

## MAIN BOND TERMS

<b>Total number of Bonds</b>	Up to 3,000 units, but the Issuer is not obliged to issue this number of Bond units and the Issuer may, at its sole discretion, decide to issue a smaller number of Bond Units. By applying for subscription/acquisition of the Bonds, the Investors confirm that they understand that the Issuer may, at its sole discretion, decide to issue a smaller number of Bonds than the specified maximum amount. Accordingly, the Issuer shall have the right to terminate the Bond offer at any time prior to the end of the Bonds subscription period.
<b>Nominal value per Bond</b>	EUR 1,000
<b>Total nominal value of the Bonds</b>	EUR 3,000,000
<b>Bonds class and type</b>	Secured ordinary non-convertible publicly offered Bonds - term non-equity (debt) securities under which the Company becomes the debtor of the Bondholders and assumes obligations for the benefit of the Bondholders.
<b>Bond currency</b>	Euros (EUR)
<b>Issue price</b>	100% of the nominal value of the Bonds
<b>Basis for issuing bonds</b>	Law on limited liability companies, Securities Law and other legal acts of the Republic of Lithuania.
<b>Form of bonds</b>	<p>Bonds are ordinary book-entry bonds and are recorded in the personal securities accounts of their holders.</p> <p>Pursuant to the Law on Markets in Financial Instruments of the Republic of Lithuania, the entry of book-entry securities into records and accounting in the Republic of Lithuania shall be carried out by Nasdaq CSD SE, registration no. 40003242879, registered office at Valnu iela 1, Riga, Republic of Latvia, which is the regional Baltic Central Securities Depository (<b>Nasdaq CSD</b>).</p> <p>The person responsible for securities accounting at the lower accounting level is UAB FMJ Orion Securities.</p> <p>The Bonds issued during the public offering of the Bonds shall be deemed valid from the date of their registration in the register maintained by Nasdaq CSD (the "<b>Bond Commencement Date</b>") until their redemption and deregistration from the register maintained by Nasdaq CSD.</p>
<b>Bond term and Final Maturity Date</b>	<p>The Bonds shall be issued for a term of up to 3 years from the date of payment and registration of the Bonds on Nasdaq CSD. Accordingly, the final maturity date of the Bonds (the "<b>Final Maturity Date</b>") is 17 December 2027.</p> <p>The Bonds will be redeemed by the Issuer through Nasdaq CSD.</p> <p>If the Final Maturity Date is not a business day, the final redemption of the Bonds and the payment of principal will be postponed until the next business day. The postponement of the payment date shall not affect the amount due and shall not be subject to recalculation.</p>
<b>Early redemption of bonds at the Issuer's request</b>	The Issuer shall have the right to redeem all or part of the Bonds at its sole discretion after a period of not less than 1 year from the Bond Commencement Date.

