



## UAB “Sanguškų parkas”

### Information document for the offering of bonds in the amount of up to EUR 8,000,000

This information document (the **Document**) provides main information on offering of bonds of UAB Sanguškų parkas”, legal entity code 306655663, registered address at Jogailos st. 4, Vilnius, the Republic of Lithuania (the **Issuer** or the **Company**) (the **Bonds**) in the amount of up to EUR 8,000,000 (the **Issue**) (the **Offering**) in the Republic of Lithuania and the Republic of Latvia.

This Document is not a prospectus within the meaning of the Regulation (EU) 2017/1129 of the European Parliament and of the Council (the **Prospectus Regulation**) and the Law on Securities of the Republic of Lithuania (the **Law on Securities**) and was not approved by the Bank of Lithuania.

The Issue is exempted from the requirement to prepare a prospectus under paragraph 2 of Article 3 of the Prospectus Regulation and Article 5 (2) of the Law on Securities.

This Document has been drawn in accordance with Article 7 of the Law on Securities, Article 78 (2) of the Law on Companies of the Republic of Lithuania (the **Law on Companies**) and the Description of Order on Preparation and Announcement of Information Document, Mandatory to Prepare When Publicly Offering Mid-Sized Issues and When Executing the Mid-Sized Crowdfunding Transactions, approved by Decision of the Board of the Bank of Lithuania No 03-45 dated 28 February 2013, as amended from time to time (the **Description of the Bank of Lithuania**) and Article 16<sup>1</sup> of the Financial Instrument Market Law of the Republic of Latvia and the Regulations on the Drawing-up and Publishing of an Information Document for Making a Public Offering No. 261 of the Bank of Latvia dated 18 December 2023 (the **Regulations of the Bank of Latvia**).

The Issuer may issue the Bonds in one or more tranches (the **Tranche**) under this Document with the relevant conditions of the respective Tranche to be announced in accordance with this Document.

This Document does not constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction. Also, the distribution of this Document may be restricted by law of certain jurisdictions, therefore persons in possession of this Document are required to inform themselves about and to observe such restrictions, as any failure to comply with those restrictions may constitute violation of securities regulations of any such jurisdiction.

The prospective Investors should carefully assess the information provided in this Document paying particular attention to Section II *Risk Factors* of this Document. All statements about the Company’s business, financial standing and prospects, the Offering itself should be carefully evaluated and decision to acquire Bonds shall be made by the potential investors only upon thorough assessment of this Document.

Furthermore, this Document is not and should not be considered as recommendation or advice to invest into the Bonds. The Company does not provide recommendation or advice regarding acquisition of the Bonds. In order to comprehensively understand all the benefits and risks associated with acquisition of the Bonds each prospective investor should approach his/her financial, business, legal and tax advisors.

This Document is drawn up based on information which was valid on 21 February 2024. Neither the delivery of this Document nor the Offering, sale and/or transfer of the Bonds shall under any circumstances create any implication that there have been no adverse changes occurred or events happened which may or could

result in an adverse effect on the Company's business, financial condition or result of operations and/or the market price of the Bonds. Nothing contained in this Document constitutes or shall be relied upon as a promise or representation by the Issuer or the Lead Manager/ as to the future.

Akcinė bendrovė Šiaulių bankas, legal entity code 112025254, with its registered address at Tilžės st. 149, Šiauliai, the Republic of Lithuania, is acting as the lead manager (the **Lead Manager**) for the purposes of the Offering of the Bonds and is also appointed as agent for the relationships with the Registrar (as defined below).

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## I. INTRODUCTION

**General information.** The Company has been established by the Sole Shareholder (as defined below) solely for the purpose of the Offering of Bonds. Under the provisions of Lithuanian law, the Sole Shareholder, being a limited partnership (and not a joint-stock company or a private limited liability company), is legally precluded from issuing bonds, therefore, seeking to diversify the funding channels for the Project, it has established the Company, which is allowed to raise the financing needed for the Project through the Offering of Bonds. Raising funds through an SPV established solely for the purpose of the offering is widely used market practise, especially in cases when there are some obstacles (legal exceptions, covenants, existing securities etc.) to issue bonds in one or another ownership level of a wider group of companies. The proceeds from the Offering will be on-lent to the Sole Shareholder and together with the Senior Loan (as defined below) and own contributions used exclusively for development and co-financing of the Project (as defined below). Shortly before disbursement of the Senior Loan, the Bonds will rank below the Senior Loan and should be redeemed only after the Senior Loan is repaid in full. The Project is owned and being developed by the Sole Shareholder. Except for the issue of Bonds, the Company will not engage in other business activities or transactions, neither carry-out the Project or directly participate in any other projects.

This Document has been prepared by the Company in connection with the Offering, solely for the purposes of enabling any prospective Investor to consider an investment into the Bonds. The information contained in the Document has been provided by the Issuer and other sources identified therein.

This Document should be read and constructed with any updates, supplements hereto (if any) and with any other documents attached herein and/or incorporated by reference (if any).

The terms with the first capital letter used throughout this Document are defined in the preamble of the Document and/or in Section 1.5 *Definitions and abbreviations*, or elsewhere in this Document.

### 1.1 Responsibility for this Document

**Persons responsible.** The person responsible for the information provided in this Document is the Issuer – UAB “Sanguškų parkas”, legal entity code 306655663, registered address at Jogailos st. 4, Vilnius, the Republic of Lithuania. The Company accepts the responsibility for the information contained in this Document. To the best of the knowledge and belief of the Company and its Director Žydrūnas Lukauskas having taken all reasonable care to ensure that such is the case, the information contained in this Document is in accordance with the facts and contains no omission likely to affect its importance.



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**Director, Žydrūnas Lukauskas**

**Limitations of liability.** The Lead Manager and the legal advisor to the Company or to the Lead Manager expressly disclaim any liability based on the information contained in this Document or any individual parts hereof and will not assume any responsibility for the correctness, completeness or import of such information. No information contained in this Document or disseminated by the Company in connection with the Offering may be construed to constitute a warranty or representation, whether express or implied, made by the Lead Manager or the legal advisor to any parties.

Neither the Company nor the Lead Manager or the legal advisor will accept any responsibility for the information pertaining to the Offering, the Company or its operations, where such information is disseminating or otherwise made public by the third parties either in connection with this Offering or otherwise.

By participating in the Offering the Investors agree that they are relying on their own examination and analysis of this Document and any information on the Company and the Project that is available in the public domain. Investors should also acknowledge the risk factors that may affect the outcome of such investment decision (as presented in Section II *Risk Factors*).

Investors should not assume that the information in this Document is accurate as of any other date than the date of this Document (21 February 2024). The delivery of this Document at any time after the conclusion of it will not, under any circumstances, create any implication that there has been no change in the Company's affairs since the date hereof or that the information set forth in this Document is correct as of any time since its date.

In case of dispute related to this Document or the Offering, the claimant may have to resort to the jurisdiction of the Vilnius Court of Commercial Arbitration and consequently a need may arise for the claimant to cover relevant arbitration fees and translation costs in respect of this Document or other relevant documents.

## 1.2 Notice to prospective Investors and selling restrictions

The distribution of this Document in certain jurisdictions may be restricted by law. Any person residing outside the Republic of Lithuania may receive this Document only within limits of applicable special provisions or restrictions. The Issuer requires persons into whose possession this Document comes to inform themselves of and observe all such restrictions. This Document may not be distributed or published 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. This Document does not constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. The Issuer, the Lead Manager or their representatives and/or legal advisers do not accept any legal responsibility whatsoever for any such violations, whether or not a prospective Investor is aware of such restrictions.

Persons in possession of this Document are required to inform themselves about and to observe any such restrictions, including those set out in this Section. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

As a condition for the subscription/purchase of any Bonds in the Offering, each subscriber/purchaser will be deemed to have made, or in some cases be required to make, certain representations and warranties, which will be relied upon by the Company, the Lead Manager and others engaged in the Offering. The Company reserves the right, at its sole and absolute discretion, to reject any subscription/purchase of Bonds that the Company, the Lead Manager or others engaged in the Offering believe may give rise to a breach or a violation of any law, rule or regulation.

The Bonds have not been approved or disapproved by the United States of America (**U.S**) Securities and Exchange Commission, any State securities commission in the U.S or any other US regulatory authority, nor have any of the foregoing passed upon or endorsed the merits of the Offering or the accuracy or adequacy of this Document. Any representation to the contrary is a criminal offence in the U.S.

The Bonds have not been and will not be registered in accordance with the U.S. Securities Act of 1933 (the **Securities Act**) or under the securities laws of any state of the U.S and accordingly, they may not be offered, sold, resold, granted, delivered, allotted, taken up, transferred or renounced, directly or indirectly, in or into the U.S, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any securities laws of any state of the U.S.

## 1.3 Presentation of financial and other information

**Financial information.** Since the Company was established only in 2024, no financial statements have been prepared yet and therefore no financial information is available.

Under the procedure set forth in this Document, the audited financial statements for the year 2024 (the **BAS Financial Statements**) prepared in accordance with the Lithuanian Business Accounting Standards (the **BAS**) as adopted by the Republic of Lithuania, will be made available to the Investors.

The presentation of financial information in accordance with the BAS requires the Management of the Company to make various estimates and assumptions which may impact the values shown in the financial statements and notes thereto. The actual values may differ from such assumptions.

**Dating of information.** This Document is drawn up based on information which was valid on 21 February 2024. Where not expressly indicated otherwise, all information presented in this Document must be understood to refer to the state of affairs as of the aforementioned date. Where information is presented as of a date other than 21 February 2024, this is identified by either specifying the relevant date or by the use of expressions as “*the date of this Document*”, “*to date*”, “*until the date hereof*” and other similar expressions, which must all be constructed to mean the date of this Document (21 February 2024).

**Approximation of numbers.** Numerical and quantitative values in this Document (e.g., monetary values, percentage values, etc.) are presented with such precision which the Company deems sufficient in order to convey adequate and appropriate information on the relevant matter. From time to time, quantitative values have been rounded up to the nearest reasonable decimal or whole value in order to avoid excessive level of detail. As a result, certain values presented do not add up to total due to the effects of approximation.

**Third party information and market information.** With respect to certain portions of this Document, some information may have been sourced from third parties, in such cases indicating the source of such information in this Document. Such information has been accurately reproduced as far as the Company is aware and is able to ascertain from the information published by such other third parties that no facts have been omitted, which would render the reproduced information inaccurate or misleading. Certain information with respect to the markets, on which the Company and the Group Companies are operating, is based on the best assessment made by the Management. With respect to the industry, in which the Company and the Group Companies are active, and certain jurisdictions, in which its operations are being conducted, reliable market information might be unavailable or incomplete. While every reasonable care was taken to provide the best possible estimate of the relevant market situation and the information on the relevant industry, such information may not be relied upon as final and conclusive. Investors are encouraged to conduct their own investigation into the relevant market or seek professional advice. Information on market shares represents the Management views, unless specifically indicated otherwise.

**Forward looking statements.** This Document includes forward-looking statements. Such forward-looking statements are based on current expectations and projections about future events, which are in turn made on the basis of the best judgment of the Management. Certain statements are based on the belief of the Management as well as assumptions made by and information currently available to the Management. Any forward-looking statements included in this Document are subject to risks, uncertainties and assumptions about the future operations of the Company and/or the Group Companies, the macro-economic environment and other similar factors.

In particular, such forward-looking statements may be identified by use of words such as *strategy, expect, forecast, plan, anticipate, believe, will, continue, estimate, intend, project, goals, targets, would, likely, anticipate* and other words and expressions of similar meaning. Forward-looking statements can also be identified by the fact that they do not relate strictly to historical or current facts. As with any projection or forecast, they are inherently susceptible to uncertainty and changes in circumstances, and the Company is under no obligation to, and expressly disclaims any obligation to, update or alter its forward-looking statements contained in this Document whether as a result of such changes, new information, subsequent events or otherwise.

The validity and accuracy of any forward-looking statements is affected by the fact that the Company and Group Companies operate in a competitive business and markets. This business is affected by changes in domestic and foreign laws and regulations, taxes, developments in competition, economic, strategic, political and social conditions and other factors. The Group’s actual results may differ materially from the Management’s expectations because of the changes in such factors. Other factors and risks could adversely affect the operations, business or financial results of the Company and/or the Group Companies (please see Section II *Risk Factors* for a discussion of the risks which are identifiable and deemed material at the date hereof). However, the risk factors described in this Document do not necessary include all risk and new risk may surface. If one or more of the risk factors described in this Document or any other risk factors or uncertainties would materialise or any of the assumptions made would turn out to be erroneous, the Company’s and/or the Group actual business result and/or financial position may differ materially from that anticipated, believed expected or estimated. It is not the Company’s intention, and it will not accept responsibility for updating any forward-looking statements contained in this Document, unless required by applicable legislation.

## 1.4 Information incorporated by reference

The following information is incorporated in this Document by reference in accordance with Item 11 of the Description and corresponding item of the Regulations of the Bank of Latvia and is available on Company's webpage (<https://www.zabolis.com/asset-management>):

- Articles of Association of the Company;
- Unaudited financial statements of the Sole Shareholder for the year 2023.

**Documents on Display.** Throughout the lifetime of this Document, any interested person may receive this Document and the abovementioned documents upon requesting the Issuer by e-mail [investor@zabolis.com](mailto:investor@zabolis.com) or the Lead Manager by e-mail [platinimai@sb.lt](mailto:platinimai@sb.lt).

Each Investor is entitled to receive a copy of the Agreement on Bondholders' Protection and a copy of the Collateral Agreement(s) (once concluded) by requesting the Issuer by e-mail [investor@zabolis.com](mailto:investor@zabolis.com) or the Trustee by e-mail [info@audifina.lt](mailto:info@audifina.lt).

## 1.5 Definitions and abbreviations

In this Document, the definitions in capital letters will have the meanings indicated below, unless the context of the Document requires otherwise. Other definitions may be defined elsewhere in this Document, including the preamble of this Document.

