IRREVOCABLE SIDE LETTER

Dated: 22 July 2026

To: The Noteholders

From: SIA Saules BESS, a limited liability company incorporated under the laws of the Republic of Latvia, registered with the Register of Enterprises of the Republic of Latvia under registration No. 40203716498, with its registered address at Roberta Hirša iela 1, Riga, Latvia (the "**Issuer**")

RECITALS

(A) The Issuer is planning to issue secured notes (the "**Notes**") pursuant to the terms and conditions set out in the offering memorandum dated 9 June 2026 (the "**Offering Memorandum**").

(B) The Issuer wishes to provide certain irrevocable undertakings to the Noteholders in connection with the exercise of the voluntary early redemption rights (call option) under Section 12.3 of the Offering Memorandum.

(C) This side letter (this "**Side Letter**") is intended to be legally binding on the Issuer for the benefit of all Noteholders from time to time for so long as any Notes remain outstanding.

1. IRREVOCABLE UNDERTAKINGS

1.1. Call Option Premium

The Issuer hereby irrevocably and unconditionally undertakes that, if it exercises any voluntary early redemption (call option) right pursuant to Section 12.3.1 of the Terms and Conditions, the Issuer shall pay the applicable premium in accordance with Sections 12.3.1(a), (b) and (c) of the Offering Memorandum, including in any case where the funds used for such redemption of the Notes are generated from the commercial operations of the Issuer or the Shareholder. For the avoidance of doubt, this undertaking applies irrespective of the source of funds used for such redemption.

1.2. Waiver of Rights Under Section 12.3.3

The Issuer hereby irrevocably and unconditionally undertakes that it will not exercise, rely upon or invoke the rights set forth in Section 12.3.3 of the Terms and Conditions for so long as any Notes remain outstanding. This waiver is absolute and may not be withdrawn or revoked by the Issuer unilaterally.

1.3. Irrevocability

The undertakings in this Section 2 are irrevocable and shall remain in full force and effect for so long as any Notes remain outstanding. The Issuer shall not be entitled to revoke, withdraw or otherwise limit any of the undertakings set out herein.

2. AMENDMENT AND TERMINATION

2.1. This Side Letter may only be amended, waived or terminated with the prior written consent of the Majority Noteholders, which consent may be effected through relevant amendments to the Terms and Conditions in accordance with the procedures set out in the Terms and Conditions.

2.2. This Side Letter shall automatically terminate upon the date on which no Notes remain outstanding.

3. PUBLICATION

3.1. This Side Letter shall be published on the Issuer's website at https://saulesbess.com/.

3.2. Following the admission of the Notes to trading on Nasdaq First North, this Side Letter shall also be published on the Nasdaq Riga information system.

4. GOVERNING LAW AND JURISDICTION

4.1. This Side Letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Republic of Latvia.

4.2. Any dispute arising out of or in connection with this Side Letter (including any dispute relating to non-contractual obligations arising out of or in connection with this Side Letter) shall be subject to the exclusive jurisdiction of the courts of the Republic of Latvia.

5. MISCELLANEOUS

5.1. This Side Letter becomes effective as of the date of its signing.

5.2. Capitalised terms used but not otherwise defined in this Side Letter shall have the meanings given to them in the Offering Memorandum

5.3. This Side Letter is addressed to, and is for the benefit of, the Noteholders from time to time.

SIA Saules BESS

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Name: Māris Plūme
Title: Member of the Management Board

This document is signed electronically with secure electronic signatures containing a time stamp.