**ANNEX TO AND INSEPARABLE PART OF THE INFORMATION DOCUMENT OF UAB NEODENTA 3 M. BOND ISSUE**

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	<p>In case of early redemption of the Bonds, the Issuer shall pay an early redemption premium in the following amounts, i.e.:</p> <ul style="list-style-type: none"><li>- on redemption after 1 year but not more than 2 years from the Bond Commencement Date - 1.5% of the nominal value of the Bond;</li><li>- on redemption after 2 years, but not more than 2.5 years from the Bond Commencement Date - 1% of the nominal value of the Bond;</li><li>- no early redemption premium is payable on redemption after more than 2.5 years after the Bond Commencement Date.</li></ul> <p>In case of early redemption of a part of the Bonds, the Bonds shall be redeemed <i>pro rata</i> from the Bondholders.</p> <p>The Issuer must notify about the planned early redemption of the Bonds at least 20 business days before the redemption.</p>
<b>Redemption of bonds at the request of bondholders</b>	<p>Bondholders shall not be entitled to request redemption of the Bonds prior to their Final Maturity Date, unless the Bondholders' Meeting decides that the Bonds must be redeemed prior to the Final Maturity Date, as set out in the sections entitled "Events of Default" and "Impossibility and Illegality"</p>
<b>Buying bonds on the secondary market</b>	<p>The Issuer may at any time purchase the Bonds on the secondary market or otherwise and at any price. Bonds held by or for the account of the Issuer do not confer the right to vote at meetings of Bondholders or in writing and will not be taken into account in determining the number of Bonds outstanding.</p>
<b>Bond redemption price</b>	<p>On the Final Maturity Date of the Bonds (or on any business day prior to the Final Maturity Date when the Issuer is obliged or entitled to redeem the Bonds, in whole or in part, in accordance with the procedures set out in these Main Bond Terms, the nominal amount of the Bonds (EUR 1,000) shall be paid, accrued interest and early redemption premium (if applicable), by transferring the relevant amounts to the accounts in which the Bonds are held or which the Bondholders have indicated at the time of purchase of the Bonds, without any separate request (applications) for that on the part of the Bondholders.</p>
<b>Minimum investment amount</b>	EUR 1,000
<b>Interest rate</b>	10% annual interest
<b>Frequency of interest payments</b>	Interest is payable 2 times a year, every 6 months, i.e. on 17 December and 17 June.
<b>Interest calculation method</b>	<p>Where interest is to be calculated for a period equal to or less than the interest payment period, the Actual/Actual-ICMA method will be used. This method involves dividing the number of calendar days in the relevant period, including the day from which the interest starts to accrue but excluding the day on which the interest is due, by the number of calendar days in the interest payment period in which the relevant period is situated (including the first day but excluding the last day).</p>
<b>Payments</b>	<p>The Issuer shall pay the amounts (principal, interest or other amounts) payable in respect of the Bonds to the Bondholders specified in the register maintained by Nasdaq CSD at the end of the third Business Day preceding the day on which such payment is to be made (i.e. 11.59 p.m., Vilnius time) (the "<b>Record Date</b>"). If the due date for payment of the amount due is not a business</p>

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day, the payment will be postponed until the next business day. The postponement of a payment day shall not affect the amount due and shall not be subject to recalculation.

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**Safeguards**

The following collateral will be provided to secure the financial/payment obligations under the Bonds issued:

- (i) A maximum first ranking pledge of the funds in the bank account to which the funds raised from the placement of the Bonds are transferred. The amount of the net proceeds of the placement of the Bonds (i.e. the sum of the total proceeds of the placement of the Bonds less the amount of up to EUR 90,000 of the costs of the placement of the Bonds) shall be transferred to and pledged in this account;
- (ii) First ranking mortgage on the real estate acquired with the proceeds of the Bonds;
- (iii) The first ranking mortgages on these properties:
  - premises at Maironio g. 5A-2, Vilkaviškis;
  - a plot of land located at Ukmergės g. 38, Kaunas (un. nr. 4400-1964-8390);
  - a plot of land with buildings located at Baltų pr. 49A, Kaunas (un. no. 1901-0015-0025, 4400-5013-9649, 1900-2066-7013, 1901-2066-7024);
  - 33/100 of the building located at Baltų pr. 49B, Kaunas (un. no. 4400-0296-0058);
  - administrative premises located at Brastos g. 22-104, Kaunas (un. no. 4400-6134-2198:7909);
  - a plot of land located at Savanorių pr. 292D, Kaunas (un. nr. 4400-1548-5548).

The loan to value ratio (LTV) which represents the ratio between the sum of the nominal value of all Bonds issued and currently outstanding to the sum of value of the assets provided as Collateral to secure due performance of the Issuer's obligations under the Bonds must not exceed 0.91.