<b>Articles of Association</b>	The Articles of Association of the Company incorporated by reference in this Document.
<b>Agreement on Bondholders' Protection</b>	The agreement on protection of interests of the Bondholders concluded between the Issuer and Trustee on 19 February 2024 under which the Trustee represents rights and interests of the Bondholders in connection with the Issue.
<b>Auction</b>	Each public auction (primary distribution) of the Bonds of the relevant Tranche organized by the Lead Manager through Nasdaq trading system pursuant to this Document, Auction Rules, Auction Agreement, Special Rules of Nasdaq and during which the Lead Manager, Nasdaq and Exchange Members have predetermined rights and obligations in connection with the primary distribution of the Bonds of the relevant Tranche. If an Auction of the Bonds is organized through Nasdaq, the respective announcement will be made on the Issuer's and Nasdaq websites before opening of the Auction (Subscription Period) of the respective Tranche and indicated in the Final Terms of each Tranche. The Auction can be chosen by the Issuer as a sole or an additional subscription channel up to the allocated amount for such a channel indicated in the Final Terms of the respective Tranche.
<b>Auction Rules</b>	Shall mean each Rules of UAB "Sanguškų parkas" Bonds Subscription Process (Auction) prepared by the Lead Manager and published on the website of Nasdaq at <a href="http://www.nasdaqbaltic.com">www.nasdaqbaltic.com</a> before opening of the Auction (Subscription Period) of the relevant Tranche.
<b>Auction Agreement</b>	Shall mean each agreement on organizing the Issuer's Bonds Subscription process concluded between the Lead Manager and Nasdaq under which the Lead Manager assigns Nasdaq and Nasdaq undertakes to provide technical infrastructure to carry out the Offering by way of an Auction through Nasdaq's trading system in respect to the relevant Tranche.
<b>Bank Account</b>	Shall mean the operational bank of the Issuer which, inter alia, will be used to collect funds received from the Sole Shareholder under the Intercompany Loan Agreement.
<b>BAS</b>	The Lithuanian Business Accounting Standards.

<b>BAS Financial Statements</b>	The Company's unaudited financial statements for the year ended 31 December 2024 together with the annual report, that shall be made available to the Investors according to the procedure provided in this Document.
<b>Bond</b>	A fixed-term non-equity non-convertible secured debt instrument with ISIN LT0000408759 that is issued by the Issuer in accordance with this Document and approved by the decision of the Sole Shareholder of the Issuer dated 19 February 2024 and represents the Issuer's secured debt obligation in the amount of the Nominal Value of the Bond and the interest payable on the Bond.
<b>Bondholder or Investor</b>	A holder of a Bond as registered with the Register or, where relevant, a person who has placed a Subscription Order.
<b>Bondholders' Meeting</b>	The meeting of the Bondholders of the Company.
<b>Business Day</b>	Any day, except Saturday, Sunday, a national or a public holiday of the Republic of Lithuania.
<b>Building Complex</b>	Complex of buildings (up to 12,050 sq.m.), including underground area and related infrastructure to be developed, at the date of this Document owned by the Sole Shareholder, to be located and to be developed on the Land Plots.
<b>Collateral(s)</b>	Shall mean jointly or separately (i) Building Complex and Land Plots; (ii) Receivables and (iii) Bank Account pledged/mortgaged under the relevant Collateral Agreement(s).
<b>Collateral Agreement(s)</b>	Shall mean jointly or separately (i) (conditional) mortgage agreement certified by a notary and creating a first ranking mortgage over the Building Complex and Land Plots concluded by the Trustee, the Issuer and the Sole Shareholder to be transformed into second ranking security shortly before disbursement of the Senior Loan, (ii) pledge agreement certified by a notary and creating a first ranking pledge over the Receivables concluded by the Trustee and the Issuer, and (iii) pledge agreement certified by a notary and creating a first ranking pledge over the Bank Account concluded by the Trustee and the Issuer, all together created to secure the Secured Obligations for the benefit of the Bondholders.
<b>Civil Code</b>	The Civil Code of the Republic of Lithuania (as amended from time to time).
<b>Company or Issuer</b>	UAB "Sanguškų parkas", a private limited liability company established and existing under the laws of the Republic of Lithuania, legal entity code 306655663, registered address at Jogailos st. 4, Vilnius, the Republic of Lithuania.
<b>Director</b>	The sole management body of the Company.
<b>Decision</b>	Shall mean a decision of the Sole Shareholder of the Issuer dated 19 February 2024 approving the main terms of the Issue.
<b>Delivery Versus Payment</b>	A securities industry settlement method that guarantees the transfer of securities only happens simultaneously as the payment for the securities
<b>Document</b>	This information document, prepared for the purpose of the Offering, its annexes, information incorporated by reference, supplements and updates (if any).
<b>Early Maturity Date</b>	A Business Day before the Final Maturity Date when the Issuer must redeem all or part of the Bonds in case of the Extraordinary Early Redemption Event as it is set forth in Section 4.2 <i>Information concerning the securities to be offered</i> of this Document.
<b>Early Redemption Date</b>	Date(s) on which the Issuer has the right to redeem all or part of the Bonds before the Final Maturity Date as it is set forth in Section 4.2 <i>Information concerning the securities to be offered</i> of this Document, in any case not earlier than the Senior Loan is repaid in full.
<b>EU</b>	European Union
<b>EUR, €, Euro</b>	The lawful currency of the EU Member States that adopted the single currency, including the Republic of Lithuania.

<b>Exchange Member</b>		Shall mean a bank or investment firm to whom the status of Nasdaq Vilnius Exchange Member has been assigned in accordance with Nasdaq Baltic Member Rules and having access to GENIUM INET trading system are eligible to participate in the Auction (i.e. enter buy orders in Nasdaq trading system during the Subscription Period). The list of banks and investment firms which are Exchange Members is available on the website <a href="https://nasdaqbaltic.com/statistics/lt/members">https://nasdaqbaltic.com/statistics/lt/members</a> .
<b>Extraordinary Redemption Event</b>	<b>Early</b>	Any event as set forth in Section 4.2 <i>Information concerning the securities to be offered</i> of this Document.
<b>Final Maturity Date</b>		A final date on which the Bonds issued under this Document by way of all Tranches must be redeemed by the Issuer from the Investors, being 30 months from the Issue Date of the first Tranche of Bonds, in any case not earlier than the Senior Loan is repaid in full.
<b>Final Terms</b>		shall mean a document stipulating specific terms and conditions (including but not limited to the Subscription Period, Issue Date, Payment Date, Maximum Aggregate Nominal Value of the respective Tranche, Early Redemption Date, cumulative interest rate and other payable amounts on a Bond, Registrar, Trustee, etc.) of each respective Tranche of Bonds under this Document and in the form attached as Annex 1, to be announced by the Issuer before the Subscription Period and made available by the Issuer and Lead Manager. All Final Terms constitute an inseparable part of this Document.
<b>Financial Indebtedness</b>		Any indebtedness for or in respect of (i) moneys borrowed; (ii) any acceptance under any acceptance credit facility (including any dematerialised equivalent); (iii) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (iv) receivables sold or discounted (other than any receivables to the extent they are sold or discounted on a non-recourse basis); (v) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price; (vi) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (vii) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in items (i) to (vi) above.
<b>Group Companies or Group</b>		The Sole Shareholder and its subsidiaries where the Sole Shareholder indirectly or directly holds at least 10% shares or voting rights as provided in Section 3.3 <i>Group's structure</i> of this Document, whereas " <b>Group Company</b> " shall mean each of them separately.
<b>Interest Payment Date</b>		A date on which the interest (semi-annual) is paid to the Investors, i.e., 14 September 2024, 14 March 2025, 14 September 2025, 14 March 2026, 14 September 2026 or, if applicable, Early Redemption Date or Early Maturity Date.
<b>Intercompany Agreement</b>	<b>Loan</b>	Shall mean a loan agreement between the Issuer and Sole Shareholder dated 21 February 2024, based on which the proceeds from the Offering will be on-lent by the Issuer to the Sole Shareholder with the purpose to co-finance the Project, subordinated to the Senior Loan.
<b>Issue</b>		The aggregate of the Bonds issued under this Document by way of all Tranches. The main terms of the Issue have been approved by the Decision.
<b>Issue Date</b>		A Business Day in respect to the relevant Tranche, on which the Bonds of such Tranche are issued by the Issuer, registered with the Register, transferred to the Investor's Securities Account indicated in the Subscription Order (opened with the respective entity) and deposited there.
<b>Issue Price</b>		The price per Bond of the respective Tranche payable by an Investor on the Payment Date. Please note that the Issue Price of one Bond under the first Tranche will be equal to the Nominal Value of a Bond

	(i.e. EUR 1,000), however the Issue Price under any further Tranches may be either equal to the Nominal Value of a Bond or lower / higher than the Nominal Value of a Bond and the Issuer shall have the right to decide on the Issue Price in its sole discretion.
<b>Key Executives</b>	The CEO, CFO and COO of Releven.
<b>Land Plots</b>	2526/3095 parts of land plot of 3,095 sqm at Žiupronių st. 7, Vilnius (unique No 4400-5050-8144) and land plot of 2,035 sqm on Žiupronių st. 9, Vilnius (unique No 4400-5029-0269) on which the Project shall be developed, owned by the Sole Shareholder.
<b>Law on Companies</b>	The Law of the Republic of Lithuania on Companies of the Republic of Lithuania (as amended from time to time).
<b>Law on Protection of Interests of Bondholders</b>	The Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania (as amended from time to time).
<b>Lead Manager</b>	Akcinė bendrovė Šiaulių bankas, legal entity code 112025254, with its registered address at Tilžės str. 149, Šiauliai, the Republic of Lithuania.
<b>Management</b>	The Director of the Company and/or other Key Executives.
<b>Maximum Aggregate Nominal Value of the Issue</b>	The maximum aggregate Nominal Value of the Bonds to be issued under this Document which amounts to EUR 8,000,000.
<b>Maximum Aggregate Nominal Value of the Tranche</b>	The maximum aggregate Nominal Value of the respective Tranche to be offered under the respective Final Terms.
<b>Minimum Investment Amount</b>	A minimum investment amount for each Tranche will be indicated in the Final Terms only.
<b>Nasdaq CSD or Registrar</b>	Lithuanian branch of Nasdaq CSD SE ( <i>Societas Europea</i> ), the merged central securities depository of the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia, the clearing and settlement institution of these Baltic countries, legal entity code 304602060, registered address Konstitucijos ave. 29-1, Vilnius, the Republic of Lithuania.
<b>Nominal Value</b>	The stated value of a Bond, whereas on the Issue Date the Nominal Value is the value in which a Bond is denominated and following the repayment of principal of the Bonds, the Nominal Value is equal to the outstanding principal value of the Bond. The Nominal Value of a Bond is EUR 1,000.
<b>Offering</b>	The offering (primary distribution) of the Bonds pursuant to this Document. More information about the structure of the Offering is presented in Section 4.4. <i>Terms and conditions of the Offering</i> of this Document.
<b>Payment Date</b>	Shall mean a Business Day indicated in the relevant Final Terms, latest on which the payment of the Issue Price must be credited to the Settlement Account indicated in the Final Terms, or in case of an Auction, a Business Day on which the settlement for the Bonds is made by Nasdaq CSD and the Exchange Members on the investors' behalf in accordance with Auction Rules (i.e. Delivery Versus Payment method).
<b>Placement Agreement</b>	The agreement on placement services in connection with the Offering concluded between the Company and the Lead Manager on 26 January 2024.
<b>Project</b>	Development of the residential real estate project (Building Complex) Sanguškų parkas, located on the Land Plots undertaken by the Sole Shareholder, as described in the project memorandum of the Issuer dated 23 February 2024 (the <b>Project Memorandum</b> ).
<b>Prospectus Regulation</b>	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.
<b>Receivables</b>	Shall mean all claim rights of the Issuer arising out of or in connection with the Intercompany Loan Agreement.

<b>Record Date</b>	The third Business Day before the Interest Payment Date, Final Maturity Date, Early Redemption Date or Early Maturity Date, whichever is relevant.
<b>Redemption Price</b>	The amount payable by the Issuer to the Investors upon the regular redemption (i.e. on the Final Maturity Date) or early redemption (i.e. on the Early Redemption Date or Early Maturity Date) of the Bonds, calculated in accordance with this Document.
<b>Register</b>	The Lithuanian central securities depository operated by the Registrar.
<b>Related Parties</b>	As defined in the BAS, 20 <i>Related Party Disclosures</i> .
<b>Releven</b>	UAB Releven, company code 305669539, registered address Jogailos st. 4, Vilnius, the Republic of Lithuania.
<b>Secured Obligations</b>	Any and all present and future payment obligations and liabilities (whether actual or contingent or whether owed jointly and severally or in any other capacity) of the Issuer towards the Bondholders from time to time under the Issue.
<b>Securities Account</b>	An account for dematerialized securities opened in the name of the Investor with credit institution or investment brokerage firm which is licensed to provide such services within the territory of the Republic of Lithuania or Latvia, or Estonia, including without limitation the Lead Manager.
<b>Senior Loan</b>	A financing of up to EUR 20,000,000 to be provided by a credit institution operating in the Republic of Lithuania to the Issuer's Sole Shareholder for development of the Project under the Senior Loan Agreement, which will be secured, inter alia, by a mortgage over the Building Complex and Land Plots.
<b>Senior Loan Agreement</b>	A loan agreement concluded by a credit institution operating in the Republic of Lithuania and the Issuer's Sole Shareholder in respect to the Senior Loan dated 5 February 2024.
<b>Settlement Account</b>	A bank account of the Lead Manager which is designated to collect funds received from the Subscription and payment of the Bonds by the Investors.
<b>Sole Shareholder</b>	UTIISIB KŪB Subačiaus projektas, company code 304829421, registered address Jogailos st. 4, Vilnius, owning 100% of the authorized capital of the Company.
<b>Special Rules of Nasdaq</b>	Special Procedures Market Rules of Nasdaq approved by the decision of the Management Board of Nasdaq dated 3 December 2019 No. 19-80.
<b>Subscription Orders or Subscription</b>	Shall mean a document and/or instruction, which is submitted by the Investor to the Issuer, Lead Manager or respective licensed entity for Subscription of Bonds in the form as used by the Lead Manager for subscription of the Bonds that contains all information required under this Document and respective Final Terms. In respect to the Auction, if any, the Subscription Order shall mean a document and/or instruction, which is submitted by the investor to the Exchange Member for the Subscription of the Bonds in the form as used and approved by the Exchange Member and that contains all information required under the Auction Rules.
<b>Subscription Period</b>	The period during which the Investors will be allowed to submit the Subscription Orders for the subscription of the Bonds in accordance with the terms and conditions of this Document and the Final Terms.
<b>Subsidiaries</b>	Shall mean all entities where Issuer directly or indirectly holds at least 50% of shares or voting rights.
<b>Tranche</b>	Shall mean a portion of the Bonds of the Issue, issued under the respective Final Terms. Amount of each Tranche shall be determined by the Issuer and indicated in the respective Final Terms.
<b>Trustee</b>	UAB „AUDIFINA“, a private limited liability company established and existing under the laws of the Republic of Lithuania, legal entity code 125921757, registered address at A. Juozapavičiaus st. 6, Vilnius, e-

	mail <a href="mailto:info@audifina.lt">info@audifina.lt</a> , which is the representative of the Bondholders under the Agreement on Bondholders' Protection.
<b>Yield</b>	A return measure for an investment over a set period of time, expressed as a percentage and determined taking into account the credit risk of the Issuer, interest payment and redemption structure of the Bonds and considering current yields of alternative debt instruments present in the Lithuanian capital market. The Yield may vary from Tranche to Tranche and will be indicated in the relevant Final Terms.
<b>6M EURIBOR</b>	shall mean the variable part of the interest rate with reference to the 6-month Euro Interbank Offered Rate (EURIBOR) published by the European Money Markets Institute.

