



UAB VLI TIMBER

(a private limited liability company registered in the Republic of Lithuania with legal entity code 302440414)

INFORMATION DOCUMENT FOR THE ISSUANCE OF BONDS IN THE AMOUNT OF UP TO EUR 8,000,000

Under this information document for the issuance of bonds in the amount of up to EUR 8,000,000 (the **Information Document**) UAB VLI TIMBER, a private limited liability company (in Lithuanian – *uždaroji akcinė bendrovė*) incorporated in and operating under the laws of the Republic of Lithuania, legal entity code 302440414, with registered office at Anykščių r. sav., Kurklių sen., Kurklių II k., Graživietės g. 5, LT-29236, Lithuania (the **Company** or the **Issuer**) may issue and offer from time to time in one or several tranches (the **Tranches**) non-convertible bonds denominated in EUR, having maturity up to 34 months and with fixed interest rate (the **Bonds**). The maximum aggregate nominal amount of all Bonds from time to time outstanding under this Information Document will not at any time exceed EUR 8,000,000. The Bonds will be issued in a denomination of EUR 1,000 per Bond.

Any Bonds issued under this Information Document on or after the date of this Information Document are issued in accordance with the provisions described herein.

To the extent not set forth in this Information Document, the specific terms of any Bonds will be included in the relevant final terms (the **Final Terms**) (a form of which is contained herein). This Information Document should be read and construed together with any supplement hereto and with any other documents incorporated by reference herein, and, in relation to any Tranche of Bonds and with the Final Terms of the relevant Tranche of Bonds.

This Information Document has been prepared in accordance with the provisions of Article 7 of the Law on Securities of the Republic of Lithuania (the **Law on Securities**), Article 78(2) of the Republic of Lithuania Law on Companies (the **Law on Companies**), and the Description of the Procedure for the Preparation and Publication of the Information Document Required for the Public Offering of Medium-Sized Issues of Securities and Medium-Sized Crowdfunding Transactions, as approved by Resolution No 03-45 of the Board of the Bank of Lithuania.

This Information Document does not constitute a prospectus of securities as defined in Regulation (EC) No 2017/1129 (the **Prospectus Regulation**) and the Law on Securities, and it has not been, and will not be, approved by the Bank of Lithuania or any other regulatory authority of any other jurisdiction. This issue of the Bonds under this Information Documents is exempt from the requirement to prepare a prospectus based on Article 3(2) of the Prospectus Regulation and Article 5(2) of the Law on Securities.

This Information Document is valid for a period of 12 months from the date of its signing (as indicated below). The obligation to supplement the Information Document in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Information Document is no longer valid.

Application will be made to AB Nasdaq Vilnius, legal entity code 110057488, having its address at Konstitucijos pr. 29, LT-08105, Vilnius, Lithuania (**Nasdaq Vilnius**) for admitting each Tranche to trading on the alternative market First North of Nasdaq Vilnius not later than within 3 (three) months after the Issue Date of the respective Tranche.

The Information Document does not constitute an offer to sell or the solicitation of an offer to purchase the Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. The distribution of this Information Document may also be restricted by law in some jurisdictions.

Persons in possession of the Information Document must therefore be aware of and comply with such restrictions. Any failure to comply with the restrictions may constitute a violation of the securities laws of such jurisdiction.

Investment in the Bonds to be issued under this Information Document involves certain risks. Prospective investors should carefully acquaint themselves with such risks before making a decision to invest in the Bonds. The principal risk factors that may affect the Issuer's ability to fulfil its obligations under the Bonds are discussed in Section 5 (*Risk factors*) below.

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1. DEFINITIONS

Capitalised terms used in this Information Document have the meanings ascribed to them in this Section. This Section also consolidates definitions found throughout the document to provide a comprehensive reference for all defined terms:

Affected Party	means the Issuer, the Lead Manager, Nasdaq CSD, or any other person involved in the offering who is entitled to postpone the fulfilment of its obligations under this agreement due to the continuous existence of specified circumstances that make performance impossible.
Agreement on Bondholders' Protection	means the agreement on Bondholders' protection concluded by the Issuer and Trustee.
Auction	means the process facilitated by Nasdaq Vilnius for the subscription of each Tranche.
Auction Rules	means the set of detailed procedures prepared by the Lead Manager and published on the Nasdaq website (www.nasdaqbaltic.com) before the opening of the Auction for the relevant Tranche.
Bondholders	means the holders of the Bonds.
Bondholders' Meeting	means the meeting of the Bondholders.
Bonds	means up to 8,000 units of Bonds with a nominal value of EUR 1,000 each (total nominal value up to EUR 8,000,000).
Business Day	means a day on which the Depository system is open and operational.
Company	has the same meaning as the Issuer.
Depository	means a central security depository in the Republic of Lithuania.
Event of Default	means any occurrence specified in the terms and conditions of the Bonds that triggers the right, but not the obligation, for Bondholders to demand immediate redemption of their Bonds.
Final Terms	means the terms of each Tranche of the Bonds in the form provided in Annex 1.
General Terms and Conditions	means the general terms and conditions that shall apply to each Tranche.
Group	means the Issuer and its subsidiaries.
Information Document	means the information document relating to the public offering of the Bonds.
Interest	means the fixed interest rate specified in the Final Terms.
Interest Payment Date	means the date for the payment of the Interest as specified in the Final Terms.
Investor	means the retail investor and/or institutional investor.

Issue Date	means the issue date of each Tranche as specified in the Final Terms.
Issue Price	means the issue price of each Tranche as specified in the Final Terms.
Issuer	means UAB VLI TIMBER, a private limited liability company (in Lithuanian – <i>uždaroji akcinė bendrovė</i>) incorporated in and operating under the laws of the Republic of Lithuania, legal entity code 302440414, with registered office at Anykščių r. sav., Kurklių sen., Kurklių II k., Gražiuviatės g. 5, LT-29236, Lithuania.
Law on Companies	means the Law on Companies of the Republic of Lithuania.
Law on Protection of Interests of Bondholders	means the Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania.
Law on Securities	means the Law on Securities of the Republic of Lithuania.
Lead Manager	means AB Artea bankas, legal entity code 112025254, having its address at Tilžės g. 149, LT-76348, Šiauliai, Lithuania.
LFRS	means the Lithuanian Financial Reporting Standards.
Maturity Date	means the date specified in the Final Terms when the Bonds shall be repaid in full at their nominal amount.
Minimum Investment Amount	means the minimum investment amount for the subscription of the Bonds as indicated in the Final Terms.
Nasdaq CSD	means Nasdaq CSD SE Lithuanian branch, legal entity code 304602060, having its address at Konstitucijos pr. 29-1, LT-08105, Vilnius, Lithuania.
Nasdaq Vilnius	means AB Nasdaq Vilnius, legal entity code 110057488, having its address at Konstitucijos pr. 29, LT-08105, Vilnius, Lithuania.
Pledge	means the security interest created by the Pledge Agreement.
Pledge Agreement	means the pledge agreement concluded between the shareholders of the Issuer, the Issuer and the Trustee and on or around the date of this Information Document with respect to the Pledged Shares to secure due and timely payment, discharge and performance of all obligations under the Bonds by the Issuer.
Pledged Shares	means 100% of all shares issued by the Issuer.
Prospectus Regulation	means the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC, as supplemented or amended from time to time.
Record Date	means the 3 rd (third) Business Day preceding the due date for the payment.

Response	means the written reply from the Issuer to the Trustee's request for confirmation or denial of a potential Event of Default.
Settlement Agent	means the Depository participant specified in the Final Terms, in whose subscription account the Bonds will initially be book-entered.
Subscription Orders	means an order submitted by an Investor to subscribe for and purchase the Bonds during the Subscription Period.
Subscription Period	means the subscription period for each Tranche as specified in the Final Terms.
Taxes	means any present or future taxes, duties, assessments or governmental charges of whatever nature.
Tranches	means a portion of the Bonds issued under this Information Document, where all Bonds within a single Tranche are subject to identical terms, except for potentially different Issue Dates and Issue Prices.
Trustee	means UAB AUDIFINA, a private limited liability company, legal entity code 125921757, with its registered address at A. Juozapavičiaus g. 6, LT-09310, Vilnius, Lithuania.

2. SUMMARY

2.1. Information Document

UAB VLI TIMBER (the **Company** or the **Issuer**) has prepared this information document (the **Information Document**) relating to the public offering of the Company's bonds (the **Bonds**) up to the maximum amount of EUR 8,000,000.

The Information Document prepared by the Company does not constitute a prospectus of securities as defined in the Regulation No 2017/1129 of the European Parliament and of the Council (the **Prospectus Regulation**) and in the Law on Securities, and it has not been and will not be approved by the Bank of Lithuania or any other regulatory authority.

Any decision to invest in the Bonds should be made by the Investor not only in accordance with this summary but also in accordance with the entire Information Document (including the Final Terms and the annexes to the Information Document).

The Information Document is dated 13 May 2025 and remains valid for 12 months from the date of its publication.

2.2. Background information on the Issuer

(a) *Key data on the Issuer*

The Issuer is UAB VLI TIMBER, a private limited liability company incorporated and operating under the laws of the Republic of Lithuania, legal entity number 302440414, registered office address Anykščių r. sav., Kurklių sen., Kurklių II k., Graživietės g. 5, LT-29236, Lithuania, telephone: +370 5 2595045, e-mail: info@vli.lt, website address: <https://www.vlitimber.eu/>.

(b) *Principal activities of the Issuer*

The Issuer is the largest kiln-dried firewood producer in Lithuania, with operations established in 2009. Its main activity is the production of biofuel (kiln-dried firewood) and wholesale trade. The Issuer exports the majority of its production to European Union countries and Great Britain.

As of 2025, the Issuer operates one integrated production unit comprising approximately 7,200 m² of production area and 8,300 m² of warehouse space. The Issuer's workforce has grown from 23 employees in 2012 to a projected 150 in 2025, with the volume of processed wood increasing from 4,488 m³ in 2012 to an estimated 112,000 m³ in 2025.

(c) *Issuer's shareholders*

The Issuer has two shareholders: (i) Darius Lackus, owning 58 shares constituting 58% of the Company's share capital and votes; and (ii) Žygimantas Lackus owning 42 shares constituting 42% of the Company's share capital and votes.

(d) *Management of the Issuer*

The Company has two management bodies – the General Meeting of Shareholders and the Managing Director. The Company does not have the Management Board or the Supervisory Council.

The Managing Director of the Company is Darius Lackus, appointed to this position from 25 August 2009.

