

FINAL TERMS OF THE SECOND TRANCHE OF BONDS OF UAB "METANIRA"

dated 9 December 2024

1. GENERAL PROVISIONS

- 1.1. These Final Terms of the second 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 "Metanira" dated 29 March 2024, as amended and restated on 9 December 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 "Metanira"
- 2.2. Securities to be issued: Secured Bonds
- 2.3. Maximum Aggregate Nominal Value of the Offering: EUR 6,055,000
- 2.4. Maximum Aggregate Nominal Value of the second Tranche of Bonds: EUR 5,659,000
- 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: 12 December 2024 – 19 December 2024
 - 2.5.4. Issue Date: 23 December 2024
 - 2.5.5. Payment Date: 19 December 2024 23:59 Vilnius time, if subscribed through the Manager (as disclosed below).

23 December 2024 (Delivery versus Payment), if subscribed through the Exchange Members during the Auction.
 - 2.5.6. Issue Price of a Bond: EUR 1029.7068 (with accrued interest)
 - Minimum Investment Amount: 1 Bond

2.5.7.	Interest rate:	<p>The Issuer shall pay annual interest on the Nominal Value of the Bonds equal to 10% (fixed).</p> <p>Interest calculation method – 30E/360 day count convention.</p> <p>Interest on the Bonds shall be paid semi-annually as indicated below in item 2.5.9.</p>
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:	5 March 2025, the Final Maturity Date, or, if applicable, Early Redemption Date or 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:	5 September 2025
2.5.11.	Redemption Price:	<p>The sum of the Nominal Value of the Bond and the accrued interest.</p> <p>The Issuer cannot redeem the Bonds during the first 12 (twelve) months after the Issue Date of the first Tranche of Bonds (i.e., 5 March 2025).</p> <p>If the Early Redemption Date is on or after 6 March 2025, the Issuer shall pay to the Investors full Nominal Value of the Redeemable Bonds together with the unpaid interest accrued up to the relevant Early Redemption Date (excluding).</p>
2.5.12.	Early Redemption Date:	The Issuer, following terms and conditions set forth in the Document, has the right to redeem all or portion of the Bonds on the Early Redemption Date designated in a 30 (thirty) calendar day prior written notice to the Investors and the Trustee.
2.5.13.	ISIN:	LT0000408833
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.	Bank Account:	LT197189900020900329

- 2.7. Yield: 10% annually.
- 2.8. Collateral: First ranking maximum pledge over the Bank Account, Receivables, Issuer's Shares and Spanish Project Company's Shares.
- Additional Collateral (first ranking Spanish Mortgage over the Property and Spanish Pledge 2 over the Spanish Project Company's Bank Account) shall be created following the terms and conditions provided in the Document. **It is important to understand that if the Issuer does not raise at least EUR 3,250,000 from the issuance of Bonds, which would be lent to the Spanish Project Company under the Intercompany Loan Agreement, and the funds are used by the Spanish Project Company to close the Property's sale and purchase transaction and pay the deferred purchase price, the additional Collateral may not be created at all.**
- 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
- Representative: Jolanta Ruzgienė
- 2.10. Register: Lithuanian central securities depository operated by Nasdaq CSD SE Lithuanian branch.
- 2.11. Registrar: Nasdaq CSD SE Lithuanian branch.
- 2.12. Settlement Agent: 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.
- 2.13. Manager: Redgate Capital AS, an investment firm license No. 4.1-1/32, issued by the Estonian Financial Supervision Authority, registration code 11532616,

registered address at Pärnu rd 10,
Tallinn, 10148, Estonia, e-mail
bonds@redgatecapital.eu

2.14. Subscription channels:

Subscription by way of an Auction
through Nasdaq where the
Subscription Orders shall be accepted
by the Exchange Members.

The Subscription Orders shall also be
accepted by the Manager, Redgate
Capital AS, at the office at Pärnu rd 10,
Tallinn, 10148, Estonia or by e-mail
bonds@redgatecapital.eu

Signed on behalf of UAB "Metanira"

Paulius Dzemijonas

CEO