

## **TERMS AND CONDITIONS OF THE WARRANTS**

**THIS DOCUMENT IS NOT AN OFFER TO SELL SECURITIES OR THE SOLICITATION OF ANY OFFER TO BUY SECURITIES.**

**SOLELY FOR THE PURPOSES OF THE PRODUCT GOVERNANCE REQUIREMENTS CONTAINED WITHIN: (A) EU DIRECTIVE 2014/65/EU ON MARKETS IN FINANCIAL INSTRUMENTS, AS AMENDED (“MIFID II”); (B) ARTICLES 9 AND 10 OF COMMISSION DELEGATED DIRECTIVE (EU) 2017/593 SUPPLEMENTING MIFID II; (C) LOCAL IMPLEMENTING MEASURES IN THE EUROPEAN ECONOMIC AREA (“EEA”); (D) REGULATION (EU) NO 600/2014 AS IT FORMS PART OF UNITED KINGDOM DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE “EUWA”) (“UK MIFIR”); AND (E) THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK (TOGETHER, THE “PRODUCT GOVERNANCE REQUIREMENTS”), AND DISCLAIMING ALL AND ANY LIABILITY, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, WHICH ANY “MANUFACTURER” (FOR THE PURPOSES OF THE RELEVANT PRODUCT GOVERNANCE REQUIREMENTS) MAY OTHERWISE HAVE WITH RESPECT THERETO, THE BONDS, THE WARRANTS AND THE EXCHANGEABLE UNITS REFERRED TO (AND EACH AS DEFINED) HEREIN HAVE BEEN SUBJECT TO A PRODUCT APPROVAL PROCESS, WHICH HAS DETERMINED THAT: (I) THE TARGET MARKET FOR THE BONDS, THE WARRANTS AND THE EXCHANGEABLE UNITS IS (A) IN THE EEA, ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN MIFID II AND (B) IN THE UNITED KINGDOM, ELIGIBLE COUNTERPARTIES (AS DEFINED IN THE FCA HANDBOOK CONDUCT OF BUSINESS SOURCEBOOK) AND PROFESSIONAL CLIENTS (AS DEFINED IN UK MIFIR); AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE BONDS, THE WARRANTS AND THE EXCHANGEABLE UNITS TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE BONDS, THE WARRANTS AND/OR THE EXCHANGEABLE UNITS (A “DISTRIBUTOR”) SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER’S TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II OR THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS, THE WARRANTS AND THE EXCHANGEABLE UNITS (BY EITHER ADOPTING OR REFINING THE MANUFACTURER’S TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.**

**THE TARGET MARKET ASSESSMENT IS WITHOUT PREJUDICE TO THE REQUIREMENTS OF ANY CONTRACTUAL OR LEGAL SELLING RESTRICTIONS IN RELATION TO THE BONDS, THE WARRANTS AND THE EXCHANGEABLE UNITS.**

**FOR THE AVOIDANCE OF DOUBT, THE TARGET MARKET ASSESSMENT DOES NOT CONSTITUTE: (A) AN ASSESSMENT OF SUITABILITY OR APPROPRIATENESS FOR THE PURPOSES OF MIFID II OR UK MIFIR; OR (B) A RECOMMENDATION TO ANY INVESTOR OR GROUP OF INVESTORS TO INVEST IN, OR PURCHASE, OR TAKE ANY OTHER ACTION WHATSOEVER WITH RESPECT TO THE BONDS, THE WARRANTS AND THE EXCHANGEABLE UNITS.**

THE BONDS, THE WARRANTS AND THE EXCHANGEABLE UNITS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA OR THE UNITED KINGDOM. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS: (A) IN THE EEA, A PERSON WHO IS ONE (OR BOTH) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF MIFID II; OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; AND (B) IN THE UNITED KINGDOM, A PERSON WHO IS ONE (OR BOTH) OF (I) A RETAIL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF UNITED KINGDOM DOMESTIC LAW BY VIRTUE OF THE EUWA OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 OF THE UNITED KINGDOM (AS AMENDED, THE “FSMA”) AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF UNITED KINGDOM DOMESTIC LAW BY VIRTUE OF THE EUWA.

CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014, AS AMENDED (THE “PRIIPS REGULATION”) OR THE PRIIPS REGULATION AS IT FORMS PART OF UNITED KINGDOM DOMESTIC LAW BY VIRTUE OF THE EUWA (THE “UK PRIIPS REGULATION”) FOR OFFERING OR SELLING THE BONDS, THE WARRANTS AND/OR THE EXCHANGEABLE UNITS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA OR THE UNITED KINGDOM HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS, THE WARRANTS AND/OR THE EXCHANGEABLE UNITS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA OR THE UNITED KINGDOM MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION AND/OR THE UK PRIIPS REGULATION.

*The following, other than the paragraphs in italics, are the terms and conditions of the Warrants, substantially as they will appear on the reverse of the Warrants in definitive form (if issued):*

The issue of 3,452 warrants (the “**Warrants**”) by GlobalWafers GmbH (the “**Issuer**”) was authorised by a resolution of the board of directors of the Issuer passed on 16 January 2024. The giving of the guarantee by GlobalWafers Co., Ltd. (the “**Guarantor**”) on the terms contained in the Trust Deed referred to below (the “**Guarantee**”) was authorised by a resolution of the board of directors of the Guarantor passed on 16 January 2024. The Warrants are constituted by a trust deed dated 23 January 2024 (as modified and/or supplemented and/or amended and restated from time to time, the “**Trust Deed**”) and made between the Issuer, the Guarantor and BNY Mellon Corporate Trustee Services Limited (the “**Trustee**”, which term shall, where the context so permits, include all other persons for the time being appointed as the trustee or trustees under the Trust Deed) as trustee for the Warrantholders. The Issuer and the Guarantor have entered into a paying, transfer and exchange agency agreement (as modified and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) between, *inter alios*, the Trustee, The Bank of New York Mellon, London Branch (the “**Principal Warrant Agent**”, which expression shall include any successor as Principal Warrant Agent under the Agency Agreement) as principal warrant agent and The Bank of New York Mellon SA/NV, Dublin Branch as warrant registrar. The warrant registrar, the Principal Warrant Agent and any other warrant agents appointed as warrant agents under the Agency Agreement for the time being are referred to below, respectively, as the “**Warrant**

**Registrar**” and the **“Warrant Agents”**, as applicable (which expression shall include the Principal Warrant Agent).

The Issuer and the Guarantor have also entered into a calculation agency agreement (as modified and/or supplemented and/or restated from time to time, the **“Calculation Agency Agreement”**) dated 23 January 2024 with Conv-Ex Advisors Limited (the **“Calculation Agent”**, which expression shall include any successor as calculation agent under the Calculation Agency Agreement) pursuant to which the Calculation Agent has been appointed to make certain calculations and determinations in relation to the Warrants.

The statements in these terms and conditions of the Warrants (the **“Conditions”**) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Warrants.

The Warrantholders are entitled to the benefit of the Trust Deed and the Account Pledge Agreement (as defined below) and are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Account Pledge Agreement, the Agency Agreement and the Calculation Agency Agreement applicable to them.

Copies of the Trust Deed, the Agency Agreement, the Calculation Agency Agreement, the Account Pledge Agreement and the Custody Agreement (as defined below) are available for inspection by Warrantholders by emailing the Trustee at corpsov1@bnymellon.com or the Warrant Agents at corpsov1@bnymellon.com and providing a proof of holding and identity in a form satisfactory to the Trustee or the Warrant Agents, as applicable.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Trust Deed unless the context otherwise requires or unless otherwise stated.

## **1 Form, Title, Exchangeable Units and Status**

### **(a) Form**

The Warrants are in registered form. Each Warrant will entitle the holder to acquire Siltronic Shares and/or such other property comprising the Exchange Property from time to time as described in, and subject to the provisions of, Condition 6.

The Warrants are represented by registered certificates (**“Certificates”**) and each Certificate shall represent the entire holding of the Warrants by the same holder.

### **(b) Title**

Title to the Warrants passes by transfer and registration as described in Condition 4. The holder (as defined in Condition 5) of any Warrant will (except as otherwise required by law) be treated as its absolute owner for all purposes (regardless of any notice of ownership, trust or any interest in it, or theft or loss of it or that of the related Certificate, as applicable, or anything written on it or the Certificate representing it (other than a duly executed transfer thereof)) and no person will be liable for so treating the holder.

### **(c) Exchangeable Units**

Each Warrant is initially issued together with one Bond, and such Bond shall be attached to such Warrant. Such Warrant and Bond together shall be represented by an Exchangeable Unit. A Warrant and a Bond comprised in an Exchangeable Unit may, by delivery of the relevant Exchangeable Unit to The Bank of New York Mellon SA/NV, Dublin Branch (the **“Transfer Agent”**), be separated at the option of the holder and shall thereafter no longer be represented by such Exchangeable Unit. Any Exchangeable Unit may at any time be delivered to the Transfer Agent for separation into a Warrant and a Bond.

A Warrant may at any time be delivered to the Transfer Agent together with a Bond so that such Warrant and such Bond shall be attached and become represented by an Exchangeable Unit.

In these Conditions:

“**Bond**” means a bond in the principal amount of €100,000 comprised in the €345,200,000 1.50 per cent. Bonds due 2029 issued (as component parts of the Exchangeable Units together with the Warrants) by the Issuer to holders on the Closing Date.

“**Bond Conditions**” means the terms and conditions of the Bonds as set out in the Trust Deed constituting the Bonds.

“**Exchangeable Unit**” means a unit issued by the Issuer and representing one Warrant and one Bond in the principal amount of €100,000, with all such Exchangeable Units initially being represented by a registered global exchangeable unit certificate issued by the Issuer and registered in the name of a nominee for, and deposited with, a common depository on behalf of Euroclear Bank SA/NV and Clearstream Banking S.A. (the “**Global Exchangeable Unit**”).

For the avoidance of doubt:

- (i) any reference herein to a Warrant shall, unless the context otherwise requires, include any Warrant which at that time forms a component part of an Exchangeable Unit; and
- (ii) any reference herein to surrender or delivery of a Warrant shall, unless the context otherwise requires, include surrender or delivery of any Exchangeable Unit of which that Warrant forms a component part at that time.

*The Warrants on issue will be represented by the Global Exchangeable Unit registered in the name of a nominee on behalf of, and held by, a common depository for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking SA (“**Clearstream, Luxembourg**”).*

*The ISIN for (i) the Bonds is XS2733414044; (ii) the Warrants is XS2733415520; and (iii) the Exchangeable Units is XS2733414556.*

**(d) Status**

The Warrants constitute direct and unconditional obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The Warrants (other than in respect of any Premium Compensation Amount payable on exercise of a Warrant) are secured in the manner provided in Condition 3.

## **2 Guarantee**

The Guarantor has in the Trust Deed unconditionally and irrevocably guaranteed the performance of all the Issuer’s obligations under the Trust Deed and in respect of the Warrants. The obligations of the Guarantor under the Guarantee constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor ranking *pari passu*, and equally with all other existing and future direct, unconditional, unsecured and unsubordinated obligations of the Guarantor, except any obligations preferred by mandatory provisions of law.

### 3 Security Arrangements

#### (a) Security

The obligations of the Issuer under the Warrants (other than in respect of any Premium Compensation Amount payable on exercise of a Warrant) are secured in favour of the Trustee for the benefit of the Warrantholders (subject as provided in these Conditions and the Transaction Documents):

- (i) by a first ranking pledge granted by the Issuer over the Securities Account (including the Pledged Property and all other securities which are deposited in the Securities Account from time to time) and the Cash Account (including the Pledged Property and all other cash which is credited in the Cash Account from time to time) granted by the Issuer pursuant to a Luxembourg law governed account pledge agreement dated on or about the Closing Date between the Issuer as pledgor and the Trustee as security trustee (the “**Account Pledge Agreement**”); and
- (ii) by an assignment by way of security (governed by English law and contained in the Trust Deed) of all of the Issuer’s rights, title and interest from time to time in and to (A) the Stock Lending Agreement, including the right to receive all securities, including but not limited to Siltronic Shares, and other property deliverable, and all amounts payable in respect of Manufactured Dividends, by the Stock Borrower to the Issuer (as the case may be) thereunder; and (B) the Stock Lending Guarantee.

The property and assets specified in (i) and (ii) above, together with any other property or assets secured in favour of and/or assigned to the Trustee (for the benefit of the Warrantholders) pursuant to the Account Pledge Agreement and the Trust Deed and the other Transaction Documents and/or any deed or document supplemental thereto is referred to in these Conditions as the “**Secured Property**”, and the security created thereby is referred to as the “**Security**”.

*At the Closing Date, the Secured Property comprises, inter alia, 3,100,413 Siltronic Shares (including both those Siltronic Shares standing to the credit of the Securities Account and those Siltronic Shares deliverable by the Stock Borrower under the Stock Lending Agreement), equal to the number of Siltronic Shares comprised in the Exchange Property on the Closing Date.*

For the purposes of these Conditions:

“**Cash Account**” means the cash account in the name of the Issuer held with the Custodian pursuant to the Custody Agreement, which, as at the Closing Date, is designated with account number: 7589359780;

“**Custodian**” means The Bank of New York Mellon SA/NV, Luxembourg Branch;

“**Custody Agreement**” means the custody agreement dated 16 January 2024 between the Custodian, the Issuer and the Trustee;

“**Exchangeable Unit Registrar**” means The Bank of New York Mellon SA/NV, Dublin Branch;

“**Manufactured Dividends**” means payments made by the Stock Borrower to the Issuer in respect of distributions or dividends in respect of any Siltronic Shares or other Relevant Securities borrowed by the Stock Borrower pursuant to the Stock Lending Agreement;

“**Pledged Property**” means:

- (i) the Siltronic Shares registered in the Securities Account from time to time;
- (ii) all other securities which are registered in the Securities Account from time to time;

- (iii) any and all rights, property and assets derived from the Siltronic Shares and any other securities registered in the Securities Account from time to time (including without limitation any additional Siltronic Shares, any Dividends and any subscription rights); and
- (iv) all amounts standing to the credit of the Cash Account from time to time,

in each case, in accordance with these Conditions;

“**Secured Parties**” means the Warrantholders;

“**Securities Account**” means the book entry securities account in the name of the Issuer held with the Custodian pursuant to the Custody Agreement and into which Siltronic Shares and such other Relevant Securities comprising the Secured Property shall be deposited from time to time, which, as at the Closing Date, is designated with account number: 758935;

“**Stock Borrower**” means Nomura Financial Products Europe GmbH;

“**Stock Lending Agreement**” means the Global Master Stock Lending Agreement (including the Schedule thereto) between the Stock Borrower and the Issuer, pursuant to which the Issuer has agreed to lend to the Stock Borrower Siltronic Shares or other Relevant Securities equivalent to those comprised in the Exchange Property;

“**Stock Lending Guarantee**” means the guarantee from Nomura Holdings, Inc. dated 17 January 2024 in favour of the Issuer with respect to the Stock Borrower’s payment obligations owing to the Issuer under the Stock Lending Agreement;

“**Stock Lent Securities**” means, at any time, any Siltronic Shares or other Relevant Securities equivalent to those comprised in the Exchange Property which at that time have been transferred by the Issuer to the Stock Borrower under the Stock Lending Agreement and in respect of which the Stock Borrower has not returned securities equivalent to such Siltronic Shares or Relevant Securities; and

“**Transaction Documents**” means the Trust Deed, the Agency Agreement, the Account Pledge Agreement, the Custody Agreement, the Stock Lending Agreement and the Stock Lending Guarantee as the same may be amended, modified, supplemented and/or restated from time to time.

**(b) Adjustments to the Pledged Property following any change in the composition of the Exchange Property**

As soon as reasonably practicable following any change in the composition of the Exchange Property (other than any reduction in the Exchange Property pursuant to Condition 7(d), and subject to the release of Pledged Property from the Security as provided in these Conditions or any of the Transaction Documents), the Issuer will ensure that:

- (i) such further Siltronic Shares and/or other Relevant Securities (as applicable) are credited to the Securities Account so that at all times the sum of (A) the number of Siltronic Shares and/or other Relevant Securities in the Securities Account and constituting Pledged Property and (B) the number of Stock Lent Securities and any other Siltronic Shares or other Relevant Securities which are deliverable by the Stock Borrower to the Issuer under the Stock Lending Agreement in accordance with its terms at such time is at least equal to the number of Siltronic Shares and other Relevant Securities of each class of Relevant Securities for the time being comprised in the Exchange Property; and

- (ii) such further cash amounts (as applicable) are credited to the Cash Account so that at all times such amounts are at least equal to the aggregate amount of cash for the time being comprised in the Exchange Property,

provided that, with respect to (and to the extent that there are) any Stock Lent Securities at such time, the Issuer shall not be required to add any further Relevant Securities or securities to the Securities Account or other property or assets (including any cash amounts) to the Cash Account (in each case as are attributable to the Stock Lent Securities) until such Stock Lent Securities (or securities equivalent thereto and any other Relevant Securities, securities or other property or assets (including any cash amounts), as the case may be, attributable to such Stock Lent Securities and for the time being deliverable in accordance with the terms of the Stock Lending Agreement) have actually been received by it from the Stock Borrower in accordance with the terms of the Stock Lending Agreement.