2.3. Basic information on the Bonds

Bonds	Up to 8,000 units of Bonds with a nominal value of EUR 1,000 each.
Issue Price	The Bonds may be issued at their nominal amount or at a discount or a premium to their nominal amount. The Issue Price shall be specified in the Final Terms.
Minimum investment amount	The Bonds will be offered for subscription for a minimum investment amount that will be specified in the Final Terms.
Interest	The Bonds will bear interest at a fixed annual interest rate as specified in the Final Terms.
Maturity	The Bonds shall be repaid in full at their nominal amount on the date which will be specified in the Final Terms. Each Tranche of Bonds may have a maturity up to 34 months.
Early Redemption by the Issuer	After 6 months after the Issue Date, the Issuer may redeem the Bonds (in whole or in part) at the price equal to (i) 101.00% of the principal amount of the Bonds together with the accrued Interest, if redeemed between 6 and 12 months after the Issue Date or (ii) 100.00% (i.e. with no premium) if redeemed 12 months after the Issue Date. For early redemptions the Issuer must provide a 14 days' notice.
Early Redemption by the Bondholders	The Bondholders have no right to demand the redemption of the Bonds prior to Maturity Date, except the cases outlined in the Information Document.
Security	Pledge over the shares of the Issuer.
Other terms of the Bonds	Please refer to other Sections of the Information Document.

2.4. Risk warning

Investing in the Bonds carries inherent risks. By purchasing the Bonds, the Investor assumes the risks outlined in the Information Document pertaining to both the Issuer and the Bonds. If any of these risks materialise, the Investor may not receive the expected return or may incur partial or complete loss of their investment.

Investors are advised to carefully review the information contained in this Information Document, including the risk factors, before making a decision to purchase the Bonds. Nothing in this Information Document shall be construed as investment advice or a recommendation by the Issuer or any other person. The Issuer does not provide recommendations or advice on the purchase of the Bonds.

Investors should conduct their own inquiries into the possible legal risks and tax consequences associated with the issue of and investment in the Bonds. Each prospective Investor is encouraged to consult with their own financial, legal, business, or tax advisers to fully understand the benefits and risks associated with purchasing the Bonds.

3. IMPORTANT INFORMATION

3.1. Information Document

The Company has prepared this Information Document in connection with the offering of the Bonds to enable a potential Investor to evaluate the opportunity to invest in the Bonds. The information presented herein has been obtained from the Issuer and other sources referred to in the Information Document.

This Information Document should be read in conjunction with any subsequent updates and any other documents (if any) attached to or referenced herein.

3.2. Responsible persons

The information contained in this Information Document is the responsibility of the Issuer, i.e. UAB VLI TIMBER, legal entity number 302440414, registered office address Anykščių r. sav., Kurklių sen., Kurklių II k., Graživietės g. 5, LT-29236, Lithuania. The Issuer assumes responsibility for the accuracy of information contained in this Information Document. To the best of the Issuer's knowledge and belief, as well as the reasonable belief of its manager, the information contained in this Information Document is accurate and does not omit any material details.

Darius Lackus

Managing Director of the Issuer

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

3.3. Disclaimer

The Lead Manager, along with the Company's or the Lead Manager's legal adviser, bears no responsibility for the information contained in this Information Document or any of its parts, and does not assume any liability for the accuracy, completeness or interpretation of this information. Nothing contained in this Information Document or provided by the Company in connection with the Bond offering shall be construed as a warranty or representation, express or implied, made or given by the Lead Manager or the legal adviser of any party. Neither the Company nor the Lead Manager or the legal adviser assumes any responsibility for any information relating to the Bond offering, the Company or its business if such information is disseminated or otherwise made public by third parties in the context of the Bond offering or other facts. By participating in the Bond offering, Investors acknowledge that they are relying on their own assessment and analysis of this Information Document, as well as all publicly available information about the Company. Investors should also consider the risk factors that may affect the outcome of such an investment decision (as set out in Section 5 (*Risk Factors*)). Investors should not assume that the information contained in this Information Document remains accurate beyond the date of issuance of this Information Document. The delivery of this Information Document at any time after its date does not imply, under any circumstances, that there have been no changes in the Company's status since the date of this Information Document, nor does it assert the accuracy of the information contained herein beyond its issuance date. In the event of a dispute regarding this Information Document or the Bond offering, the claimant may be forced to resort to the courts of the Republic of Lithuania, and the claimant may, therefore, be liable to pay the relevant state fees in relation to this Information Document or the other documents of the Bond offering.

3.4. Presentation of financial information, information incorporated by reference

(a) Presentation of financial and other information

This Information Document incorporates by reference the audited financial statements of the Issuer for the period ended 31 December 2024 and for the period ended 31 December 2023. The financial statements of the Issuer have been prepared in accordance with the Lithuanian Financial Reporting Standards (the **LFRS**).

This Information Document is based on the details available as at 12 May 2025. Unless expressly stated otherwise, all information contained herein shall be construed as being correct as at the above date. Where reference is made to information other than information as at 12 May 2025, the relevant date shall be stated.

(b) Rounding of figures

In this Information Document, numerical and quantitative values (e.g. monetary values, percentage values, etc.) are given with such precision as the Company considers sufficient to provide adequate and sufficient information on the relevant matter. Quantitative values have sometimes been rounded off to the nearest reasonable decimal or whole number value to avoid excessive detail. As a result of rounding, some values given may not add up to the total. Exact figures are presented in the Company's financial statements where they contain relevant information.

(c) Third party information and market information

Information contained in certain parts of this Information Document may be sourced from third parties. In such cases, the Information Document will specify the origin of such information.

Such information, to the best of the Company's knowledge and to the extent verifiable from data published by third parties, has been accurately conveyed and no facts have been omitted which would render the conveyed information inaccurate or misleading.

Certain information relating to the markets in which the Company operates is based on the best judgment of the Company's management. Reliable market information on the industry in which the Company operates may not be available or may be incomplete. Despite taking all reasonable measures to assess, to the best possible extent, the pertinent market situation and industry information, it should be noted that such information may not be regarded as definitive or indisputable. Investors are advised to carry out their own research on the relevant market or to seek professional advice. Market share information reflects the views of the Company's management unless specifically stated otherwise.

(d) Statements of a predictive nature

This Information Document contains statements of a predictive nature. Such predictive statements are based on current expectations and forecasts of future events, which in turn are based on the best judgment of the Company's management. Certain statements are based on the beliefs of the Company's management, as well as assumptions made by the Company's management and currently available information. Any predictive statements included in this Information Document are subject to risks, uncertainties and assumptions relating to the Company's future performance, the macroeconomic environment, and other similar factors.

Such predictive statements may be identified by words such as '*strategy, expect, predict, plan, anticipate, believe, will be, continue, evaluate, assess, intend, project, goals, objectives, targets, would be, likely, foresee*', and other words and phrases with similar meanings. Predictive statements can also be identified by the fact that they are not strictly related to historical or current facts. Like any forecast or prediction, they are inherently subject to uncertainty and changes in circumstances, and the Company is therefore under no obligation, and expressly disclaims any obligation, to update or modify the predictive statements contained in this Information Document as a result of such changes, new information, subsequent events or otherwise.

The reasonableness and accuracy of any predictive statements are influenced by the competitive nature of the Company's operating environment. This business is affected by changes in domestic and foreign legislation, taxation, competition, economic, strategic, political and social conditions, and other factors. Changes in such factors may lead to substantial disparities between the Company's actual outcomes and the expectations of its management. Other factors and risks may adversely affect the Company's operations, business or financial results (for more information on the risks that may be identified and are considered significant as at the date of this Information Document, see Section 5 (*Risk factors*)).

4. BASIC INFORMATION ON ISSUER

Name of the Issuer	UAB VLI TIMBER
Legal entity number	302440414
LEI code	648830MN3BD28J5P8T32
Legal form	Private limited liability company (in Lithuanian – <i>uždaroji akcinė bendrovė</i>)
Country of registration	Lithuania
Date of registration with the Register of Legal Persons / date of incorporation	23 September 2009
Duration of the Company's operation	Unlimited
Main legislation governing the Issuer's activities	The Civil Code of the Republic of Lithuania, the Law on Companies, other legal acts of the Republic of Lithuania
Registered address	Anykščių r. sav., Kurklių sen., Kurklių II k., Graživietės g. 5, LT-29236, Lithuania
Contact phone number	+370 5 2595045
E-mail	info@vli.lt
Website	https://www.vlitimber.eu/

The following documents will be made available on the Issuer's website:

- (a) Information Document, including Final Terms;
- (b) Articles of Association of the Issuer;
- (c) Financial statements of the Issuer;
- (d) Investor presentation.

5. RISKS RELATED TO ISSUER AND BONDS

The following discloses certain risk factors that may affect the Issuer's ability to meet its obligations under the Bonds. All of these factors are contingencies which may or may not occur and the Issuer cannot express any opinion as to the likelihood of the occurrence of any of these contingencies. In addition, the following describes the factors that are relevant for assessing the risks associated with the Bonds. The risks outlined below may adversely affect the Issuer and, in severe instances, may result in the Issuer's insolvency and a violation of the covenants established under the Bonds.

Investors should carefully review and consider the following risk factors and other information contained in this Document before making a decision to purchase/subscribe for the Bonds. If one or more of the risks described below were to occur, it could have a material adverse effect on the Issuer's business and prospects. In addition, if any of these risks were to occur, the market value of the Bonds and the likelihood that the Issuer will be able to meet its monetary obligations under the Bonds could decline, in which case the Bondholders could lose all or part of their investment. Additional risks and uncertainties that are not currently known to the Issuer, or that the Issuer currently considers to be immaterial, could also impair the Issuer's business and have a material adverse effect on its cash flows, financial performance, and financial position. The order in which the risks are presented does not reflect the likelihood of their occurrence or the magnitude of their potential impact on the Issuer's cash flows, financial performance, and financial condition.

5.1. Risks related to Issuer

RISK	DESCRIPTION
Economic environment risk	The activities and results of the Issuer depend on economic processes taking place both in Lithuania and internationally. During an economic downturn, demand for the Issuer's services may decrease, which may negatively affect the implementation of the business strategy and results of the Issuer.
Environmental regulation / sustainability risk	As forestry is an environmentally sensitive sector, the Issuer may be affected by stricter environmental or sustainability rules introduced by Lithuanian or EU authorities. Such regulations could increase costs, limit access to raw materials, or require changes in how the Issuer operates. Failure to meet environmental expectations may also harm the Issuer's reputation with customers and partners.
Forestry regulation risk	The introduction of significant restrictions on commercial forestry activities by Lithuanian or EU authorities could substantially reduce the availability of raw materials, which may, in turn, lead to an increase in raw material prices. A sustained shortage of input materials could negatively affect the Issuer's production capacity, cost base, and overall competitiveness in the European market.
Seasonality risk	Demand for kiln-dried firewood is seasonal, with sales typically peaking during the colder months. This cyclical nature of demand may lead to fluctuations in revenue and cash flow throughout the year. Additionally, it may require the Issuer to manage significant inventory levels during low-demand periods, which could impact working capital and operational efficiency.
Competition risk	The kiln dried firewood production market is considered to be quite competitive in the EU. Competitors' actions to increase their market share may negatively impact the profitability of the Issuer. Delayed or inadequate responses to competitors' actions by the Issuer could lead to losses. This may restrict the Issuer's ability to meet its obligations to Bondholders.
Operating cost risk	Due to changing circumstances, the operating expenses of the Issuer may increase, which would reduce their profitability. These expenses may increase

due to the need for external specialists, advertising, additional services, or employees. The Issuer expects such expenses to be moderate and controlled; however, their increase may negatively affect the financial position of the Issuer.