The indicator is recalculated at semi-annual intervals, using (at the Issuer's option) the value of the collateral based on:

- (i) valuation reports for the relevant assets, which must be no more than 12 months old, unless circumstances arising prior to the relevant LTV recalculation may have led to a material change in the value of the relevant assets, in which case the valuation must have been carried out after the relevant circumstances occurred; and/or
- (ii) the value of the property to be newly developed/constructed and furnished with Bond proceeds for the purpose of calculating the LTV ratio shall be determined on the basis of (a) property valuation reports; and/or (b) the amount of the costs invested in the development process up to the relevant valuation determination (including the costs of the construction, furnishing the property, the materials, and the costs of services related to the construction and equipping of the property (costs for notaries, registers, surveyors, insurance, lawyers, etc.), the invested costs shall be determined by reference to the amount of the development cosinvoices submitted and paid in the relevant period; and/or

	<p>(iii) in the case of improvements to existing and/or newly acquired property, the sum of the value of the property as stated in the valuation of the property prior to the improvements and the amount of the funds invested in the improvement of such property after such last valuation of such property prior to the LTV recalculation, calculated on the basis of the invoices for the costs of such improvements received and paid for prior to the LTV recalculation, from the proceeds of the Bond.</p> <p>Collateral must be provided (collateral agreements concluded and registered) no later than 30 days after:</p> <p>(i) for existing assets (i.e. assets referred to in (i) and (iii) above), the commencement of the term of the Bonds; and/or</p> <p>(ii) for property to be acquired in the future with the proceeds of the Bonds, from the date of acquisition of ownership of the relevant property by the Issuer and/or its affiliates and registration of such ownership in the real estate register in the name of the Issuer and/or its affiliates; and/or</p> <p>(iii) for properties to be newly developed/constructed with the proceeds of the Bonds, as from the date of completion, delivery and registration in the public registers as a separate property, when such properties become mortgageable; and/or</p> <p>(iv) for the property referred to in points (i) to (iii), the pledge of which is subject to obtaining permissions/consents of state, municipal or other authorities, co-owners and/or other unrelated third parties, from the date of obtaining the relevant permissions/consents.</p>
<b>Offer/placement of bonds</b>	The bonds are distributed in the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia.
<b>Restrictions on transfer of bonds</b>	There are no restrictions on the transfer of the Bonds.
<b>Listing</b>	It is expected that the Bonds will be listed on the list of debt securities of the alternative securities market First North in Lithuania administered by AB Nasdaq Vilnius ( <b>Nasdaq Vilnius</b> or <b>Nasdaq</b> ) ( <b>First North</b> ).
<b>Financial liabilities of the Issuer</b>	<p>The ratio of net debt to EBITDA will not exceed 4.5 over the life of the Bonds.</p> <p>In the ratio calculations, net debt is calculated as the difference between the Issuer's financial debts and cash balances for the reporting period and EBITDA is calculated as the Issuer's earnings before interest, tax, depreciation and amortisation for the last 12 months. The indicator is recalculated on a half-yearly basis using interim and annual financial statements.</p> <p>The Equity <i>Ratio</i> will be greater than 20% throughout the life of the Bonds.</p> <p>For the purposes of the calculation of the equity/asset ratio, equity is calculated as the sum of the Issuer's paid-up share capital, share premium, reserves and retained earnings (profit/loss), and assets as the sum of the carrying amounts of all the Issuer's fixed, current and other assets. The indicator shall be recalculated at half-yearly intervals using interim and annual financial statements.</p> <p>The loan to value ratio (LTV) which represents the ratio between the sum of the nominal value of all Bonds issued and currently outstanding to the sum of value of the assets provided as</p>

Collateral to secure due performance of the Issuer's obligations under the Bonds must not exceed 0.91.

In the event of the LTV ratio falling below 0.7, the Issuer shall be entitled to request the Trustee and the Trustee shall authorise the release of the pledge/mortgage over a portion of the assets pledged as Collateral, provided that after such mortgage/pledge release the LTV with the remainder Collateral shall remain at or above 0.7. The Trustee shall not be required to obtain the approval of the Bondholders' Meeting for such consent/authorisation.