If any doubt shall arise as to whether a change falls to be made to the Pledged Property, or as to the appropriate change to the Pledged Property, or as to when such change shall take effect or be deemed to have taken effect, the Issuer shall appoint an Independent Adviser to make a determination in respect thereof and, in the absence of manifest error and following consultation between the Issuer and the Independent Adviser, the written determination of the Independent Adviser in respect thereof shall be conclusive and binding on the Issuer and the Secured Parties.

**(c) Further Security**

Forthwith following any changes in the composition of the Secured Property and/or any other property that is subject of the Security (other than the release of any Secured Property from the Security as provided in these Conditions or any of the Transaction Documents), the Issuer will procure that security interests in a form and manner satisfactory to the Trustee are created over any such property which is not already, to the satisfaction of the Trustee, secured by or pursuant to the security arrangements described above, in each case in favour of the Trustee for the benefit of the Warranholders as security for the obligations described in these Conditions and the Trust Deed.

**(d) Covenants**

- (i) So long as any Warrant remains outstanding, save with the prior written consent of the Trustee or as approved by an Extraordinary Resolution of the Warranholders or as expressly contemplated or permitted in any of the Transaction Documents:
  - (A) the Issuer will not:
    - (a) create or permit to subsist any mortgage, pledge, lien, security interest, charge or encumbrance or any arrangement having a like or similar effect upon all or any of the Secured Property; or
    - (b) transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of the Secured Property; or
    - (c) permit any of the Transaction Documents to be amended, terminated, postponed or discharged, or consent to any variation of, or exercise of any powers of consent or waiver pursuant to any of the Transaction Documents, or permit any party to any of the Transaction Documents or any other person whose obligations form part of the Security to be released from such obligations;

- (B) the Issuer shall procure that (1) all amounts it receives in respect of dividends and other cash distributions in respect of the Secured Property, or are otherwise to be included in the Exchange Property and (2) all cash amounts it receives pursuant to the Stock Lending Agreement in respect of Manufactured Dividends, are credited to the Cash Account;
  - (C) the Issuer shall procure that all securities received by the Issuer in respect of the Secured Property are credited to the Securities Account; and
  - (D) the Issuer shall procure that, if any negative interest is to be applied by the Custodian in respect of any amounts attributable to the Secured Property standing to the credit of the Cash Account pursuant to the Custody Agreements, an amount equal to such negative interest is paid directly to the Custodian or is otherwise credited to the relevant Cash Account.
- (ii) The Trustee shall only give its consent to any exception to the foregoing if it is satisfied that the interests of the Warrantheolders will not be materially prejudiced thereby. In giving any consent to any exception to the foregoing, the Trustee may require the Issuer to make such modifications or additions to the provisions of the Warrants, the Trust Deed, the Account Pledge Agreement or any of the other Transaction Documents or may impose such other conditions or requirements as the Trustee may deem expedient (in its sole discretion) in the interests of the Warrantheolders.

**(e) Release of Secured Property**

The Transaction Documents contain provisions for the release from the Security of the following:

- (i) the Exchange Property Per Warrant required to be delivered to a Warrantheolder on an exercise of Exercise Rights in respect of the Warrants;
- (ii) in the circumstances set out in Condition 7(e) where additional Siltronic Shares or Equity Share Capital are to be added to the Exchange Property, any securities or other property to be sold pursuant to Condition 7(e) and an amount or amounts from the Cash Account up to or equal, in aggregate, to any cash amounts received by the Issuer in respect of any Equity Share Capital comprised in the Exchange Property;
- (iii) any Cash Dividend (other than to the extent comprising a Capital Distribution) or a Manufactured Dividend (other than to the extent corresponding to a Capital Distribution) and in each case standing to the credit of the Cash Accounts;
- (iv) where Warrants are purchased and/or cancelled pursuant to Condition 10(c) or delivered upon exercise of the right to require redemption of the Bonds at the option of holders of the Bonds pursuant to Condition 6(c) of the Bond Conditions or upon expiration of the Warrants, the relevant Exchange Property Per Warrant in respect of such Warrants;
- (v) Relevant Securities and/or any cash amount comprising Exchange Property for the purposes of taking up any rights (or otherwise permitted to be withdrawn from the Exchange Property in the circumstances provided in Condition 7(b)(ii)(b)(B)) pursuant to a Rights Issue, subject to and in accordance with Condition 7(b)(ii);
- (vi) Relevant Securities comprising Exchange Property required to be delivered upon acceptance of an Offer by the Issuer or by way of compulsory acquisition of any Relevant Securities or pursuant to or in connection with or for the purpose of a Scheme of Arrangement, in each case



pursuant to Condition 8, provided that there are arrangements in place at the time of such release for the grant of an effective first ranking security interest to the Trustee for the benefit of the Warrantholders over the relevant Consideration as security for the obligations described in these Conditions and the Transaction Documents;

- (vii) Siltronic Shares or other Relevant Securities to be borrowed by the Stock Borrower pursuant to the Stock Lending Agreement, for delivery to the Stock Borrower; and
- (viii) where all or part of the Exchange Property is to be transferred by the Issuer into a replacement or additional Securities Account or Cash Account in the name of the Issuer pursuant to the addition or replacement of a Custodian in accordance with Condition 11(b), the relevant Exchange Property provided that (where such Securities Account or Cash Account into which the relevant Exchange Property is to be transferred is not then subject to the Security) upon the credit of such Exchange Property to the replacement or additional Securities Account or Cash Account such Exchange Property immediately becomes subject to Security on terms acceptable to the Trustee.

**(f) Enforcement of Security**

If the Issuer does not perform or comply with its obligations under these Conditions or the Trust Deed in respect of an exercise of Exercise Rights by a holder of a Warrant and which default is not, in the opinion of the Trustee (acting reasonably), remedied within 8 days after notice of such failure shall have been given to the Issuer by the Trustee, the Security shall become enforceable in the manner and to the extent provided as below.

If the Security becomes enforceable, the Trustee may at its discretion and without further notice or formality and shall, if so requested in writing by the relevant Warrantholder (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) enforce all or any of the Security equal to that comprising the Exchange Property or any part thereof that the Issuer shall have failed to deliver to or as directed by the relevant Warrantholder in respect of the relevant exercise of Exercise Rights (the “**Relevant Exchange Property**”) as provided below, subject to the provisions of the Account Pledge Agreement and the Trust Deed. To do this, the Trustee may in its sole and absolute discretion appoint a receiver and/or take possession of and/or realise all or any part of the Relevant Exchange Property and/or take action or proceedings against any person liable in respect of all or any part of the Relevant Exchange Property and/or any sums held by the Principal Warrant Agent under or pursuant to the Agency Agreement and/or any rights in relation to the Account Pledge Agreement and/or any rights in relation to the Custody Agreement and/or the Cash Accounts and/or the Securities Accounts and/or the Stock Lending Agreement and take any step, action or proceedings provided for in or pursuant, and/or in each case subject, to the Transaction Documents, but without any liability to any person as to the consequences of such step, action or proceedings and without having regard to the effect of such action or proceedings on the Issuer or individual Warrantholders, and provided that the Trustee shall not be required to take any action, step or proceedings that would involve any personal liability or exposure without first being indemnified and/or secured and/or prefunded to its satisfaction.

Following any possession or realisation of the Relevant Exchange Property in accordance with the foregoing provisions of this Condition 3(f), the Trustee shall then procure that either the Relevant Exchange Property is delivered to the relevant Warrantholder and/or the proceeds of any such realisation are delivered to the relevant Warrantholder, subject to Condition 3(g).

**(g) Application**

Prior to delivery of any Relevant Exchange Property or the proceeds of any realisation to a Warrantholder upon or following any enforcement in respect of the Relevant Exchange Property or any part thereof pursuant to Condition 3(f), the Trustee shall be entitled to deduct therefrom and retain such amounts as it shall determine to satisfy all liabilities (including in respect of taxation), fees, costs, charges and expenses incurred by or payable by the Trustee, any receiver or any Appointee (as defined in the Trust Deed) in respect of or in connection with the enforcement of the Security in respect of the Relevant Exchange Property as provided in Condition 3(f), and for such purposes shall be entitled to sell or otherwise dispose of any part of the Relevant Exchange Property as it shall determine in its sole discretion.

**4 Registration and Transfer of Warrants**

**(a) Registration**

The Issuer will cause a register for the Warrants (including, without limitation, Warrants comprised in the Exchangeable Units) (the “**Warrant Register**”) to be kept at the specified office of the Warrant Registrar outside of the United Kingdom on which will be entered the names and addresses of the holders of the Warrants and the particulars of the Warrants and/or the Exchangeable Units held by them and of all transfers, redemptions and exercises of Warrants and/or the Exchangeable Units.

**(b) Transfer**

Warrants may, subject to the terms of the Trust Deed and Agency Agreement and to Conditions 4(c) and 4(d), be transferred in whole but not in part by lodging the relevant Certificate (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Warrant Registrar or any Warrant Agent.

No transfer of a Warrant will be valid unless and until entered on the Warrant Register. A Warrant may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

The Warrant Registrar will within seven business days, in the place of the specified office of the Warrant Registrar, of any duly made application for the transfer of a Warrant, register the relevant transfer and deliver a new Certificate to the transferee (and, in the case of a transfer of some only of the Warrants represented by a Certificate, deliver a Certificate for the untransferred balance to the transferor) at the specified office of the Warrant Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Certificate by uninsured mail to such address as the transferee or, as the case may be, the transferor may request.

Exchangeable Units may, subject to the terms of the Agency Agreement and to Conditions 4(c) and 4(d), be transferred in whole but not in part by lodging the relevant Exchangeable Units (with the form of transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Exchangeable Unit Registrar or any Transfer Agent.

No transfer of the Exchangeable Units will be valid unless and until entered on the Warrant Register. The Exchangeable Units may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

The Exchangeable Unit Registrar will within seven business days, in the place of the specified office of the Exchangeable Unit Registrar, of any duly made application for the transfer of Exchangeable Units, register the relevant transfer and deliver a new Exchangeable Units to the transferee at the specified office of the Exchangeable Unit Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Exchangeable Units by uninsured post to such address as the transferee or, as the case may be, the transferor may request.

**(c) *Formalities Free of Charge***

Such transfer will be effected without charge subject to (i) the person making such application for transfer paying or procuring the payment of any taxes, duties and other governmental charges in connection therewith, (ii) the Warrant Registrar, the Exchangeable Unit Registrar, Warrant Agent and/or Transfer Agent (as applicable) being satisfied with the documents of title and/or identity of the person making the application; and (iii) such reasonable regulations as the Issuer may from time to time agree with the Trustee, the Warrant Registrar and the Exchangeable Unit Registrar (and as initially set out in the Agency Agreement).

**(d) *Closed Periods***

None of the Issuer, the Warrant Registrar, the Exchangeable Unit Registrar, any Warrant Agent or the Transfer Agent (as applicable) will be required to register the transfer of any Warrant or Exchangeable Units (i) during the period of seven days ending on (and including) the day immediately prior to the Final Exercise Date or, if earlier, the last date of the Exercise Period; (ii) in respect of which an Exercise Notice has been delivered in accordance with Condition 6(b); (iii) delivered upon exercise of the right to require redemption of the Bonds at the option of holders of the Bonds pursuant to Condition 6(c) of the Bond Conditions; or (iv) in the case of an Exchangeable Unit (but not a Warrant that has been, and remains, detached) during the period of seven days ending on (and including) any Record Date in respect of any payment of interest of the Bonds.

## **5 Definitions**

For the purpose of these Conditions, the following words and phrases shall (unless otherwise specified) have the following meanings:

“**Additional Exchange Property**” has the meaning provided in Condition 6(d)(ii);

“**Account Pledge Agreement**” has the meaning provided in Condition 3(a);

“**Appointee**” has the meaning provided in the Trust Deed;

“**Authorised Officer**” has the meaning provided in the Trust Deed;

“**Bond**” has the meaning provided in Condition 1(c);

“**Bond Conditions**” has the meaning provided in Condition 1(c);

“**business day**” means, in relation to any place, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments generally in such place;

“**Calculation Date**” has the meaning provided in Condition 7(e);

“**Capital Distribution**” means:

- (a) any Non-Cash Dividend; or
- (b) any Cash Dividend (the “**Relevant Cash Dividend**”) paid or made in any Relevant Period (but on or after the Closing Date and on or prior to the Final Exercise Date) if and to the extent that the sum of:
  - (i) the Fair Market Value of the Relevant Cash Dividend in respect of a Unit of Equity Shares; and
  - (ii) the aggregate of the Fair Market Value(s) of any other Cash Dividend(s) paid or made in such Relevant Period in respect of a Unit of Equity Shares at any time in such Relevant Period (disregarding for such purpose all or any part of any such Cash Dividend or Cash Dividends which shall previously have been determined to be a Capital Distribution in respect of such Relevant Period),

(taking into account, in each case, the *pro rata* proportion of any such Cash Dividend in respect of any Equity Share where at any time a Unit of Equity Shares would include a fraction of any such Equity Share) such sum being the “**Current Period Dividends**”, exceeds the Reference Amount in respect of such Relevant Period, in which case the amount of the relevant Capital Distribution (in respect of a Unit of Equity Shares) shall be the lesser (rounded down, if necessary, to the nearest whole multiple of €0.01) of 90 per cent. of:

- (x) the amount by which the Fair Market Value of the Current Period Dividends exceeds the Reference Amount; and
- (y) the Fair Market Value of the Relevant Cash Dividend in respect of a Unit of Equity Shares,

and the amount of the Capital Distribution shall be the product of (A) the relevant Capital Distribution in respect of a Unit of Equity Shares determined as provided above and (B) the aggregate number of Warrants outstanding, all as determined by the Calculation Agent,

provided that, for the purposes of the above, the Fair Market Value in respect of any Relevant Cash Dividend or any such other Cash Dividend shall (subject as otherwise provided in paragraph (a) or (b) of the definition of “Dividend”) be determined as at the Ex-Date in respect of such Relevant Cash Dividend or such other Cash Dividend, as the case may be;

“**Cash Account**” has the meaning provided in Condition 3(a);

“**Cash Dividend**” means (i) any Dividend which is to be paid in cash (in whatever currency), but other than falling within paragraph (b) of the definition of “Spin-Off” and (ii) any Dividend determined to be or treated as a Cash Dividend pursuant to paragraph (a) or (b) of the definition of “Dividend”;

“**Cash Exercise**” has the meaning provided in Condition 6(a)(i);

“**Clearstream Frankfurt**” means Clearstream Banking AG, Frankfurt am Main;

“**Closing Date**” means 23 January 2024;

“**Closing Price**” means, in respect of any day:

- (i) in the case of Siltronic Shares, the closing price of a Siltronic Share on the Relevant Stock Exchange in respect thereof on such day as published on or derived from Bloomberg page WAF GY Equity HP (or any successor ticker or page) (setting ‘Last Price’, or any other successor setting and using values not adjusted for any event occurring after such day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such day;

- (ii) in the case of any other Relevant Security, Spin-Off Security, or other share, option, warrant or other security, right or asset, the closing price on the Relevant Stock Exchange in respect thereof on such day of such Relevant Security, Spin-Off Security, share, option, warrant or other security, right or asset published by or derived from the equivalent Bloomberg page in respect of such Relevant Stock Exchange on such day; or
- (iii) in the case of (i) and (ii) above, if not able to be so determined, the closing price in respect of such day on the applicable Relevant Stock Exchange as obtained or derived from such Relevant Stock Exchange on such day,

all as determined by the Calculation Agent and provided that:

- (a) if on any such day (for the purposes of this definition, the “**Original Date**”) such price is not available or cannot otherwise be determined as provided above, the Closing Price of a Siltronic Share or, as the case may be, any other Relevant Security, Spin-Off Security, share, option, warrant or other security, right or asset in respect of such day shall be the Closing Price, determined as provided above, on the immediately preceding Trading Day (for such Siltronic Shares or, as the case may be, Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets) on which the same can be so determined, provided however that if such immediately preceding Trading Day falls prior to the 5th day preceding the Original Date, the Closing Price in respect of such day shall be considered to be not capable of being determined pursuant to this proviso (a), all as determined by the Calculation Agent; and
- (b) if such price cannot be so calculated as aforesaid, the Closing Price of a Siltronic Share or, as the case may be, any other Relevant Security, Spin-Off Security, share, option, warrant or other security, right or asset, in respect of such day shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine to be appropriate;

“**Code**” has the meaning provided in Condition 11(a);

“**Consideration**” has the meaning provided in Condition 8(b);