Counterparty risk

Counterparty risk is inherent in all activities carried out by the Issuer. Due to counterparty risk, the Issuer may incur financial losses. A counterparty's failure to fulfil obligations may affect the completion of projects carried out by the Issuer, the quality of services provided, or damage their reputation. Although the Issuer monitors and manages counterparty risk, the occurrence of any mentioned counterparty risk may negatively impact its business and financial position. Due to this risk, the Issuer may become insolvent, bankrupt, its operations may be suspended or terminated, making it impossible to redeem the Bonds and/or pay accrued interest to Bondholders.

Operational risk

The Issuer may incur losses due to inadequate or failed internal control processes of the Issuer, employee errors and illegal actions, software or equipment malfunctions.

Project-implementation-related risks

The Issuer intends to further expand its activities by operating a new factory in the Jonava district with construction undertaken by a third-party contractor. Risks related to the implementation of this project, including design errors, inappropriate or faulty equipment acquisition, supplier delays and failures to meet the overall project timeline, may have adverse effects. As a result, the Issuer may encounter delays in commencing operations or operate below planned capacity. In some cases, additional investment may be required to address equipment or design-related issues. The materialisation of these risks may negatively affect the Issuer's business, operating results, or financial position, and could impact its ability to meet obligations to Bondholders.

Management and human resources risk

The Issuer's results heavily depend on the Issuer's employees and their decisions, as well as team members' competence and experience. The loss of key team members, their potential employment with the Issuer's competitors, and inability to attract other qualified specialists may have a significant negative impact on the Issuer's management, operations, results, and financial position.

Unpredictable events

Catastrophic events, terrorist attacks, war or military actions, riots, civil unrest, pandemic diseases, and other similar unpredictable events, as well as responses to these events or actions, may reduce the number of working days, preventing the Issuer, their employees, or contractors from conducting operations and providing services. These events and actions may also create economic and political uncertainty, which may negatively impact the economic conditions of such countries or reduce the demand for the Issuer's services or increase their costs. Unforeseen events may also decrease the revenues of the Issuer or result in additional operating expenses. Insurance coverage against certain unforeseen risks may also be unavailable. The materialisation of these risks may have a significant negative impact on the business, operational results, or financial position of the Issuer.

Refinancing risk

The Issuer may need to refinance its debts, including the Bonds. The Issuer's ability to successfully refinance its debts depends on debt capital market conditions and its financial position at that time. The Issuer's inability to refinance its debts or refinance them on favourable terms may negatively affect the Company's financial position and Bondholders' ability to recover funds under the Bonds.

Risk of litigation	At the moment the Issuer is not involved in any judicial or out of court disputes. However, in case such arise in the future and they are resolved unfavourably for the Issuer, it may negatively affect its operations, financial position, and reputation. All of this may impact the Issuer's ability to properly fulfil its obligations to Bondholders and affect the Bonds' attractiveness and liquidity.
Tax risk	The introduction of new taxes relating to the Issuer's activities or changes in applicable taxes may adversely affect the Issuer's performance.

5.2. Risk related to Bonds

RISK	DESCRIPTION
Inflation risk	There is a risk that, in the event of inflation, the depreciation of money might exceed the yield on the Bonds.
Listing risk. Risk of inactive secondary market	The Bonds constitute a new issue of securities by the Issuer. Prior to admission to trading on alternative market First North of Nasdaq Vilnius, there is no public market for the Bonds and other securities of the Issuer. Although application(s) will be made for the Bonds to be admitted to trading on alternative market First North of Nasdaq Vilnius, there is no assurance that such application(s) will be accepted, and the Bonds will be admitted to trading. In addition, admission to trading the Bonds on an alternative market will not guarantee that a liquid public market for the Bonds will develop or, if such market develops, that it will be maintained, and neither the Issuer, nor the Lead Manager is under any obligation to maintain such market. If an active market for the Bonds does not develop or is not maintained, it may result in a material decline in the market price of the Bonds, and the liquidity of the Bonds may be adversely affected. In addition, the liquidity and the market price of the Bonds can be expected to vary with changes in market and economic conditions, the financial condition and the prospects of the Issuer, as well as many other factors that generally influence the market price for securities. Accordingly, due to such factors the Bonds may trade at a discount to the price at which the Bondholders purchased/subscribed the Bonds. Therefore, Investors may be not able to sell their Bonds at all or at a price that will provide them with a yield comparable to similar financial instruments that are traded on a developed and functioning secondary market. Further, if additional and competing financial instruments are introduced on the markets, this may also result in a material decline in the market price and value of the Bonds.
Unsuitability of the Bonds for some Investors	Each potential Investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential Investor should: - have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained in this Information Document; - have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such investment will have on its overall investment portfolio;

- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds;
- understand thoroughly the terms of the Bonds; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

A potential Investor should not invest in the Bonds unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of such Bonds and the impact this investment will have on the potential Investor's overall investment portfolio.

Changes in the Issuer's financial position

Any adverse change in the Issuer's financial condition or prospects may have a significant adverse effect on the liquidity of the Bonds and may result in a material decrease in the market price of the Bonds.

Security related risk

The due performance of the Issuer's obligations to the Bondholders will be secured by the Pledge, which constitutes a security interest over the shares of the Issuer. However, there is a risk that the Pledge may not be sufficient to cover all claims by the Bondholders in the event the Issuer defaults on its obligations. The realisation value of the Pledge may also be lower than expected, and any delays or limitations in enforcing the Pledge may reduce the potential recoveries for Bondholders.

Potentially unfavourable decisions of Bondholders' Meetings

The laws applicable to the issue of the Bonds provide for the possibility of resolving certain matters at Bondholders' Meetings. Attendance of all Bondholders at the Meeting or unanimous approval from all Bondholders is not necessary for the decision to be adopted at the Bondholders' Meeting. Accordingly, the decisions made at the Bondholders' Meeting will be binding and effective for all Bondholders, including those who abstained or opposed the decision.

No voting rights

Only shareholders of the Issuer have the right to vote at the Issuer's General Meetings. The Bonds do not confer such voting rights. Therefore, the Bondholders may not influence any decisions of the Issuer's shareholders relating, for example, to the Issuer's capital structure, commitments, or other transactions.

Risk of early redemption of the Bonds

Under the terms of the issue, the Bonds may be redeemed prior to the specified maturity date at the discretion of the Issuer. If the Issuer exercises the early redemption right, the return on investment in the Bonds may be lower than originally expected.

Changes in the legal and tax environment

The legal and tax environment relevant to the Bond issue may change. Bondholders may face additional expenses, procedural requirements, and diminished returns on their investment in the Bonds.

Interest rate risk

If interest rates in general or particularly with regard to obligations of corporate debtors or corporate debtors with activities in the industries sector for durations equal to the remaining term of the Bonds increase, the market value of the Bonds may decrease. The longer the remaining term of a debt instrument, the stronger is its market value affected by changes of the interest rate level. There are further factors which may affect the market value of the Bonds, including, but not limited to global or national economic factors and crises in the global or national financial or corporate sector. Bondholders should be aware that

movements of the market interest rate can adversely affect the market price of the Bonds and can lead to losses for the Bondholders if they sell their Bonds

**Transaction
costs/charges**

When the Bonds are purchased/subscribed or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the purchase/issue or sale price of the Bonds. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Bondholders may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs). These incidental costs may significantly reduce or eliminate any profit from holding the Bonds.

6. PURPOSE OF ISSUE OF BONDS. USE OF FUNDS

Securities being issued and the total amount of funds the Issuer seeks to raise	Up to 8,000 units of the Bonds with a nominal value of EUR 1,000 each. Accordingly, the aggregate (maximum) amount of funds the Issuer seeks to raise is up to EUR 8,000,000.
The main purpose of the Bonds issuance	The Issuer intends to utilise the proceeds for the acquisition of equipment for a new wood processing factory in the Jonava district (Lithuania) as well as for general working capital needs related to the launch and operation of the facility.
Description of the intended target investor group(s) who are granted the right to subscribe to the issued securities, the country (or countries) where the public offering of Bonds is planned	The Bonds are intended to be offered to both retail and institutional Investors. The public offering of the Bonds is planned to take place in Lithuania, Latvia and Estonia.
Estimated net amount of funds to be received (after deducting the offering expenses), categorised by the intended purposes of fund utilisation	The total gross proceeds from the issue of the Bonds are expected to be EUR 8,000,000. After deducting estimated offering expenses, the projected net funds are anticipated to be approx. EUR 7.8 million. The Issuer intends to utilise the net proceeds for the acquisition of equipment for a new wood processing factory in the Jonava district as well as for general working capital needs related to the launch and operation of the facility.

7. GENERAL TERMS AND CONDITIONS OF BONDS

7.1. Principal amount and issuance of Bonds

Under this Information Document the Issuer may issue bonds up to an aggregate principal amount of EUR 8,000,000 (eight million euros) (the **Bonds**).

The Bonds may be issued in one or more tranches (the **Tranches**). The Bonds of each Tranche shall all be subject to identical terms, except that the Issue Dates (as defined below) and the Issue Prices (as defined below) thereof may be different in respect of different Tranches.

In order to identify each Tranche, the Final Terms (as defined below) shall stipulate a serial number of the respective Tranche.

The terms and conditions of each Tranche shall consist of these general terms and conditions of the Bonds (the **General Terms and Conditions**) and the final terms (the **Final Terms**). The General Terms and Conditions shall apply to each Tranche.

Each Final Terms shall be approved by the resolution of the shareholders of the Issuer.

The aggregate principal amount of a Tranche shall be specified in the Final Terms. Prior to allocation of the Bonds to the holders of the Bonds (the **Bondholders**) and subject to supplements or amendments to the Final Terms, the Issuer may increase or decrease the aggregate principal amount of a Tranche as set out in the Final Terms.

The nominal amount of each Bond shall be specified in the Final Terms.

The Bonds shall be offered for subscription for a minimum investment amount that shall be specified in the Final Terms (the **Minimum Investment Amount**).

7.2. Form of Bonds and ISIN

The Bonds are freely transferable non-convertible debt securities, which contain payment obligations of the Issuer towards the Bondholders.

The Bonds are dematerialized debt securities in dematerialized form which are disposable without any restrictions and can be pledged. However, the Bonds cannot be offered, sold, resold, transferred or delivered in such countries or jurisdictions or otherwise in such circumstances in which it would be unlawful or require measures other than those required under Lithuanian laws, including the United States, Australia, Japan, Canada, Hong Kong, South Africa, Singapore, Russia, Belarus and certain other jurisdictions. In addition, the Bondholders are prohibited to resell, transfer or deliver the Bonds to any person in a manner that would constitute a public offer of securities.

The Bonds shall be registered with the Lithuanian branch of Nasdaq CSD SE (the merged central securities depository of the Republic of Lithuania, Latvia and Estonia) – Nasdaq CSD SE Lietuvos filialas, legal entity code 304602060, having its address at Konstitucijos pr. 29-1, LT-08105 Vilnius, Lithuania (**Nasdaq CSD**), which operates a central security depository in the Republic of Lithuania (the **Depository**). Entity to be in charge of keeping the records will be the Lead Manager. The Bonds shall be valid from the date of their registration with Nasdaq CSD until the date of their redemption. No physical certificates will be issued to the Bondholders.