## II. RISK FACTORS

*The following is a disclosure of certain risk factors that may affect the Issuer's ability to fulfil its obligations under the Bonds. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the risks associated with the Bonds are described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to the Issuer or which it may not currently be able to anticipate.*

*Before deciding to purchase/subscribe the Bonds, the prospective Investors should carefully review and consider the following risk factors and other information contained in this Document. Should one or more of the risks described below materialise, this may have a material adverse effect on the business, prospects, equity, net assets, financial position and financial performance of the Issuer and/or the Group Companies. Moreover, if any of these risks occur, the market value of the Bonds and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Bonds may decrease, in which case the Bondholders could lose all or part of their investments. Additional risks and uncertainties, which are not currently known to the Issuer or which the Issuer currently believes are immaterial, could likewise impair the business operations of the Issuer and/or the Group Companies and have a material adverse effect on their cashflows, financial performance and financial condition. 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 cash flows, financial performance and financial condition of the Issuer and/or the Group Companies.*

This part provides information on the risk factors related to the Issuer and the offered Bonds. This information should not be considered as comprehensive description covering all possible aspects of risk factors related with the Issuer and the Bonds. The following risks might have adverse effect on the Issuer and on extreme circumstances might cause insolvency of the Issuer and breach in performing obligations arising under the Bonds.

### 2.1 Risk factors associated with the Issuer

#### 2.1.1. Financial risks

##### **Liquidity risk**

Liquidity risk is the risk that the Issuer is unable to maintain a sufficient reserve of cash and other liquid financial assets that can be used to meet its payment obligations as they fall due and to redeem the Bonds. The availability of liquidity for business activities and the ability to access long-term financing are necessary to enable the Issuer to meet its payment obligations in cash, whether scheduled or unscheduled. Although the Issuer and the Sole Shareholder monitor their liquidity position and follows procedures to manage liquidity risk, a reduction in the Sole Shareholder's and consequently in the Issuer's liquidity position could have a material adverse effect on the Issuer's business, financial condition, results of operations or prospects, as well as ability to redeem the Bonds at their maturity.

##### **Interest rate risk**

The operations of the Group/ Issuer are inherently exposed to interest rate risk. Considerable increases in interest rates (including EURIBOR) at which funding is available to the Group/Issuer may negatively impact the profitability of the Group. Interest rates are affected by numerous factors beyond the control of the Group Companies/Issuer, which may not be estimated adequately. Such factors include the changes in the overall economic environment, level of inflation, monetary policies of the central banks, etc. Further, the ongoing war in Ukraine may also further increase the inflationary pressure and market volatility and therefore also contribute to rising interest rate levels. Therefore, interest rate risk may have a material adverse effect on the Group's and Issuer's business, financial condition, and results of operations.

## **Inflation**

Lithuania and other European economies have faced an excessive inflation in year 2023. Though expected to subside in the upcoming years, in 2024 inflation still could be significantly higher than historic average levels. Relevant expenses of the Group, e. g., investment to equipment and workforce, are closely related to the general price level. Though historically the Group has successfully managed inflation related risks, growing inflation in the future may prevent the Group from changing the prices of its services respectively to preserve the existing profit margin or may lead to higher losses. Thus, the Group's expenditures would increase considerably due to inflation and the Issuer would have to cover its increased costs from internal resources, unless the Issuer manages to increase its prices. Thus, strong inflation may have a considerable adverse influence on the Issuer's financial situation and business results.

## **Construction cost risk**

Due to the current pressure on the global building materials supply chain and rising local labor costs, Project construction costs cannot be accurately planned. An unexpected increase in construction costs may reduce the overall profitability of the Building Complex and adversely affect the Issuer's ability to redeem the Bonds.

### 2.1.2. Business activities and industry risks

## **Real estate market risk**

In the course of the Sole Shareholder's business activities, the Sole Shareholder, upon development of the Building Complex, shall sell the premises of the developed Project. Potential negative development of Lithuanian real estate market could have a negative impact on both real estate market, sale prices and transaction volume. Such decreases in prices and volumes could have an adverse effect on the Sole Shareholder's financial position, could degrade the value and liquidity of the Building Complex and decrease the ability of the Sole Shareholder to repay the Intercompany Loan in time, and consequently on the Company's financial position.

## **Competition risks**

Real estate is a competitive industry. To maintain the attractiveness of its properties the Issuer has to react quickly to changes in the competitive environment. Possible responses to competitors' actions include upgrading properties with new features (for instance, smart technologies and environmental solutions), their refurbishment, rent discounts and greater promotion and marketing activities. These could result in unforeseen substantial expenses adversely affecting the Issuer's financial position and cash flows.

The Issuer's improper reaction to the actions of competitors or changes in the environment could decrease demand for the Issuer's (Group Companies') services and may impact profitability of the Issuer (Group) and result in worse financial performance of the Issuer (Group).

## **Success of investment projects**

The Group has implemented and may implement in the future investment projects of a large scope. Although the employees invoke all available information and analytical resources when planning investments, there is no guarantee, that all information on which the investments planned were based was true and exhaustive. Furthermore, there is no guarantee that the investment plans and the investments made will generate anticipated or planned return on investment; there is no guarantee that investment will not cost more than it was anticipated.

Failure of anticipated investment projects, where return on investment from these projects is lower than it was expected or prices of such investments are higher than it was planned, may have a significant adverse effect on the Company's and Group's activities, financial situation and business results.

## **Counterparty risk**

Counterparty risk is inherent to all business activities the Group is engaged in. Counterparty risk may result in financial losses (including, but not limited to, revenues not being received from customers, funds

deposited at banks, money not being received under the Group's commercial agreements, partners in long term projects failing to perform their obligations etc.) to the Group. Default of a Group counterparty may affect the completion of the Group's commenced investment projects, the quality of services provided by the Group or harm the Group's reputation. Although, the Group monitors and manages its counterparty risk, the occurrence of any of the mentioned counterparty risks may have an adverse impact on the Group's business and financial position.

### 2.1.3 Governance risks

#### **Management and human resources risk**

The Issuer's results largely depend on the Issuer's and Group's employees, including the Key Executives, and their decisions, and on the competence and experience of the team members.

The Issuer success and its ability to manage growth initiatives depend on qualified Key Executives and other employees having special expertise in the Issuer's and Group's operations, development, financing, operation and maintenance of investment and/or other projects. Given their expertise in the industry, their knowledge of the Issuer's and Group's business processes and their relationships with the business partners, the loss of one or more of these individuals could have a material adverse effect on the Issuer's (Group's) business, financial condition, results of operations or prospects.

Additionally, from time to time, the Key Executives and/or other employees with technical or industry expertise may leave the Issuer. The Issuer's failure to promptly appoint qualified and effective successors for such individuals or inability to effectively manage temporary gaps in expertise or other disruption created by such departures, could have a material adverse effect on the Issuer's business, financial condition, results of operations or prospects.

## 2.2 Risk factors associated with the Bonds

### 2.2.1 General Bonds' risks

#### **Inflation risk**

Inflation reduces the purchasing power of a Bond's future interest and principal. Inflation may lead to higher interest rates which could negatively affect the Bond price in the secondary market. In addition to that, at the time of this Document high inflation is viewed globally as one of the main macroeconomic factors posing significant risk to global economic growth and consequentially to the value of both equity and debt securities.

#### **Credit and default risk**

Bondholders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Bonds.

The worse the creditworthiness of the Issuer, the higher the risk of loss. A materialization of the credit risk may result in partial or total failure of the Issuer to make interest and/or redemption payments.

The Issuer is not guaranteeing that no default under this Document will occur until the Final Maturity Date, therefore the Investors shall independently assess the Issuer's creditworthiness before investing into the Bonds.

#### **Early redemption risk**

According to the terms of the Offering established in this Document, the Bonds may be redeemed prematurely on the initiative of the Issuer. If the early redemption right is exercised by the Issuer, the rate of return from an investment into the Bonds may be lower than initially anticipated by the Investor. Moreover, there is no guarantee by the Issuer that Extraordinary Early Redemption Event will not occur, therefore in case of the occurrence of the Extraordinary Early Redemption Event the Bonds will have to be redeemed by the Issuer in accordance with the procedure established in this Document and the rate of return from an investment into the Bonds may be lower than initially anticipated by the Investor.

## **Refinancing risk**

The Issuer may be required to refinance certain or all of its outstanding debt, including the Bonds. The Issuer's ability to successfully refinance its debt is dependent on the conditions of the debt capital markets and its financial condition at such time. Even if the debt capital markets improve, the Issuer's access to financing sources at a particular time may not be available on favourable terms, or at all. The Issuer's inability to refinance its debt obligations on favourable terms, or at all, could have a negative impact on the Issuer's operations, financial condition, earnings and on the Bondholders' recovery under the Bonds.

## **Risk of insufficient value of the Collateral**

The Bonds will be secured by a second ranking mortgage. Apart from the Collateral established for the benefit of the Bondholders during the Offering, there will be no other securities of third parties securing the Bonds. The Collateral will consist of real estate currently developed and constructed by the Sole Shareholder and/or relevant Group Companies. The value of the Collateral will directly depend on the construction progress of a particular real estate that has been mortgaged to secure the Secured Obligations. Therefore, in case of the Group's default before the end of construction stage, the value of the Collaterals could be not high sufficient to cover the Issuer's obligations to the Bondholders, since the Senior Loan has to be repaid first. In addition to that, in case of negative development of Lithuanian real estate market and resulting significant drop in the value of the Collateral even after completion of the construction stage, the value of Collateral could be not high enough that all claims of the Bondholders could be satisfied, especially bearing in mind, that the collateral will be second ranking one. Moreover, the Investors shall consider that in case of enforcement of the relevant Collateral, the proceeds from the enforcement of the relevant Collateral (if anything is left after Senior Loan is repaid in full) as a first priority will be applied for 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 Collateral by the Trustee, and only the amount of the remaining proceeds will be applied for payment of the claims of the Bondholders (other than the Related Parties) arising from the Bonds.

### 2.2.2. Offering related risks

#### **Liquidity, listing and inactive secondary market risk**

The Bonds constitute a new issue of securities by the Issuer. There is no public market for the Bonds and other securities of the Issuer. The Bondholders might bear a loss due to not being able to sell the Bond or having to sell them at an unfavorable price.

#### **Bonds may not be appropriate to some Investors**

The Bonds may be not an appropriate investment to some investors. Each potential investor into the Bonds should assess appropriateness of the investment taking into account all relevant personal circumstances, reserve of sufficient financial resources and liquidity to bear all the risks of investing in the Bonds or holding the Bonds to maturity, including losing all or a substantial amount of the capital invested. In particular, each potential investor should: (i) 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 Prospectus or any applicable supplement; (ii) 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; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the potential investor's currency; (iv) understand thoroughly the terms of the Bonds and be familiar with the behavior of any relevant indices and financial markets; and (v) 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. The potential investor shall be aware, that the Issuer itself is not obliged and will not carry out the assessment, whether the Bonds are a suitable financial product for the investor (although such assessments will be performed by the Lead Manager/Exchange Members, in any case such assessment(s) may have a different scope and produce a different result), therefore subscription of the Bonds through the Issuer directly may lead to the fact that lack of knowledge or assessment of the appropriateness by the investor itself will lead into not appropriate investment.

### **Cancellation of the Offering**

This Offering is subject to the sole discretion of the Issuer. The Issuer reserves the right to cancel the Offering of any Tranche carried out under the respective Final Terms at any time prior to the Issue Date of that Tranche, for any reason, and without any permissions of the investors and/or Trustee. Prospective investors should be aware that the decision to cancel the Offering of any Tranche conducted under the respective Final Terms may be influenced by various factors, including market conditions, regulatory considerations, or other unforeseen circumstances. In the event of the cancellation of the Offering of a particular Tranche, placed Subscription Orders will be disregarded, and any payments made in respect of the submitted Subscription Orders will be returned without interest or any other compensation to the investors. Moreover, if the Offering of a Tranche is cancelled, the Issuer shall not be liable for any costs, damages, or losses incurred by prospective investors, including but not limited to expenses related to due diligence, legal, or other professional fees.