“**Consideration Date**” means, in relation to any Offer (which is accepted by the Issuer, or which is made by the Guarantor and/or any Subsidiary and/or any Related Party (regardless of whether or not the Issuer accepts such Offer), and which in any such case has become unconditional in all respects), compulsory acquisition procedure in respect of Equity Shares of a class comprised in the Exchange Property which has become effective or Scheme of Arrangement which has become effective, the date upon which the Consideration is made available to the holders of the relevant Equity Shares;

“**Custodian**” has the meaning provided in Condition 3(a);

“**Custody Agreement**” has the meaning provided in Condition 3(a);

“**Determination Date**” has the meaning provided in Condition 7(b)(ii)(f);

“**Dividend**” means any dividend or distribution (including a Spin-Off) to holders of Siltronic Shares or any class of Equity Shares comprised in the Exchange Property, whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to such holders upon or in connection with a reduction of capital, a reduction in the par value or nominal value of Siltronic Shares or any class of Equity Shares comprised in the Exchange Property or otherwise (and for the purpose of this definition,

a distribution of assets includes, without limitation, an issue of shares or other securities credited as fully or partly paid up) provided that:

- (a) (i) where a Dividend in cash is announced which may, at the election of a holder or holders of the Siltronic Shares or, as the case may be, the relevant Equity Shares, be satisfied by the issue or delivery of Relevant Securities or other property or assets, or (ii) where an issue of Relevant Securities or other property or assets by way of a capitalisation of profits or reserves is announced which may, at the election of a holder or holders of the Siltronic Shares or, as the case may be, the relevant Equity Shares, be satisfied by the payment of cash, then the Dividend or capitalisation in question shall be treated as a Cash Dividend of an amount equal to whichever is the greater of (x) the Fair Market Value of such cash amount and (y) the Fair Market Value of such Relevant Securities or other property or assets, in any such case as at the Ex-Date in respect of the relevant Dividend or capitalisation (or, if later, the date on which the number of Relevant Securities (or amount of other property or assets, as the case may be) is determined);
- (b) other than in the circumstances the subject of proviso (a) above, where there shall be (i) an issue or delivery of Relevant Securities or other property or assets credited as fully paid by way of capitalisation of profits or reserves or otherwise where such issue is or is expressed to be in lieu of a Dividend (whether or not a cash dividend equivalent or amount is announced) or where a Dividend (whether or not a cash equivalent or amount is announced) is announced that is to be satisfied by the issue or delivery of Relevant Securities or other property or assets, or (ii) an issue or delivery of Relevant Securities or other property or assets by way of capitalisation of profits or reserves or otherwise that is to be satisfied by the payment of cash then, in the case of (i), the capitalisation or Dividend in question shall be treated as a Cash Dividend of an amount equal to the Fair Market Value of such Relevant Securities or other property or assets (as the case may be) as at the Ex-Date in respect of the relevant capitalisation or Dividend or, if later, the date on which the number of Relevant Securities to be issued or delivered (or, as the case may be, the amount of such other property or assets to be delivered) is determined and, in the case of (ii), the capitalisation in question shall be treated as a Cash Dividend of an amount equal to the Fair Market Value of such cash amount as at the Ex-Date in respect of the relevant capitalisation;
- (c) any issue of Relevant Securities falling within Condition 7(b)(i) or 7(b)(iii)(A) shall be disregarded;
- (d) any offer by a Relevant Company of Relevant Securities or other securities or options, warrants or rights to subscribe or purchase further Relevant Securities or other securities falling within Condition 7(b)(ii) shall be disregarded;
- (e) a repurchase or redemption of Equity Shares by or on behalf of a Relevant Company shall be disregarded;
- (f) where a Dividend is paid or made to holders of any Equity Shares pursuant to any plan implemented or an arrangement by the issuer of such Equity Shares for the purpose of enabling holders of the Equity Shares to elect, or which may require such holders, to receive Dividends in respect of such Equity Shares held by them from a person other than, or in addition to, the issuer of such Equity Shares, such Dividend shall for the purposes of these Conditions be treated as a Dividend paid or made to holders of the Equity Shares by the issuer of such Equity Shares, and the foregoing provisions of this definition and the provisions of these Conditions shall be construed accordingly; and
- (g) a Dividend that is a Spin-Off shall be deemed to be a Non-Cash Dividend,

and any such determination shall be made on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit;

“**EEA Regulated Market**” means a market as defined by Article 4.1 (21) of Directive 2014/65/EU (as amended) of the European Parliament and of the Council on markets in financial instruments;

“**Election Date**” has the meaning provided in Condition 7(b)(ii)(a) or 7(b)(ii)(b), as applicable;

“**Electronic Consent**” has the meaning provided in Condition 13(a);

“**Eligible Equity Shares**” means shares in the Equity Share Capital of the offeror provided that (i) the offeror is a limited liability company (or equivalent) incorporated or established under the laws of a European Union member state, a state within the EEA or an OECD member state; (ii) such Equity Share Capital is listed and admitted to trading on a Recognised Stock Exchange which is the Relevant Stock Exchange in respect thereof as at the Final Date; and (iii) on each of the 30 consecutive business days in the place of such Recognised Stock Exchange ending on (and including) the Final Date (or, if the Final Date is not a business day in such place, the immediately preceding business day in such place) the Equity Share Free Float in respect of such Equity Share Capital on such Frankfurt business day shall have been not less than 15 per cent. of the issued and outstanding Equity Share Capital on such Frankfurt business day;

“**Equity Share Capital**” means, in relation to any entity, its issued share capital (or equivalent) excluding any part of that capital (or equivalent) that, with respect to dividends and capital does not, carry any right to participate beyond a specific amount in a distribution, and “**Equity Share**” shall be construed accordingly;

“**Equity Share Free Float**” means, in respect of any Equity Shares, the aggregate number of such Equity Shares held by (i) investment trusts or funds, mutual fund, collective investment schemes, trusts or funds or pension funds and (ii) persons that own, together with any other person or persons with whom they act together, Equity Shares representing less than 5 per cent. of the total number of such Equity Shares issued and outstanding, as determined by an Independent Adviser acting reasonably and in good faith, in consultation with the Issuer and the Guarantor and where (i) references to “Equity Shares” shall include Equity Shares represented by depositary or other receipts or certificates representing Equity Shares; (ii) Equity Shares held by or on behalf of a depositary or custodian or similar person in respect of any such depositary or other receipts of certificates representing Equity Shares from time to time shall be treated as being held by the holder of the relevant depositary or other receipts or certificates and not by such depositary, custodian or similar person; (iii) Equity Shares that have been borrowed and remain borrowed pursuant to any stock lending arrangement (including the Stock Lending Agreement) shall be treated as not being owned by the relevant lender; and (iv) Equity Shares held by or on behalf of the issuer of such Equity Shares or any subsidiary of such issuer or any person or persons acting together with such issuer or any subsidiary of such issuer shall be treated as not constituting part of the Equity Share Free Float;

“**Equivalent Amount**” has the meaning provided in Condition 6(d)(iii);

“**EUR**” or “**euro**” or “**€**” means the currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended;

“**Ex-Date**” means the first date on which the Siltronic Shares or, as the case may be, the relevant Equity Shares, are traded ex- the relevant Dividend or capitalisation or entitlement on the Relevant Stock Exchange (or, if not listed, quoted or dealt in on any stock exchange or securities market, the date for establishing entitlement in respect of the relevant Dividend or capitalisation or entitlement) or, in the case of a Spin-Off, on the first date on which the Siltronic Shares or, as the case may be, the relevant Equity Shares are traded ex- the relevant Spin-

Off on the Relevant Stock Exchange (or, if not listed, quoted or dealt in on any stock exchange or securities market, the date for establishing entitlement in respect of the relevant Spin-Off);

“**Exchange Date**” has the meaning provided in Condition 6(b)(i);

“**Exchange Expenses**” has the meaning provided in Condition 6(b)(i);

“**Exchange Property**” has the meaning provided in Condition 7(a);

“**Exchange Property Per Warrant**” means, for each Warrant at any time, a fraction of the Exchange Property in effect at such time the numerator of which shall be the Warrant Exercise Price of such Warrant and the denominator of which shall be the aggregate Warrant Exercise Price of all the Warrants (including the Warrant to which the relevant fraction relates) which are outstanding at such time (excluding for this purpose the Warrant Exercise Price of any Warrants in respect of which Exercise Rights have been exercised by a Warrantholder but in respect of which the Exchange Property has not yet been delivered or paid and excluding from the Exchange Property such portion of the Exchange Property in relation to such Warrants);

“**Exchangeable Unit**” has the meaning provided in Condition 1(c);

“**Exercise Notice**” has the meaning provided in Condition 6(b)(i);

“**Exercise Period**” has the meaning provided in Condition 6(a)(i);

“**Exercise Right**” has the meaning provided in Condition 6(a)(i);

“**Extraordinary Resolution of Warrantholders**” has the meaning provided in the Trust Deed;

“**Fair Market Value**” means, with respect to any property as at or on any date (the “**FMV Date**”) (and as determined by the Calculation Agent):

- (i) in the case of a Cash Dividend paid or to be paid per Siltronic Share or other Relevant Security, the amount of such Cash Dividend per Siltronic Share or other Relevant Security;
- (ii) in the case of any other cash amount, the amount of such cash;
- (iii) in the case of Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets which are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by (where the Calculation Agent determines in its sole discretion that it is capable of making such determination in its capacity as Calculation Agent) the Calculation Agent or (in any other case) an Independent Adviser), the arithmetic mean of (a) in the case of Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets for which a Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) is generally available, the Volume Weighted Average Price of such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets or (b) in the case of Relevant Securities, Spin-Off Securities, options, warrants or other securities, rights or assets for which a Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) is not generally available, the Closing Price of such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets, in the case of (a) and (b) during the period (the “**FMV Period**”) which is (x) the period of five Trading Days (for such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets) commencing on such FMV Date (or, if later, the date (the “**Adjusted FMV Date**”) which falls on the first such Trading Day such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets are publicly traded) or (y) such shorter period commencing on such FMV Date (or, as the case may be, Adjusted FMV Date) as such Relevant Securities, Spin-Off



Securities, shares, options, warrants or other securities, rights or assets are publicly traded, provided that where such Adjusted FMV Date falls after the fifth day following the FMV Date, the Fair Market Value of such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets shall instead be determined pursuant to paragraph (iv) below, and no such Adjusted FMV Date shall apply; and

- (iv) in the case of Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets which are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as aforesaid) or where the proviso to paragraph (iii) above applies, the fair market value thereof as determined by an Independent Adviser on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including volatility, prevailing interest rates and the terms of such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets;

provided that:

- (A) such amounts shall (unless otherwise provided in these Conditions) in each case be converted, if necessary, by the Calculation Agent:
  - (I) (in the case of (i) and (ii) above) into euro at the Prevailing Rate on the FMV Date (or, as the case may be, the Adjusted FMV Date);
  - (II) (in the case of (iii) above) into euro, by converting each such Volume Weighted Average Price or, as the case may be, Closing Price, at the Prevailing Rate on each Trading Day as aforesaid in the relevant FMV Period (such conversion being made before calculating the arithmetic mean of the Volume Weighted Average Prices or, as the case may be, the Closing Prices, as provided above); or
  - (III) (in the case of (iv) above) into such currency, and on such date or on the basis of such average over such period, as an Independent Adviser shall determine to be appropriate; and
- (B) in the case of (i) or (ii) above, Fair Market Value shall be determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit;

**“Final Acceptance Date”** means, in respect of any Offer, the final date for acceptance of such Offer which, if such Offer is extended prior to becoming unconditional, shall be the final date for acceptance of the extended Offer (but, if such Offer is or becomes unconditional, disregarding any additional or further period during which such Offer is open for acceptance);

**“Final Date”** means, in relation to any Offer, the date such Offer becomes or is declared unconditional in all respects, and, in relation to a compulsory acquisition procedure in relation to Equity Shares of a class comprised in the Exchange Property, the date that in accordance with applicable law such compulsory acquisition procedure has become effective, and, in relation to a Scheme of Arrangement, the date that such Scheme of Arrangement has become effective in accordance with applicable law;

**“Final Exercise Date”** means 13 January 2029;

**“Frankfurt Stock Exchange”** means the Börse Frankfurt trading venue of Deutsche Börse AG (or any successor thereto);

“**Global Exchangeable Unit**” has the meaning provided Condition 1(c);

“**Independent Adviser**” means an independent financial institution or an independent financial adviser, in each case, with appropriate expertise, which may (without limitation) be the Calculation Agent, appointed at their own expense by the Issuer or the Guarantor and (other than where the initial Calculation Agent is appointed) approved in writing by the Trustee (such approval not to be unreasonably withheld or delayed) or, if the Issuer or the Guarantor fails to make such appointment and such failure continues for a reasonable period (as determined by the Trustee in its sole discretion) and the Trustee is indemnified and/or secured and/or prefunded to its satisfaction, appointed by the Trustee (without liability for so doing) following notification to the Issuer and the Guarantor, which appointment shall be deemed to be made by the Issuer and the Guarantor;

“**Interest Payment Date**” has the meaning provided in the Bond Conditions;

“**Manufactured Dividends**” has the meaning provided in Condition 3(a);

“**Non-Cash Dividend**” means any Dividend which is not a Cash Dividend;

“**OECD member state**” means a member state of the Organisation for Economic Cooperation and Development;

“**Offer**” means an offer to the holders of (but other than a compulsory acquisition procedure in relation to) any Equity Shares of a class comprised in the Exchange Property, whether expressed as a legal offer, an invitation to treat or in any other way, in circumstances where such offer is available to all holders of the applicable Equity Shares (or all or substantially all such holders other than any holder to whom such offer may not be extended pursuant to applicable securities or other laws or who is, or is connected with, or is deemed to be acting together or in concert with, the person making such offer or to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any stock exchange in any territory, it is determined not to make such an offer);

“**Offered Cash Amount**” means the cash amount (translated if necessary into euro at the Prevailing Rate on the Final Date) comprising the whole or part of the Consideration for one Equity Share in respect of the relevant Offer, compulsory acquisition procedure in relation thereto or Scheme of Arrangement, as the case may be (other than cash paid in respect of fractional entitlements to the Offered Property) provided that if the Offered Property comprises securities or property other than Eligible Equity Shares, such securities or property will be deemed, for the purpose of this definition to form part of the Offered Cash Amount in an amount equal to their Fair Market Value on the Final Date (translated into euro at the Prevailing Rate on the Final Date);

“**Offered Property**” means the Consideration for one Equity Share in respect of the relevant Offer, compulsory acquisition procedure in relation thereto or Scheme of Arrangement, as the case may be, excluding the Offered Cash Amount;

“**Offered Property Value**” means the Fair Market Value of the Offered Property on the Final Date (translated if necessary into euro at the Prevailing Rate on the Final Date). In the case of an Offer, compulsory acquisition procedure in relation to any Equity Shares of a class comprised in the Exchange Property or Scheme of Arrangement, as the case may be, the Consideration in respect of which is entirely in cash (including such securities or property which fall within the definition of “**Offered Cash Amount**”) the Offered Property Value shall be zero;

“**Officer’s Certificate**” means a certificate signed by one Authorised Officer of the Issuer or two Authorised Officers the Guarantor (as the case may be) addressed and delivered to the Trustee;

“**Permitted Expenses**” means such amount, as determined by the Issuer as is equal to or, as the case may be, as would be equivalent to the costs and expenses, including any applicable stamp, transfer, registration or similar taxes or duties, incurred or, as the case may be, that would be incurred by the Issuer in making the relevant sale, subscription and purchase or taking up of rights as provided in these Conditions (whether or not any such sale, subscription or purchase or taking up of rights is made), together with such amount as would be equivalent to that necessary to indemnify the Issuer in respect of any liability to taxation in relation to any such sale, subscription and purchase or taking up of rights (whether or not any such sale, subscription and purchase or taking up of rights is made);

“**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation or government or any agency or political subdivision thereof;

“**Pledged Property**” has the meaning provided in Condition 3(a);

“**Predominant Equity Share Capital**” means, at any time, (i) if at such time there is only one type or series of Equity Share Capital comprised in the Exchange Property, such Equity Share Capital or, (ii) if at such time there is more than one type or series of Equity Share Capital comprised in the Exchange Property, such type or series of Equity Share Capital which in the determination of the Calculation Agent (where the Calculation Agent determines in its sole discretion that it is capable of making such determination in its capacity as the Calculation Agent) or of an Independent Adviser (in any other case) represents the largest proportion or weighting by value in the Exchange Property at such time;

“**Predominant Exchange Security**” means at any time, (i) if at such time there is only one type or series of Relevant Security comprised in the Exchange Property, such Relevant Security or (ii) if at such time there is more than one type or series of Relevant Securities comprised in the Exchange Property, such type or series of Relevant Securities which in the determination of the Calculation Agent (where the Calculation Agent determines in its sole discretion that it is capable of making such determination in its capacity as the Calculation Agent) or of an Independent Adviser (in any other case) represents the largest proportion or weighting by value in the Exchange Property at such time;

“**Premium Compensation Amount**” has the meaning provided in Condition 8(d);