ISIN of the Bonds shall be specified in the Final Terms.

7.3. Status

The Bonds constitute direct and unsubordinated obligations of the Issuer ranking *pari passu* without any preference among each other and with all other unsecured and unsubordinated indebtedness of the Issuer, save for such obligations as may be preferred by mandatory provisions of law.

In case of insolvency of the Issuer, the Bondholders shall be entitled to recover their investment on the same terms as other creditors in the respective claims' group according to the applicable laws. Save for mandatory provisions of the applicable laws, there are no contracts or other transaction documents that would subordinate the claims of the Bondholders to other secured or unsecured liabilities of the Issuer.

7.4. Currency of Bonds

The Bonds shall be issued in EUR.

7.5. Issue price and yield

The Bonds may be issued at their nominal amount or at a discount or a premium to their nominal amount (the **Issue Price**). The Issue Price shall be determined by the Issuer and specified in the Final Terms.

The yield of each Tranche set out in the applicable Final Terms shall be calculated as of the relevant Issue Date on an annual basis using the relevant Issue Price.

7.6. Issue date

The issue date of each Tranche (the **Issue Date**) shall be specified in the Final Terms.

7.7. Payments to Bondholders

Payments of amounts (whether principal, interest or otherwise, including on the final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in Nasdaq CSD on the 3rd (third) Business Day preceding the due date for such payment (the **Record Date**). Payment of amounts due on the final or early redemption of the Bonds will be made simultaneously with deletion of the Bonds.

The Bondholders shall not be required to provide any requests to redeem the Bonds, as the principal amount and interest accrued shall be paid through the Depository in accordance with the applicable rules of the Depository.

If the due date for any payment in relation to the Bonds is not a Business Day, the Bondholder thereof will not be entitled to payment thereof until the next following Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these General Terms and Conditions.

Business Day means a day on which the Depository system open and operational.

7.8. Interest

The Bonds shall bear interest at fixed interest rate (the **Interest**) which shall be determined by the Issuer and specified in the Final Terms.

The Interest shall be paid on the dates specified in the Final Terms (the **Interest Payment Date**) until the Maturity Date (as defined below).

Interest shall accrue for each interest period from and including the first day of the interest period to (but excluding) the last day of the interest period on the principal amount of Bonds outstanding from time to time. The first interest period commences on the Issue Date and ends on the first Interest Payment Date. Each

consecutive interest period begins on the previous Interest Payment Date and ends on the following Interest Payment Date. The last interest period ends on the Maturity Date.

Interest shall be calculated on 30E/360 basis. Interest is being calculated by rounding up to two decimal places per each Bond and the interest payment shall be determined according to the following formula:

$CPN = F * C * n/360$ where;

CPN – amount of an interest in EUR;

F – principal amount of Bond outstanding;

C – annual interest rate payable on the Bond;

n – number of days since the Issue Date or the last Interest Payment Date (as applicable) calculated on 30-day month basis.

Interest on the Bonds shall be paid in accordance with Section 7.7 (*Payments to Bondholders*).

7.9. Redemption

(a) Scheduled redemption at maturity

The Bonds shall be repaid in full at their nominal amount on the date which shall be specified in the Final Terms (the **Maturity Date**), unless the Issuer has prepaid the Bonds in accordance with point (b) below (*Early optional redemption by Issuer*) or Section 7.15 (*Events of Default*).

(b) Early optional redemption by Issuer

The Issuer may redeem the Bonds (in whole or in part) after 6 months of the Issue Date at the price equal to (i) 101.00% of the principal amount of the Bonds together with the accrued interest, if redeemed between 6 and 12 months after the Issue Date or (ii) 100.00% (i.e. with no premium) if redeemed 12 months after the Issue Date.

Early redemption shall be made by the Issuer by giving 14 (fourteen) days' notice to the Bondholders and Trustee in accordance with Section 7.18 (*Notices*).

The Issuer shall have the right to redeem the Bonds before the Maturity Date without any premium in case the Bondholder breaches or there is a reasonable concern that the Bondholder might breach anti-money laundering or sanction regulations. The Issuer or the Lead Manager at any time are entitled to request any of the Bondholders directly or through the Trustee to provide necessary documents for the Issuer or the Lead Manager to perform sanction screening or other verification checks so as to implement sanction and/or anti-money laundering requirements. The Bondholders undertake to submit the requested documents or information within the time period set by the Issuer or the Lead Manager.

7.10. Pledge

The due and timely payment, discharge and performance of all obligations under the Bonds by the Issuer shall be secured by the first ranking pledge (the **Pledge**) over ordinary registered shares of the Issuer (the **Pledged Shares**) in favour of the Trustee (acting on behalf of and for the benefit of the Bondholders).

The Pledged Shares shall be pledged under the Pledge Agreement (the **Pledge Agreement**), to be concluded by the shareholders of the Issuer, the Issuer and the Trustee on or around the date of the Information Document.

The Trustee shall take all actions that the Trustee as the holder of the Pledge may reasonably take with the purpose to enforce Pledge according to the procedure provided for in the Pledge Agreement and applicable laws in case:

- (i) the obligations of the Issuer towards the Bondholders are not performed in accordance with their respective terms; and
- (ii) the meeting of the Bondholders convened following the requirements and procedure set forth in applicable laws and this Information Document (the **Bondholders' Meeting**) has adopted a decision to enforce the Pledge.

The Bondholders' Meeting has the right to instruct the Trustee to take specific actions to enforce the Pledge in accordance with the procedure provided for in the Pledge Agreement. The Bondholders shall not have any independent power to enforce the Pledge or to exercise any rights or powers arising under the Pledge Agreement. Investors can exercise their rights in relation to the Pledge only through the Trustee pursuant to the Agreement on Bondholders' Protection.

The proceeds from the enforcement of the Pledge shall be applied in the following order of priority:

- (i) as a first priority – to the satisfaction and payment of all costs and expenses (including, without limitation, state duties, notary fees and valuation costs and fees) related to or arising from enforcement of the Pledge by the Trustee within the limits set forth in the Agreement on Bondholders' Protection;
- (ii) as a second priority (after the full satisfaction, payment and deduction of all claims and amounts set forth in point (a) above) – payment of the claims of the Bondholders arising from the Bonds.

The Trustee shall withhold the proceeds necessary for satisfying the costs, expenses specified in item (a) above and transfer the remaining proceeds to the Bondholders for satisfying their claims under item (b) above.

The Trustee shall return the proceeds from the enforcement of the Pledge remaining after satisfying all claims under the order of priority established above to the Issuer.

In case the proceeds remaining after satisfying the fees, costs, expenses, damages and claims under item (a) above do not cover the claims under item (b) above in full, the claims arising from the Bonds shall be satisfied pro rata.

The Trustee is not obliged to pay to the Bondholders or any other person any interest on the proceeds from the enforcement of the Pledge.

In case the Trustee is required, under the applicable laws, to withhold or pay any taxes in connection with payments to be made by the Trustee hereunder, the amount to be paid by the Trustee shall be reduced by the amount of respective taxes and only the net amount shall be paid by the Trustee.

7.11. Taxation

All payments in respect of the Bonds by the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (the **Taxes**), unless the withholding or deduction of the Taxes is required by laws of the Republic of Lithuania. In such case, the Issuer shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities in accordance with the applicable laws for the amount so required to be withheld or deducted. The Issuer shall not be obligated to make any additional compensation to the Bondholders in respect of such withholding or deduction.

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Lithuania, references in these Terms and Conditions to the Republic of Lithuania shall be construed as references to the Republic of Lithuania and/or such other jurisdiction.

7.12. Admission to trading

The Issuer shall submit an application regarding inclusion of each Tranche in the alternative market First North of AB Nasdaq Vilnius, legal entity code 110057488, having its address at Konstitucijos pr. 29, LT-08105 Vilnius, Lithuania (**Nasdaq Vilnius**). An application shall be prepared according to the requirements of Nasdaq Vilnius and shall be submitted to Nasdaq Vilnius within 3 (three) months after the Issue Date of the respective Tranche.

The Issuer shall use its best efforts to ensure that the Bonds remain admitted to the alternative market First North of Nasdaq Vilnius. The Issuer shall, following an admission to trading, take all reasonable actions on its part required as a result of such admission to trading of the Bonds.

The Issuer shall cover all costs which are related to the admission of the Bonds to the alternative market First North of Nasdaq Vilnius.

7.13. Undertakings

The undertakings in this Section remain in force from the Issue Date and for as long as any Bonds are outstanding.

(a) Change of shareholders

The shareholders of the Issuer Darius Lackus and Žygimantas Lackus shall not transfer their shareholding in the Issuer to any persons who are not directly or indirectly controlled by them.

(b) Pledge

The Issuer undertakes to ensure that the Pledge over the Pledged Shares remains effective and registered with the Register of Contracts and Liens of the Republic of Lithuania throughout the term of the Bonds.

(c) Corporate actions

The Issuer shall not pass any resolutions to initiate or commence any reorganisation, liquidation, transformation, bankruptcy or restructuring proceedings in respect of the Issuer.

(d) Listing undertaking

The Issuer undertakes to take all necessary steps to ensure that the Bonds are admitted to trading on First North of Nasdaq Vilnius no later than within three months after the Issue Date.

(e) Delisting undertaking

The Issuer undertakes to maintain the admission of the Bonds to trading on the First North of Nasdaq Vilnius for as long as any Bonds remain outstanding and not to voluntarily apply for delisting without the prior consent of the Bondholders' Meeting.

(f) Information disclosure

The Issuer shall prepare and make available through its website (<https://www.vlitimber.eu/>) and Nasdaq:

- (i) the Issuer's unaudited quarterly financial statements within 2 months after the end of each financial

quarter;

- (ii) the Issuer's audited annual financial statements within 4 months after the end of each financial year.

All financial statements shall be prepared in accordance with Lithuanian Financial Reporting Standards (LFRS).

7.14. Financial covenants

The Issuer undertakes to comply with the following financial covenants from the Issue Date and for as long as any Bonds are outstanding.

(a) Minimum equity ratio

The Issuer covenants that, from the financial quarter ending 30 September 2025 and at all times thereafter, it shall maintain an equity ratio of not less than 20%, calculated in accordance with applicable accounting standards.

For the purposes of this undertaking, "**equity ratio**" means the ratio of total equity to total assets, both determined on a standalone basis of the Issuer in accordance with applicable accounting standards.

Compliance with the equity ratio shall be tested quarterly, based on the most recently available financial statements of the Issuer.

(b) Minimum interest coverage ratio (ICR)

The Issuer covenants that, from the financial quarter ending 30 September 2025 and at all times thereafter, it shall maintain an interest coverage ratio (ICR) of not less than 2.00, calculated in accordance with applicable accounting standards.

For the purposes of this undertaking, "**interest coverage ratio**" means the ratio of EBITDA to net interest expenses for the Issuer.

Compliance with the interest coverage ratio shall be tested quarterly, based on the Issuer's EBITDA and net interest expenses for the last 12 (twelve) months.