## III. INFORMATION ABOUT THE ISSUER

### 3.1 Registration data of the Issuer

Legal name of the Issuer	UAB "Sanguškų parkas"
Legal form of the Issuer	Private limited liability company
Registration address	Jogailos st. 4, Vilnius
Country of registration	Republic of Lithuania
Legal entity code	306655663
Legislation under which the Issuer operates	Law on Companies, Civil Code and other relevant laws of the Republic of Lithuania
Date of incorporation of the Issuer	5 January 2024
Telephone number	+370 5 266 1266
E-mail	info@zabolis.com
Internet address	https://www.zabolis.com/asset-management

### 3.2 Authorised capital of the Issuer

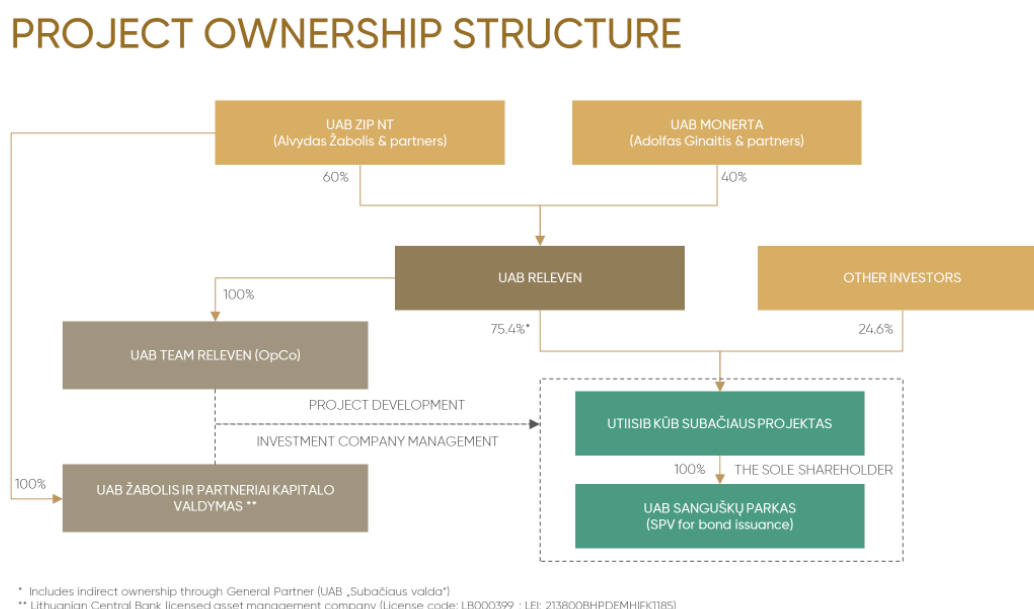
On the day of this Document the authorised capital of the Company is EUR 5,000 and is divided into 5,000 ordinary registered shares with the nominal value of EUR 1 each. All the shares issued by the Company are fully paid.

All the shares (100%) belong to the Sole Shareholder.

There are no other securities, issued by the Company as at the date hereof.

### 3.3 Group's structure

The Group's structure is presented below:



On the date of this Document the Issuer has no Subsidiaries.

### 3.4 Management and Sole Shareholder

The Issuer has no Supervisory Board or Management Board, and its Director is Žydrūnas Lukauskas. Other Key Executives are also presented under this Section.

### **Žydrūnas Lukauskas (Director of the Company)**

20+ years banking experience in the Baltics. Previously held a position as one of the heads of the Credit Division at AB SEB bank, serving as an integral member of credit committees responsible for overseeing a €6bn loan portfolio, including origination and risk management. Actively contributed to the development of policies and practices related to financing and credit risks.

### **Saulius Merkys (CEO of Releven)**

20+ years experience in real estate development and management, private equity, and mergers & acquisitions. Developed +200k sqm of properties in Vilnius and Kaunas, including Mega Shopping Centre. Co-founded Zabolis Partners in 2002.

### **Viktoras Zubrecovas (COO of Releven)**

15+ years experience in real estate development management. Developed +100k sqm of properties in Vilnius and Klaipėda, including 60k sqm 'Bures' in Vilnius Central Business District.

### **Šarūnas Anilionis (CFA, CIO of Releven)**

15+ years experience in real estate, energy sector, and corporate banking. CFA charterholder. Oversaw issue of the debut €300m Eurobonds of Akropolis group, the first real estate Eurobond transaction from the Baltic region.

### **The Sole Shareholder**

The Sole Shareholder is closed-ended investment undertaking for informed investors, established in a form of limited partnership (in Lithuanian *komanditinė ūkinė bendrija*), collective investment undertaking's code I175, registered by the Director of the Supervision Service of the Bank of Lithuania on 7 February 2023, managed by the management company UAB "Žabolis ir partneriai kapitalo valdymas", company code 303243779, registered address Jogailos st. 4, Vilnius, the Republic of Lithuania. The operational term of the Sole Shareholder - 7 February 2027, with the possibility to prolong the operation of the Sole Shareholder for additional 2 years. The purpose of establishment of the Sole Shareholder development and sale of the Building Complex. No other investments are allowed under the corporate documents of the Sole Shareholder.

The Sole Shareholder is supervised by the Bank of Lithuania, it's depository being AB Swedbank. The payment waterfall allowed under the agreement with depository – the repayment of existing debts to the creditors of the Sole Shareholder and only after settlement of all debts – the return of investments and sharing of proceeds with its participants and investors. The depository supervises and checks/confirms all payments to be made from the Sole Shareholder to third parties, ensuring the compliance with the corporate documents of the Sole Shareholder.

The Sole Shareholder operates under the provisions of the Law on Collective Investment Undertakings of the Republic of Lithuania and the net asset value is calculated according to the methodology approved by the management company in compliance with the methodology for calculating the net asset value approved by the Board of the Bank of Lithuania.

The Company is not aware of any potential conflict of interests between any duties to the Company of the Key Executives.

### **Conflicts of interest**

The director of the Company is also a director of the management company UAB "Žabolis ir partneriai kapitalo valdymas", therefore, formally may act favour of the interests of the management company rather than those of the Company. However, such conflicting interests are monitored and controlled under the measures provided in legal acts of the Republic of Lithuania and/or internal procedures implemented in the Company and management company. Apart from the above, the Company is not aware of any potential conflict of interests between the Company and other Key Executives of the Company.

### 3.5 Group's activity description

The Sole Shareholder has been established with the purpose of developing the Project. In order to raise financing for the Project through the Offering of Bonds, the Sole Shareholder has established the Issuer, nevertheless the Project will stay in the ownership and under the development of the Sole Shareholder.

#### **Business overview**

The main and sole business activity of the Sole Shareholder is the development of the Project. The construction permit for the Project was received on the 22 December 2023. Currently, the Sole Shareholder is in the process of selecting a general contractor. The competing offers have been submitted by four well-regarded companies. Construction of the Building Complex is scheduled to commence in the first half of 2024, with completion expected within 24 months, in the first half of 2026.

The Sole Shareholder signed a financing agreement (Senior Loan Agreement) with the senior creditor Bigbank AS, company code 301048563, on 5 February 2024. It is one of the most active banks providing senior development phase financing in the Baltic countries. By signing the Senior Loan Agreement Bigbank AS, company code 301048563, has made a commitment to disburse to the Sole Shareholder a loan of up to EUR 20M. The loan provided by the Issuer under the Intercompany Loan Agreement (as all other loans received by the Sole Shareholder) shall be subordinated and rank below the Senior Loan, allowing the interest payments to be made under the Intercompany Loan Agreement only. Building Complex and Land Plots will be mortgaged to the bank shortly before disbursement of the Senior Loan, the bank having a higher-ranking security over the Building Complex and Land Plots when compared to the Bondholders.

Pre-sales of the Project started in November 2023. As of February 20, 2024, the Sole Shareholder has pre-sold 818 square meters (12.46% of the total sellable area) of the Building Complex.

### 3.6 Project's description

The Building Complex is being developed on the Land Plots, located in the Old Town of Vilnius, the capital of Lithuania. It is projected that the buildings will have a total area of 12,050 sqm out of which 7,064 sqm will be above ground and 4,987 sqm will be underground. Net sales area will be 6,565 sqm comprising of 79 units, while the parking area below ground will offer buyers 91 parking spaces and 46 storage units.

The spacious apartments of the Project will offer ample living areas and large windows showcasing panoramic views of Vilnius Old Town and its church spires. Enhancing the living experience, residents will have access to a dedicated concierge service, providing personalized assistance. The building's clinker facade will further enhance its architectural appeal, combining elegance and durability. Design of the Project was created by HEIMA architects.

The project also includes two adjacent green spaces, with one undergoing development by the company to serve as a public area. Combining high-end solutions and a commitment to community, this development follows the highest standards for modern living.

The Project is located in Vilnius Old Town, a UNESCO-protected heritage site. Due to its historical significance, the new development is heavily regulated, and obtaining a construction permit is a key milestone in the process. As supply is limited, there is a high demand for premium residential properties in the exceptional location of Old Town. Also, having one of the last land plots of such size in Old Town enables the emergence of supporting infrastructure (courtyards, green zones, protection of territory).

### 3.7 Historical financial information

Since the Company is established in the first quarter of the year 2024, no historical financial information is available and therefore no historical financial information will be presented.

### 3.8 Capitalisation of the Company

The Issuer is of the opinion that its working capital will be sufficient to satisfy the existing claims of the Issuer's creditors. If needed, the Sole Shareholder shall provide necessary capital injections as regulated by the law.

### 3.9 Profit forecasts or estimates

The Issuer has decided not to include the profit forecasts or estimates in this Document.

### 3.10 Legal and arbitration proceedings

The Company is not involved in any 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.

## IV. DESCRIPTION OF BONDS OFFERING AND ADMISSION

### 4.1 Grounds and reasons for the Offering and use of proceeds

This Document is designated to Offering of the Bonds of the Company in the amount of up to EUR 8,000,000.

The Bonds are issued based on the Decision of the Sole Shareholder dated 19 February 2024.

The Issuer intends to attract debt financing up to EUR 8,000,000 under this Document by issuing the Bonds in Tranches for the following purposes:

- (i) On-lending the proceeds from the Offering to the Sole Shareholder for the development of the Project;
- (ii) to finance the working capital of the Issuer.

### 4.2 Information concerning the securities to be offered

The following table presents the main information related to the Bonds of the Company to be offered:

<b>Securities to be offered</b>	Up to 8,000 Bonds with a Nominal Value of EUR 1,000 each (with EUR 8,000,000 Maximum Aggregate Nominal Value of the Offering).
<b>Type of securities</b>	Secured non-convertible bonds of the Company – debt bonds with a fixed-term, non-equity (debt) securities under which the Company shall become the debtor of the Bondholders and shall assume obligations for the benefit of the Bondholders. The Bonds may not be converted into ordinary shares or other instruments of ownership of the Issuer.
<b>Security name</b>	EUR 6-7% + 6M EURIBOR UAB SANGUŠKŲ PARKAS BOND 24-2026
<b>ISIN</b>	LT0000408759
<b>Total number of Bonds</b>	Up to 8,000
<b>Maximum Aggregate Nominal Value of the Offering</b>	Up to 8,000,000
<b>Nominal Value per Bond</b>	EUR 1,000
<b>Currency</b>	The Bonds shall be denominated in EUR. All payments to the Investors by the Issuer in connection with the Bonds shall be made in EUR.
<b>Method of Issue</b>	The Bonds will be issued in Tranches under the same ISIN code. Each Tranche will be issued on different Issue Dates. The Bonds of each Tranche will all be subject to identical terms as provided in the Terms and Conditions, except that the Final Terms of different Tranches may (or will) establish different Issue Dates, Issue Prices, Yield.
<b>Legislation under which the Bonds are issued</b>	<p>The Civil Code of the Republic of Lithuania, the Law on Companies, the Law on Securities and other related legal acts. All the relations of the Company and the Investors in connection with the Bonds shall be determined in accordance with the laws of the Republic of Lithuania, including without limitation, the Law on Companies and the Law on Protection of Interests of Bondholders.</p> <p>Any disputes, relating to or arising in relation to the Bonds shall be finally settled by the competent courts of the Republic of Lithuania granted with exclusive jurisdiction to settle and/or determine any dispute, controversy, or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Document or the Bonds.</p>
<b>Form of Bonds</b>	The Bonds shall be issued in dematerialized form and book-entered with Nasdaq CSD. 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. Principal and interest

	accrued will be credited to the Bondholders' Securities Accounts through Nasdaq CSD.
<b>Credit ratings assigned to the Issuer or the Bonds and status thereof</b>	<p>Neither the Issuer nor the Bonds shall be assigned with the credit ratings as a result of the Offering.</p> <p>The Bonds together with interest thereon shall constitute junior secured obligations of the Issuer and shall rank <i>pari passu</i> and without any preference among themselves. The payment obligations of the Issuer under such Bonds together with interest thereon, in as much as such payment obligations have not been settled in due time and from the value of the established Collateral (if anything is left after Senior Loan is repaid in full), shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness of the Issuer.</p>
<b>Offering</b>	<p>The Lead Manager shall offer the Bonds to the Investors under the terms and conditions provided this Document and the Final Terms.</p> <p>The Issuer together with the Lead Manager in their discretion shall decide what amount of the Issue shall be offered in each of the respective Tranche (i.e. Maximum Aggregate Nominal Value of the Tranche) and the Maximum Aggregate Nominal Value of the Tranche will be indicated in the Final Terms.</p>
<b>Collateral</b>	<p>The Bonds shall be secured. The Collateral will be granted by the Issuer and/or the Sole Shareholder to secure the Secured Obligations.</p> <ul style="list-style-type: none"> <li>(i) (conditional) mortgage agreement creating a first ranking mortgage over the Building Complex and Land Plots concluded by the Trustee, the Issuer and the Sole Shareholder to be transformed into second ranking security shortly before disbursement of the Senior Loan, and</li> <li>(ii) pledge agreement creating a first ranking pledge over Receivables concluded by the Trustee and the Issuer,</li> <li>(iii) pledge agreement creating a first ranking pledge over the Bank Account concluded by the Trustee and the Issuer</li> </ul> <p>all created to secure the Secured Obligations for the benefit of the Bondholders.</p>
<b>Interest rate and Interest Payment Dates</b>	<p>The Issuer shall pay interest on the Nominal Value of a Bond equal to 6-7% (fixed part of the interest) + 6M EURIBOR (variable part of the interest) on the Interest Payment Dates (semi-annual interest).</p> <p>Interest Payment Dates are 14 September 2024, 14 March 2025, 14 September 2025, 14 March 2026, Final Maturity Date, or, if applicable, Early Redemption Date or the Early Maturity Date.</p> <p>Variable part of the interest rate – 6M EURIBOR – for the first time shall be indicated in the Final Terms of the first Tranche and shall apply from the respective Issue Date until the next Interest Payment Date (excluding), or, if applicable, Early Maturity Date or Early Redemption Date. 6M EURIBOR shall be determined for the first time using the 6M EURIBOR rate for the date which falls 3 (three) Business Days before the start of the Subscription period of the first Tranche. The Final Terms of each subsequent Tranche will indicate applicable 6M EURIBOR, as determined under the same rules.</p> <p>The new 6M EURIBOR rate for the next interest period shall apply from the last Interest Payment Date (including) until the next Interest Payment Date (excluding), or, if applicable, the Final Maturity Date, the Early Redemption Date or the Early Maturity Date. It shall be determined using the 6M EURIBOR rate for the date which falls 3 (three) Business Days before the relevant Interest Payment Date, on which the previously</p>