“**Prevailing Rate**” means, in respect of any pair of currencies on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at 12 noon (London time) on that date (for the purpose of this definition, the “**Original Date**”) as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such rate cannot be so determined, such rate prevailing as at 12 noon (London time) on the immediately preceding day on which such rate can be so determined, provided that if such immediately preceding day falls earlier than the fifth day prior to the Original Date or if such rate cannot be so determined (all as determined by the Calculation Agent), the Prevailing Rate in respect of the Original Date shall be the rate determined in such other manner as an Independent Adviser shall consider appropriate;

“**Proceedings**” has the meaning provided in Condition 19(b);

“**Purchase Election Date**” has the meaning provided in Condition 7(e);

“**Purchase Election Notice**” has the meaning provided in Condition 7(e);

A “**Qualifying Offer**” means an Offer in respect of Equity Shares of a class comprised in the Exchange Property and comprising the Predominant Equity Share Capital;

“**Realisation Proceeds**” means the proceeds of sale (after the deduction of Permitted Expenses) of the relevant Exchange Property or the relevant dividends or other income or distributions or rights attaching thereto which is carried out by an independent broker or investment bank of international repute selected by the Issuer and approved by the Trustee (such approval not to be unreasonably withheld or delayed), on an arm’s length basis (converted if necessary into euro at the Prevailing Rate by the Calculation Agent on the date of receipt of such proceeds);

“**Recognised Stock Exchange**” means any regulated market operated by Deutsche Börse AG, any EEA Regulated Market or any other internationally recognised, regulated and regularly operating stock exchange in an OECD member state;

“**Record Date**” has the meaning provided in the Bond Conditions;

“**Reference Date**” has the meaning provided in Condition 6(d)(ii);

“**Registered Securities**” has the meaning provided in Condition 6(d)(ii);

“**Registration Date**” means, in respect of any Registered Securities comprised in the Exchange Property to be delivered to a Warrantholder upon exercise of Exercise Rights, the date on which the relevant Warrantholder is registered as the holder of such Registered Securities;

“**Regulation S**” has the meaning provided in Condition 6(b)(i);

“**Related Party**” means any person or persons (i) controlled (as defined in the Bond Conditions) by the Guarantor (alone or together with any other person or persons acting together with the Guarantor) or (ii) who (alone or together with any other person or persons) control the Guarantor;

“**Relevant Company**” means Siltronic and any corporation or company derived from or resulting or surviving from the absorption, merger (*fusion*), demerger or spin-off (*scission*), consolidation, amalgamation, reconstruction or acquisition of Siltronic with, into or by such other corporation or company, and any other entity, all or part of the share capital of which is, or all or some of the securities of which are, at the relevant time included in the Exchange Property;

“**Relevant Period**” means each of the periods set out below, and “**Reference Amount**” in respect of any Relevant Period means the amount set out below in respect of such Relevant Period;

<b>Relevant Period</b>	<b>Reference Amount (€)</b>
From (and including) the Closing Date to (and including) 31 December 2024	2,065.74
From (and including) 1 January 2025 to (and including) 31 December 2025	2,065.74
From (and including) 1 January 2026 to (and including) 31 December 2026	2,065.74
From (and including) 1 January 2027 to (and including) 31 December 2027	2,065.74
From (and including) 1 January 2028 to (and including) 31 December 2028	2,065.74

From (and including) 1 January 2029 to (and including) the Final Exercise Date	0
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“**Relevant Date**” means, in respect of any payment on or in respect of any Warrant, whichever is the later of:

- (a) the date on which such payment first becomes due; and
- (b) if any amount payable is improperly withheld or refused, the earlier of (i) the date on which payment in full of the amount outstanding is made and (ii) the date falling seven days after the Trustee or the Principal Warrant Agent has notified Warrantholders of receipt of all sums due in respect of all the Warrants up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders as provided in these Conditions);

“**Relevant Event**” has the meaning provided in Condition 7(b)(iii);

“**Relevant Exchange**” means the Open Market segment of the Frankfurt Stock Exchange or such other internationally recognised, regularly operating, regulated or non-regulated stock exchange on which the Warrants are admitted (or are to be admitted) to trading from time to time;

“**Relevant Exchange Property**” has the meaning provided in Condition 3(f);

“**Relevant Stock Exchange**” means:

- (i) in the case of the Siltronic Shares, XETRA or, if the Siltronic Shares are no longer admitted to trading XETRA, the principal stock exchange or securities market on which the Siltronic Shares are then listed, admitted to trading or quoted or dealt in; or
- (ii) in the case of any other Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets, the principal stock exchange or securities market on which such Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets are then listed, admitted to trading or quoted or dealt in,

where “**principal stock exchange or securities market**” shall mean the stock exchange or securities market on which the Siltronic Shares, other Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets (as the case may be) are listed, admitted to trading or quoted or dealt in, provided that if the Siltronic Shares or, as the case may be, such other Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets are listed, admitted to trading or quoted or dealt in (as the case may be) on more than one stock exchange or securities market at the relevant time, then “**principal stock exchange or securities market**” shall mean that stock exchange or securities market on which the Siltronic Shares, or as the case may be, the relevant Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets are then traded as determined by the Calculation Agent (where the Calculation Agent determines in its sole discretion that it is capable of making such determination in its capacity as the Calculation Agent) or by an Independent Adviser (in any other case) by reference to the stock exchange or securities market with the highest average daily trading volume in respect of the Siltronic Shares or other Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets, as the case may be;

“**Relevant Securities**” means any securities which at the relevant time are included in the Exchange Property;

“**Rights Issue**” has the meaning provided in Condition 7(b)(ii);

“**Scheme of Arrangement**” means a scheme of arrangement or analogous procedure (other than in the context of insolvency procedures) that results in the acquisition by another entity of all or a majority of the Equity Shares of a class comprised in the Exchange Property;

“**securities**” means shares or other securities (including without limitation any options, warrants, convertible Warrants, evidence of indebtedness or rights to subscribe or purchase shares or other securities);

“**Secured Parties**” has the meaning provided in Condition 3(a);

“**Secured Property**” has the meaning provided in Condition 3(a);

“**Security**” has the meaning provided in Condition 3(a);

“**Securities Account**” has the meaning provided in Condition 3(a);

“**Securities Act**” has the meaning provided in Condition 6(b)(i);

“**Settlement Date**” means in the case of the exercise of Exercise Rights the date falling 10 Trading Days after the relevant Exchange Date;

“**Siltronic**” means Siltronic AG, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated in the Federal Republic of Germany under registration number HRB 150884;

“**Siltronic Shares**” means fully paid no-par-value shares in the capital of Siltronic (which, as at the Closing Date, were designated with ISIN: DE000WAF3001) and all other (if any) shares or stock resulting from any subdivision, consolidation or reclassification of those shares which, as between themselves, have no preference in respect of dividends or amounts payable in the event of any liquidation (judicial or otherwise) or winding-up of Siltronic;

“**Specified Date**” means, in relation to any Offer, seven Trading Days (in respect of the Equity Shares the subject of the relevant Offer) prior to the Final Acceptance Date;

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by Siltronic to holders of Siltronic Shares as a class or, as the case may be, by any Relevant Company to the holders of its Equity Share Capital as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or securities) by any entity (other than Siltronic or, as the case may be, the Relevant Company) to holders of Siltronic Shares as a class or, as the case may be, by any Relevant Company to the holders of its Equity Share Capital as a class;

“**Spin-Off Securities**” means Equity Share Capital of an entity other than Siltronic, or as the case may be, the Relevant Company or options, warrants, securities or other rights to subscribe for or purchase Equity Share Capital of an entity other than Siltronic, or as the case may be, the Relevant Company;

“**Stamp Taxes**” has the meaning provided in Condition 6(b)(i);

“**Stock Borrower**” has the meaning provided in Condition 3(a);

“**Stock Lending Agreement**” has the meaning provided in Condition 3(a);

“**Stock Lending Guarantee**” has the meaning provided in Condition 3(a);

“**Stock Lent Securities**” has the meaning provided in Condition 3(a);

“**Sub-division, Consolidation or Redenomination**” has the meaning provided in Condition 7(b)(i);

“**Subsidiary**” means a corporation, partnership, joint venture, limited liability company or other entity, a majority of the outstanding voting stock, partnership interests or membership interests, as the case may be, of which is owned or controlled, directly or indirectly, by the Guarantor or by one or more other Subsidiaries of the Guarantor and, for the purposes of this definition, “**voting stock**” means stock having voting power for the election of directors, or trustees, as the case may be, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency;

“**Suspension Period**” has the meaning provided in Condition 8(c);

“**T2 System**” means the real-time gross settlement system operated by the Eurosystem (T2), or any successor or replacement thereto;

“**T2 Business Day**” means a day on which the T2 System is open for the settlement of payments in euro;

“**Trading Day**” means:

- (i) where specified to be in respect of Siltronic Shares or any Relevant Securities, Spin-Off Securities or other shares or options, warrants or other securities, rights or assets, a day on which (x) the Relevant Stock Exchange in respect thereof is open for business (other than a day on which the Relevant Stock Exchange is scheduled to or does close prior to its regular closing time) and (y) the Siltronic Shares or such Relevant Securities, Spin-Off Securities or other shares or options, warrants or other securities, rights or assets (as the case may be) may be traded or dealt in;
- (ii) where not specified as aforesaid, a day on which (x) the Relevant Stock Exchange in respect of the Predominant Exchange Security is open for business (other than a day on which the Relevant Stock Exchange is scheduled to or does close prior to its regular closing time) and (y) such Predominant Exchange Security may be traded or dealt in; and
- (iii) provided that, if the Exchange Property comprises solely cash, or other property (other than Relevant Securities in respect of which there is a Relevant Stock Exchange), “**Trading Day**” means a T2 Business Day;

“**Transaction Documents**” has the meaning provided in Condition 3(a);

“**Transfer Agent**” has the meaning provided in Condition 1(c);

“**Unit of Equity Shares**” means, at any time the number (rounded down to the nearest whole multiple of 0.01) of Siltronic Shares or any other Equity Shares comprised in the Exchange Property Per Warrant at such time;

“**U.S. Certification**” has the meaning provided in Condition 6(b)(i);

“**Value**” means with respect to any property or assets on any day;

- (1) in the case of a publicly-traded security for which a Volume Weighted Average Price is available on such day, the Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) of such publicly-traded security on such day, all as determined by the Calculation Agent;
- (2) in the case of a publicly-traded security for which a Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) is not available on such day, the Closing Price (disregarding for this purpose proviso (b) to the definition thereof) of such publicly-traded security on such day, all as determined by the Calculation Agent;

- (3) in the case of cash, the amount of such cash on such day; and
- (4) in the case of any other property or assets and in the case of any publicly-traded security for which a value cannot be determined pursuant to paragraph (1) or (2) above, the fair market value of such property or assets or security on such day, all as determined by an Independent Adviser,

in each case translated by the Calculation Agent (if not in euro) into euro at the Prevailing Rate in effect on such day

provided that:

- (a) for the purpose of determining the Value of the Exchange Property Per Warrant, such Value shall be equal to the aggregate of the Values of any property and assets (determined as provided in this definition) included in the Exchange Property Per Warrant, as determined by the Calculation Agent;
- (b) if on any day any such publicly-traded securities are quoted or traded on the Relevant Stock Exchange cum any dividend or other entitlement, or any assets or publicly-traded securities the value of which is to be determined pursuant to (4) above have the benefit of, or are entitled to, or carry the right to, any dividend or other entitlement, in any such case which (or a portion of which) a Warrantholder would not be entitled to pursuant to these Conditions (including in respect thereof pursuant to any Additional Exchange Property deliverable pursuant to Condition 6(d)(ii) or any cash amount or other property deliverable pursuant to Condition 6(d)(iii)) in respect of the relevant exercise of Exercise Rights (assuming for any other purpose, that such relevant exercise of Exercise Rights had occurred on such day), then the value of any such publicly-traded securities or assets on such day shall be reduced by an amount equal to the Value (or, in the case of a Cash Dividend or other cash amount, the Fair Market Value (converted, if necessary, into euro at the Prevailing Rate on such date)) as at such date of any such dividend or other entitlement (or relevant portion thereof), all as determined by the Calculation Agent;
- (c) if on any day any such publicly-traded securities are quoted or traded on the Relevant Stock Exchange ex any dividend or other entitlement, or any assets or publicly traded securities the value of which is to be determined pursuant to (4) above do not have the benefit of, or are not entitled to, or do not carry the right to, any dividend or other entitlement, in any such case which (or a portion of which) (AA) a Warrantholder would be entitled to pursuant to these Conditions (or in respect of which the relevant Warrantholder would have been entitled to receive any Additional Exchange Property pursuant to Condition 6(d)(ii) or any cash amount or other property deliverable pursuant to Condition 6(d)(iii)) in respect of the relevant exercise of Exercise Rights (assuming, for any purpose, that such relevant exercise of Exercise Rights had occurred on such day) and (BB) no adjustment to the Exchange Property in respect thereof pursuant to Condition 7(b) is in effect as at the date on which the relevant Exchange Property in respect of such exercise of Exercise Rights is determined, then the value of any such publicly-traded securities or assets on such day shall be increased by an amount equal to the Value (or, in the case of a Cash Dividend or other cash amount, the Fair Market Value (converted, if necessary, into euro at the Prevailing Rate as at such date)) as at such date of any such dividend or other entitlement (or relevant portion thereof), all as determined by the Calculation Agent; and
- (d) if any doubt shall arise as to whether any adjustment to the determination of Value is required, or as to the appropriate adjustment(s) required, to give the intended result, the Issuer may appoint an Independent Adviser to make a determination in respect thereof and, in the absence of manifest error and following consultation between the Issuer (as applicable) and the Independent Adviser, the written determination by the Independent Adviser in respect thereof shall be final and binding on the Issuer, the Warrantholders, the Trustee and the Warrant Agents;



**“Volume Weighted Average Price”** means, in respect of any day:

- (i) in the case of Siltronic Shares, the volume weighted average price of a Siltronic Share on the Relevant Stock Exchange published by or derived from Bloomberg page WAF GY Equity HP (or any successor ticker or page) (setting Weighted Average Line, or any other successor setting and using values not adjusted for any event occurring after such day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such day;
- (ii) in the case of any other Relevant Security, Spin-Off Security, share, option, warrant or other security, right or asset, the volume weighted average price published by or derived from the equivalent Bloomberg page in respect of the Relevant Stock Exchange on such day; or
- (iii) in the case of (i) and (ii) above, if not able to be so determined, the volume weighted average price in respect of such day on the Relevant Stock Exchange as obtained or derived from such Relevant Stock Exchange on such day,

all as determined by the Calculation Agent, and provided that:

- (a) if on any such day (for the purpose of this definition, the **“Original Date”**) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Siltronic Share or, as the case may be, any other Relevant Security, Spin-Off Security, share, option, warrant or other security, right or asset in respect of such day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Trading Day for Siltronic Shares or, as the case may be, such other Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets on which the same can be so determined, provided that if such immediately preceding Trading Day falls prior to the fifth day preceding the Original Date, the Volume Weighted Average Price in respect of such day shall be considered to be not capable of being determined pursuant to this proviso (a), all as determined by the Calculation Agent; and
- (b) if the Volume Weighted Average Price cannot be determined as aforesaid, the Volume Weighted Average Price of a Siltronic Share or, as the case may be, any other Relevant Security, Spin-Off Security, share, option, warrant or other security, right or asset in respect of such day shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine to be appropriate; and

**“Warrant Exercise Price”** means €100,000;

**“Warrantholder”** and **“holder”** mean the person in whose name a Warrant or, in respect of a Warrant comprised in an Exchangeable Unit, an Exchangeable Unit is registered in the Warrant Register (as defined in Condition 4(a));

**“Warrant Register”** has the meaning provided in Condition 4(a);

**“Written Resolution”** has the meaning provided in Condition 13(a).

**“XETRA”** means the electronic XETRA trading system of Deutsche Börse AG or any legal or functional successor thereof.

References to any offer **“by way of rights”** shall be taken to be references to an issue or offer or grant to all or substantially all holders of the class of securities in question, other than holders to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities

market in any territory or in connection with fractional entitlements, it is determined not to make such offer or grant.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

## 6 Exercise Right

### (a) *Warrant Exercise Price, Exercise Rights and Exercise Period*

- (i) Subject as provided in these Conditions, each Warrant shall entitle the holder to exercise such Warrant during the Exercise Period referred to below by paying the Warrant Exercise Price. The obligation to pay the Warrant Exercise Price shall be satisfied by, at the holder's option:
  - (A) delivery of a Bond in the principal amount of €100,000; or
  - (B) delivery of an Exchangeable Unit of which the relevant Warrant is a component, for redemption and cancellation by the Issuer; or
  - (C) if the relevant Warrant is exercised during the period of 30 consecutive days ending on (and including) the Final Exercise Date, payment in cash of the Warrant Exercise Price (any such exercise for cash pursuant to this Condition 6(a)(i)(C), a "**Cash Exercise**") and in such case, if the Warrant being exercised is part of an Exchangeable Unit, the relevant Bond component of that Exchangeable Unit shall automatically be deemed to be detached,

provided that, any exercise of one or more Warrants pursuant to any one Exercise Notice shall be made exclusively pursuant to (A), (B) or (C) above and not a combination thereof. Upon the exercise of a Warrant, the relevant Warrantholder shall be entitled to receive the Exchange Property Per Warrant, as at the relevant Exchange Date, as calculated by the Calculation Agent. Such exercise of a Warrant in exchange for the Exchange Property Per Warrant is referred to herein as an "**exercise**" and the right of a Warrantholder to exercise a Warrant is herein referred to as the "**Exercise Right**".