7.15. Events of Default

The Bondholders' Meeting shall have the right but not the obligation to demand immediate redemption of the Bonds held by the Bondholders upon occurrence of any of the following events (an **Event of Default**):

- (i) **Non-payment:** Any amount of Interest on or principal of the Bonds has not been paid within 10 (ten) Business Days from the relevant due date;
- (ii) **Breach of other obligations:** The Issuer does not comply with Section 7 (*General Terms and Conditions of Bonds*) in any other way than as set out under point (i) (*Non-payment*) above, unless the non-compliance (A) is capable of being remedied and (B) is remedied within 30 (thirty) Business Days after the Issuer becoming aware of the non-compliance, provided that, in the case of a breach of the financial covenants set out in Section 7.14 (*Financial Covenants*), such breach shall not constitute an Event of Default if compliance is restored in the next quarterly financial statements following the period in which the breach occurred;
- (iii) **Impossibility of illegality:** It becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of Section 7 (*General Terms and Conditions of Bonds*) or if the obligations under

the aforementioned Section are not or cease to be, legal, valid, binding and enforceable due to other reasons than those indicated under Section 7.15 (*Force Majeure*);

- (iv) **Cessation of business:** The Issuer ceases to carry on its current business in its entirety or a substantial part thereof, other than: (A) pursuant to any sale, disposal, demerger, amalgamation, reorganisation or restructuring or any cessation of business in each case on a solvent basis and within the Issuer and its Group, or (B) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting;
- (v) **Insolvency:** The Issuer is (A) declared bankrupt by a final decision of a court or admits inability to pay its debts; (B) the Issuer enters into any arrangement with majority of its creditors by value in relation to restructuring of its debts or any meeting is convened to consider a proposal for such arrangement; or (C) an application to initiate insolvency, restructuring or administration of the Issuer, or any other proceedings for the settlement of the debt of the Issuer or is submitted to the court by the Issuer;
- (vi) **Insolvency proceedings:** Any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 (thirty) days of commencement or, if earlier, the date on which it is advertised) in relation to:
 - winding-up, dissolution, administration, insolvency or legal protection proceedings (in and out of court) (in Lithuanian: *nemokumas, likvidavimas, bankrotas, restruktūrizavimas*) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer;
 - the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer in respect of the Issuer or any of its assets; or
 - any analogous procedure or step is taken in any jurisdiction in respect of the Issuer.

In case of the Issuer's liquidation or insolvency the Bondholders shall have a right to receive payment of the outstanding principal amount of the Bonds and the interest accrued on the Bonds according to the relevant laws governing liquidation or insolvency of the Issuer.

The Issuer shall immediately but not later than within 3 (three) Business Days notify the Trustee of the occurrence of an Event of Default. In the absence of such notice, the Trustee shall be entitled to proceed on the basis that no such Event of Default has occurred or is expected to occur.

If the Trustee becomes aware of a potential Event of Default from sources other than the Issuer, it shall have the right to seek confirmation or denial from the Issuer by sending a relevant request. The Issuer must respond to such a request in writing (the **Response**). If the Issuer within 5 (five) Business Days from the receipt of the Trustee's request:

- (i) does not provide the Response, the Event of Default shall be considered to have occurred on the day following the expiration of the abovementioned 5 (five) Business Day period;
- (ii) provides the Response explaining the reasons why the Event of Default has not occurred (supported with relevant evidence), the Event of Default shall be considered not to have occurred, unless the Bondholders' Meeting declares otherwise as specified below.

If the Issuer does not provide the Response or the Bondholders' Meeting declares the occurrence of the Event of Default, and due to this the Bondholders' Meeting, in accordance with the procedure established by the law, adopts a decision by a qualified majority of no less than 3/4 of the Bondholders participating in the Bondholders' Meeting and having a voting right to demand early redemption of the Bonds, the Issuer within 10 (ten) calendar days upon receiving the respective decision of the Bondholders' Meeting from the Trustee shall redeem all outstanding Bonds from all the Bondholders holding them on the Record Date by paying the outstanding principal amount of the Bonds and the Interest accrued on the Bonds, but without

any premium or penalty. Interest on the Bonds accrues until the prepayment date (excluding the prepayment date).

If the Bondholders' Meeting does not adopt a decision as prescribed above within 3 (three) months after the occurrence of the Event of Default, the Bondholders shall lose the right to demand early redemption of the Bonds in accordance with this Section.

7.16. Force majeure

The Issuer, the Lead Manager, Nasdaq CSD or any other person involved in the offering (the **Affected Party**) shall be entitled to postpone the fulfilment of its obligations hereunder, in case the performance is not possible due to continuous existence of any of the following circumstances:

- (i) action of any authorities, war or threat of war, rebellion or civil unrest;
- (ii) disturbances in postal, telephone or electronic communications which are due to circumstances beyond the reasonable control of the Affected Party and that materially affect operations of the Affected Party;
- (iii) any interruption of or delay in any functions or measures of the Affected Party as a result of fire or other similar disaster;
- (iv) any industrial action, such as strike, lockout, boycott or blockade affecting materially the activities of the Affected Party; or
- (v) any other similar force majeure or hindrance which makes it unreasonably difficult to carry on the activities of the Affected Party.

In such case the fulfilment of the obligations may be postponed for the period of the existence of the respective circumstances and shall be resumed immediately after such circumstances cease to exist, provided that the Affected Party shall put all best efforts to limit the effect of the above referred circumstances and to resume the fulfilment of its obligations as soon as possible.

7.17. Purchases by Issuer and related parties

The Issuer and the related parties may at any time purchase the Bonds in any manner and at any price in the secondary market (the related parties of the Issuer may purchase the Bonds in the primary market as well). Such Bonds may be held, resold or surrendered by the purchaser through the Issuer for cancellation. Bonds held by or for the account of the Issuer or any related party for their own account shall not carry the right to vote at the Bondholders' Meeting s and shall not be taken into account in determining how many Bonds are outstanding.

7.18. Notices

For so long as the Bonds are not admitted to trading on Nasdaq Vilnius, all notices and reports to the Bondholders shall be published on the website of the Issuer (<https://www.vlitimber.eu/>). Any notice or report published in such manner shall be deemed to have been received on the same Business Day when it is published.

As of the day when the Bonds are admitted to trading on Nasdaq Vilnius, all notices and reports to the Bondholders shall be published on Nasdaq Vilnius information system, as well as on the website of the Issuer (<https://www.vlitimber.eu/>). Any notice or report published in such manner shall be deemed to have been received on the same Business Day when it is published.

7.19. Trustee

Following the requirements of the Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania (the **Law on Protection of Interests of Bondholders**), the Issuer has concluded the Agreement on Bondholders' Protection (the **Agreement on Bondholders' Protection**) with UAB Audifina (the **Trustee**). In accordance with this agreement, the Trustee shall safeguard the interests of the Bondholders in their relations with the Issuer. The Trustee, acting on behalf of and for the benefit of the Bondholders, shall also enforce the Pledge. For the avoidance of doubt, the Trustee is a representative of all Bondholders.

Contact details of the Trustee are the following:

E-mail: info@audifina.lt

Representative: Vidmantas Satkus

Website: www.audifina.lt

Each Bondholder is entitled to receive a copy of the Agreement on Bondholders' Protection concluded between the Issuer and the Trustee, applying via an e-mail of the Trustee (info@audifina.lt).

The Agreement on Bondholders' Protection expires:

- (i) when the Issuer fulfils all its obligations to the Bondholders;
- (ii) upon redemption of the Bonds by the Issuer on the Maturity Date or earlier, as provided and to the extent permitted hereunder;
- (iii) the Trustee ceases to meet the requirements established for a Trustee in the Law on Protection of Interests of Bondholders, including but not limited to when the Trustee acquires a status of "bankrupt" or "in liquidation";
- (iv) if other conditions established in the Law on Protection of Interests of Bondholders, the Civil Code of the Republic of Lithuania, the Law on Insolvency of Legal Entities of the Republic of Lithuania and the Agreement on Bondholders' Protection exist.

Main rights of the Trustee:

- (i) to receive a list of Bondholders from the Issuer;
- (ii) to receive a copy of the decision to issue the Bonds;
- (iii) to get acquainted with the documents and information which are necessary to fulfil its functions and to receive the copies of such documents;
- (iv) after having obtained the consent of the Bondholders' Meeting, to conclude contracts with third parties when it is necessary to ensure the protection of the interests of the Bondholders;
- (v) to bring an action to the court or other competent authorities for the purpose of safeguarding the rights of the Bondholders.

Main obligations of the Trustee:

- (i) to take actions in order that the Issuer fulfilled its obligations towards the Bondholders;
- (ii) to convene the Bondholders' Meetings;

- (iii) to publish information regarding the Bondholders' Meetings being convened under procedure of the Law on Protection of Interests of Bondholders;
- (iv) to provide the Bondholders' Meetings with all relevant documents and information;
- (v) to provide the Bondholders' Meeting, in which the question is being addressed regarding approval of the enforcement measures in respect of Issuer's outstanding commitments to Bondholders, the recommendatory opinion, whereby the reasoned opinion to approve or reject the enforcement measures suggested by the Issuer is provided;
- (vi) to execute the decisions of the Bondholders' Meetings;
- (vii) no later than within 5 (five) Business Days as from the day of receipt of a request of the Bondholder to provide information, to gratuitously present all the information about the Issuer, the Programme or other information related to the protection of his/her/its/their interests;
- (viii) no later than within 3 (three) Business Days from the receipt date of the Bondholder's request to provide a copy of the Agreement on Bondholders' Protection and the Surety free of charge;
- (ix) to provide the Bondholders with all other information related to the protection of their interests;
- (x) no later than on the next Business Day to inform the Issuer that the Trustee has lost the right to provide audit services (in this particular case) or acquired legal status "in bankruptcy" or "in liquidation".

7.20. Decisions of Bondholders

(a) General provisions

The Bondholders shall have the following main rights:

- (i) to receive the principal amount and the interest accrued (and the premium, if applicable) on the Maturity Date, or if applicable, before the Maturity Date;
- (ii) to sell or transfer otherwise all or part of the Bonds only strictly following the General Terms and Conditions and applicable laws;
- (iii) to bequeath all or part of owned Bonds to the ownership of other persons (applicable only towards natural persons);
- (iv) to pledge all or part of the Bonds owned;
- (v) to participate in the Bondholders' Meetings;
- (vi) to vote in the Bondholders' Meetings;
- (vii) to initiate the convocation of the Bondholders' Meetings following the procedure and in cases provided for in the Law on Protection of Interests of Bondholders;
- (viii) to adopt a decision to convene the Bondholders' Meeting following the procedure and in cases provided for in the Law on Protection of Interests of Bondholders;
- (ix) to obtain (request) the information about the Issuer, the Programme of Bonds or other information related to the protection of his/her/its interests from the Trustee;
- (x) to receive a copy of the Agreement on Bondholders' Protection;

- (xi) other rights, established in the applicable laws, the Trustee Agreement or in the constitutional documents of the Issuer.