	<p>applicable 6M EURIBOR is to be reset. The cumulative interest rate for the relevant interest period will be determined by the Lead Manager, adding to the fixed interest rate of 6-7 % the value of the 6M EURIBOR rate (rounded where necessary correct to two decimal places).</p> <p>Cumulative interest rate (fixed and variable parts of the interest rate) applicable for the relevant interest period will be indicated in the Final Terms of the respective Tranche, however, each Bondholder shall have the right to request the Issuer (by email <a href="mailto:investor@zabolis.com">investor@zabolis.com</a>) or the Lead Manager by email <a href="mailto:platinimai@sb.lt">platinimai@sb.lt</a>) to clarify the cumulative interest rate (fixed and variable parts of the interest rate) applicable for the relevant interest period.</p> <p>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. The first interest period commences on the Issue Date and ends on the first Interest Payment Date (excluding) indicated in this Document. Each consecutive interest period begins on the previous Interest Payment Date (inclusive) and ends on the following Interest Payment Date (excluding). The last interest period ends on the Final Maturity Date (inclusive) or on the relevant Early Redemption Date (inclusive), or Early Maturity Date (inclusive), if any.</p> <p>The Issuer shall ensure transfer of the interest payments to the accounts of those Investors who according to the Register information on the Record Date hold the Bonds. Interest payment shall be carried out through the Register by the Registrar.</p> <p>Accrued interest in respect of the Bonds will be calculated on the basis of a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days, i.e. a day count convention 30/360E shall be used.</p> <p>The interest payment on all Interest Payment Dates is determined according to the Day Count convention 30/360 ("European 30/360), i.e. accrued Interest is calculated presuming there are 360 days in one year (European 30/360). Accrued interest between Interest Payment Dates shall be calculated as follows:</p> <p><math>AI = F * C / 360 * D</math>, where:  AI – accrued interest for one Bond;  F – Nominal Amount of one Bond;  C – annual interest rate (%);  D – the amount of days from the beginning of the interest accrual period to the next Interest Payment Date according to European 30/360 day count convention.</p> <p>Accrued interest per one Bond will be rounded to two decimal places.</p> <p>Should any Interest Payment Date fall on a date which is not a Business Day, the payment of the interest due will be postponed to the next Business Day. The postponement of the payment date shall not have an impact on the amount payable.</p>
<b>Issue Date of the Bonds</b>	The Issue Date of each Tranche of Bonds will be indicated in the Final Terms.
<b>Final Maturity Date and principal payment</b>	<p>Final Maturity Date is 30 months after the Issue Date of the first Tranche, i.e. 14 September 2026, in any case not earlier than the full repayment of the Senior Loan.</p> <p>The term for provision of the requests/applications to redeem the Bonds shall not be applicable, as upon the Final Maturity Date, the Nominal Value thereof with the cumulative interest accrued (i.e the Redemption</p>

	<p>Price) shall be transferred to the Bondholders through the Register by the Registrar.</p> <p>If the Final Maturity Date is not a Business Day, the Issuer shall make redemption payment through the Register on the first following Business Day observing the terms and conditions stated in this clause. The postponement of the payment date shall not have an impact on the amount payable.</p> <p>Following the completion of the Redemption Price payments to the Bondholders through the Register (disregarding the fact, whether the Bondholder accepts the transferred funds), the Bonds shall be considered redeemed to the relevant extent and the Bonds shall be deregistered from the Register.</p> <p>The Redemption Price shall be paid to the Bondholders, who according to the Register's information, on the Record Date hold the Bonds.</p> <p>If the mentioned amounts are not transferred to the Bondholders, the Bondholders shall have a right to claim for redemption of the Bonds within 3 (three) years after the Final Maturity Date, or in case of an early redemption after the Early Redemption Date or Early Maturity Date. If the Bondholder does not claim for the redemption of the Bonds within the 3 (three) years term, the Bondholder shall be deprived from a right of claim for redemption.</p>
<b>Redemption Price of the Bond</b>	<p>The Bonds shall be redeemed, i.e., the Redemption Price shall be paid to the Bondholders on the Final Maturity Date or, if applicable, on the Early Redemption Date or Early Maturity Date.</p> <p>The Redemption Price paid to the Bondholder on the Final Maturity Date, or if applicable, on the Early Redemption Date or Early Maturity Date, equals the full outstanding principal (i.e., the Nominal Value) together with the unpaid interest accrued up to the relevant date, plus premium, if applicable due to an early redemption at the option of the Issuer.</p>
<b>Early optional redemption of the Bonds by the Issuer</b>	<p>The Bonds shall be fully or partially redeemable at the option of the Issuer prior to their maturity (but only after the Senior Loan is repaid in full) on the following conditions:</p> <ul style="list-style-type: none"> <li>(i) early redemption may occur at the sole discretion of the Issuer on the Early Redemption Date which might occur only after 6 (six) months following the Issue Date, designated in a 30 (thirty) day prior written notice to the Bondholders and the Trustee;</li> <li>(ii) on the Early Redemption Date, the Issuer shall pay to the Bondholders full Nominal Value of the Bonds together with the unpaid interest accrued up to the relevant Early Redemption Date (inclusive) and premium equal to: <ul style="list-style-type: none"> <li>a. 1% when early redemption occurs on 14 September 2024 or anytime before 14 March 2025;</li> <li>b. 0,5% when early redemption occurs on 15 March 2025 or anytime before 14 March 2026;</li> <li>c. 0% when early redemption occurs on or after 15 March 2026.</li> </ul> </li> </ul> <p>Premium and interest shall be calculated from the amount of the Nominal Value of the Bonds early redeemable from the respective Bondholder.</p>
<b>No early redemption of Bonds under the request of the Bondholders</b>	<p>Except upon occurrence of an Extraordinary Early Redemption Event (as described in Section. 4.2 of this Document below), there are no other cases where the Bondholders have a right to demand redemption of the Bonds prior the Final Maturity Date.</p>
<b>Transfer restrictions</b>	<p>There are no restrictions on transfer of Bonds as they are described in the applicable Lithuanian laws. However, the Bonds cannot be offered, sold, resold, transferred or delivered in such countries or jurisdictions or</p>

	<p>otherwise in such circumstances in which it would be unlawful or require measures other than those required under Lithuanian laws, including, without limitation, in the U.S. It is the Bondholder's obligation to ensure that the offers and sales of Bonds comply with all applicable securities laws. For more information on this issue please see Section 1.2 <i>Notice to Prospective Investors and Selling Restrictions</i>.</p>
<b>Taxation</b>	<p>All payments to be made in connection with the Bonds shall be calculated and paid taking into account any taxes and other deductions mandatory under applicable law. In case withholding or deduction of the applicable taxes is required under applicable law, 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 amounts so required to be withheld or deducted. The Issuer will not be obliged to make any additional compensation to the Bondholders in respect of such withholding or deduction.</p> <p>Each prospective Investor who is a natural person and who is Lithuanian tax resident shall consider that if the Issue Price of a Bond under the relevant Tranche is higher than the Nominal Value of a Bond, the Nominal Value received after the Bond is redeemed by the Issuer should not be treated as income of the natural person. However, for personal income tax purposes, the difference between the Issue Price and the Nominal Value, i.e., loss, will not reduce the interest received or any other taxable income of the natural person.</p>
<b>Estimated expenses charged to the Investor</b>	<p>No expenses or taxes will be charged to the Investors by the Issuer in respect to the Offering. However, the Investors may be obliged to cover expenses which are related to the opening of the Securities Accounts with credit institutions or investment firms, as well as commissions which are charged by the credit institutions or investment firms in relation to the execution of the Investor's purchase or selling orders of the Bonds, the holding of the Bonds or any other operations in relation to the Bonds. The Issuer will not compensate the Bondholders for any such expenses.</p>
<b>Jurisdiction</b>	<p>The disputes related to this Document, Final Terms or the Bonds shall be resolved through negotiations. If the parties fail to reach an agreement, the claim for resolving the dispute shall be submitted to the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration which is granted with exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Document, Final Terms or the Bonds. All procedural documents shall be served via parties' e-mails indicated in this Document or Subscription Order. The number of arbitrators shall be three. The place of arbitration shall be Vilnius. The language of arbitration shall be English.</p>
<b>Subordination</b>	<p>The Bonds will rank below the Senior Loan (shortly before disbursement of the Senior Loan), and will be secured with a lower ranking Collateral. The repayment of the loan provided by the Issuer to the Sole Shareholder under the Intercompany Loan Agreement as well as full or partial redemption of Bonds will be subordinated and rank below the Senior Loan (allowing interest payments under both financial instruments), except in situations where a written consent to make repayments/redemptions has been received from the senior creditor.</p>
<b>Admission to trading</b>	<p>The Issuer does not intend to apply for admission of the Bonds to trading on regulated markets or any other market.</p>

## Interest of natural and legal persons involved in the Offering

Save for commissions to be paid to the Lead Manager, so far as the Issuer is aware, no person involved in the Offering of the Bonds has an interest material to the Issue/Offering, nor any conflicting interests.

## Covenants of the Issuer

- (i) **Negative borrowing.** The Issuer shall not assume any Financial Indebtedness. The respective restriction does not apply to the Issuer in the following cases:
  - (a) Financial Indebtedness not exceeding EUR 50,000 in aggregate during the year; or
  - (b) non-interest-bearing Financial Indebtedness incurred in the ordinary course of business of the Issuer; or
  - (c) fully subordinated debt, from the direct and indirect shareholders of the Issuer and/or Related Parties, including Subscription of the Bonds under this Document by the Related Parties; or
  - (d) financing provided to the Issuer by a third party to fund redemption of the Bonds (i.e. refinancing of the Bonds).
- (ii) **Corporate status.** Until full redemption of the Bonds the Issuer shall not change its legal form or jurisdiction of incorporation.
- (iii) **Change of control.** Until full redemption of the Bonds the Issuer undertakes to ensure that no change of control shall occur as defined further. A change of control shall be deemed occurred if the existing Sole Shareholder of the Issuer as of the date of this Document ceases to own more than 50% of the ordinary issued shares and voting rights of the Issuer or may not exercise the control of the Issuer due to other legal restrictions.
- (iv) **Dividends.** Until full redemption of the Bonds no dividends shall be paid by the Issuer to its Sole Shareholder.
- (v) **Negative pledge/negative mortgage.** Until full redemption of the Bonds the Issuer shall not pledge/mortgage or otherwise encumber its assets, except for the pledges/mortgages to be granted under this Document in favour of the Bondholders and/or in order to secure the obligations of the Sole Shareholder under the Senior Loan.
- (vi) **Pledge over the Collateral.** The Issuer undertakes to ensure that on the Issue Date of the first Tranche of Bonds the Collateral Agreement(s) are effective and registered with the respective public register of the Republic of Lithuania.
- (vii) **Bank Account.** The Issuer undertakes to use the amount standing to the credit on the Bank Account for the following payments and/or receive the following payments from third parties to the Bank Account:
  - (a) payments to the Sole Shareholder's bank account after the Issue of Bonds and upon receipt of disbursement request under the Intercompany Loan Agreement;
  - (b) reimbursement to the Investors if the Issue of Bonds has been suspended, cancelled or postponed, if the funds have been transferred by the Lead Manager from the Settlement Account; or
  - (c) reimbursement to the Investors who were not allotted with the Bonds in full or partially, if the funds have been transferred by the Lead Manager from the Settlement Account;
  - (d) payment of interest to the Bondholders for the Bonds issued under this Document;
  - (e) any payments from the Sole Shareholder under the Intercompany Loan Agreement;
  - (f) redemption of Bonds.

The Issuer undertakes not to open any payment account(s) other than the Bank Account until full redemption of the Bonds as prescribed in this Document. For the avoidance of doubt, the Bank Account is operational account of the Issuer, therefore the Issuer is permitted to use the Bank Account in its ordinary course of business and for other payments than indicated above.

- (viii) **Cross-default reporting.** The Issuer undertakes to notify the Trustee not later than within 3 (three) Business Days upon becoming aware of event of default under the Intercompany Loan Agreement.
- (ix) **Reporting obligations.** The Issuer undertakes until full redemption of the Bonds to provide to the Trustee (which shall provide information to the Investors upon their request):
  - (a) annual unaudited financial statements of the Issuer – within 6 (six) months after the end of the reporting year;
  - (b) unaudited semi-annual balance sheet and income statement of the Issuer – within 75 (seventy-five) calendar days after the end of reporting period of 6 (six) months.;
  - (c) reporting information on the covenants of the Sole Shareholder under the Intercompany Loan Agreement – within 10 calendar days after receipt of such information;
  - (d) the Issuer's confirmation of compliance with the Issuer's covenants provided for in this Document – with each set of reporting information.

In case the Trustee from other reliable sources receives information that the Issuer's financial situation has deteriorated materially when compared to the latest available financial statements of the Issuer, the Trustee by sending a grounded written request to the Issuer may request the copies of the documents listed in above before the end of the reporting period and the Issuer has an obligation to provide the Trustee with written explanation of the situation as well as requested documents within 30 (thirty) calendar days from the receipt of the respective Trustee's request.