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The funds raised for the Bonds may only be used for:

- (i) refinancing of up to EUR 478,000 of the Issuer's indebtedness to AB Šiaulių bankas, of which (a) EUR 396,000 incurred to finance the acquisition of premises located at Brastos g. 22-104, Kaunas; and (b) EUR 77,900 bridge financing to complete the acquisition of the real estate property located at Baltų pr. 49B, Kaunas, Lithuania, so that this property can be pledged to secure the Issuer's payment obligations under the Bonds; and (c) accrued and payable interest on the amounts to be repaid;
- (ii) refinancing up to EUR 155 000 of financial commitments of the Issuer's existing related parties, which were incurred in order to obtain partial financing for the refinancing of a land plot located at Savanorių pr. 292D, Kaunas;
- (iii) acquisition of new real estate (land and premises) where the Issuer's clinic activities will be carried out, as well as fitting out of the acquired properties;
- (iv) To purchase equipment for clinics;
- (v) Financing for the acquisition of companies active in the provision of dental and other medical services/managing the physical assets of dental and/or other medical clinics;
- (vi) up to EUR 90,000 to cover the costs of issuing and distributing the Bonds.

The Bond proceeds remaining after the amounts referred to in items (i)-(ii) and (vi) have been used for the purposes set out in those items will be lent by the Issuer to the Issuer's affiliate E. Kunčiuvienė personal company, which will use such proceeds to invest in and lease to the Issuer the assets referred to in items (iii)-(v). The Issuer may also invest directly in the assets referred to in (v).

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**Other liabilities of the Issuer**

Until the Bonds are redeemed in full, the Issuer will not, without the prior written consent of the Trustee, change its legal form or state of incorporation, nor undertake any merger, demerger, division or other business combination or reorganisation involving the assets and liabilities of the Issuer, nor will it change its principal activity (i.e., the operation of the Dental Clinics), except for the possibility of expanding the Issuer's clinic operations beyond dental services into medical and other medical services.

The Trustee shall give its consent if the actions for which consent is given will not materially adversely affect the ability of the Issuer to meet its financial obligations under the Bonds in a proper and timely manner and/or the taking of such actions will not result in a breach of the Issuer's financial obligations under the Bonds.

The Issuer's obligation set out in this clause does not in any way limit the right of the Issuer's shareholders to implement the soon-to-be-planned transformation of the Issuer and its affiliated companies into a group of companies, whereby UAB Vilniaus odontologija, E. Kunčiuvienė's personal company, and UAB Neodenta projektai will become the subsidiaries of

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UAB NeoHorizon Holdings LLC. In the event of a change of ownership of the immovable property which, pursuant to the Main Bond Terms, is/will be pledged to secure the Issuer's payment obligations under the Bonds, the Issuer undertakes to ensure that the mortgage/pledge of such property remains pledged in favour of the Bondholders until the Issuer's payment obligations under the Bonds have been fully discharged as provided for in the terms of the Bonds (unless the relevant mortgage/pledge is terminated by any other reason set out in the terms of the Bonds, e.g., upon the attainment of a certain level of LTV ratio). If the consent of the Bondholders would be required for the performance of any action relating to such restructuring of the corporate structure of the Issuer (e.g., to change the ownership of the mortgaged property while maintaining the mortgage), such consent will be issued and any action specified therein will be taken by the Trustee on behalf of the Bondholders, and the consent of the meeting of the Bondholders is not/will not be required.

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The Issuer will not dispose of a substantial part of the assets of the Issuer without the prior written consent of the Trustee until the Bonds are redeemed in full. A material part is defined as an asset with a value of more than 30% of the equity of the Company.

The Trustee shall have the right to grant consent at its discretion, provided that the actions for which consent is granted do not materially adversely affect the Issuer's ability to meet its financial obligations under the Bonds in a timely and proper manner and/or the taking of such actions does not result in a breach of the Issuer's financial obligations under the Bonds.

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The Issuer undertakes to provide the Trustee with the Issuer's interim (semi-annual, unaudited) and annual financial statements prior to the redemption of the Bonds in full. The 6-month and 12-month interim financial statements shall be submitted no later than 3 months after the end of the reporting period and the annual audited financial statements no later than 31 May of the following calendar year.

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#### Events of default

The Bondholders' Meeting shall have the right, in the manner and in the cases set out below, to resolve that the Bonds shall be redeemed at the request of the Bondholders prior to the Final Maturity Date if any of the following events (**Event of Default**) occurs:

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Any amount due to the Bondholders has not been paid within 20 business days of the relevant payment date, unless the failure to pay is due to Force Majeure circumstances.