No Bondholder shall be entitled to exercise any right of set-off against moneys owed by the Issuer in respect of the Bonds. The rights of Bondholders shall be executed during the term of validity of Bonds as indicated in these Terms and Conditions and applicable Lithuanian laws. More detailed rights of the Bondholders, rights and obligations of the Trustee being a representative of Bondholders is provided in the Agreement on Bondholders' Protection.

(b) Bondholders' Meetings

The right to convene the Bondholders' Meeting shall be vested in the Trustee, the Bondholders who hold no less than 1/10 of the Bonds of the Programme, providing voting right in the Bondholders' Meeting and the Issuer. As a general rule, the Bondholders' Meetings are convened by a decision of the Trustee. The Bondholders and Trustee shall have the right to attend the Bondholders' Meetings. The Trustee must attend the Bondholders' Meeting in cases when the Bondholders who hold no less than 1/10 of the Bonds of the Programme providing voting right in the Bondholders' Meeting approve such a need. The CEO of the Issuer or its authorised person may also attend the Bondholders' Meeting, unless the Bondholders who hold no less than 1/10 of the Bonds of the Programme providing voting right in the Bondholders' Meeting contradict thereto.

All expenses in relation to the convening and holding the Bondholders' Meeting shall be covered by the Issuer.

A notice of convocation of the Bondholders' Meeting no later than 15 (fifteen) Business Days before the date of the Bondholders' Meeting shall be published on the website of the Issuer. If any of the Bondholders expressed his/her/its request to get notifications on the convocation of the Bondholders' Meetings via e-mail and provided the e-mail address, the notice of convocation of the Bondholders' Meeting no later than 15 (fifteen) Business Days before the date of the Bondholders' Meeting shall also be sent via the indicated e-mail through Trustee. The notice of convocation of the Bondholders' Meeting shall specify the details of the Issuer, the ISIN of the Bonds, time, place and agenda of the meeting.

The Trustee is obliged to ensure proper announcement on the convocation of the Bondholders' Meetings.

The Bondholders' Meeting may be convened without observing the above terms, if all the Bondholders of the Issue, the Bonds held by which carry voting right in the Bondholders' Meeting, consent thereto in writing.

A Bondholders' Meeting may take decisions and shall be held valid if attended by the Bondholders who hold more than 1/2 of the issued Bonds, providing voting right in the Bondholders' Meeting. After the presence of a quorum has been established, the quorum shall be deemed to be present throughout the Bondholders' Meeting. If the quorum is not present, the Bondholders' Meeting shall be considered invalid and a repeated Bondholders' Meeting shall be convened.

A repeated Bondholders' Meeting shall be convened after the lapse of at least 5 (five) Business Days and not later than after the lapse of 10 (ten) Business Days following the day of the Bondholders' Meeting which was not held. The Bondholders must be notified of the repeated Bondholders' Meeting not later than 5 (five) Business Days before the repeated Bondholders' Meeting following the order, indicated above. 1 (one) Bond carries 1 (one) vote. A decision of the Bondholders' Meeting shall be considered taken if more votes of the Bondholders, participating in the Bondholders' Meeting and having a voting right have been cast for it than against it, unless the Law on Protection of Interests of Bondholders requires a larger majority.

The Trustee shall chair the Bondholders' Meetings, unless that meeting decides otherwise. The meeting must also elect the secretary thereof. Minutes of the Bondholders' Meeting shall be taken. The minutes shall be signed in 2 (two) copies (to the Issuer and to the Trustee) by the chairman and the secretary of the Bondholders' Meeting. The decisions of the Bondholders' Meeting shall be published on the website of the Trustee after the Bondholders' Meeting as soon as possible and without any delay, except parts of the decisions, which include confidential information.

The Bondholders' Meeting shall take the following decisions, which bind all the Bondholders:

- (i) to remove the Trustee from its position and appoint a new trustee, which meets the requirements of the applicable laws and to also oblige the Issuer to terminate the contract with the existing Trustee and to conclude the contract with the new appointed trustee;
- (ii) to indicate to the Trustee that the violation committed by the Issuer is minor, thus, there is no necessity to take action regarding protection of rights of Bondholders;
- (iii) to approve the enforcement measures in respect of the Issuer's failed commitments to Bondholders, suggested by the Issuer. This decision shall be adopted by a qualified majority of no less than 3/4 of Bondholders, participating in the Bondholders' Meeting and having a voting right;
- (iv) to determine, which information the Trustee will have to provide to the Bondholders' Meetings periodically or at the request of the Bondholders and to establish the procedure of provision such information;
- (v) to adopt other decisions which according to the provisions of Law on Protection of Interests of Bondholders are assigned to the competence of the Bondholders' Meeting.

Resolutions passed at the Bondholders' Meeting shall be binding on all Bondholders of the Programme, except for the cases, when in the decision of the Bondholders' Meetings the instructions to the Trustee are provided to execute certain actions.

Disputes regarding the decisions adopted in the Bondholders' Meetings shall be settled in the courts of the Republic of Lithuania.

7.21. Governing law and dispute resolution

These General Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

Any disputes relating to or arising in relation to the Bonds shall be settled solely by the courts of the Republic of Lithuania.

8. OFFERING OF BONDS

8.1. General structure of offering

The offering consists of a public offering of the Bonds to retail investors and institutional investors (each an **Investor**) in the Republic of Lithuania, the Republic of Latvia and in the Republic of Estonia.

For the purposes of the public offering, only such prospective Investors will be eligible to participate in the offering who at or by the time of placing their orders have opened securities accounts with entities of their choice, which are licensed to provide such services within the territory of the Republic of Lithuania, the Republic of Latvia or the Republic of Estonia and which are members of Nasdaq Vilnius or have relevant arrangements with a member of Nasdaq Vilnius. The list of the members of Nasdaq Vilnius is available here: <https://nasdaqbaltic.com/statistics/en/members>.

The public offering shall be structured in the following order:

- (i) the subscription of each of the Tranche shall be carried out through an auction facilitated by Nasdaq Vilnius (the **Auction**) and the relevant Auction rules prepared by the Lead Manager and published on the website of Nasdaq at www.nasdaqbaltic.com before opening of the Auction of the relevant Tranche (the **Auction Rules**) will be applied. The Auction Rules shall specify in detail procedure on how the members of Nasdaq Vilnius will enter the orders into Nasdaq trading system;
- (ii) the Issue Price shall be paid by the Investors according to the order described in this Information Document and the Final Terms;
- (iii) based on the decision of the Issuer, the Bonds shall be allocated to the Investors;
- (iv) the Bonds will be registered with the Depository and distributed to the Investors.

8.2. Subscription for Bonds

The subscription period (the **Subscription Period**) for each Tranche shall be specified in the Final Terms. The Issuer may decide on shortening or lengthening the Subscription Period.

The Investors wishing to subscribe for and purchase the Bonds shall submit their orders to acquire the Bonds (the **Subscription Orders**) at any time during the Subscription Period.

At the time of placing a Subscription Order, each Investor shall make a binding instruction for depositing the Bonds in a securities account maintained in its name and opened with a credit institution or an investment brokerage firm of their choice which are licensed to provide such services within the territory of the Republic of Lithuania, the Republic of Latvia or the Republic of Estonia and are members of Nasdaq Vilnius or have relevant arrangements with a member of Nasdaq Vilnius.

Upon submission of the Subscription Order the Investor shall (besides other authorisations, acknowledgements and undertakings provided in the Information Document):

- (i) authorise the Depository, Nasdaq Vilnius, the Lead Manager, the Lead Manager and the Issuer to process, forward and exchange information on the identity of the Investor and the contents of respective Investor's Subscription Order before, during and after the Subscription Period;
- (ii) confirm that it/she/he has got familiarised with this Information Document, Final Terms and Auction Rules.

An Investor shall be allowed to submit a Subscription Order either personally or via a representative whom the Investor has authorised (in the form required by the applicable law) to submit the Subscription Order. An Investor shall ensure that all information contained in the Subscription Order is correct, complete and legible.

The Issuer reserves the right to reject any Subscription Order that is incomplete, incorrect, unclear or ineligible or that has not been completed and submitted and/or has not been supported by the necessary additional documents, requested by the Issuer or the Lead Manager during the Subscription Period and in accordance with all requirements set out in this Information Document.

Any consequences of form of a Subscription Order for the Bonds being incorrectly filled out will be borne by the Investor.

8.3. Interest rate

The Issuer may offer the Bonds for a fixed annual interest rate as already specified in the Final Terms.

By submitting the Subscription Order, the Investor acknowledges that each investment amount has to be not less than Minimum Investment Amount as specified in the Final Terms. Otherwise, the relevant part of the Subscription Order for subscribing to the Bonds with the less than Minimum Investment Amount shall not be considered valid and shall not be processed.

8.4. Place of subscription

Initially the Bonds will be book-entered in the subscription account of the Depository participant (the **Settlement Agent**) which shall be specified in the Final Terms.

The subscription to the Bonds shall be made on the Subscription Orders which may be requested from the Lead Manager and/or in accordance with the Auction Rules or the Depository's participants located in Lithuania, Latvia or Estonia.

The Subscription Orders may be submitted through any credit institution or an investment brokerage firm that is licensed to provide such services within the territory of Lithuania, Latvia or Estonia and which are members of Nasdaq Vilnius or have relevant arrangements with a member of Nasdaq Vilnius.

The total amount of the Bonds to be acquired and indicated in each Subscription Order shall be for at least the Minimum Investment Amount. The procedure of submission of the Subscription Orders shall be specified in the Final Terms if any additional information shall be provided.

All Subscription Orders shall be binding and irrevocable commitments to acquire the allotted Bonds, with the exceptions stated below. The Subscription Orders shall not be considered valid and shall not be processed in case the purchase amount indicated in the Subscription Orders is less than the Minimum Investment Amount or the Subscription Orders were received after the Subscription Period. The Issuer has no obligation to inform the Investors about the fact that their Subscription Orders are invalid.

8.5. Withdrawal of Subscription Orders

An Investor may withdraw a Subscription Order for the Bonds of the respective Tranche by submitting a written statement to the credit institution or investment brokerage firm through which the Subscription Order was made at any time until the end of the Subscription Period of the respective Tranche:

- (i) if any supplement or amendment to the Information Document is made public concerning an event or circumstances occurring before the allocation of the Bonds, of which the Issuer became aware prior to allocation of the Bonds, within 2 (two) Business Days as from the date of the publication of the supplement or amendment to the Information Document; or
- (ii) if the issuance of the Tranche is suspended or postponed in accordance with Section 8.9 (*Cancellation, suspension or postponement of offering*), within 2 (two) Business Days as from the date of the announcement of suspension or postponement of the issuance of the Tranche.

The right of an Investor to withdraw a Subscription Order shall only apply to the relevant Tranche and not to any other Tranches of the Bonds under this Information Document.

An Investor shall be liable for payment of all fees and costs charged by a credit institution or an investment brokerage firm used by the Investor for the Subscription of the Bonds in connection with the withdrawal or amendment of the Subscription Order.

Following withdrawal of a Subscription Order, the repayments shall be made (or blocked funds shall be released) in accordance with the Subscription Order within 10 (ten) Business Days following submission of a statement regarding withdrawal of the Subscription Order.