### **Covenants of the Sole Shareholder**

The Issuer covenants in favour of the Bondholders' that the Intercompany Loan Agreement provides the following covenants of the Sole Shareholder to the Issuer:

- (x) **Negative pledge.** Until full repayment of the loan provided under the Intercompany Loan Agreement the Sole Shareholder shall ensure that it will not create or permit to subsist any Security over the Building Complex and Land Plots, except for the Security securing the Senior Loan or Security that might be needed and that is required by third parties for the purpose to dispose of the infrastructure and/or suprastructure related to or needed for the Project.
- (xi) **Disposal of the Building Complex.** Until full redemption of the Bonds the Sole Shareholder shall not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily dispose and or/transfer the ownership of the Building Complex and Land plots to any third person nor conclude any agreements for such transfer of ownership, except that:
  - (a) It has the right to conclude constructions' or other relevant services' agreements with third persons, provided that such agreements are concluded on terms and conditions that enable to complete the Project;
  - (b) it has the right to sell the premises forming the part of the Building Complex (and Land Plots) and the Project subject to repayment of the Senior Loan (first priority) and full or partial repayment of loan under the Intercompany Loan Agreement, to be used as the Redemption Price to the Bondholders for the Bonds to be early redeemed, but only after the Senior Loan is repaid in full;
  - (c) it has the right to sell the Project as a whole subject to full repayment of Senior Loan and full repayment of loan under the Intercompany Loan Agreement.
- (xii) **LTC ratio.** The Sole Shareholder undertakes to ensure that until full redemption of the Bonds the Sole Shareholder's LTC ratio (calculated using the data related to the Project only) does not exceed 70 %. The LTC shall be calculated based on the following formula:

$$\text{LTC} = \frac{\text{Debt}}{\text{Costs of the Project}} \times 100\%$$

**LTC** shall mean loan to cost ratio.

**Debt** – shall mean a total amount of outstanding Bonds (Nominal Value of Bonds) and other external loans for the development of the Project, including the disbursed Senior Loan (once disbursed) on the day when the LTC ratio is being calculated, less the amounts in the bank accounts (if any) and excluding all subordinated debt instruments.

**Costs of the Project** shall mean (without double-counting) expenditure by the Sole Shareholder/Group in carrying out the Project, including each of the following:

- (a) Independent Project valuation dated 31 December 2023 in the amount of EUR 12,190,000;
- (b) all sums paid under the design, construction and other contracts with respect to the development of the Project after 1 January 2024;
- (c) the aggregate of the invoices issued to the Sole Shareholder/Group for other costs such as legal, accounting, notarial, project management, brokerage, marketing and other professional fees, costs and expenses (including the costs of registries and any related taxes) incurred by the Sole Shareholder/Group in connection with the Project;
- (d) operating costs, including but not limited to administrative, management and employee costs and similar book-keeping entries and other costs with respect to the Project after 1 January 2024;
- (e) the premium paid in respect of the insurances (other than insurances to be effected and paid for by any construction contractor) after 1 January 2024;
- (f) debt financing costs which become due and payable with respect to the Project.

Costs of the Project shall not include VAT.

- (xiii) **Negative pay-outs.** To adopt or propose to adopt decisions to pay-out dividends, royalties, repay subordinated loans (except for the loan under Intercompany Loan Agreement), to purchase the Group companies' own shares, otherwise pay out a portion of the Group companies' profit/assets to the Sole Shareholder's participants/investors, provide support, etc. until the Bonds issued under this Document have been fully redeemed.
- (xiv) **Bank Account.** The Sole Shareholder undertakes to pay any amounts payable under the Intercompany Loan Agreement to the Issuer only to the Bank Account.
- (xv) **Reporting obligations.** The Sole Shareholder shall provide the Issuer with a copy of its:
  - (a) annual audited financial statements – within 6 (six) months after the end of the reporting year;
  - (b) unaudited semi-annual balance sheet and income statement – within 75 (seventy-five) calendar days after the end of reporting period of 6 (six) months;
  - (c) semi-annual report on performance of the LTC ratio signed by the authorised representative of the Sole Shareholder together with the report on total amount of the Costs of the Project incurred till date of the respective report, and reconciliation of such costs against the construction budget set forth in the Project Memorandum dated 23 February 2024 as well as the information about the sales of the premises in the Project (quantities and average pricing) – within 75 (seventy five) calendar days after the end of each calendar quarter.

In case the Issuer upon being requested by the Trustee requires additional documents evidencing the Costs of the Project, the Sole Shareholder within 10 (ten) calendar days as of receipt of such request of the Issuer, shall provide the following to the Issuer: (a) invoices received and accounted within the last reporting and (b) accounting documents with respect to other Costs of the Project that are the costs other than stipulated in paragraph (c) above incurred by the Sole Shareholder.

### **Extraordinary Early Redemption**

The Bondholders 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 **Extraordinary Early Redemption Events**:

- (a) 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, unless the failure to pay is caused by a reason of *Force Majeure* as indicated below.
- (b) Breach of covenants: the Issuer breaches any of the covenants set forth above and the Issuer has not remedied the breach within a term of up to 3 (three) months agreed on case by case basis with the Trustee, which shall start as of receipt of the breach notice.
- (c) Invalidity of the Collateral Agreement. The Collateral Agreement(s) terminates or is regarded invalid by a final decision of the Vilnius Court of Commercial Arbitration.
- (d) Liquidation: an effective resolution is passed for the liquidation of the Issuer or the Sole Shareholder.
- (e) Insolvency: the Issuer/the Sole Shareholder is declared bankrupt by a final decision of a court or admits inability to pay its debts; (ii) the Issuer/ the Sole Shareholder 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 (iii) an application to initiate insolvency, restructuring or administration of the Issuer/the Sole Shareholder, or any other proceedings for the settlement of the debt of the Issuer/ the Sole Shareholder is submitted to the court by the Issuer/the Sole Shareholder.

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. In case of the Sole Shareholder's liquidation or insolvency and in accordance with the relevant laws governing liquidation or insolvency of the Sole Shareholder, the Issuer shall use the received payments arising out of or in connection with the Intercompany Loan Agreement for the redemption of the Bonds in accordance with this Document.

The determination of the Extraordinary Early Redemption Events and early redemption of the Bonds shall be carried out in accordance with the following procedure:

- (i) The Issuer shall immediately but not later than within 3 (three) Business Days notify the Trustee of the occurrence of an Extraordinary Early Redemption Event. In the absence of such notice, the Trustee shall be entitled to proceed on the basis that no such Extraordinary Early Redemption Event has occurred or is expected to occur.
- (ii) If the Trustee receives information about occurrence of a possible Extraordinary Early Redemption Event from other sources than the Issuer, then the Trustee is obliged to ask the Issuer by submitting a letter to the Issuer to confirm or reject this information. The Issuer shall reply to the Trustee in writing (the **Rejection**). If the Issuer does not send the Rejection to the Trustee within 25 (twenty-five) Business Days from the receipt of the Trustee's inquiry, then the Extraordinary Early Redemption Event based on the Trustee's inquiry is deemed to have occurred on the day the period of 25 (twenty-five) Business Days referred above expires.
- (iii) In case the Issuer in a reasoned manner (i.e., providing for the reasons why the Extraordinary Early Redemption Event has not occurred supported with documentary evidence) and acting in good faith within 25 (twenty-five) Business Days from the date of the inquiry sent by the Trustee to the Issuer pursuant to paragraph above submits a Rejection to the Trustee, the Extraordinary Early Redemption Event is considered not to have occurred until relevant decision of the Bondholders' Meeting stating otherwise is adopted as specified in paragraph below.
- (iv) Upon the occurrence of any Extraordinary Redemption Event as listed above and if the Issuer has not sent the Rejection to the Trustee as prescribed above or the Bondholders' Meeting does not approve the Rejection and due to this the Bondholders' Meeting, in accordance with the procedure established by the law, adopts a decision (which shall be adopted by a qualified majority of no less than  $\frac{3}{4}$  of the Bondholders, participating in the Bondholders' Meeting and having a voting right) to demand extraordinary early redemption of the Bonds, the Issuer within 30 (thirty) calendar days upon receiving the respective Bondholders' Meeting decision from the Trustee shall redeem all outstanding Bonds from all Bondholders holding Bonds on the Record Date by paying the Redemption Price. The Redemption Price payable to the Bondholders on the relevant Early Maturity Date shall be determined by the Issuer following the rules set forth in Section *Early optional redemption of Bonds by the Issuer* in the table provided in the beginning of Section 4.2.

- (v) The 30<sup>th</sup> (thirtieth) Business Day calculated from the day following the day of submission of the Trustee's inquiry to the Issuer as set forth above or the day the Issuer received the abovementioned Bondholders' Meeting decision to demand extraordinary early redemption of the Bonds from the Trustee, whichever is relevant, shall be the Early Maturity Date.
- (vi) If the Bondholders' Meeting has not passed a decision as prescribed in Section above within 3 (three) months after the occurrence of any of the Extraordinary Early Redemption Event specified above, the Bondholders shall lose the right to demand early redemption of the Bonds.

In any case the Bondholders shall bear in mind that the Bonds can be redeemed only once Senior Loan is repaid in full or the senior creditor consents in writing otherwise.

### **Force Majeure**

The Issuer, the Lead Manager / Settlement Agent and/or Nasdaq CSD and/or any other party involved in the Offering (the **Affected Party**) shall be entitled to postpone the fulfilment of their 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 Affected Party, and that materially affect operations of any 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 Affected Party even if it only affects part of the employees of any of them and whether any of them is involved therein or not; or
- (v) any other similar Force Majeure 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 their obligations, as soon as possible.

### **4.3 Rights conferred by securities to be offered**

As from the Final Maturity Date (or, if applicable, the Early Redemption Date or Early Maturity Date) of the Bonds, Bondholders shall have a right to receive from the Company the Nominal Value of the Bonds and the interest accrued and unpaid to dates, as indicated above, i.e., he/she/it shall have a right to require, that the Bonds would be redeemed for their Redemption Price. If the Company does not redeem the Bonds on their maturity, all settlements with the Bondholders shall be made through the account of the Trustee.

Bondholders shall have the rights provided in Law on Protection of Interests of Bondholders, the Civil Code, the Law on Companies and other laws regulating the rights of Bondholders, as well as the rights specified in the decision of the Shareholders to issue Bonds. The Bondholders shall have the following main rights:

- 1) to receive the interest on the Interest Payment Dates;
- 2) to receive the Nominal Value and the interest accrued on the Final Maturity Date, or if applicable, on the Early Maturity Date or Early Redemption Date;
- 3) to sell or transfer otherwise all or part of the Bonds;
- 4) to bequeath all or part of owned Bonds to the ownership of other persons (applicable only towards natural persons);
- 5) to participate in the Bondholders' Meetings;
- 6) to vote in the Bondholders' Meetings;
- 7) 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;

- 8) 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;
- 9) to obtain (request) the information about the Issuer, the Issue of Bonds under this Document or other information related to the protection of his/her/its interests from the Trustee, except for cases established in this Document when the Bondholder has a right to request the Issuer or the Lead Manager/Settlement Agent to provide his/her/its Subscription Order and Confirmation addressed to him/her/it;
- 10) to receive a copy of the Agreement on Bondholders' Protection concluded between the Issuer and the Trustee, also the Collateral Agreement(s);
- 11) other rights, established in the applicable laws, the Agreement on Bondholders' Protection 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 this Document 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 and in Sections below.

## **Notices**

The Bondholders shall be advised on matters relating to the Bonds by a notice published in English and/or Lithuanian on the Issuer's website at <https://www.zabolis.com/asset-management>. Any such notice shall be deemed to have been received by the Bondholders when published in the manner specified in this paragraph.

### **4.3.1 Representation of Bondholders**

Following the requirements established in the Law on Protection of Interests of Bondholders, on 19 February 2024 the Issuer has concluded the Agreement on Bondholders' Protection with the Trustee – UAB „AUDIFINA“, a private limited liability company established and existing under the laws of the Republic of Lithuania, legal entity code 125921757, with its registered address at A. Juozapavičiaus st. 6, Vilnius.

Each Bondholder is entitled to receive a copy of the Agreement on Bondholders' Protection, by requesting the Trustee via e-mail of the Trustee [info@audifina.lt](mailto:info@audifina.lt).

The Company shall pay to the Trustee the fee, indicated in the Agreement on Bondholders' Protection. The fee shall be paid until full execution of the obligations under this Document and the Agreement on Bondholders' Protection.

The Agreement on Bondholders' Protection expires:

- (i) the Issuer fulfils all its obligations to the Bondholders under this Document;
- (ii) 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";
- (iii) if other conditions established in the Law on Protection of Interests of Bondholders, the Civil Code, the Law on Insolvency of Legal Entities of the Republic of Lithuania and the Agreement on Bondholders' Protection exist.

Please find below a brief description of certain provisions of the Agreement on Bondholders' Protection as well as of the applicable Lithuanian laws, related to rights and obligations of the Trustee.

## **Main rights of the Trustee**

- (i) to receive a list of the Bondholders from the Issuer;
- (ii) to receive a copy of the Decision;

- (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 Bondholders;
- (v) to bring an action to the courts of the Republic of Lithuania for the purpose of safeguarding the rights of the Bondholders.

#### **Main obligations of the Trustee**

- (i) to convene Bondholders' Meetings;
- (ii) to publish information regarding the Bondholders' Meetings being convened under procedure of the Law on Protection of Interests of Bondholders;
- (iii) to provide the Bondholders' Meetings with all relevant documents and information;
- (iv) to provide 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;
- (v) to execute the decisions of the Bondholders' Meetings;
- (vi) 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 Issue of Bonds under this Document or other information related to the protection of his/her/its interests;
- (vii) no later than within 3 (three) Business Days as from the day of receipt of a request of the Bondholder to provide, free of charge, a copy of the Agreement on Bondholders' Protection;
- (viii) to provide the Bondholder with all other information related to the protection of his/her/its interests;
- (ix) no later than on the next Business Day to inform the Issuer that the Trustee has lost the right to provide audit services or acquired legal status "in bankruptcy" or "in liquidation".