Subject to applicable law and as provided in this Condition 6(a) and save as provided in these Conditions, the Exercise Right relating to any Warrant may be exercised by the holder thereof, at any time on and after the Closing Date up to (and including) the Final Exercise Date, provided that Exercise Rights may not be exercised (i) after the date which is 10 days following the giving of notice to the Issuer by the Trustee pursuant to Condition 9 of the Bond Conditions that the Bonds are immediately due and payable; or (ii) if the Issuer shall exercise its right to redeem all outstanding Bonds in accordance with Condition 6(b) of the Bond Conditions, then after the date which is 10 days prior to the relevant date fixed for redemption of the Bonds.

A Warrantholder may not exercise the Exercise Right in respect of a Warrant in circumstances where (i) such exercise is not a Cash Exercise and (ii) the relevant Exchange Date would fall during the period commencing on the Record Date (as defined in the Bond Conditions) in respect of any payment of interest on the Bonds and ending on the relevant Interest Payment Date (as defined in the Bond Conditions) (both days inclusive).

The period during which Warrantholders shall be entitled to exercise Exercise Rights pursuant to these Conditions is referred to as the “**Exercise Period**”.

The Issuer, failing whom the Guarantor, shall give notice to the Trustee and to the Warrantholders in accordance with Condition 16 and to the Principal Warrant Agent and the Calculation Agent as soon as reasonable practicable if the Exercise Period is due to expire before the Final Exercise Date.

- (ii) No fraction of a Relevant Security or any other property comprised in the Exchange Property which is not divisible shall be delivered on exercise of the Exercise Rights and the Issuer shall not be under any obligation to make any payment to Warrantholders in respect of any such fraction and any such fraction will (subject to paragraph (iii) below) be rounded down by the Calculation Agent to the nearest whole multiple of a Relevant Security or unit of any such other property, provided that if more than one Warrant is exercised by a Warrantholder pursuant to any one Exercise Notice, the Exchange Property to be delivered and any sum payable to that Warrantholder shall be calculated by the Calculation Agent on the basis of the aggregate number of such Warrants.
- (iii) Upon exercise of Exercise Rights in respect of any Warrant, the Issuer shall deliver or procure the delivery of the relevant Exchange Property Per Warrant as provided in these Conditions.

**(b) Procedure for exercise of Exercise Rights**

- (i) Save as set out in the following paragraph, Exercise Rights in respect of a Warrant may be exercised by a Warrantholder during the Exercise Period by delivering the relevant Certificate to the specified office (or by electronic means) of any Warrant Agent, being 9.00 a.m. and 3.00 p.m. London time, accompanied by a duly completed and signed notice of exercise (an “**Exercise Notice**”) in the form (for the time being current) obtainable from any Warrant Agent and either (A) a Bond in the principal amount of €100,000; (B) the Exchangeable Unit of which the relevant Warrant is a component, for redemption and cancellation by the Issuer; or (C) if such exercise is a Cash Exercise, payment of the relevant Warrant Exercise Price.

If such delivery is made after 3:00 p.m. London time or on a day which is not a business day in the place of the specified office of the relevant Warrant Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day. An Exercise Notice can be deemed received by a Warrant Agent if sent by electronic means.

An Exercise Notice, once delivered, shall be irrevocable.

Exercise Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Warrant Agent to whom the relevant Exercise Notice is delivered is located.

Any determination as to whether any Exercise Notice has been duly completed and properly delivered shall be made by the relevant Warrant Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Trustee, the Warrant Agents, the Calculation Agent and the relevant Warrantholder.

A Warrantholder exercising Exercise Rights will be required to certify in the relevant Exercise Notice (a “**U.S. Certification**”) that it and any person (for whom it is acquiring Siltronic Shares or other Exchange Property on such exercise) (A) understands that the Siltronic Shares and/or

any other part of the Exchange Property to be delivered upon such exercise have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or the securities laws of any state or other jurisdiction of the United States, (B) is located outside the United States (within the meaning of Regulation S (“**Regulation S**” under the Securities Act)), is acquiring the Siltronic Shares and/or any other part of the Exchange Property to be delivered upon such exercise in an “offshore transaction” (as defined in Regulation S) in accordance with Rule 903 or 904 of Regulation S and understands that the Siltronic Shares and/or any other part of the Exchange Property may not be delivered within the United States upon such exercise and may not be offered or resold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the applicable securities laws of any state or other jurisdiction of the United States and (C) is not acting as a distributor of the Exchange Property. If such U.S. Certification is not provided, the relevant Exercise Notice shall be void.

Upon exercise of Exercise Rights, a Warrantholder shall, in the relevant Exercise Notice, specify a euro account maintained by the payee with a bank in a city in which banks have access to the T2 System to which any cash amount payable on or in respect of the exercise of Exercise Rights by that Warrantholder shall be credited and the Issuer (failing which the Guarantor) shall pay such sum to the relevant Warrantholder in accordance with any such directions.

Where Exercise Rights are exercised in respect of some only of the Warrants represented by a Certificate, the old Certificate shall be cancelled and a new Certificate for the balance thereof shall be issued without charge but upon payment by the Warrantholder of any taxes, duties and other governmental charges payable in connection therewith and the Warrant Registrar will within seven business days, in the place of the specified office of the Warrant Registrar, following the relevant Exchange Date (as defined below) deliver such new Certificate to the relevant Warrantholder at the specified office of the Warrant Registrar or (at the risk and, if mailed at the request of the Warrantholder otherwise than by ordinary mail, at the expense of the Warrantholder) mail the new Certificate by uninsured mail to such address as the Warrantholder may request.

The exercise date in respect of a Warrant (the “**Exchange Date**”) in respect of which the Exercise Right shall have been exercised by a Warrantholder will be the Frankfurt business day immediately following the date of the delivery of the Exercise Notice and the relevant Certificate as provided in this Condition 6(b)(i).

Subject as set out below, the Issuer (failing which the Guarantor) will pay any stamp, issue, registration, documentary, transfer, financial transaction or other similar taxes or duties (including penalties) (“**Stamp Taxes**”) (if any) arising on the transfer or delivery of any Exchange Property to or to the order of a Warrantholder pursuant to the exercise of Exercise Rights which are payable or imposed in The Grand Duchy of Luxembourg, The Federal Republic of Germany, the jurisdiction in which the relevant Exchange Property is situated (and for this purpose any securities in registered form comprising Exchange Property shall be deemed to be situated in the jurisdiction in which the register (or in the case of more than one register, the principal register) on which title to and transfers of such securities are recorded or maintained is located) and/or the jurisdiction in which any custody account in respect of any securities comprising Exchange Property is maintained or which is imposed or payable by virtue of the place of incorporation, domicile or tax residence of the issuer of any Relevant Securities comprised in the relevant Exchange Property, and all other costs, fees and expenses in connection with the transfer or

delivery of Exchange Property on exercise of Exercise Rights, including the costs, fees and expenses of any custodian, depository, agent or other entity facilitating the relevant transfer or delivery (together “**Exchange Expenses**”).

Subject to the above, a Warrantholder exercising Exercise Rights must pay directly to the relevant authorities any other taxes and capital, stamp, issue, registration, documentary, transfer or other duties (including interest, penalties and collection duties) arising in any jurisdiction not mentioned above on exchange and/or on the transfer, delivery or other disposition of Exchange Property arising on exercise of Exercise Rights.

None of the Trustee, any Warrant Agent, Custodian or the Calculation Agent shall be responsible for determining whether any Stamp Taxes or Exchange Expenses are payable or the amount thereof and shall not be responsible or liable for any failure by the Issuer or the Guarantor to pay such Stamp Taxes or Exchange Expenses.

If the Issuer (failing which the Guarantor) shall fail to pay any Stamp Taxes or Exchange Expenses for which it is responsible as provided above, the relevant holder who is liable for the payment of the same shall be entitled to tender and pay the same and the Issuer and the Guarantor, jointly and severally, as a separate and independent stipulation, covenants to reimburse each such Warrantholder in respect of the payment of such Stamp Taxes and/or Exchange Expenses and any penalties payable in respect thereof.

Each Warrantholder must pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal of a Warrant or interest therein in connection with the exercise of Exercise Rights by it.

- (ii) The Issuer shall cause the relevant Exchange Property to be delivered on exercise of Exercise Rights to be transferred or delivered as soon as practicable and in any event not later than the Settlement Date as follows:
- (1) in respect of Siltronic Shares (or other securities which are for the time being deliverable through Clearstream Frankfurt) by delivery of such Siltronic Shares as aforesaid through Clearstream Frankfurt (or, if the Siltronic Shares are no longer deliverable through Clearstream Frankfurt, through the clearing system through which the Siltronic Shares are for the time being deliverable) to the person designated for the purpose in the relevant Exercise Notice;
  - (2) in respect of other Relevant Securities that are deliverable through a clearing system (other than Clearstream Frankfurt), by delivery through that clearing system to the account specified in the relevant Exercise Notice;
  - (3) in respect of Relevant Securities not falling within (1) or (2) above, procure that the Relevant Securities comprising the relevant Exchange Property to be delivered on exercise of Exercise Rights are transferred into such name as the Warrantholder shall direct pursuant to the Exercise Notice and shall procure that forms of transfer and certificates (if certificates for such Relevant Securities are then generally being issued) together with all other documents of title and evidence of ownership and all other documents necessary to transfer or evidence the transfer of such Relevant Securities will be despatched by mail, and free of charge (but uninsured and at the risk of the person entitled thereto), to such

address, subject to applicable securities laws, as the Warrantholder may specify (as specified in the relevant Exercise Notice); and

- (4) procure that such documents of title and evidence of ownership of any other Exchange Property to be delivered on exercise of Exercise Rights shall be despatched and that payment of any part of the Exchange Property comprising cash to be delivered on exercise of Exercise Rights (converted if necessary into euro at the Prevailing Rate on the relevant Exchange Date) shall be made, in each case in accordance with directions given by the relevant Warrantholder in the Exercise Notice.

Notwithstanding the above, if Clearstream Frankfurt (or, as the case may be, the relevant clearing system through which the transfer of the Siltronic Shares or other Exchange Property is to be made as provided above) has been closed for a continuous period of two or more days (excluding Saturdays and Sundays and save by reason of holidays, statutory or otherwise) in the period from (and including) the relevant Exchange Date to (and including) the relevant Settlement Date, the Issuer will also notify the relevant Warrantholder in accordance with Condition 16 or at the address of the relevant Warrantholder specified in the relevant Exercise Notice (as the Issuer may determine) and the date for such delivery shall be the later of the final day of the period above and the earliest practicable date on which the relevant Exchange Property may be delivered or transferred to the relevant Warrantholder by or through Clearstream Frankfurt or, as the case may be, the relevant clearing system.

Neither the Issuer nor the Guarantor shall be responsible for or liable to any person, or required to pay any interest in respect of any delay in the delivery of any property comprising Exchange Property following exercise of Exercise Rights arising as a result of a failure by the relevant Warrantholder to supply all information and details as required by the relevant Exercise Notice or as a result of a failure of Clearstream Frankfurt or, as the case may be, the relevant clearing system, or any intermediary.

Notwithstanding the above, if, after the relevant Exchange Date, the Exchange Property has changed in whole or in part as a result of an Offer, a compulsory acquisition procedure in relation to any Equity Shares of a class comprised in the Exchange Property or a Scheme of Arrangement becoming effective, in each case as provided in Condition 8, then the Issuer will notify the relevant Warrantholder at the address of the Warrantholder specified in the relevant Exercise Notice (unless the Issuer has given notice of such change to Warrantholders generally in accordance with Condition 16) and the time for such delivery shall be the later of (i) the final day of such period set out above and (ii) the day falling 10 Frankfurt business days after the Consideration Date (or if the Exchange Property is listed, admitted to trading or quoted or dealt in on any stock exchange or securities market, 10 business days in the place of the Relevant Stock Exchange in respect thereof after the Consideration Date), in each case, unless a longer period is prescribed and required pursuant to applicable law.

**(c) Settlement Disruption**

If, at any time when the transfer or delivery of any Exchange Property (other than cash) to a Warrantholder is required in accordance with these Conditions, such transfer or delivery would, as certified to the Trustee in an Officer's Certificate (upon which certification the Trustee is entitled to rely without further enquiry or liability to any person), be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable

jurisdiction, the Issuer will notify the relevant Warrantholder at the address of the Warrantholder specified in the relevant Exercise Notice (unless the Issuer has given notice of such fact to Warrantholders generally in accordance with Condition 16) and the Issuer will make a cash payment to the relevant Warrantholder equal to the aggregate of the Realisation Proceeds in respect of the relevant Exchange Property in lieu of the delivery of such Exchange Property to such Warrantholder. The Issuer will pay any such amount to the relevant Warrantholder not later than 10 T2 Business Days after the relevant Settlement Date or such later date if the Issuer is delayed in realising the Realisation Proceeds due to the sale of the relevant Exchange Property being unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction.

**(d) Exchange Property record date, Additional Exchange Property and Equivalent Amounts**

*(i) Exchange Property Record Date*

A Warrantholder shall upon exercise of each Warrant be deemed (subject as provided herein) as between it and the Issuer to be, on the relevant Exchange Date the holder of record of all Relevant Securities and/or the owner of any other property or assets included in the Exchange Property to be delivered to such Warrantholder, and in each case shall be, subject as provided herein, entitled as between it and the Issuer to receive all dividends, interest and other income payments and distributions and rights in respect of such Exchange Property and any Additional Exchange Property declared paid, made or granted by reference to a record date or other due date for the establishment of entitlement in respect thereof falling on or after such Exchange Date (or, in the case of Additional Exchange Property, the relevant Reference Date).

Subject as provided herein, Exchange Property to be delivered on exercise of Exercise Rights shall not include any dividends or other income thereon or other distributions or rights in respect thereof, declared, paid, made or granted by reference to a record date or other due date for the establishment of the relevant entitlement falling prior to the relevant Exchange Date (or, in the case of Additional Exchange Property, the relevant Reference Date).

Exchange Property (and, where appropriate, any Additional Exchange Property) to be delivered on exercise of Exercise Rights shall be entitled to all dividends, interest and other income, payments and distributions and rights thereon or in respect thereof declared, paid, made or granted by reference to a record date or other due date for the establishment of entitlement falling on or after the relevant Exchange Date (or, in the case of Additional Exchange Property, the relevant Reference Date).

*(ii) Additional Exchange Property*

Without prejudice to Condition 6(e) and subject as provided in Condition 6(d)(iii)(II), if:

- (A) the Exchange Date in respect of any Warrant shall be on or after the date of any public announcement affecting the composition of any part of the Exchange Property (other than Siltronic Shares or other securities in registered form (“**Registered Securities**”) in circumstances where the relevant entitlement is determined by reference to a record date in respect thereof), but before the date on which such change is effective; or
- (B) the Exchange Date in respect of any Warrant shall be after the record date or other due date for the establishment of the relevant entitlement in respect of any Rights Issue or any Sub-division, Consolidation or Redenomination or Relevant Event in respect of any

Registered Securities comprising Exchange Property but before the date on which adjustment of the Exchange Property becomes effective in accordance with Condition 7(b); or

- (C) the Exchange Date in respect of any Warrant shall be on or before the record date or other due date for the establishment of the relevant entitlement in respect of any Rights Issue or any Sub-division, Consolidation or Redenomination or Relevant Event in respect of any Registered Securities comprising Exchange Property in circumstances where (x) the Registration Date in respect of such Registered Securities is after such record date or other due date for the establishment of the relevant entitlement and the relevant Warrantholder would not otherwise receive the relevant entitlement but the Issuer has received or is entitled to receive such entitlement and (y) an adjustment to the Exchange Property in respect thereof becomes effective in accordance with Condition 8(b),

then in each case, the relevant Warrantholder, unless the Issuer is able to and elects to confer on or deliver to the relevant Warrantholder the benefit of the relevant entitlement, shall be entitled to receive, in respect of the exercise of the relevant Exercise Rights, such *pro rata* amount or, as the case may be, further *pro rata* amount of the Exchange Property (“**Additional Exchange Property**”) as would have been receivable had the relevant Exchange Date occurred immediately after the date on which such change in the composition of the Exchange Property or adjustment to the Exchange Property became effective, all as determined by the Calculation Agent, and such Additional Exchange Property shall be delivered to the relevant Warrantholder in accordance with instructions contained in the relevant Exercise Notice as soon as practicable following the date (the “**Reference Date**” in respect of such Additional Exchange Property) on which the relevant adjustment to the Exchange Property becomes effective or, as the case may be, the date of the receipt by the Issuer of the relevant Additional Exchange Property (whichever is later).