8.6. No assignment or transfer

The rights arising out of this Information Document in relation to the subscription for the Bonds (including, without limitation, rights arising from any Subscription Orders or any acceptance thereof) are not assignable, tradable or transferable in any way and any assigned or transferred rights will not be recognised by the Issuer and will not be binding on the Issuer.

8.7. Payment for Bonds

By submitting a Subscription Order, each Investor shall authorise and instruct the credit institution or investment brokerage firm operating the Investor's current account connected to the Investor's securities account to immediately block the whole subscription amount on the Investor's current account until the payment for the allotted Bonds is completed or until the funds are released.

The subscription amount to be blocked shall be equal to the Issue Price multiplied by the number of the Bonds the respective Investor wishes to subscribe for.

Investor may submit a Subscription Order only when there are sufficient funds on the Investor's current account. If the blocked funds are insufficient, the Subscription Order will be deemed null and void to the extent funds are insufficient.

The Investors who have not been allotted any Bonds, including in case of withdrawal of Subscription Orders in accordance with Section 8.5 (*Withdrawal of Subscription Orders*), or whose subscriptions have been reduced will receive reimbursements of the payment made upon placing the Subscription Order (or the blocked funds will be released) in accordance with instructions provided by each such Investor, as required under the procedures applicable within the credit institution or an investment brokerage firm through which the Subscription Order was placed. The reimbursement will take place (or the blocked funds will be released) within 10 (ten) Business Days as from the end of the Subscription Period or withdrawal of a Subscription Order in accordance with this Information Document. The payments shall be returned (or the blocked funds will be released) without any reimbursement for costs incurred by the Investors in the course of subscribing for the Bonds and shall be net of all transfer expenses and without interest.

8.8. Allocation of Bonds

On the next Business Day following the Subscription Period the Issuer shall decide whether to proceed with the issuance of the Tranche or cancel the relevant issuance.

In case the Issuer decides to proceed with the issuance of the Tranche the following actions shall be taken within the next 3 (three) Business Days following the Subscription Period:

(i) Allocation of Bonds to Investors

- (A) The Issuer will establish the exact amount of the Bonds to be allotted with respect to each Subscription Order.
- (B) In case the subscription amount for the Tranche is equal to or exceeds the aggregate principal amount of the relevant Tranche, the Issuer shall decide which Investors shall be allotted with the Bonds and to what amount, and which Investors shall not be allotted with the Bonds. The Bonds shall be allocated to the Investors participating in the offering in

accordance with the following main principles: (a) the division of Bonds between the retail and institutional investors has not been predetermined. The Issuer shall determine the exact allocation in its sole discretion, considering the overall demand from different Investor categories; (b) under the same circumstances, all Investors shall be treated equally, whereas dependent on the number of Investors and interest towards the Offering, the Issuer may set minimum and maximum number of the Bonds allocated to one Investor; (c) the allocation shall be aimed to create a solid and reliable Investor base for the Issuer; (d) possible multiple Subscription Orders submitted by the Investor shall be merged for the purpose of allocation; (e) Subscription Orders via a nominee accounts (incl. if made on the account of pension investment accounts) shall be treated as Subscription Orders from separate independent Investors only if this was disclosed to the Issuer. Although each Investor subscribing via a nominee account is considered as an independent Investor during the allocation process, the nominee account holder is responsible for the allocation of the Bonds to the Investor; and (f) each Investor entitled to receive the Bonds shall be allocated a whole number of the Bonds and, if necessary, the number of Bonds to be allocated shall be rounded down to the closest whole number. Any remaining Bonds which cannot be allocated using the above-described process shall be allocated to the Investors on a random basis. Accordingly, the Investors who subscribe the Bonds of the relevant Tranche may not receive all of the Bonds they have subscribed for and it is possible they may not receive any.

- (C) In case the subscription amount for the Tranche is below the aggregate principal amount of the relevant Tranche, the Issuer may decide to cancel the issuance of the Tranche or, subject to supplements or amendments to the Final Terms, to adjust the aggregate principal amount of the relevant Tranche corresponding to the subscription amount of the Tranche.
- (D) In case any additional provisions apply to allocation of a separate Tranche of the Bonds, these will be specified in the Final Terms for the relevant Tranche. Material changes to the allocation principles (if any) shall be reflected in a supplement to this Information Document.

The Issuer shall not be obliged to allocate any Bonds to any Investors participating in the offering of the Bonds. Furthermore, there will be no target minimum individual allocation of the Bonds to the Investors.

(ii) Announcement

After completion of the allocation of the Bonds, announcement about allotment of the Bonds shall be made to the Investors pursuant to internal documents and procedures of a respective credit institution or investment brokerage firm where an Investor has submitted his/her/its Subscription Order.

(iii) Information about results of offering

Information about the results of the offering of each Tranche (amount of the Bonds issued and an aggregate principal amount of the respective Tranche) shall be published on the Issuer's website <https://www.vlitimber.eu/> as well as at www.nasdaqbaltic.com.

8.9. Cancellation, suspension or postponement of offering

The Issuer reserves the right to cancel the issuance of any Tranche at any time prior to the settlement of the offering of the Bonds, without obligation to disclose the reason for such cancellation. Furthermore, the Issuer may, at its discretion, modify the opening and closing dates of the Subscription Period, or postpone the issuance of the Tranche, in which case new issuance dates will be communicated by the Issuer at a later time.

If the issuance of the Tranche is suspended or postponed, the Issuer may decide that the Subscription Orders made and payments made (or the blocking of funds) will be deemed to remain valid until the settlement of the offering of the Bonds.

In case the issuance of the Tranche is cancelled, suspended or postponed, the Issuer shall notify the Settlement Agent and the Depository accordingly, and publish an announcement on its website <https://www.vlitimber.eu/> thereof.

8.10. Settlement

The settlement for the offering of the Bonds will be carried out in accordance with the DVP (*Delivery vs Payment*) principle by the Settlement Agent pursuant to the applicable rules of the Depository. After the Settlement Agent submits a corresponding DVP instruction via the Depository system, an Investor, acting through its credit institution or investment brokerage firm with which the Investor has opened a securities account, shall confirm that instruction immediately (by sending a relevant instruction), but not later than by 4 pm (Vilnius time) on the same day.

The Bonds allocated to the Investors shall be transferred to their securities accounts in accordance with the DVP (*Delivery vs Payment*) principle pursuant to the Auction Rules simultaneously with the transfer of payment for such Bonds.

The title to the Bonds shall pass to the relevant Investors upon transfer of the Bonds to their securities accounts.

If an Investor has submitted several Subscription Orders through several securities accounts, the Bonds allocated to such Investor shall be transferred to all such securities accounts proportionally to the number of the Bonds indicated in the Subscription Orders submitted for each account, rounded up or down as necessary.

The settlement of the offering of the Bonds shall take place on the Issue Date. All paid up or exchanged Bonds shall be treated as issued.

9. DESCRIPTION OF ISSUER'S ACTIVITIES

9.1. Issuer's past and present activities

The Issuer is the largest kiln-dried firewood producer in Lithuania, with operations established in 2009. Its main activity is the production of biofuel (kiln-dried firewood) and wholesale trade. The Issuer exports the majority of its production to European Union countries and Great Britain.

In 2021, the Issuer expanded into e-commerce, launching online stores in Lithuania and across the EU. Consumers can purchase directly via the websites malkosonline.lt and onlydry.lt in Lithuania, as well as through localized [onlydry](http://onlydry.com) platforms in Germany, Denmark, and France. Since 2022, the Issuer also sells products through Amazon, reaching customers in Austria, Belgium, the Netherlands, and, since 2023, the United Kingdom.

As of 2025, the Issuer operates one integrated production unit comprising approximately 7,200 m² of production area and 8,300 m² of warehouse space. The company's workforce has grown from 23 employees in 2012 to a projected 150 in 2025, with the volume of processed wood increasing from 4,488 m³ in 2012 to an estimated 112,000 m³ in 2025.

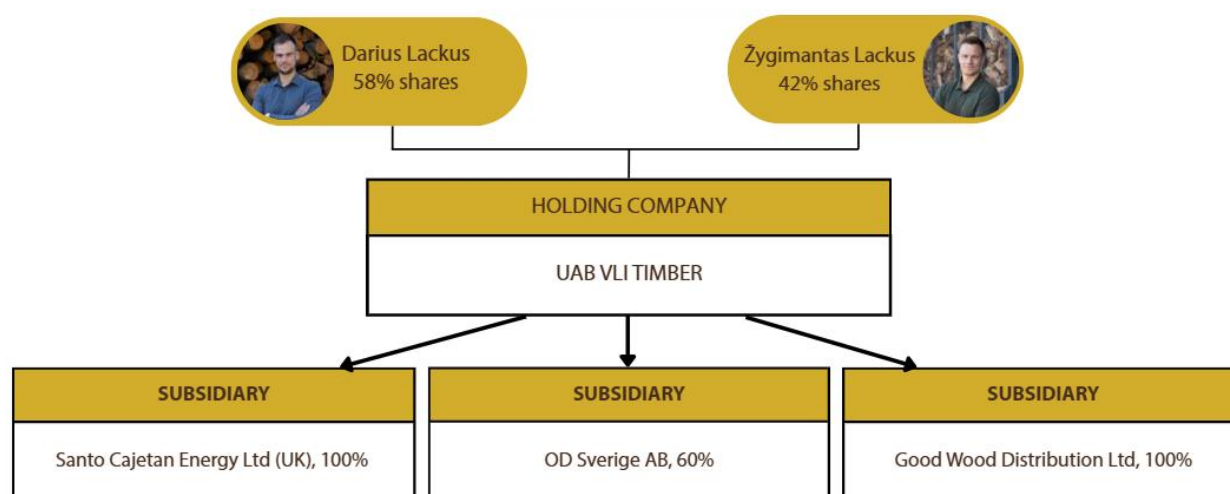
The Issuer is committed to high environmental, quality, and safety standards across its operations. It holds the following key certifications:

- FSC® Chain of Custody Certificate (Licence Code: FSC – C109548), confirming that the Issuer's wood supply is sourced from sustainably managed forests and that environmental and social responsibility principles are upheld throughout the entire production chain.
- Woodsure – Ready to Burn Certificate (Scheme No. WS223), which verifies that the Issuer complies with the UK's quality assurance scheme for woodfuel, ensuring that its products meet moisture and emissions standards and are safe for immediate domestic use.
- IPPC Certificate, acknowledging that the Issuer has appropriate processes in place to prevent the spread of pests in wooden packaging material, in compliance with international phytosanitary standards.

9.2. Issuer's position in the Group

The Issuer is the parent company of a group engaged in the production and distribution of kiln-dried firewood and other biofuel products. The Group operates across several European markets through directly owned subsidiaries engaged in wholesale, distribution, and e-commerce activities.