#### **4.3.2 Bondholders' Meetings**

The right to convene the Bondholders' Meeting shall be vested in the Trustee, the Bondholders who hold no less than one-tenth of the Bonds of the Issue, 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 one-tenth of the Bonds of the Issue providing voting right in the Bondholders' Meeting approve such a need. The Director of the Issuer or its authorised person may also attend the Bondholders' Meeting, unless the Bondholders who hold no less than one-tenth of the Bonds of the Issue 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 sent to each Bondholder via parties' e-mails, if indicated in the Subscription Order (if any) and shall be published on the website of the Trustee, and if specifically required by the Trustee – on the website of the Issuer. If any of the Bondholders expressed his/hers/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 anticipated Bondholders' 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 ½ of Bonds of the Issue (excluding the Bonds held by or for the account of the Group Companies), 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.

One Bond carries 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 Bondholders' Meeting must also elect the secretary thereof. Minutes of the Bondholders' Meeting shall be taken. The minutes shall be signed in 2 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 Law on Protection of Interests of Bondholders 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 ¾ 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 Issue, except for the cases, when in the decision of the Bondholders' Meeting 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 competent court of the Republic of Lithuania. The claim may be brought to the court by the Trustee, the Issuer or any Bondholder, if there are suspicions, that the content of the decision and/or its form, and/or its adoption procedure contradict to the laws regulating these issues or infringes the legitimate interests of the Bondholders. The term of 20 (twenty) Business Days is established for provision of such claims as from the date on which the claimant found out or had to find out the respective decision.

### 4.3.3 Collateral

#### **Establishment, release and enforcement from the Collateral**

The Bonds shall be secured. Until the Issue Date of the first Tranche the Collateral Agreement(s) shall be concluded between the Issuer, the Sole Shareholder and the Trustee acting on behalf and for the benefit of the Bondholders and registered with the respective public registers of the Republic of Lithuania.

For the sake of clarity, the Bondholders agree and give their consent in advance for the following actions related to the Building Complex and Land Plots, and the Trustee's consent will not be needed at the later stage:

- (a) to carry out and authorize third parties to carry out land and/or construction work on the land plots on which the real estate is located, to finalise existing buildings and to construct new buildings and to register them/the changes in the level of completion in the name of the mortgagor;
- (b) to carry out and authorize third parties to carry out construction (including reconstruction, major repair, repair) works on mortgaged buildings of which the mortgaged real estate consist;
- (c) if it is necessary for the completion and development of the real estate, to change the purpose of the real estate mortgaged (or a part of it), to adjust the technical design or technical detail design, to implement the new procedure for design proposals, to apply for a new or update the current construction permit, to make cadastral measurements and to implement the procedure of the division of the mortgaged real estate (or part of it) in parts and/or separate premises, including but not limited to the submission of the applications/requests to any state or private entity.

The restrictions for the Issuer/Sole Shareholder on the disposal of the Collateral without a prior written consent of the Trustee shall be established in the Collateral Agreements.

The depositary of the Sole Shareholder will supervise that the loan under the Intercompany Loan Agreement is repaid in full and in due time, before making payments to the Sole Shareholder's participants/investors. The Trustee shall take all actions that the Trustee as the holder of the Collateral may reasonably take with the purpose to enforce mortgage over the Collateral according to the procedure provided for in the relevant Collateral Agreement and applicable laws in case:

- (a) the Secured Obligations is not performed in accordance with its respective terms; and
- (b) the Bondholders' Meeting has adopted a decision to enforce mortgage/pledge over the respective Collateral.

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

The Trustee shall be entitled (but is not under any circumstances obliged) to request instructions, or clarification of any direction, from the Bondholders as to whether, and in what manner, the Trustee should exercise or refrain from exercising any rights, powers and discretions with regard to the enforcement of the Collateral(s). Upon such request, the Bondholders shall give their instructions or clarifications to the Trustee within the time period specified in the Trustee's request for instructions or clarifications. The Trustee may refrain from acting unless and until the Bondholders' Meeting has provided the Trustee with requested instructions or clarifications.

The Trustee is obligated to comply with these instructions submitted by the Bondholders' Meeting unless such instructions, in reasonable opinion of the Trustee, may be contrary to this Document, Collateral Agreement(s), Agreement on Bondholders' Protection or applicable laws. Any such instruction from the Bondholders' Meeting will be binding on all Bondholders. The Trustee shall not be liable in front of the Bondholders for acting (or refraining from acting) as described in this Section.

#### **Application of the proceeds from enforcement of the Collateral**

The proceeds from the enforcement of the relevant Collateral (if anything is left after Senior Loan is repaid in full) shall be applied in the following order of priority:

- (a) 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 from the Collateral by the Trustee within the limits set forth in the Agreement on Bondholders' Protection;
- (b) as a second priority (after the full satisfaction, payment and deduction of all claims and amounts set forth in point i. above) – payment of the claims of the Bondholders (other than the Related Parties) arising from the Bonds;
- (c) as a third priority (after the full satisfaction, payment and deduction of all claims and amounts set forth in point ii. above) – payment of the claims of the Bondholders which are the Related Parties.

The Trustee shall withhold the proceeds necessary for satisfying the costs, expenses specified in point (a) above and transfer the remaining proceeds to the Bondholders for satisfying their claims under points (b) and (c) above as further specified respectively below. The Trustee shall return the proceeds from the enforcement of the relevant Collateral 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 point (a) above do not cover the claims under point (b) above in full, the claims arising from the Bonds shall be satisfied pro rata. In case the proceeds remaining after satisfying the claims of the Bondholders which are other than the Related Parties under point (b) above do not cover the claims under point (c) above in full, the claims arising from the Bonds subscribed by the Related Parties 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 relevant Collateral (whether deposited or not).

In case the Trustee is required, under 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.

## 4.4 Terms and conditions of the Offering

### General information

The Issuer shall issue the Bonds in the amount of up to EUR 8,000,000 (i.e. the Maximum Aggregate Nominal Value of the Issue). The Bonds shall be offered and issued in Tranches under respective Final Terms.

The Bonds will be offered for a Subscription for a Minimum Investment Amount to be indicated in Final Terms.

### General structure of the Offering

Only such prospective Investors will be eligible to participate in the Offering who at or by the time of placing their Subscription Orders (before the end of the Subscription Period) have opened Securities Accounts (or have the Securities Accounts opened by their nominee) with entities of their choice which are licensed to provide such services within the territory of the Republic of Lithuania.

Thus, according to the information provided above, the Offering shall be structured in the following order:

- (i) the Subscription Orders as to acquisition of the Bonds of the respective Tranche shall be submitted by the Investors to :
  - a. the Lead Manager;
  - b. the Issuer directly (if the Issuer decides so), but the Investors shall pay specific attention to the fact, that the Issuer will not conclude an assessment of appropriateness of the Bonds to the respective Investor;
  - c. to the Exchange Members in accordance with the Special Rules of Nasdaq in case an Auction of the Bonds is organized through Nasdaq (as a sole or an additional to the above indicated

subscription channel up to the allocated amount for such a channel indicated in the Final Terms of the respective Tranche) as being disclosed in Final Terms of the respective Tranche.

- (ii) the Issue Price shall be paid by the investors according to the order described further in this Document and the Final Terms;
- (iii) based on the decision of the Issuer together with the Lead Manager the Bonds shall be allocated to the Investors;
- (iv) the Bonds shall be registered with Nasdaq CSD and distributed to the Investors.

### **Conditions of the Offering**

The Bonds will be offered under the rules set forth in this Document and respective Final Terms.

After expiry of the relevant Subscription Period, the Lead Manager shall inform the Issuer whether the Maximum Aggregate Nominal Value of the respective Tranche is reached that the Issuer could decide whether to increase the Maximum Aggregate Nominal Value of the respective Tranche before the relevant Issue Date, or not. For avoidance of doubt, the total Maximum Aggregate Nominal Value of all Tranches shall not exceed the Maximum Aggregate Nominal Value of the Issue. In case of increased amount of the Maximum Aggregate Nominal Value of respective Tranche, the Issuer and/or the Lead Manager shall notify the Bondholders not later than on the relevant Issue Date by sending them a notice and updated Final Terms of the respective Tranche.

### **Subscription procedure; invalidity of the Subscription Orders**

The Subscription Orders shall be submitted in the form provided to the Investor by the Lead Manager and under the procedure as set forth in this Document and the relevant Final Terms. The Subscription Order shall be submitted during the indicated Subscription Period and paid not later than on the Payment Date.

For the avoidance of doubt, the procedure of accepting Subscription Orders described herein is applicable to all Investors irrespectively of the Investor's place of residence. Also, the treatment of Subscription Orders in the allocation is not determined on the basis of which institution or person they are made through.

The Lead Manager will be responsible for the bookkeeping and all the Subscription Orders (even those submitted to the Issuer) shall be handed over to the Lead Manager with the clear indication of the time of their submission (except in case of an Auction).

The Investors wishing to subscribe/purchase the Bonds shall submit their Subscription Orders to acquire the Bonds at any time during the Subscription Period to the Issuer or the Lead Manager by the following means:

- (i) if the Issuer decides so, by e-mail of the Issuer [investor@zabolis.com](mailto:investor@zabolis.com), if signed with a qualified e-signature; or
- (ii) by e-mail of the Lead Manager [platinimai@sb.lt](mailto:platinimai@sb.lt), if signed with a qualified e-signature.

If an Auction of the Bonds is organized through Nasdaq, the Subscription Orders shall be submitted to the Exchange Members to be entered in Nasdaq trading system during the Subscription Period of the respective Tranche as described below in the part "*Additional provisions in respect to Subscription procedure for the Auction*". In respect to the Auction, if any, the Subscription Orders shall be submitted by means accepted and used by the Exchange Members (e.g. physically, via the internet banking system or by any other available means).

Please note that where the Subscription Orders are submitted to the Lead Manager or the Exchange Member, if an Auction is organized, new investors will be required to complete the relevant procedures (e.g. suitability and/or appropriateness tests, procedures related to the anti-money laundering or sanction) required and performed by the Lead Manager and/or the Exchange Member, if an Auction is organized, that the Subscription Orders would be accepted.

The Subscription Order shall not be considered valid and shall not be processed in the following cases:

- (i) the purchase amount indicated in the Subscription Order is less than the Minimum Investment Amount; or
- (ii) the Subscription Order was received after the Subscription Period, unless the Issuer after consultation with the Lead Manager, decides otherwise; or
- (iii) the Subscription for the Bonds by the Investor has not been fully paid by the relevant Issue Date; or
- (iv) the Issuer and/or the Lead Manager rejects the Subscription Order due to any other reasons (e.g. oversubscription, violation of legal acts governing anti-money laundering prevention and/or sanctions).

The Issuer has no obligation to inform the Investor about the fact that Subscription Order is invalid and reason of invalidity. In case of an Auction, the Exchange Members acting in accordance with internal rules and applicable laws shall inform the investors on rejection of provided Subscription Orders.

### **General information regarding the Subscription procedure**

By placing a Subscription Order all Investors, shall make irrevocable instruction for transferring the Bonds to the Securities Accounts opened with the entities licensed to provide such services within the territory of the Republic of Lithuania, if the Subscription Order has not been withdrawn until the end of the Subscription Period.

By placing a Subscription Order, each Investor will be deemed to have read this Document, the Issuer's constitutional documents and Articles of Association of the Company incorporated in this Document by way of reference (please see Section 1.4 *Information incorporated by reference*). The Investor may also familiarize with the Agreement on Bondholders' Protection, the Collateral Agreements (once concluded) before or after placing a Subscription Order by requesting the Trustee via e-mail [info@audifina.lt](mailto:info@audifina.lt). Each Investor can review the Subscription Order submitted by her/him/it by requesting the Issuer/the Lead to whom the Subscription Order was submitted, if this person provides such a possibility. When the Subscription Order is placed through the Exchange Member, each respective Investor can review the Subscription Order submitted by her/him/it by requesting the Exchange Member to whom the Subscription Order was submitted, if the Exchange Member provides such a possibility.

By placing a Subscription Order the Investors shall be considered as have consented to being allotted a lower number of Bonds than the number specified in such Investor's Subscription Order, or to not being allotted any Bonds at all, pursuant to this Document.

An Investor will be allowed to submit a Subscription Order either personally or via a representative whom the Investor has authorized (in the form required by law) to submit the Subscription Order. More detailed information concerning the identification of the Investors, including requirements concerning documents submitted and the rules for acting through authorized representatives, can be obtained by Investors from the entities accepting the Subscription Orders.

An Investor must ensure that all information contained in the Subscription Order is correct, complete and legible. The Issuer reserves the right to reject any Subscription Orders that are incomplete, incorrect, unclear or illegible, or that have not been completed and submitted and/or have not been supported by the necessary additional documents, requested by the Issuer or the Lead Manager, or Manager, if any, during the Subscription Period and in accordance with all requirements set out in the terms and conditions of the Offering.

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

Entities acting in accordance with applicable law by placing the Subscription Orders on behalf of the investors and on their account shall submit the Subscription Orders along with a list of the investors on whose behalf the Subscription Order is placed. The list must include details required to be included in the Subscription Order form with respect to each Investor listed and must be signed by persons authorised to represent the entity. The Issuer, Lead Manager shall not be liable for any consequences if requirement under this Section is not satisfied and the entity placing the Subscription Order will be treated as the investor placing the Subscription Order on its own account.

### **Additional provisions in respect to Subscription procedure for the Auction**

If the Issuer would decide to organize an Auction for the relevant Tranche, the Issuer will indicate such decision in the Final Terms of the relevant Tranche and Auction Rules will be published on Nasdaq website at [www.nasdaqbaltic.com](http://www.nasdaqbaltic.com) before the start of the Auction (Subscription Period) of the relevant Tranche.

In order to subscribe for the Bonds, the Investor must have a Securities Account with the Exchange Member and fill in a Subscription Order form provided by the Exchange Member during the Subscription Period in order for the Exchange Member to enter a buy order in Nasdaq's trading system.