(iii) *Equivalent Amounts*

- (I) Subject as provided in Condition 6(d)(iii)(II), if the record date or other due date for the establishment of the relevant entitlement for or in respect of any Dividend, interest or other income, payment or distribution or rights on or in respect of any such Exchange Property to be delivered on exercise of Exercise Rights falls on or after the Exchange Date but before the relevant Settlement Date (or any other date from which the relevant Warrantholder is treated as the owner of, or entitled to all rights and entitlement to, such Exchange Property) with the effect that the relevant Warrantholder is not entitled to such dividend, interest or other income, payment or distribution of rights, the Issuer will (unless it is able to confer on or deliver to the relevant Warrantholder an entitlement to receive such dividend, interest or other income, payment or distribution or rights or (in the case of sub-paragraph (z) below) unless and to the extent that the same is taken into account for the purposes of Condition 6(d)(ii) relating to entitlement to Additional Exchange Property):

- (y) (in the case of a Cash Dividend or any interest or other income, payment or distributions or rights to be paid or made in cash) pay, or procure the payment to, the exchanging Warrantholder in lieu thereof, an amount in cash equal to (A) in the case of a Cash Dividend, 90 per cent. of the Fair Market Value thereof or (B) in any other case, the Fair Market Value thereof (on the date of receipt thereof by the Issuer), all as determined by the Calculation Agent (the “**Equivalent**



**Amount**<sup>7)</sup>). The Issuer will pay the Equivalent Amount, or procure that it is paid, to the relevant Warrantholder by not later than 10 T2 Business Days after the later of (i) the date of receipt by the Issuer of such Cash Dividend or interest or other income, payment or distributions or rights and (ii) the relevant Settlement Date; and

- (z) (in the case of a Non-Cash Dividend or any other income or distributions or rights to be satisfied or made otherwise than in cash) deliver, or procure the delivery of, the same to the relevant Warrantholder not later than 10 T2 Business Days after the later of (i) the date of receipt by the Issuer of such Non-Cash Dividend or other income or distribution or rights and (ii) the relevant Settlement Date. If, at any time when the delivery of any such dividend or other income or distribution or rights is required, delivery would, as certified to the Trustee in an Officer's Certificate (upon which certification the Trustee is entitled to rely without further enquiry or liability to any person), be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the Issuer will make a cash payment equal to the aggregate Realisation Proceeds of such dividend or other income or distribution or rights. The Issuer will pay any such amount to the relevant Warrantholders not later than 10 T2 Business Days after the receipt by the Issuer of such Non-Cash Dividend or other income or distribution or rights.

For the purposes of this Condition 6(d) (iii)(I), if there is an option to receive the relevant entitlement in the form of a cash amount or otherwise than in cash, the entitlement shall be treated as being paid or made in cash, and accordingly the provisions of (I(y)) above shall apply.

- (II) If, in respect of any Cash Dividend, or any interest or other income, payment or distributions or rights to be paid or made in cash, the provisions of Condition 6(d)(iii)(I)(y) require an Equivalent Amount or other property to be paid or delivered to a Warrantholder and, in respect of such Cash Dividend, interest or other income, payment or distributions or rights, the provisions of Condition 6(d)(ii) require Additional Exchange Property to be delivered to such Warrantholder, then the provisions of Condition 6(d)(iii)(I)(y) shall prevail and the relevant Warrantholder shall be entitled to receive the relevant Equivalent Amount, and Condition 6(d)(ii) shall not apply to such Cash Dividend, interest or other income, payment or distributions or rights.

- (iv) *Rights in respect of securities comprised in the Exchange Property*

Subject to the foregoing provisions of this Condition 7(d), the Issuer makes no representation or warranty as to whether any Warrantholder may under applicable laws or regulations be entitled to exercise any voting or other rights in respect of any securities comprised in the Exchange Property delivered to it upon exercise of Exercise Rights or to receive or have the benefit of any dividends or distributions or economic rights or benefits relating to such securities, nor whether any approval, consent or filing (or the like) is required to be obtained by such Warrantholders in accordance with applicable laws and regulations in connection with the acquisition by it of any securities comprised in the Exchange Property or to exercise any such voting or other rights or to receive or have the benefit of any such dividends or distributions or economic rights. The inability of any Warrantholder to exercise any such voting or other rights or to receive or have the benefit

of any such dividends or distributions or other economic rights as a result of the application of applicable laws or regulations or the failure by the relevant Warrantholder to obtain any applicable approval or consent or make any filing (or the like) in accordance with applicable laws and regulations shall not constitute a breach by the Issuer of its obligations under the Warrants or the Trust Deed.

**(e) No Charges**

None of the Issuer, the Guarantor, the Trustee, the Warrant Registrar or any Warrant Agent will impose any costs, fees, charges or expenses on Warrantholders on or in respect of the exercise of Exercise Rights or the delivery of any Exchange Property.

## **7 The Exchange Property**

**(a) Initial Exchange Property**

The “**Exchange Property**” as at the Closing Date comprises 3,100,413 Siltronic Shares and shall, from time to time, include:

- (i) such other Relevant Securities and other property and assets (including any cash amounts) arising out of or derived or resulting therefrom; and
- (ii) such other property as may be deemed or required to comprise all or part of the Exchange Property pursuant to these Conditions,

but excluding any such property as may or may be deemed to have ceased to form part of the Exchange Property and excluding any Cash Dividend (and any Dividend treated as a Cash Dividend) other than to the extent comprising a Capital Distribution and excluding any other income and other benefits, rights and entitlements derived from the Exchange Property except to the extent forming or to form part of or giving rise to an adjustment to the Exchange Property pursuant to these Conditions.

*Based on the Exchange Property as at the Closing Date, the Exchange Property Per Warrant as at the Closing Date is approximately 898.15 Siltronic Shares for each Warrant (equivalent to an initial implied exercise price of approximately €111.34 per Siltronic Share).*

The Exchange Property is subject to adjustment in accordance with this Condition 7 and Condition 8.

All Exchange Property transferred or delivered upon exercise of Exercise Rights shall be transferred or delivered with full title guarantee and free from any and all security interests or other adverse interests.

At any particular time, the Issuer (including as a result of lending Siltronic Shares or other Relevant Securities to the Stock Borrower pursuant to the Stock Lending Agreement) may not be the legal owner of sufficient Exchange Property required to be delivered on exercise of Exercise Rights or otherwise pursuant to these Conditions in respect of all outstanding Warrants. However, these Conditions shall be read and construed as though at all times the Issuer were the holder of sufficient Exchange Property required to be delivered on exercise of Exercise Rights or otherwise pursuant to these Conditions in respect of all outstanding Warrants. Accordingly (whether or not the Issuer shall hold any Exchange Property), for the purposes of determining whether and to what extent any adjustment should be made to the Exchange Property at any time, for the purposes of these Conditions, the Issuer shall be deemed to be entitled to receive such further or other Relevant Securities, securities, property or assets including cash and/or consideration on the date the Issuer would have been entitled to receive the same, and to make any relevant elections in respect thereof or relating thereto, as it would have been entitled to receive

and/or make had it at all relevant times been the holder of sufficient Exchange Property to satisfy exercise of Exercise Rights or otherwise required to be delivered pursuant to these Conditions in respect of all outstanding Warrants and to have made any sale and applied to any cash and the proceeds of any sale as provided in these Conditions, and references in these Conditions to the Exchange Property being adjusted shall be construed accordingly.

**(b) *Adjustments to the Exchange Property***

If at any time any event occurs which may result in any change in composition of the Exchange Property pursuant to paragraphs (i) to (iii) below the Issuer (failing which the Guarantor) shall consult with the Calculation Agent, and the Calculation Agent shall determine, on behalf of and at the expense of the Issuer (failing which the Guarantor), the appropriate adjustment (if any) to be made to the Exchange Property in accordance with the provisions of paragraphs (i) to (iii) below.

For the purposes of determining the appropriate adjustment to be made to the Exchange Property, any reference in these Conditions to the time or date of receipt by the Issuer of any property or assets shall be construed as a reference to the time at, or date on, which the Issuer receives or, if it does not hold the relevant Exchange Property at the relevant time, would otherwise have received or would have first been entitled to receive the same had it been the holder of the relevant Exchange Property.

**(i) *Sub-division, Consolidation or Redenomination***

If any Relevant Securities comprising the Exchange Property shall be sub-divided or consolidated, re-classified or re-denominated or in any other manner have their nominal or par value (or the like) changed (“**Sub-division, Consolidation or Redenomination**”) then the securities resulting from such Sub-division, Consolidation or Redenomination, so far as attributable to the Relevant Securities comprised in the Exchange Property, shall be included in the Exchange Property with effect from the date such Sub-division, Consolidation or Redenomination takes effect.

**(ii) *Rights Issues***

If further Relevant Securities or other securities, or options, warrants or rights to subscribe or purchase further Relevant Securities or other securities shall be offered by way of rights to holders of Relevant Securities (other than, for the avoidance of doubt, where the same constitutes a Cash Dividend) (a “**Rights Issue**”), then:

- (a)** if such rights are capable of being publicly traded and can be sold by the Issuer under applicable law and/or the terms of the Rights Issue, by not later than the latest day for accepting or taking up any such rights (for the purposes of this paragraph (a), the “**Election Date**”), the Issuer may elect either:
  - (A)** to procure on an arm’s length basis in good faith the sale by a reputable independent broker or investment bank with appropriate expertise selected and appointed by the Issuer of sufficient rights to enable the whole of the balance of such rights to be taken up and procure the application of the proceeds of sale, after the deduction of Permitted Expenses, in the taking up of such rights, with any excess proceeds of sale (but only to the extent the Fair Market Value thereof as at the first date on which such excess proceeds as aforesaid can be determined is in excess of €100) being added to and forming part of the Exchange Property; or

- (B) to add or procure that there is added to the Exchange Property such number (rounded down, if necessary to the nearest whole number) of Relevant Securities or other securities or options, warrants or rights as aforesaid as is determined by dividing (x) the Fair Market Value as at the Determination Date of such number of rights as would have been required to be sold (assuming for this purpose the proceeds of such sale to be the Fair Market Value (determined in accordance with Condition 7(b)(ii)(c)) of such rights as at the Determination Date, but without any deduction) to enable the balance of such rights to be taken up by (y) the exercise, subscription or purchase price (or the like) payable upon exercise of such rights.

In the absence of any such election being notified to the Warranholders in accordance with Condition 16 and to the Trustee by not later than the Election Date, paragraph (B) immediately above shall apply.

- (b) If such rights are not capable of being publicly traded and/or sold by the Issuer under applicable law and/or the terms of the Rights Issue, by not later than the latest day for accepting or taking up any such rights (for the purposes of this paragraph (b), the “**Election Date**”), the Issuer may elect either:
  - (A) based on advice from an Independent Adviser appointed by the Issuer or the Guarantor with a view to realising the value (if any) of such rights, to use any part of the Exchange Property comprising cash to take up such rights and/or procure in good faith on an arm’s length basis the sale by a reputable independent broker or investment bank with appropriate expertise selected and appointed by the Issuer or the Guarantor of sufficient Relevant Securities to enable (after the deduction of the Permitted Expenses) the whole (or, where any such Relevant Securities are sold (as aforesaid) *cum* such rights, the balance) of such rights to be taken up (or such lower number (which may be none) of rights as may be taken up based on the advice of such Independent Adviser) as aforesaid, (with in any such case, any excess proceeds of sale (but only to the extent the Fair Market Value thereof as at the first date on which such excess proceeds as aforesaid can be determined is in excess of €100), being added to and forming part of the Exchange Property); or
  - (B) to add to the Exchange Property such number (if any) (rounded down, if necessary to the nearest whole number) of Relevant Securities of the class to which such rights relate or other securities or options, warrants or rights as aforesaid as is determined to be appropriate by an Independent Adviser to reflect the value (if any) of the rights that would have been capable of being realised by the Issuer pursuant to paragraph (A) immediately above.

In the absence of any such election being notified to the Warranholders in accordance with Condition 16 and to the Trustee by not later than the Election Date, paragraph (B) immediately above shall apply.

- (c) For the purposes of paragraph (a)(B), the Fair Market Value, on any particular day for the purposes of the relevant calculation shall be converted, if necessary, by the Calculation Agent into the currency in which the relevant exercise, subscription or purchase price (or the like) is expressed at the Prevailing Rate on such Trading Day.

- (d) In the case of paragraphs (a)(A) and (b)(A) above, any Relevant Securities or other securities or options, warrants or rights taken up pursuant to this paragraph and any excess proceeds of sale as aforesaid shall upon receipt by the Issuer be added to and form part of the Exchange Property. In the case of paragraphs (a)(B) and (b)(B) above, the relevant addition to the Exchange Property shall be effective on the Trading Day immediately following the relevant determination by the Calculation Agent (in the case of paragraph (a)(B)) or the Independent Adviser (in the case of paragraph (b)(B)).
  - (e) Any rights or other property sold (or deemed to have been sold) and any cash applied as provided in paragraph (a)(A) or (b)(A) and the number of rights determined for the purpose of paragraph (a)(B)(x) shall not form or, as the case may be, shall cease to form part of the Exchange Property.
  - (f) “**Determination Date**” means in the case of Condition 7(b)(ii)(a)(B), the first Trading Day (for the relevant rights) on which the relevant rights may be publicly traded.
- (iii) *Bonus Issues, Capital Distributions, Reorganisations and Payments*

If any of the following events occurs (each a “**Relevant Event**”):

- (A) Relevant Securities or other securities are issued credited as fully paid to holders of Relevant Securities of a class comprised in the Exchange Property by way of capitalisation of profits or reserves or otherwise by virtue of being holders of Relevant Securities (other than where the relevant event is determined to constitute a Cash Dividend pursuant to paragraph (a) or (b) of the definition of Dividend); or
- (B) any Capital Distribution is paid or made in respect of any Siltronic Shares or Equity Share Capital comprised in the Exchange Property; or
- (C) a Relevant Company (or any person on behalf of or at the direction or request of, or pursuant to an arrangement with, a Relevant Company) purchases or redeems any Relevant Securities of a class comprised in the Exchange Property; or
- (D) pursuant to any scheme of arrangement, reorganisation, amalgamation, reconstruction, merger, demerger or any like or similar event of any company or companies (whether or not involving liquidation or dissolution), any further Relevant Securities or other securities, property or assets (including cash) are issued, distributed or otherwise made available to holders of Relevant Securities or other securities of a class comprised in the Exchange Property, or
- (E) any cash amount is paid or distributed in whatever manner (including by way of payment of interest, distribution, dividend, repayment of principal or capital or redemption monies) or any securities or other property is distributed, issued, transferred or delivered in whatever manner, in each case in respect of any Relevant Securities or other property or assets (in each case, other than Siltronic Shares or Equity Share Capital) of a class comprised in the Exchange Property,

then the further Relevant Securities, securities or other property or assets (including cash amounts) received in relation to the Relevant Event, so far as attributable to the Exchange Property or, as the case may be, the relevant Capital Distribution in respect of the Siltronic Shares or Equity Share Capital comprised in the Exchange Property, shall (subject as provided in

Condition 7(e)) be included as part of the Exchange Property at such time as such Relevant Securities, securities or other property or assets (including cash amounts) would in the ordinary course be received by a holder of such Relevant Securities (and, if applicable, applied in accordance with Condition 7(e)).

(c) ***Notice of Change in Exchange Property***

The Issuer shall give notice to the Trustee and to the Warrantholders in accordance with Condition 16 and to the Principal Warrant Agent and the Calculation Agent of any change in composition of the Exchange Property Per Warrant as soon as reasonably practicable following such change, and, at the same time, shall specify the Exchange Property and the Exchange Property Per Warrant following such change.

(d) ***Reduction in Exchange Property***

Subject as provided below, upon delivery of the full amount of the Exchange Property required to be delivered pursuant to these Conditions on an exercise of Exercise Rights or upon any expiration or purchase and cancellation of the Warrants or in respect of any Warrant delivered upon exercise of the right to require redemption of the Bonds pursuant to Condition 6(c) of the Bond Conditions, the Exchange Property Per Warrant (determined as at the date for determining the Exchange Property Per Warrant in respect of the relevant exercise of Exercise Rights or, in the case of an expiration of the Warrants, or a purchase and cancellation of Warrants, as at the date of expiration or cancellation of the relevant Warrants or, in the case of Warrants delivered upon exercise of the right to require redemption of the Bonds as aforesaid, as at the date of redemption of the Bonds) in respect of the relevant Warrants (all as determined by the Calculation Agent) shall cease to be part of the Exchange Property and the Exchange Property shall be reduced accordingly.