The Group structure is provided below:



- Santo Cajetan Energy Ltd is a private company incorporated in the United Kingdom (company number 12603173), with its registered address at 29 Bargates, Box, Corsham, Wiltshire, SN13 8LT, United Kingdom. The Issuer holds 100% of the shares (100 units) in this subsidiary.
- OD Sverige AB is a limited liability company incorporated in Sweden (company number 559403-7029), with its registered address at Hoverberg 828, 845 62, Svenstavik, Sweden. The Issuer owns 60% of the shares (150 units) in this company.
- Good Wood Distribution Ltd is a private company incorporated in the United Kingdom (company number 14855108), with its registered address at 307 Cotton Exchange Building, Old Hall Street, Liverpool, L3 9LQ, United Kingdom. The Issuer holds 100% of the shares (100 units) in this subsidiary.

9.3. Issuer's share capital and its composition. Shareholders

The Issuer's share capital is EUR 100,000 and is divided into 100 ordinary registered book-entry shares with a nominal value of EUR 1,000 each.

All shares issued by the Issuer are paid up.

The Issuer has issued shares of one class only – ordinary registered shares. They grant the rights specified in the Law on Companies.

The Issuer has two shareholders: (i) Darius Lackus, owning 58 shares constituting 58% of the Company's share capital and votes; and (ii) Žygimantas Lackus owning 42 shares constituting 42% of the Company's share capital and votes.

9.4. Profit distribution and remuneration policies

The Issuer does not currently have any special profit distribution or benefit allocation policies in place. All profit is going to be reinvested for the business expansion of the Issuer throughout the duration of the Bonds.

Compensation for the Issuer's managers and employees consists of standard market-based salaries and benefits. The Issuer does not apply any additional incentives.

9.5. Information about legal proceedings

The Issuer is not and has not been, a party to any governmental, legal, or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability. No petition for insolvency has been filed against the Issuer, nor has the Issuer initiated any insolvency proceedings. Neither the Issuer nor any member of its management, administrative, or supervisory bodies has been involved in any legal proceedings related to fraud, financial crimes, or economic violations. To the best of the Issuer's knowledge, no such proceedings as described above are pending or threatened against the Issuer or any member of their management, administrative, or supervisory bodies.

9.6. Material agreements

During the current and previous financial years up to the date of this Information Document, the Issuer has not entered into any significant contracts, obtained any patents, or concluded any other material agreements outside the ordinary course of business. This includes any agreements that are or may be material, or that contain provisions under which the Issuer would have an obligation or right that could materially affect the Issuer's ability to meet its obligations to bondholders under the terms of the Bonds.

The Issuer confirms that all contracts entered into during this period have been in the ordinary course of business.

10. FINANCIAL INFORMATION AND AUDIT OF ANNUAL FINANCIAL STATEMENTS

10.1. Accounting standards

The Company's financial statements are prepared in accordance with the Lithuanian Financial Reporting Standards (**LFRS**). The Company prepares annual financial statements for each financial year, which runs from January 1 to December 31. When necessary (e.g. due to business needs), interim financial statements may also be prepared.

10.2. Financial information

The Issuer's audited financial statements for the financial years ended 31 December 2024 and 31 December 2023, including auditor's reports, are incorporated by reference and can be accessed at <https://www.vlitimber.eu/>.

10.3. Financial performance and working capital

Key indicators of the Issuer's performance in the year of 2024 were: (i) gross profitability – 12.19; (ii) net profitability – 2.43, (iii) solvency ratio – 0.82.

The summary of financial information is provided below:

The Issuer	2023 Audited	2024 Audited
	Amount, EUR	Amount, EUR
EQUITY	5,413,028	5,932,366
Capital	2,896	100,000
Additional Paid-in Capital	-	-
Revaluation Surplus	-	-
Reserves	290	290
Retained Earnings	5,409,842	5,832,076
LONG-TERM ASSETS	8,637,241	10,289,982
Immaterial assets	41,723	130,388
Material assets	8,309,386	9,465,462
Financial assets	271,547	293,626
Other assets	14,585	400,506
SHORT-TERM ASSETS	4,973,952	4,873,433
LIABILITIES	6,532,804	8,170,407
Long-term	2,401,657	1,631,580
Short-term	4,131,147	6,538,827

Further, the Issuer hereby confirms that, in its opinion, it has sufficient working capital to carry out its planned activities for at least 12 (twelve) months following the completion of the Bond offering. This assessment

takes into account the Issuer's current financial position, projected cash flows, and the anticipated net proceeds from the Bond issuance.

In making this statement, the Issuer acknowledges that if unforeseen circumstances arise or if the assumptions underlying this assessment prove to be incorrect, the actual working capital position may differ from current projections. In such an event, the Issuer would take appropriate measures to secure additional funding or adjust its operational plans as necessary.

This confirmation is made in good faith based on the information available to the Issuer as of the date of this Information Document.

11. ISSUER'S ADMINISTRATIVE, MANAGEMENT OR SUPERVISORY BODIES. ADVISERS

11.1. Management and supervisory bodies

The Issuer has the following corporate governance structure:

- (i) General Meeting of Shareholders; and
- (ii) Managing Director.

The Management Board and the Supervisory Council are not formed in the Company.

The Managing Director of the Issuer is Darius Lackus, appointed to this position from 25 August 2009.

Darius Lackus is the founder and the Managing Director of the Issuer, a company he established over 15 years ago and has successfully led since its inception. Under his leadership, the Issuer has grown into a global leader in kiln-dried firewood production, currently generating an annual turnover of EUR 21 million.

From the outset, Darius has prioritised on operational efficiency, sustainability, and long-term value creation. The Issuer was the first company in the firewood industry to implement LEAN manufacturing principles, leading to significant improvements in productivity and cost efficiency. Over the years, the Company has carried out numerous energy efficiency and process optimisation projects, positioning itself as a competitive and forward-thinking player in the market.

Recognizing the importance of innovation, Darius established an in-house R&D division, which continues to develop new solutions and enhance production technologies. This strategic focus has helped the Issuer maintain its leadership position in global markets.

Auditor

BDO auditas ir apskaita, UAB, legal entity code 135273426, registered address at K. Baršausko g. 66, LT-51436 Kaunas, Lithuania has audited the financial statements of the Issuer for the years ended 31 December 2024 and 31 December 2023. All these financial statements are incorporated into this Information Document by reference. The auditor Jolanta Dalia Staliūnienė (auditor's certificate No. 000259) issued unqualified auditor's reports regarding all these financial statements.

BDO auditas ir apskaita, UAB is a member of the Lithuanian Chamber of Auditors and holds audit firm's certificate No. 001496.

11.2. Persons involved in offering of Bonds

(a) Lead Manager

The Lead Manager is appointed by the Issuer as responsible person in the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia for the purposes of offering of the Bonds and admission thereof to alternative market First North of Nasdaq Vilnius. The Issuer is paying fees (commissions) established in the Placement Agreement concluded with the Lead Manager on 8 May 2025 for the services provided by the Lead Manager.

(b) Trustee

The Trustee is appointed by the Issuer as Bondholders' trustee as required under the Law on Protection of Interests of Bondholders. The Issuer is paying fees established in the Agreement on Bondholders' Protection concluded with the Trustee on 13 May 2025 for the services provided by the Trustee.

(c) *Legal adviser*

The Law Firm Norkus ir partneriai COBALT is appointed by the Issuer as legal adviser for the purposes of the Information Document related matters arising under the Lithuanian law. The Issuer is paying fees established in the legal services agreement dated 29 April 2025 for the services provided by the legal advisers.

11.3. Description of interests (conflicts of interests)

The Issuer confirms that in its opinion there are no interests, including conflicts of interest, that are material to the Bonds issuance.

11.4. Related party transactions

The Issuer has provided a loan to the Managing Director of the Company (Darius Lackus) in the amount equal to EUR 163,700 with a fixed interest rate of 5.29% until 31 December 2026.

Save as otherwise disclosed in this Information Document, the Company did not enter into any other significant transactions with members of the Company's management bodies or the Group companies.

12. PREPARATION AND PUBLICATION OF SUPPLEMENTS TO INFORMATION DOCUMENT

If, after the publication of this Information Document but prior to the closing of the Bonds offering, the Issuer becomes aware of any significant new factor, material mistake or material inaccuracy relating to the information included in this Information Document which is capable of affecting the assessment of the Bonds, the Issuer shall prepare a supplement to this Information Document. The Issuer shall also amend the summary of the Information Document as necessary to reflect such changes.

Any supplement to the Information Document shall be published in the same manner as this Information Document and shall form an integral part thereof.

ANNEX 1 - FORM OF FINAL TERMS

Below is the form of Final Terms to be completed for each Tranche of Bonds issued under the Information Document

Final Terms dated [...]

UAB VLI TIMBER

Issue of [Aggregate Nominal Amount of Tranche] Bonds due [...]

under the Information Document for the issuance of Bonds in the amount of EUR 8,000,000

Terms used herein shall have the same meanings as defined in the Information Document dated 13 May 2025, together with its supplements, if any (the **Information Document**).

This document constitutes the Final Terms of the Bonds described herein and must be read in conjunction with the Information Document. Full information on the Issuer and the offer of the Bonds is only available on the basis of the combination of these Final Terms and the Information Document.

The Information Document (together with its supplements, if any) has been published on the Issuer's website <https://www.vlitimber.eu/>.

The Final Terms have been approved by the resolution of the shareholders of the Company on [...] 2025.

- | | | |
|-----|---|----------------|
| 1. | Issuer: | UAB VLI TIMBER |
| 2. | Tranche Number: | [...] |
| 3. | ISIN: | [...] |
| 4. | Aggregate principal amount of the Tranche: | EUR [...] |
| 5. | Nominal amount of the Bond: | EUR 1,000 |
| 6. | Issuer Price of the Bond: | EUR [...] |
| 7. | Issue Date: | [...] |
| 8. | Maturity Date: | [...] |
| 9. | Early Redemption by the Issuer | [...] |
| 10. | Early Redemption by the Bondholders | [...] |
| 11. | Annual Interest Rate: | [...]% |
| 12. | Interest Payment Dates: | [...] |
| 13. | Yield: | [...]% |

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

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| 14. Minimum Investment Amount: | EUR [...] |
| 15. Subscription Period: | |
| 16. Procedure for submission of Subscription Orders: | [...] |
| 17. Procedure for allocation of Bonds and settlement: | [...] |
| 18. Estimated net amount of the proceeds from the issue of the Bonds: | [...] |
| 19. Security: | Pledge of shares of the Issuer. |
| 20. Additional undertakings: | [[...]/[Not applicable.] |
| 21. Additional financial covenants: | [[...]/[Not applicable.] |
| 22. Lead Manager: | AB Artea bankas, legal entity code 112025254, having its address at Tilžės g. 149, LT-76348, Šiauliai, Lithuania. |
| 23. Settlement Agent: | AB Artea bankas, legal entity code 112025254, having its address at Tilžės g. 149, LT-76348, Šiauliai, Lithuania. |
| 24. Trustee | UAB AUDIFINA, a private limited liability company, legal entity code 125921757, with its registered address at A. Juozapavičiaus g. 6, LT-09310, Vilnius, Lithuania. |
| 25. Rating: | The Bonds to be issued have not been rated. |

Vilnius, [date] [month] [year]