March 2025 (hereinafter – the "**Base Prospectus**");

(C) pursuant to the Base Prospectus the Issuer may issue and offer from time to time in one or several series non-convertible unsecured and guaranteed notes denominated in EUR, having maturity up to 4 (four) years and with fixed interest rate (the "**Notes**"), and pursuant to the General Terms and Conditions of the Notes (hereinafter – the "**General Terms and Conditions**") included in the Base Prospectus the Issuer has undertaken to the Noteholders that the Guarantors shall guarantee fulfilment of the Issuer's obligations under the Notes.

**the GUARANTORS** hereby jointly and severally undertake with respect to the Noteholders as follows:

## 1. Definitions

1.1. Unless otherwise provided in this Guarantee, the terms and expressions defined in the Base Prospectus have the same meanings in this Guarantee.

1.2. The term "Guaranteed Obligation" in this Guarantee means (i) any and all payment obligations of the Issuer under or in respect of the Notes arising from the General Terms and Conditions, whether present or future, actual or contingent, conditional or unconditional and (ii) all ancillary obligations (in Latvian – *blakus prasījumi*) attached, incurred, arising in connection with or otherwise relating to the principal obligations referred in item (i), whether pursuant to the contract or the applicable law, including any liability for damages, legal costs and enforcement costs.

## 2. Guarantee

2.1. The Guarantors jointly and severally guarantee due and timely payment, discharge and performance of the Guaranteed Obligations.

2.2. Each Guarantor irrevocably and unconditionally and jointly and severally with the other Guarantors undertake to the Noteholders, on the terms and conditions of this Guarantee, that whenever the Issuer does not pay any Guaranteed Obligation when due pursuant to the Notes, the Guarantor shall immediately on the first demand of the Noteholders and without the Noteholders' obligation to first require or enforce the payment of that amount from the Issuer, pay that amount to or for the benefit of the Noteholders, as if the Guarantor itself was the Issuer of that obligation.

## 3. Payment demands

3.1. The Noteholders may make a payment demand under the Guarantee at any time when all of the following conditions are satisfied: (i) the Noteholders representing at least 10 (ten) % of the principal amount of all outstanding Notes have notified the Issuer about the occurrence of an Event of Default pursuant to Clause 18.1 of the General Terms and Conditions, AND (ii) the Issuer has failed to prepay all Noteholders the outstanding principal amount of the Notes and the Interest accrued on the Notes within a term specified in Clause 18.1 of the General Terms and Conditions or within a term specified in Clause 18.2 of the General Terms and Conditions has notified the Noteholders that it is unable to make payments in accordance with Clause 18.1 of the General Terms and Conditions, AND (iii) the Noteholders have voted in favour of enforcement of the Guarantee pursuant to Clause 19.2 of the General Terms and Conditions.

3.2. Each payment demand under the Guarantee shall be made in writing and shall specify (i) the Guaranteed Obligation and the outstanding amount of the Guaranteed Obligation to be paid and its computation (if applicable), (ii) the due date for the payment of the Guaranteed Obligation pursuant to the Notes (if relevant), and (iii) shall contain the statement that the Guaranteed Obligation has not been paid in full or in the relevant part on its due date.

3.3. The number of payment demands permitted under this Guarantee is not restricted.

## 4. Payments

4.1. The Guarantors (subject to Clause 2.1 of this Guarantee) shall pay each amount demanded under this Guarantee within 20 (twenty) business days from the receipt of the payment demand, free and clear of and without any deduction, withholding or other reduction with respect to taxes, charges, expenses or any other cause whatsoever, including for or on account of any set-off or counterclaim.

## 5. Validity

5.1. This Guarantee shall enter in force as specified in Clause 2.1 of this Guarantee and shall remain valid and in full force and enforceable until all Guaranteed Obligations have been irrevocably, finally and unconditionally paid, discharged or satisfied in full.

5.2. Obligations of the Guarantors (subject to Clause 2.1 of this Guarantee) under this Guarantee create a continuing guarantee and will extend to the ultimate balance of sums of the Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part. If any discharge or release of the Guaranteed Obligations is made in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in any insolvency, liquidation, administration or similar proceedings of or affecting the Issuer, then the liability of the Guarantor (subject to Clause 2.1 of this Guarantee) under this Guarantee will continue and be reinstated as if the discharge or release had not occurred.

## 6. Waiver of defences

6.1. The obligations of the Guarantors (subject to Clause 2.1 of this Guarantee) under this Guarantee will not be affected by:

6.1.1. any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of the General Terms and Conditions, or any amendment, modification, reduction, release, discharge, suspension, termination or avoidance of any Guaranteed Obligations (however fundamental and whether or not more onerous);

6.1.2. any modification of any due date, amount or term of any Guaranteed Obligations in the insolvency, legal protection process reorganisation (in Latvian: *tiesiskās aizsardzības process*), out-of-court legal protection process reorganisation (in Latvian: *ārpustiesas tiesiskās aizsardzības process*) or similar proceedings of or in respect of the Issuer, or any other action having an equivalent effect; or

6.1.3. any commencement, institution or carrying out any insolvency, legal protection process reorganisation (in Latvian: *tiesiskās aizsardzības process*), out-of-court legal protection process reorganisation (in Latvian: *ārpustiesas tiesiskās aizsardzības process*), winding-up, dissolution or similar proceedings of or in respect of the Issuer.