(e) ***Purchase of Relevant Securities etc.***

Subject as provided in the proviso to this Condition 7(e), if at any time Equity Share Capital is comprised in the Exchange Property and any cash amount or securities or other property (including any Dividend) is comprised in or is to be added to and form part of the Exchange Property pursuant to these Conditions (other than (i) any additional Equity Share Capital of a class already comprised in the Exchange Property or (ii) as included in the Consideration) before the Exercise Rights expire, then the Issuer, in its sole discretion, may elect (by notifying the Warrantholders in accordance with Condition 16 and the Trustee, any such notice, a “**Purchase Election Notice**”) by no later than 5.00 p.m. (London time) on the Purchase Election Date that:

- (i) any such cash amount or securities or other property received or receivable by the Issuer in respect of any Exchange Property shall be applied; and
- (ii) following consultation with the Calculation Agent, such securities or other property received or receivable by the Issuer in respect of any Exchange Property shall be sold in good faith on an arm’s length basis by a reputable independent broker or investment bank with appropriate expertise selected by or on behalf of the Issuer and the proceeds of such sale (net of any costs and expenses incurred in connection with such sale) shall be applied,

in each case, by or on behalf of the Issuer as soon as reasonably practicable and to the extent possible in purchasing additional Equity Share Capital of the class then comprised in the Exchange Property (and where at the relevant time the Exchange Property comprises more than one class of Equity Share Capital, further Equity Share Capital of each such class on a *pro rata* basis (as determined by reference

to the Value of each such class of Equity Share Capital comprised in the Exchange Property as at the Trading Day which immediately precedes the date on which the relevant cash amount or securities or other property would otherwise be added to the Exchange Property pursuant to these Conditions), and such additional Equity Share Capital (together with any excess cash or cash proceeds of sale as aforesaid following such application (but only to the extent the Fair Market Value thereof as at the first day on which such excess as aforesaid can be determined (converted into euro as the Prevailing Rate on such day) is in excess of €100))) shall be added to and form part of the Exchange Property (with effect from the Frankfurt business day immediately following the last date on which such additional Equity Share Capital is so purchased),

*provided that*, if the Issuer gives a Purchase Election Notice but such purchase is not made within 10 Frankfurt business days following receipt of the relevant cash amount or securities or other property as aforesaid, then there shall be added to and form part of the Exchange Property such additional Equity Share Capital of the class or classes then comprised in the Exchange Property as aforesaid as is determined by the Calculation Agent by dividing:

- (x) the Fair Market Value of such cash amount or securities or other property as at the date (the “**Calculation Date**” of such Fair Market Value) which is the Trading Day (in the case of a cash amount) for the Predominant Exchange Security or (in the case of securities or other property) for such securities or other property immediately following the date on which the relevant cash amount or securities or other property would otherwise be added to the Exchange Property pursuant to these Conditions; by
- (y) the Fair Market Value of the relevant Equity Share Capital as at the first Trading Day for the relevant Equity Share Capital immediately following (a) such Calculation Date or (b) where the Fair Market Value referred to in sub-paragraph (x) above is to be determined pursuant to limb (iii) of the definition thereof, the first Trading Day immediately following the relevant FMV Period (or, in each case if later, the first day on which the Fair Market Value referred to in sub-paragraph (x) above is capable of being determined in accordance with these Conditions),

and such additional Equity Share Capital shall be so added to and form part of the Exchange Property with effect from the first Frankfurt business day immediately following (a) the FMV Date in respect of the Fair Market Value referred to in sub-paragraph (y) above is determined or (b) where the Fair Market Value referred to in sub-paragraph (y) above is to be determined pursuant to limb (iii) of the definition thereof, the last day of the relevant FMV Period (or, in each case if later, from the first Frankfurt business day on which the Fair Market Value referred to in sub-paragraph (y) above is capable of being determined in accordance with these Conditions).

If the Issuer does not elect, in its sole discretion, by 5.00 p.m. (London time) on the Purchase Election Date to purchase Equity Share Capital in accordance with the immediately preceding paragraph, such cash amount or securities or other property shall be added to and form part of the Exchange Property. Any cash amount which is added to and form part of the Exchange Property shall, if necessary, be converted into euro at the Prevailing Rate on the date of receipt of such cash amount and such cash amount shall remain comprised in the Exchange Property and the Issuer shall not apply any such cash amount in purchasing an additional or further Equity Share Capital or any other property or assets.

If any cash amount is to be added to and form part of the Exchange Property in circumstances where the Exchange Property comprises solely cash, such cash amount (converted, if necessary, into euro at the

Prevailing Rate on the date of receipt of such cash amount) shall be, or as the case may be, shall be added to, the Exchange Property and thereafter the Exchange Property shall comprise and remain solely cash.

No interest shall accrue on or in respect of any cash amount comprised in the Exchange Property.

For the purchase of these Conditions, “**Purchase Election Date**” means the date falling three Frankfurt business days prior to the date on which the Relevant Securities, securities or other property or assets required to be added to the Exchange Property would in the ordinary course be received by a holder of such Relevant Securities.

**(f) *Voting Rights etc.***

The Trustee shall have no voting rights in respect of the Siltronic Shares or any other part of the Exchange Property and/or the Pledged Property and Warrantheolders shall have no voting rights in respect of the Siltronic Shares or any other part of the Exchange Property prior to their delivery or transfer to the relevant Warrantheolder (or as it may direct).

In exercising any voting rights attaching to the Siltronic Shares and/or other Relevant Securities that it may have or making any such election to which it may be entitled, neither the Issuer nor the Guarantor is obliged to take account of the interests of the Warrantheolders and it is therefore possible that the Issuer and/or the Guarantor may act in a manner which is contrary to or may not be in the best interests of the Warrantheolders.

**(g) *Other Adjustments to the Exchange Property and Contemporaneous Events***

If the Issuer (having consulted with the Calculation Agent) determines that:

- (i) an adjustment should be made to the Exchange Property as a result of one or more events or circumstances not referred to in Condition 7(b)(i), 7(b)(ii) or 7(b)(iii), even if the relevant event is or circumstances are specifically excluded from the operation of Condition 7(b)(i), 7(b)(ii) or 7(b)(iii); or
- (ii) more than one event which gives rise or may give rise to an adjustment to the Exchange Property has occurred or will occur within such a short period of time that a modification to the operation of the adjustment provisions is required in order to give the intended result; or
- (iii) one event which gives rise or may give rise to more than one adjustment to the Exchange Property has occurred or will occur such that a modification to the operation of the adjustment provisions is required in order to give the intended result,

the Issuer shall, at its own expense and acting reasonably, request an Independent Adviser, acting as an expert, to determine as soon as practicable what adjustment (if any) to the Exchange Property is fair and reasonable to take account thereof and the date on which such adjustment should take effect and upon such determination the Issuer shall procure that such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this Condition 7(g) if such Independent Adviser is so requested to make such determination in writing not more than 21 days after the occurrence of the relevant event or circumstance and provided that such adjustment shall result in an increase to the Exchange Property.

**(h) *Decision of an Independent Adviser or the Calculation Agent***

Adjustments to the Exchange Property pursuant to this Condition 7 or Condition 8 shall be determined and calculated by the Calculation Agent and/or to the extent so specified in the Conditions, by an



Independent Adviser. Any calculation or determination performed or made on any matter or (in the case of the Independent Adviser) opinion considered, by the Calculation Agent or an Independent Adviser, as the case may be, for the purposes of these Conditions shall in each case be made in good faith and shall be final and binding (in the absence of manifest error) on the Issuer, the Guarantor, the Trustee, the Warrantholders, the Warrant Agents and the Calculation Agent (in the case of a determination by an Independent Adviser). The Trustee and the Warrant Agents shall have the right to rely on such determination without further inquiry and liability to any person. The Calculation Agent may consult, at the expense of the Issuer (failing which the Guarantor), on any matter, obtain the advice or engage the services of any lawyers, accountants, investment banks or other experts whose advice or services the Calculation Agent may, acting properly, deem necessary, and the Calculation Agent shall be able to rely upon, and shall not be liable and shall incur no liability as against the Issuer, the Guarantor, the Trustee or the Warrantholders in respect of anything done, or omitted to be done, relating to that matter in accordance with, any written opinion so obtained. The Calculation Agent or, as the case may be, an Independent Adviser appointed by the Issuer in accordance with these Conditions is acting exclusively as an agent for the Issuer and the Guarantor and upon the request of the Issuer or the Guarantor, and in accordance with the Conditions, and will not thereby assume any relationship of agency or trust with, and shall not incur any liability as against, the Trustee or the Warrantholders. Neither the Trustee, the Warrant Agents nor the Calculation Agent shall be under any duty to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Exchange Property and will not be responsible or liable to any person for any loss arising from any failure by it to do so. Neither the Trustee nor the Warrant Agents shall be responsible or liable to any person in relation to the determination or calculation of any such adjustment.

If any doubt shall arise as to whether an adjustment falls to be made to the Exchange Property, or as to the appropriate adjustment to the Exchange Property, or as to when such adjustment shall take effect or be deemed to have taken effect, the Issuer shall appoint an Independent Adviser to make a determination in respect thereof and, in the absence of manifest error and following consultation between the Issuer or the Guarantor (as applicable) and the Independent Adviser, the written determination of the Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Guarantor, the Warrantholders and the Trustee, save in the case of manifest error.

## **8 General Offers and Schemes of Arrangement**

### *(a) Acceptance*

In the event of an Offer for, or Scheme of Arrangement in respect of, any Equity Shares of a class comprised in the Exchange Property, the Issuer shall have absolute discretion to accept such Offer or reject such Offer, or to vote or not to vote in respect of such Scheme of Arrangement (and as to any alternative consideration), provided that the Issuer will not accept such Offer prior to the Specified Date in respect thereof.

The Issuer shall not accept an Offer or vote in favour of a Scheme of Arrangement unless the value of the consideration offered for or in respect of such Equity Shares pursuant to the Offer or Scheme of Arrangement or, where there is any alternative consideration, unless the value of the consideration accepted by the Issuer, is equal to or greater than the value of such Equity Shares.

For the avoidance of doubt, (i) the Issuer may announce its intention to accept any Offer prior to the Specified Date, and (ii) if there is more than one simultaneous Offer, the Issuer may accept any such Offer (including the Offer which includes the lowest consideration) or none of such Offers.

The value of such Equity Shares and the value of any type of consideration will be determined by an Independent Adviser by reference to market values, where applicable, and such other considerations as the Independent Adviser shall consider appropriate and any such determination (save in the case of manifest error) shall be final and conclusive.

The Issuer will not accept any Offer or (in the case of a Scheme of Arrangement) exercise any voting rights in respect of such part of the Exchange Property which would be deliverable to those Warrantheolders who have exercised Exercise Rights in respect of Warrants where the relevant Exchange Date falls prior to the commencement of any Suspension Period.

Save as otherwise provided in this Condition 8(a), the Issuer shall at all times be entitled at its discretion, in relation to any shares or other securities owned or controlled by it or in respect of which it is entitled to exercise voting rights (whether or not such shares or securities comprise Exchange Property), to vote on, exercise its rights in respect of, or otherwise participate in (or in any such case refrain from doing so), any Scheme of Arrangement, reorganisation, amalgamation, merger, demerger or reconstruction of any company or companies or other entity or entities (whether or not involving liquidation or dissolution) as it thinks fit.

The Issuer shall give notice to the Trustee and the Warrantheolders in accordance with Condition 16 upon becoming aware of the existence of any Offer or any Scheme of Arrangement.

In accepting or rejecting any Offer or electing for any alternative consideration or in voting on, exercising its rights in respect of, or otherwise participating in, any Scheme of Arrangement, compromise, reorganisation, amalgamation, merger, demerger or reconstruction, the Issuer is not obliged to take account of the interests of the Warrantheolders and accordingly the Issuer may act in a manner which is contrary to the best interests of the Warrantheolders. In respect of this Condition 8, the Issuer shall not have any liability to a Warrantheolder for any action taken by it that is in accordance with this Condition 8.

(b) ***Adjustment to Exchange Property***

If the Issuer accepts such Offer and the Offer becomes unconditional in all respects or if the Offer is made by the Issuer, the Guarantor and/or any Subsidiary of the Guarantor and/or any Related Party and the Offer becomes unconditional in all respects (regardless of whether or not the Issuer accepts such Offer), a compulsory acquisition procedure in relation to any Equity Shares of a class comprised in the Exchange Property becomes effective, or if a Scheme of Arrangement becomes effective then, and, in the case of an Offer, in relation to each Warrant for which the Exchange Date has not occurred prior to the Final Acceptance Date (or, in the case of a compulsory acquisition procedure as aforesaid, the date of the first public announcement of a compulsory acquisition procedure or, in the case of a Scheme of Arrangement, the date on which such Scheme of Arrangement becomes effective), with effect from the Consideration Date, the Equity Shares the subject of such Offer or compulsory acquisition procedure or Scheme of Arrangement shall be deemed no longer to form part of the Exchange Property and shall be deemed to be replaced by the consideration in respect of the Equity Shares subject to the Offer or pursuant to such compulsory acquisition procedure or Scheme of Arrangement or, if there is alternative consideration, such consideration as the Issuer may elect for the purposes of these Conditions, and if the Issuer shall fail to make such election by not later than five Frankfurt business days prior to the Final Date in respect of the relevant Offer, compulsory acquisition procedure or Scheme of Arrangement, that consideration as shall be determined by an Independent Adviser to have the greatest value as at the Final Date (the “**Consideration**”).

(c) ***Suspension of Exercise Rights***

The Exercise Rights shall be suspended (i) in the case of an Offer, during the period from (and including) the Specified Date up to (and including) the date that the relevant Offer is withdrawn or the relevant Offer lapses or the Final Acceptance Date or, if earlier, the Final Date (ii) in the case of a compulsory acquisition procedure in relation to any Equity Shares of a class comprised in the Exchange Property, during the period from the date of the first public announcement of a compulsory acquisition procedure up to (and including) the date that the relevant compulsory acquisition procedure is withdrawn or the relevant compulsory acquisition procedure lapses or, if earlier, the Consideration Date and (iii) in the case of a Scheme of Arrangement, during the period from (and including) the date falling five Frankfurt business days prior to the last date for submitting proxies (or the like) for the purposes of a meeting of the holders of the relevant Equity Shares to approve the relevant Scheme of Arrangement up to (and including) the date the relevant Scheme of Arrangement is or becomes effective in accordance with applicable law, or is rejected by any relevant judicial or other authority or by the holders of the relevant Equity Shares or, if earlier, the date on which the relevant meeting is cancelled.

If the Issuer accepts the relevant Offer (or the relevant Offer is made by the Issuer, the Guarantor and/or any Subsidiary of the Guarantor and/or any Related Party, in each case regardless of whether or not the Issuer accepts such Offer) and the Offer is or becomes unconditional in all respects, Exercise Rights will also be suspended during the period from (and including) the Final Acceptance Date, or if earlier, the Final Date, to and including the Consideration Date.

If the relevant Scheme of Arrangement is or becomes effective in accordance with applicable law, Exercise Rights will also be suspended during the period from (and including) the Final Date to (and including) the Consideration Date.

The period during which Exercise Rights are suspended pursuant to this Condition 8(c) is referred to as the “**Suspension Period**”.

Notice of any such Suspension Period (including the commencement and termination thereof) will be given by the Issuer to the Trustee, the Principal Warrant Agent and to the Warrantholders in accordance with Condition 16.

If Exercise Rights are exercised such that the relevant Exchange Date would otherwise fall in the Suspension Period, such exercise shall be null and void.

(d) ***Premium Compensation Amount***

If the Consideration consists wholly or partly of cash or other property (other than Eligible Equity Shares), such cash or other property shall be added to and form part of the Exchange Property and if the Exchange Date in respect of any Warrant falls after the Consideration Date in respect of such Offer, compulsory acquisition procedure or Scheme of Arrangement, then the relevant Warrantholder shall be entitled to receive, in addition to the Exchange Property Per Warrant pursuant to Condition 6, an amount (the “**Premium Compensation Amount**”) in respect of each Warrant surrendered for exercise calculated by the Calculation Agent in accordance with the following formula:

$$PCA = K^2 \times (\text{Exercise Price} - IP) \times \left(\frac{T}{C}\right) \times \left(\frac{CB}{CB + CS}\right)$$

Where:

PCA	=	Premium Compensation Amount per Warrant (rounded to the nearest whole multiple of €0.01, with €0.005 being rounded upwards)
K	=	the lesser of (a) IP/MP and (b) MP/IP
Exercise Price	=	€100,000
IP	=	€76,919.79
CB	=	the Offered Cash Amount
CS	=	the Offered Property Value
MP	=	the Value of the Exchange Property Per Warrant on the Final Date
C	=	1,817 days, being the number of days from (but excluding) the Closing Date to (and including) the Final Exercise Date
T	=	the number of days from (but excluding) the Final Date to (and including) the Final Exercise Date (which shall be zero if the Final Date occurs after such date)

The provisions of this Condition 8 shall apply *mutatis mutandis* to any subsequent Offer, compulsory acquisition procedure or Scheme of Arrangement, with the result that such Warrantholder may become entitled to receive more than one Premium Compensation Amount.