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The Issuer shall not ensure the proper performance of any of the Issuer's financial covenants set out above unless the Issuer has remedied the situation within 6 months after the earlier of (i) the Issuer knew or should have known of such default; or (ii) the Trustee informed the Issuer of the observed breach and required it to remedy it.

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The Issuer fails to provide the Collateral within the time limits specified in the Main Bond Terms and/or the material terms of the Collateral do not comply with the terms and conditions set out in the Bond offering documents, unless the Issuer has remedied the situation within 30 business days after (i) the Issuer became or should have become aware of such default; or (ii) the Trustee informed the Issuer of the observed breach and required it to cure the breach, whichever is the earlier.

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The Issuer breaches any other Issuer's obligations set out above unless the Issuer has remedied the situation within 30 business

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days after the earlier of (i) the Issuer knew or ought to have known of such default; or (ii) the Trustee informed the Issuer of the observed breach and required it to remedy it.

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An final and appealable court judgment of last instance has entered into force declaring the Issuer insolvent and/or the Issuer is unable, or admits that it is unable, to pay all of its debts as they fall due or is declared to be unable to pay all of its debts in accordance with the applicable law, suspends payment of all its debts altogether or, for actual or foreseeable financial reasons, enters into negotiations with all of its creditors for the rescheduling of its financial indebtedness in the event of actual or foreseeable financial difficulties or the Issuer's assets are worth less than its liabilities (after taking into account contingent and prospective liabilities).

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Any proceedings (at the initiative of the Company and/or third parties) relating to:

- the appointment of a liquidator, receiver or other similar officer for the Company's assets;
- any analogous proceeding or action in any jurisdiction against the Company;
- insolvency, liquidation, bankruptcy or restructuring of (whether by voluntary arrangement, scheme of arrangement or otherwise);

is commenced, except for proceedings or petitions which are contested in good faith by the Issuer and terminated, suspended or dismissed within 60 business days of their commencement or, if earlier, the date of their publication.

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Other creditors of the Issuer reasonably in accordance with the terms of the agreements between the Issuer and such creditors and applicable law:

- (i) accelerated the Issuer's financial obligations of more than EUR 1,000,000 and the Issuer has failed to remedy the situation (i.e. repay the amount required to be repaid/payable, negotiate an extension of time with the creditor, etc.) within the additional grace periods afforded to the Issuer by such creditor; and/or
- (ii) creditors have started foreclosing on the assets pledged to them;

other than claims and/or recovery proceedings which are contested in good faith by the Issuer and shall be terminated, suspended or dismissed within 90 business days of their commencement or, if earlier, the date on which they are published.

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**Impossibility or illegality**

The Bondholders' Meeting shall have the right to resolve that the Bonds shall be redeemed at the request of the Bondholders prior to their Final Maturity Date if:

- it is or becomes impossible or unlawful for the Issuer to perform any of its obligations under the Bonds and/or their Collateral Documents; and/or
  - The security instrument(s) for the Bonds becomes illegal and/or void and/or unenforceable unless the Issuer has, not later than 30 business days after becoming aware of such circumstances, provided alternative collateral in favour of the Bondholders of an equivalent value to collateral which became illegal, void, unenforceable.
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**ANNEX TO AND INSEPARABLE PART OF THE INFORMATION DOCUMENT OF UAB NEODENTA 3 M.  
BOND ISSUE**

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<b>Bondholder trustee</b>	Audifina UAB, a private limited liability company established and operating under the laws of the Republic of Lithuania, legal entity code 125921757, whose registered office address is A. Juozapavičiaus g. 6, LT-09310 Vilnius
<b>Lead manager, securities accountant, and certified adviser</b>	UAB FMI "Orion securities", legal entity code 122033915, registered office at Antano Tumėno g. 4, Vilnius, Lithuania
<b>Applicable law</b>	Republic of Lithuania
<b>Dispute resolution</b>	All disputes relating to or arising out of the Bonds shall be finally settled by the courts of the Republic of Lithuania of competent jurisdiction.

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