6.2. The Guarantors (subject to Clause 2.1 of this Guarantee) hereby waive for benefit of the Noteholders:

6.2.1. any right it may have of first requiring the Noteholders to proceed against or enforce any other rights or security or claim payment from the Issuer or any other person before claiming from it under this Guarantee, including, without limitation, the rights under the first paragraph of Article 1702 of the Latvian Civil Law (in Latvia – *Civillikums*);

6.2.2. any defences, objections or counterclaims of itself or of the Issuer which it is entitled to make pursuant to Article 1701 of the Latvian Civil Law or otherwise but for his waiver.

**7. Rights and obligations under the General Terms and Conditions**

7.1. The rights and obligations of the Guarantors and the Noteholders under this Guarantee, and their performance, exercise and enforcement are subject in all respects to the General Terms and Conditions. The rights and obligations of the Guarantor and the Noteholders set out in the General Terms and Conditions shall apply to this Guarantee as if set out herein.

7.2. The rights and obligations of the Guarantors and the Noteholders under this Guarantee are in addition to, and not in substitution of, their respective rights and obligations under the General Terms and Conditions. In case of any conflict or inconsistency between the provisions of this Guarantee and the General Terms and Conditions, or their interpretation, the provisions of the General Terms and Conditions and their interpretation shall prevail over the conflicting or inconsistent terms and conditions of the Guarantee, or their interpretation.

**8. Issuer as Agent**

8.1. Each Guarantor hereby appoints the Issuer as its agent in all matters concerning this Guarantee. Any notice or communication to be made to the Guarantor under or in respect of this Guarantee may be made to the Issuer and will be deemed to have been duly made to and received by the Guarantor if and when made to and received by the Issuer.

8.2. Any communication made by the Issuer for or in the name of the Guarantor under or in respect of this Guarantee shall be deemed to have been duly authorized by the Guarantor and shall be binding on the Guarantor.

**9. Accession**

9.1. Any Subsidiary that becomes a Material Subsidiary at any time while any Note remains outstanding shall become a Guarantor and shall, at the same time, become a party to this Guarantee by execution of an Accession Letter substantially in the form attached as Schedule 1 hereto.

**10. Governing Law and Jurisdiction**

10.1. This Guarantee and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Latvian law.

10.2. All disputes under or in respect of this Guarantee shall be settled in the courts of the Republic of Latvia.

**11. Schedules**

Schedule 1 – Form of Accession Letter

In confirmation of the above this Guarantee is signed on the date stated above by:

On behalf of SIA “Storent”:

_____

Name: Baiba Onkele

Position: Member of Management Board

_____

Name: Guntis Grīnbergs

Position: Member of Management Board

On behalf of UAB “Storent”:

_____

Name: Simas Kazlauskas

Position: Managing Director

*This document is signed electronically with secure electronic signatures containing time stamps.*

## SCHEDULE 1

## FORM OF ACCESSION LETTER

This letter (hereinafter – the "**Accession Letter**") is made on [●]:

by:

**[●]**, a [limited liability company]/[public limited company] registered with [●] under registration number [●], legal address: [●] (hereinafter - the "**Acceding Guarantor**")

for the benefit of:

**each Noteholder**

**WHEREAS:**

(A) the Acceding Guarantor forms a part of AS "Storent Holding", a public limited company registered with the Register of Enterprises of the Republic of Latvia under registration No. 40203174397, legal address: Matrožu iela 15A, Riga, LV-1048, the Republic of Latvia, (the "**Issuer**") group of companies;

(B) the Issuer has approved the Base Prospectus in relation to the Programme for the Issuance of the Notes in the Amount of EUR 50,000,000 dated 27 March 2025 (hereinafter – the "**Base Prospectus**");

(C) pursuant to the Base Prospectus the Issuer may issue and offer from time to time in one or several series non-convertible unsecured and guaranteed notes denominated in EUR, having maturity up to 4 (four) years and with fixed interest rate (the "**Notes**"), and pursuant to the General Terms and Conditions of the Notes (hereinafter – the "**General Terms and Conditions**") included in the Base Prospectus due and timely payment, discharge and performance of the Notes by the Issuer shall be jointly and severally guaranteed to the Noteholders by, inter alia, any Subsidiary of the Issuer that becomes a Material Subsidiary at any time while any Note remains outstanding;

(D) the Acceding Guarantor as a Material Subsidiary shall become a party to the Guarantee by execution of this Accession Letter,

**the ACCEDING GUARANTOR** hereby agrees as follows:

**1. Definitions**

1.1. Unless otherwise provided in this Accession Letter, the terms and expressions defined in the Base Prospectus and the Guarantee have the same meanings in this Accession Letter.

**2. Confirmations, undertakings and representations**

2.1. The Acceding Guarantor confirms that it intends to be party to the Guarantee as a Guarantor, undertakes to perform all the obligations expressed to be assumed by a Guarantor under the General Terms and Conditions and the Guarantee and agrees that it shall be bound by all the provisions of the General Terms and Conditions and the Guarantee as if it had been an original party to the Guarantee.

**3. Governing Law and Jurisdiction**

3.1. This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with Latvian law.

3.2. All disputes under or in respect of this Accession Letter shall be settled in the courts of the Republic of Latvia.

In confirmation of the above this Accession Letter is signed on the date stated above by:

On behalf of [●]:

_____

Name: [●]

Position: [●]