Any Premium Compensation Amount payable on exercise of Exercise Rights shall be paid by not later than the relevant Settlement Date by transfer to a euro account with a bank in a city where banks have access to the T2 System in accordance with instructions contained in the relevant Exercise Notice.

(e) ***Self tenders***

If a tender or other offer is made by or on behalf of the issuer of any Relevant Securities comprised in the Exchange Property (or any person associated with such issuer) to purchase or otherwise acquire, redeem or exchange such Relevant Securities, the Issuer shall neither tender or be entitled to be treated as having tendered any such Relevant Securities which are comprised in the Exchange Property nor be treated as having accepted any such offer in respect thereof or vote in respect of any such Relevant Securities in relation to any such tender or other offer, nor shall the Issuer exercise or be treated as having exercised any option which it may have in connection therewith or otherwise to require the redemption or repayment of such Relevant Securities.

## 9 Undertakings

- (a) Each of the Issuer and the Guarantor undertakes to make or cause to be made an application for the Warrants and the Exchangeable Units to be admitted to trading on an internationally recognised, regularly operating, regulated or non-regulated stock exchange or securities market within 90 calendar days following the Closing Date and use reasonable endeavours to maintain such admission to trading. If, however, the Issuer and the Guarantor are unable to obtain and/or maintain such admission to trading as aforesaid, the Issuer and the Guarantor jointly and severally undertake to use reasonable endeavours to obtain and maintain a listing and/or admission to trading for the Warrants and the Exchangeable Units on such other stock exchange as the Issuer may from time to time determine and the Issuer will forthwith

give notice to the Warrantholders and the Trustee of any such listing or delisting of the Warrants and/or the Exchangeable Units by any of such stock exchanges.

- (b) Each of the Issuer and the Guarantor undertakes to obtain and/or maintain all applicable consents and approvals which are required for the performance of its obligations under the Warrants and the Trust Deed (as applicable).
- (c) If a payment calculated by reference to the Realisation Proceeds is to be made pursuant to these Conditions, the Issuer shall procure that the relevant sale is made as soon as reasonably practicable and in any event, to the extent that the Issuer is able to determine the timing for the relevant sale, in such time to enable the relevant payment to be made by the time specified in these Conditions.
- (d) If the appointment of an Independent Adviser is required by these Conditions or if these Conditions relate to any matter to be determined by an Independent Adviser, the Issuer or the Guarantor shall procure that the relevant appointment is made promptly and, in any event, in time to enable the proper operation of the relevant provisions of these Conditions.
- (e) Each of the Issuer and the Guarantor undertakes to, by no later than the Closing Date, (i) publish a copy of these Conditions (including a legend regarding the intended target market for the Warrants) on the website of the Guarantor and (ii) thereafter (and for so long as any of the Warrants remain outstanding) maintain the availability of these Conditions (as the same may be amended in accordance with their terms) on such website.

## **10 Expiration, Purchase and Cancellation**

### **(a) Final Expiration**

Unless previously expired (as provided in Condition 6(a)) or purchased and cancelled, any Warrants that have not been exercised on or prior to the Final Exercise Date will automatically expire on the Final Exercise Date.

### **(b) Purchase**

Subject to the requirements (if any) of the Relevant Exchange on which the Warrants may be admitted to listing and/or trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer, the Guarantor or any of their respective Subsidiaries may at any time purchase Warrants in the open market or otherwise at any price.

### **(c) Cancellation**

All Warrants which are exercised or which expire pursuant to these Conditions will be cancelled and may not be reissued or resold. Warrants purchased by Issuer, the Guarantor or any of their respective Subsidiaries shall be surrendered to a Warrant Agent for cancellation and may not be reissued or re-sold. All Warrants which are surrendered by holders pursuant to exercise of their option to have their Bonds redeemed pursuant to Condition 6(c) of the Bond Conditions, shall be cancelled and may not be reissued or re-sold.

## **11 Payments**

### **(a) Payments subject to fiscal laws**

All payments of cash in respect of the exercise of Warrants and comprised in the Exchange Property Per Warrant deliverable on such exercise or being a Premium Compensation Amount payable pursuant to

Condition 8(d) are subject in all cases to (i) any applicable fiscal or other laws and regulations and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such intergovernmental agreement).

**(b) Agents**

The names of the initial Warrant Agent, Transfer Agent and Warrant Registrar and their initial specified offices are set out below. The Issuer also reserves the right under the Agency Agreement at any time, with the prior written approval of the Trustee, to remove any Warrant Agent, Transfer Agent or Warrant Registrar, and to appoint other or further Warrant Agents, Transfer Agents or another Warrant Registrar, provided that it will at all times (A) maintain a Warrant Agent and Transfer Agent having specified offices in any place required by the rules of any Relevant Exchange if and for so long as the Warrants are listed on such Relevant Stock Exchange or if the Warrants are listed or admitted to trading on any other stock exchange or admitted to listing by any other relevant authority, maintain a Warrant Agent and Transfer Agent in any place required by the rules of such stock exchange or such authority and (B) maintain a Warrant Registrar with a specified office outside the United Kingdom.

The Issuer reserves the right under the Custody Agreement at any time, with the prior written approval of the Trustee, to remove the Custodian, and to appoint a replacement or additional Custodian, provided that, for so long as Secured Property is required to be held by a Custodian pursuant to these Conditions, the Issuer shall procure that a Custodian is maintained at all times by them.

The Trustee shall have the right to approve, without the consent or approval of Warrantholders; (i) any removal of a Custodian or any appointment of a replacement or additional Custodian in circumstances where a Custodian notifies the Issuer that it is unwilling or unable (for whatever reason) to hold Siltronic Shares and/or other Relevant Securities and/or other property and/or assets (including cash amounts) which may be comprised in the Exchange Property from time to time in accordance with these Conditions; (ii) any transfer of Secured Property between Securities Accounts or Cash Accounts that is necessary or expedient in connection with such appointment or removal of a Custodian and/or (iii) (where any cash amount or securities or other property is to be added to and form part of the Exchange Property pursuant to these Conditions) the crediting of such cash, securities or other property to one or more Securities Account or Cash Account.

Upon the appointment of a replacement or additional Custodian as described in this Condition 11(b), if no Secured Property remains to be held by the previous Custodian, such Custodian will immediately cease to be a Custodian for the purpose of these Conditions and the Transaction Documents and the Security in connection therewith shall be immediately released. The removal of a Custodian as described in this Condition 11(b) is subject to the Trustee being satisfied that the interests of the Warrantholders will not be materially prejudiced by the removal of such Custodian.

The Trustee shall (at the expense of the Issuer (failing whom the Guarantor)) use its reasonable endeavours to co-operate with the Issuer (including, but not limited to, entering into such documents or deeds (if any) as may be necessary) to give effect to such addition or removal of a Custodian, including approving, without the need for the consent or approval of the Warrantholders, such amendments to these Conditions and/or the Transaction Documents as the Trustee considers necessary or expedient in

connection with such addition or removal (which may include the entry into by the new Custodian of a Custody Agreement and/or other security document, in each case on terms satisfactory to the Trustee).

Notice of any such removal or appointment and of any change in the specified office of any Warrant Agent, the Transfer Agent or the Warrant Registrar will be given as soon as practicable to Warrantheholders in accordance with Condition 16.

Each of the Issuer and the Guarantor also reserve the right under the Calculation Agency Agreement at any time to vary or terminate the appointment of the Calculation Agent, provided that they will maintain a Calculation Agent, which shall be a financial institution of international repute or a financial adviser with appropriate expertise. Notice of any change in the Calculation Agent will be given as soon as practicable to Warrantheholders in accordance with Condition 16 and to the Trustee.

**(c) Fractions**

When making payments to Warrantheholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest such unit.

**(d) No charges**

Neither the Warrant Registrar nor the Warrant Agents shall make or impose on a Warrantheholder any charge or commission in relation to any payment in respect of the Warrants.

## **12 Prescription**

Claims in respect of any obligation in respect of the Warrants, including delivery of Exchange Property, shall be prescribed and become void unless made within 10 years following the due date for performance of the relevant obligation.

## **13 Meetings of Warrantheholders, Modification and Waiver, Substitution and Entitlement of Trustee**

**(a) Meetings of Warrantheholders**

The Trust Deed contains provisions for convening meetings of the Warrantheholders (which may be held at a physical location or via electronic means such as teleconference or videoconference, or a combination of such methods) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of the Warrantheholders of a modification of any provisions of these Conditions or any relevant provisions of the Trust Deed.

Such a meeting may be convened by the Issuer, the Guarantor or (subject to being indemnified and/or secured and/or prefunded to its satisfaction) the Trustee at its discretion and, in any event, upon the request of any Warrantheholder(s) holding not less than 10 per cent. in aggregate number of the Warrants for the time being remaining outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution of Warrantheholders shall be one or more persons present holding or representing at least 50 per cent. in the number of the Warrants for the time being outstanding, or at any adjourned meeting two or more persons present holding or representing Warrantheholders whatever the number of the Warrants held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*,

- (i) to change the Final Exercise Date or the Exercise Period (save as contemplated by the Conditions);
- (ii) to reduce or cancel any amounts payable on exercise of the Warrants;
- (iii) to modify the provisions relating to, or cancel, the Exercise Right in respect of the Warrants (other than a reduction to the Warrant Exercise Price or an increase in the Exchange Property deliverable on exercise of Exercise Rights or an increase in the Premium Compensation Amount payable on such exercise);
- (iv) to change the currency of any payment in respect of the Warrants;
- (v) to change the governing law of the Warrants, the Trust Deed or any other Transaction Document;
- (vi) to modify the provisions concerning the quorum required at any meeting of Warrantholders or the majority required to pass an Extraordinary Resolution of Warrantholders in respect of the Warrants;
- (vii) to modify or cancel the Guarantee or release the Guarantor from any of its obligations pursuant to the Trust Deed,

in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 50 per cent., of the aggregate number of the Warrants for the time being outstanding. Any Extraordinary Resolution of Warrantholders duly passed shall be binding on Warrantholders (whether or not they were present at the meeting at which such resolution was passed and/or whether or not they voted on the Extraordinary Resolution of Warrantholders, including by way of Extraordinary Resolution of Warrantholders in writing or given by way of electronic consents). The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the Warrantholders of not less than 75 per cent. of the aggregate number of the Warrants for the time being outstanding (a “**Written Resolution**”) and (ii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the Warrantholders of not less than 75 per cent. of the aggregate number of the Warrants outstanding (an “**Electronic Consent**”), shall in each case for all purposes take effect as an Extraordinary Resolution of Warrantholders. A Written Resolution may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Warrantholders. A Written Resolution and/or Electronic Consent will be binding on all Warrantholders whether or not they participated in such Written Resolution and/or Electronic Consent.

(b) ***Modification and Waiver***

The Trustee may agree, without the consent of the Warrantholders, to (i) any modification of any of the provisions of the Trust Deed or any other Transaction Document, any deed or agreement supplemental to the Trust Deed or any other Transaction Document, the Warrants or these Conditions which in the Trustee’s opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law (including, but not limited to, securities laws and regulations and the requirements of the relevant clearing systems), and (ii) any other modification (other than any modification as mentioned in the proviso to paragraph 3.7 of Part A of Schedule 5 of the Trust Deed) to the Trust Deed or any other Transaction Document, any or agreement deed supplemental to the Trust Deed or any other Transaction Document, the Warrants or these Conditions and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed or any other



Transaction Document, any deed or agreement supplemental to the Trust Deed or any other Transaction Document, the Warrants or these Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Warranholders. Any such modification, authorisation or waiver shall be binding on the Warranholders, and shall be notified to the Warranholders promptly in accordance with Condition 16.

(c) ***Entitlement of the Trustee***

In connection with the exercise or performance by it of any right, power, trust, authority, duty or discretion under or in relation to the Trust Deed or these Conditions (including, without limitation, any modification, waiver, authorisation or determination referred to in Conditions 14(b) and (c)), the Trustee shall have regard to the interests of the Warranholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Warranholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require, nor shall any Warranholder be entitled to claim, from the Issuer, the Guarantor or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Warranholders.

## **14 Enforcement**

The Trustee may at any time, at its discretion and without notice, take such actions, steps or proceedings or other action against the Issuer or the Guarantor as it may think fit to enforce the provisions of the Trust Deed and the other Transaction Documents or any of them, but (save as provided below) it shall not be bound to take any such actions, steps or proceedings or any other action in relation to the Trust Deed and the other Transaction Documents or any of them unless (i) it shall have been so directed by an Extraordinary Resolution of Warranholders or so requested in writing by the holders of at least 25 per cent. in aggregate number of the Warrants then outstanding, and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

Notwithstanding the above, if the Security shall become enforceable as provided in Condition 3(f), the Trustee shall, if directed by the relevant Warranholder, enforce the Security as provided in Condition 3(f), provided it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

No Warranholder shall be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

The Trustee shall not be responsible for monitoring or supervising the performance by the Custodian or any agent of the Issuer or the Guarantor of their respective functions, duties and obligations under the Transaction Documents or otherwise. The Trustee shall not be liable to any person for any loss occasioned by any act or omission of the Custodian or any agent of the Issuer or the Guarantor.

## **15 The Trustee, Calculation Agent and Independent Adviser**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability, including (i) relieving it from taking actions, steps or proceedings unless indemnified and/or secured and/or prefunded to its satisfaction, and (ii) limiting or excluding liability in certain circumstances. The Trustee is entitled to enter into business transactions with the Issuer or the Guarantor and any entity related to the Issuer or the Guarantor without accounting for any profit. The Trustee may rely without liability to Warranholders and without further investigation on a report, confirmation or certificate or any advice of any lawyer, banker, auditor, valuer, surveyor, broker, auctioneer or any other professional adviser or expert, whether

or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation, opinion or certificate or advice where the Issuer or the Guarantor procures delivery of the same pursuant to its obligation to do so under any provision of these Conditions or the Trust Deed.

Any determination by an Independent Adviser or the Calculation Agent in any of the circumstances contemplated in these Conditions shall (save in the case of a manifest error) be final and binding on the Issuer, the Guarantor and the Warrantholders. The Trustee shall be entitled to rely on any such determination without further enquiry or liability to any person.

## **16 Notices**

All notices to Warrantholders shall be validly if given in writing in English and mailed to them at their respective addresses in the Warrant Register maintained by the Warrant Registrar and shall be deemed to have been given on the seventh weekday (being a day other than a Saturday or a Sunday or a public holiday) after the date of mailing.

The Issuer or, as the case may be, the Guarantor, shall send a copy of all notices given by it to the Warrantholders (or a Warrantholder) or to the Trustee pursuant to these Conditions simultaneously to the Calculation Agent.

*For so long as the Warrants are represented by a Global Exchangeable Unit and/or a global warrant certificate registered in the name of, and held by a nominee on behalf of, a common depository for Euroclear or Clearstream, Luxembourg:*

- (i) notices to be given by the Issuer to Warrantholders may be given by the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg as the case may be. Any such notice shall be deemed to have been given on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg; and*
- (ii) notices to be given by Warrantholders to the Issuer may be given by a Warrantholder to any Warrant Agent on behalf of the Issuer through Euroclear and/or Clearstream, Luxembourg, as the case may be, if so permitted by, and in accordance with the operating procedures of, such clearing system at the applicable time.*

## **17 Replacement of Certificates**

If any Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of any Warrant Agent subject to all applicable laws and stock exchange requirements upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## **18 Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Warrants under the Contracts (Rights of Third Parties) Act 1999.

## **19 Governing Law and Jurisdiction**

- (a) Governing law*

The Trust Deed, the Agency Agreement, the Calculation Agency Agreement and the Warrants and any non-contractual obligations arising out of or in connection with them, are and shall be governed by, and construed in accordance with, English law. The Account Pledge Agreement and the Custody Agreement are governed by, and shall be construed in accordance with Luxembourg law.

(b) *Submission to Jurisdiction*

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Agency Agreement or the Warrants (“**Proceedings**”) (including a dispute relating to any non-contractual obligations arising out of or in connection with the Warrants).

Each of the Issuer and the Guarantor has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and has waived any objection to Proceedings in such courts whether on the ground of venue or on the ground that Proceedings have been brought in an inconvenient or inappropriate forum and have waived any right to which either of them shall be entitled, on account of place of residency or domicile. This submission is made for the benefit of the Trustee and each of the Warrantholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) *Appointment of Process Agent*

Each of the Issuer and the Guarantor has irrevocably appointed Cogency Global (UK) Limited at its registered office for the time being currently at 6 Lloyds Avenue, Unit 4CL, London EC3N 3AX, United Kingdom as its agent in England for service of process in respect of any Proceedings in England, and undertakes that, in the event of Cogency Global (UK) Limited ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in respect of any Proceedings in England. Nothing in these Conditions or in the Trust Deed shall affect the right to serve process in respect of any Proceedings in any other manner permitted by law.