By submitting a Subscription Order to the Exchange Member, every Investor (besides other acknowledgments and undertakings provided in this Document):

- (i) authorizes and instructs the Exchange Member through which the Subscription Order is submitted to arrange the settlement of the subscription on its/his/her behalf (taking such steps as are legally required to do so) and to forward the necessary information to the extent necessary for the completion of the subscription;
- (ii) shall ensure that when submitting a Subscription Order there are sufficient funds on the cash account connected to its/his/her Securities Account to cover the amount subscribed (i.e. the Issue Price multiplied by the amount of the Bonds subscribed);
- (iii) authorizes and instructs the Exchange Member through which the Subscription Order is submitted to block the whole Subscription amount on the investor's cash account connected to its/his/her Securities Account until the allotment of Bonds pursuant to this Document and Auction Rules, and registration with the Register is completed on the Issue Date;
- (iv) authorizes the Exchange Member, Issuer, Lead Manager and Nasdaq to process, forward and exchange its/his/her personal data and information in the Subscription Order in order to participate in the Offering, to accept or reject the Subscription Order and comply with the Document and fulfill the Issuer's obligations under the Document;
- (v) acknowledges that the Offering does not constitute an offer (in Lithuanian: *oferta*) of the Bonds by the Issuer in legal terms, and that the submission of a Subscription Order does not constitute the acceptance of an offer, and therefore does not in itself entitle the investor to acquire the Bonds, nor results in a contract for the sale of the Bonds between the Issuer and the Investor, unless the Bonds are allotted to the investor pursuant this Document and Bonds are registered with the Register on the Issue Date;
- (vi) confirms that it/she/he has got familiarized with this Document, Final Terms of the Tranche and Auction Rules.

The Investors shall acknowledge that in case of an Auction, payment for the Bonds subscribed and distribution of the Bonds are made by Delivery Versus Payment method, meaning that the settlement procedure is carried out by Nasdaq CSD and Exchange Members on the Payment Date / Issue Date in accordance with the Auction Rules and title to the Bonds purchased in the subscription process is obtained upon Bonds transfer to respective Securities Account which is done simultaneously with making the cash payment for the purchased Bonds.

#### **Withdrawal of the Subscription Orders**

The Subscription Orders for the Bonds may be withdrawn (and new Subscription Orders placed) at any time until the end of the Subscription Period. The Investor wishing to withdraw placed Subscription Order shall submit a written statement to the entity where the Subscription Order was made.

The repayments will be made (or the blocked funds will be released) in accordance with the Subscription Order within 3 (three) Business Days after making the statement on the subscription cancellation. An Investor will be liable for the payment of all fees charged by the intermediary, used by the Investor for the Subscription of Bonds in connection with the withdrawal of the Subscription Order.

#### **Procedure and dates for payment for the Bonds**

The Investors shall pay for the Bonds subscribed at the latest by the end of the Payment Date indicated in the respective Final Terms, except that in case of an Auction, the Issue Price payable by the investors subscribing to the Bonds through the Exchange Members is blocked in advance as prescribed in this Document and settled by the Exchange Members in accordance with this Document and Auction Rules

(i.e. Delivery Versus Payment method). The full payment by the Investors shall mean a payment equal to the number of the Bonds indicated by the Investor in the Subscription Order multiplied by the Issue Price.

The Issuer/the Lead Manager acting on Issuer's behalf has the right (but not an obligation) to accept also payments made with delay, but not later than until the Issue Date. The details of the Settlement Account shall be provided in the Final Terms. The Bonds shall be registered with the Register by Nasdaq CSD on the relevant Issue Date if the investor submitted the Subscription Order and paid the Issue Price before or on the Issue Date.

The funds received from the Subscription and payment of the Bonds by the Investors, shall be deposited in the Settlement Account. After the Issue Date on the request of the Issuer the proceeds from the Settlement Account will be transferred by the Lead Manager to the Issuer's Bank Account. The money of the Investors who paid for the Bonds offered and subscribed for under this Document and held within the Bank Account will be used for the purposes of the Offering as indicated in this Document.

The Investors who have not been allotted any Bonds or whose Subscription Orders have been rejected or reduced will receive reimbursements. The reimbursement will take place within 5 (five) Business Days as from the end of the Subscription Period. The payments shall be returned 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.

For the avoidance of doubt, in respect to the Auction (the maximum amount of Bonds to be offered through the Auction will be indicated in the Final Terms of the respective Tranche), the Investors who have not been allotted any Bonds or whose Subscription Orders have been reduced will receive reimbursements from the Exchange Members (i.e. block on the funds will be removed). Neither the Issuer nor the Lead Manager shall be responsible for any relationships between the Investor and Exchange Member in connection with any operations happening on the cash account connected to the Investors' Securities Account.

#### **Allotment of the Bonds to the Investors**

After expiry of the relevant Subscription Period, the Issuer together with the Lead Manager shall decide on which Investors, which have provided and paid their Subscription Orders, shall be allotted with the Bonds and to what amount, and which Investors shall not be allotted with the Bonds.

If an Investor decides to decrease or increase number of Bonds being subscribed, previously submitted Subscription Order will be terminated, the Investor will lose its previous entry in the Bond subscription journal and its priority to be allotted with Bonds will be determined by a newly submitted Subscription Order within the Subscription Period, if any. There can be the case that the number of the Bonds requested in the Subscription Order of any Investor in case of oversubscription will be reduced accordingly, so that the Maximum Aggregate Nominal Value is not exceeded, and Investor waives any right to complaint on any such decision of the Issuer/the Lead Manager.

If an investor makes a Subscription Order after the expiry of the relevant Subscription Period (but prior to the Issue Date), the Issuer after consultation with the Lead Manager may decide on additional allotment of Bonds to such Investor if the Maximum Aggregate Nominal Value is not yet exceeded.

#### **Cancellation or suspension of the Offering**

The Issuer, at its own discretion, may cancel the primary distribution of the Bonds at any time prior to the relevant Issue Date without disclosing any reason for doing so. Any updates to the dates of opening and closing of the primary distribution or decision that the primary distribution will be suspended (postponed) and that new dates of the primary distribution will be provided by the Issuer later are subject to updating this Document. In such event, Subscription Orders for the Bonds that have been made will be disregarded, and any payments made in respect of the submitted Subscription Orders will be returned without interest or any other compensation to the Investors.

If the primary distribution of the Bonds is suspended (postponed), the Issuer shall notify the Investors on suspension (postponement) of the primary distribution indicating whether the Subscription Orders made, and payments made will be deemed to remain valid after publishment of updated Final Terms on

the Issuer's website. In such case, the Investors will be allowed to withdraw the Subscription Orders made by submitting a relevant statement to that effect within 3 (three) Business Days after the updated Final Terms has been published. For the avoidance of doubt, if the Investor does not provide a withdrawal statement, the Issuer will continue primary distribution on changed terms in accordance with published updated Final Terms and relying on previously submitted Subscription Order.

Any decision on cancellation, suspension and changes of dates of the primary distribution or other information will be published on the Issuer's website at <https://www.zabolis.com/asset-management> and/or sent to the Investors via e-mail indicated by each Investor in its Subscription Order.

If the primary distribution is cancelled, suspended, or postponed, Investors that placed Subscription Orders and paid for the Bonds will get their payments back (except in case of an Auction):

- (i) if the primary distribution is cancelled – within 3 (three) Business Days after the Issuer announces to the Investors about the primary distribution's cancellation;
- (ii) if the primary distribution is suspended (postponed) – within 3 (three) Business Days after the date on which the Investor has made a statement cancelling placed Subscription Order or 3 (three) Business Days after the date that the Issuer announces that the placed Subscription Orders are not valid.

In respect to cancellation or suspension (postponement) of the Auction, the Exchange Members shall be responsible for removing block on the Investors' funds.

The timely repayment of money paid will be without any interest or compensation.

## 4.5 Admission to trading

The Issuer does not intend to apply for admission of the Bonds to trading on regulated markets or any other market.

## 4.6 Material contracts

### **Placement Agreement**

On 26 January 2024 the Issuer and the Lead Manager have concluded a Placement Agreement in respect of the Offering.

The Issuer and the Lead Manager do not expect to enter into an underwriting agreement. Under the Placement Agreement the Lead Manager shall, *inter alia*, (i) open the Issue registration accounts with Nasdaq CSD, (ii) represent the Issuer with Nasdaq CSD in relation to accounting of the Bonds on Nasdaq CSD (shall act as the Issuer's representative with Nasdaq CSD).

Based on this agreement, the Issuer's expenses, related to the services of the Lead Manager in connection with the Offering shall comprise of up to 2 % from the gross proceeds from the placement of the Bonds.

### **Agreement on Bondholders' Protection**

On 19 February 2024 the Issuer and the Trustee have concluded the Agreement on Bondholders' Protection, according to which the Trustee acts as the representative of the Bondholders in accordance with the Law on Protection of Interests of Bondholders (please refer to Section 4.3.1 *Representation of Bondholders* for more detailed information).

### **No other agreements**

At the date of this Document, the Company has not concluded any placement (distribution) agreements with other persons for the purposes of the Offering.

## ANNEX 1 – FORM OF THE FINAL TERMS

### FINAL TERMS OF THE [ ] TRANCHE OF BONDS OF UAB “SANGUŠKŲ PARKAS” dated [ ]

#### 1. GENERAL PROVISIONS

- 1.1. These Final Terms of the [ ] Tranche of Bonds (the **Final Terms**) constitute the specific terms and conditions of the Bonds to be issued by the Issuer under the information document of UAB “Sanguškų parkas” Bond Issue dated 21 February 2024 (the **Document**).
- 1.2. These Final Terms constitute an inseparable part of the Document and will at all times be interpreted and applied together with the Document. Words and expressions used, which are defined in the Document, shall have the same meanings in these Final Terms. In the event of inconsistency between the provisions of these Final Terms and provisions of the Document, these Final Terms shall prevail.
- 1.3. The Issuer is responsible for the adequacy, accuracy and completeness of the information provided for in these Final Terms.
- 1.4. The Bonds offered under these Final Terms shall be subject to the terms specified in Section 2 of these Final Terms.

#### 2. TERMS OF BONDS

- 2.1. Issuer: UAB “Sanguškų parkas”
- 2.2. Securities to be issued: Secured Bonds
- 2.3. Maximum Aggregate Nominal Value of the Issue under the Terms: EUR 8,000,000
- 2.4. Maximum Aggregate Nominal Value of the [ ] Tranche of Bonds: EUR [ ]
- 2.5. Information on Bonds:
  - 2.5.1. Currency of denomination: EUR
  - 2.5.2. Nominal Value of a Bond: EUR 1,000
  - 2.5.3. Subscription Period: [ ]
  - 2.5.4. Issue Date: [ ]
  - 2.5.5. Payment Date: [ ]
  - 2.5.6. Issue Price of a Bond: EUR [ ]  
Minimum Investment Amount: EUR [ ]
  - 2.5.7. Interest rate: The Issuer shall pay interest on the Nominal Value of the Bonds equal to [...] % (fixed part of the interest) + 6M EURIBOR (variable part of the interest), to be reset as described in Section 4.2 of the Document.

Cumulative interest rate (fixed and variable parts of the interest rate) applicable for the first interest period is [...] %).

Interest calculation method – 30E/360 day count convention.

Interest on the Bonds shall be paid semi-annually as indicated below in item 2.5.9.

- 2.5.8. Record Date: Close of the third Business Day before the Interest Payment Date, Final Maturity Date, or the Early Redemption Date or the Early Maturity Date, whichever is relevant.
- 2.5.9. Interest Payment Dates: 14 September 2024, 14 March 2025, 14 September 2025, 14 March 2026, Final Maturity Date, or, if applicable, Early Redemption Date or the Early Maturity Date. If an Interest Payment Date is not a Business Day, the interest shall be paid on the next Business Day, without recalculation of the amounts to be paid.
- 2.5.10. Final Maturity Date: 14 September 2026.
- 2.5.11. Redemption Price: The sum of the Nominal Value of the Bond and the accrued interest.

The Bonds shall be redeemable at the option of the Issuer prior to their maturity on the following conditions:

- (i) early redemption may occur at the sole discretion of the Issuer on the Early Redemption Date which might be after 6 (six) months after the Issue Date of the first Tranche, designated in a 30 (thirty) day prior written notice to the Bondholders and the Trustee;
- (ii) on the Early Redemption Date, the Issuer shall pay to the Investors full Nominal Value of the Bonds together with the unpaid interest accrued up to the relevant Early Redemption Date (inclusive) and premium equal to:
  - (a) 1% when early redemption occurs on 14 September 2024 or anytime before 14 March 2025;
  - (b) 0,5% when early redemption occurs on 15

- March 2025 or anytime before 14 March 2026;  
(c) 0% when early redemption occurs on or after 15 March 2026.

Premium and interest shall be calculated from the amount of the Nominal Value of the Bonds early redeemable from the respective Investor.

- 2.5.12. Early Redemption Date: Anytime with a 30-day notice to the Trustee and Investors, as provided in Section 4.2 of the Document.
- 2.5.13. ISIN: LT0000408759
- 2.5.14. Repayment date of the Nominal Value: Final Maturity Date or, if applicable, Early Redemption Date or the Early Maturity Date.
- 2.6. Settlement Account: [...]
- 2.7. Yield [ ]%. Yield is calculated based on the Nominal Amount and on the Issue Date. Actual yield may differ depending on the price paid for a specific bond by an investor.
- 2.8. Collateral: First ranking pledge over the Receivables and Bank Account and first ranking mortgage over the Building Complex and the Land Plots, to be transformed into second ranking mortgage shortly before disbursement of the Senior Loan.
- 2.9. Trustee: UAB „AUDIFINA“, a private limited liability company established and existing under the laws of the Republic of Lithuania, legal entity code 125921757.  
  
Contact details: +370 5 2127365  
  
Address: A. Juozapavičiaus st. 6, 09310 Vilnius  
  
E-mail: [info@audifina.lt](mailto:info@audifina.lt)  
  
Representative: Ieva Šileikienė
- 2.10. Register: Lithuanian central securities depository operated by Nasdaq CSD SE Lithuanian branch.
- 2.11. Registrar: Nasdaq CSD SE Lithuanian branch.
- 2.12. Lead Manager: Šiaulių bankas, AB, a public limited liability company established and

existing under the laws of the Republic of Lithuania, legal entity code 112025254, with its registered address at Tilžės str. 149, Šiauliai, the Republic of Lithuania.

Address: Šeimyniškių st. 1A, Vilnius, the Republic of Lithuania

E-mail: platinimai@sb.lt

2.14. Subscription channels

[...]

2.15. Underwriting

n/a

2.16. Listing

n/a

Signed on behalf of UAB "Sanguškų parkas"

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