Demerger Plan

The Board of Directors of the company currently registered as Lassila & Tikanoja Oyj (the "**Demerging Company**") proposes to the General Meeting of the Demerging Company that the General Meeting would resolve upon the partial demerger of the Demerging Company, so that all assets, debts, and liabilities of the Demerging Company relating to the circular economy business area or mainly serving the circular economy business area of the Demerging Company, as described below in more detail (the "**Circular Economy Business Area**") be transferred without a liquidation procedure to a company to be incorporated in the demerger (the "**Receiving Company**"), as set forth in this demerger plan (the "**Demerger Plan**") (the "**Demerger**").

In connection with the Demerger, the Receiving Company is proposed to be named Lassila & Tikanoja Oyj. The Demerging Company is proposed to be named Luotea Oyj, as set forth in Section 3.1 of this Demerger Plan.

As demerger consideration, the shareholders of the Demerging Company will receive new shares of the Receiving Company in proportion to their existing shareholdings. The Demerging Company shall not be dissolved as a result of the Demerger.

The planned date of registration of the completion of the Demerger (the "**Effective Date**") is on or about 31 December 2025, as set forth in in Section 21 of the Demerger Plan. The actual Effective Date may yet change from the aforesaid date.

The Demerger shall be carried out in accordance with Chapter 17 of the Finnish Companies Act (624/2006, as amended) (the "**Finnish Companies Act**") and Section 52 c of the Finnish Business Income Tax Act (360/1968, as amended) as a tax-neutral demerger, of which the Demerging Company has received a legally binding advance ruling from the Finnish Tax Administration.

1 Companies Participating in the Demerger

1.1 Demerging Company

Company name:	Lassila & Tikanoja Oyj
Proposed company name:	Luotea Oyj
Business ID:	1680140-0
Address:	Kutomotie 2, 00380 Helsinki
Domicile:	Helsinki, Finland

The Demerging Company is a public limited liability company, the shares of which are traded on the official list of Nasdaq Helsinki Ltd ("**Nasdaq Helsinki**").

1.2 Receiving Company

Future company name:	Lassila & Tikanoja Oyj
Business ID:	To be issued after the registration of the Demerger Plan
Address:	Valimotie 16, 00380 Helsinki
Domicile:	Helsinki, Finland

The Receiving Company is a public limited liability company to be incorporated as a result of the Demerger, whose shares are intended to primarily apply for listing on the official list of Nasdaq Helsinki.

The Demerging Company and the Receiving Company are hereinafter jointly referred to as the "**Parties**" or the "**Companies Participating in the Demerger**".

2 Reasons for the Demerger

The purpose of the partial demerger of the Demerging Company is to carry out the separation of the Demerging Company's core businesses circular economy businesses and facility services businesses into two standalone companies. As a part of this arrangement, the Receiving Company will be listed as a new publicly listed company. According to the assessment of the Board of Directors of the Demerging Company, separating the Circular Economy and Facility Service business areas could increase shareholder value by enabling each business to more effectively execute its own focused strategies and growth opportunities.

According to the assessment of the Board of Directors of the Demerging Company, the Demerger is expected to enhance the performance of Receiving Company's and the Demerging Company's businesses through improved agility, independent decision-making and stronger management focus. As two separate entities, the Receiving Company and the Demerging Company are also positioned to grow faster, both organically and inorganically, thanks to a more efficient capital allocation strategy.

The Board of Directors of the Demerging Company believes that demerging into two separate companies would increase the attractiveness of the companies and facilitate the valuation of the businesses. Additionally, the separation would clarify management, simplify company structures, increase transparency and clarify responsibilities.

3 Proposals for the Articles of Association of the Demerging Company and the Receiving Company

3.1 Articles of Association of the Demerging Company

It is proposed to the General Meeting of the Demerging Company resolving on the Demerger, that the Articles of Association of the Demerging Company be amended upon the registration of the completion of the Demerger.

Given that the Receiving Company is proposed to be named Lassila & Tikanoja Oyj (as set forth in Section 3.2 of this Demerger Plan), the Board of Directors of the Demerging Company intends to propose to the General Meeting of the Demerging Company to be convened prior to the Effective Date that the Articles of Association of the Demerging Company be amended to adopt a new company name and an English parallel company name (in Finnish: *rinnakkaistoiminimi*) for the Demerging Company. The proposed new company name is expected to be Luotea Oyj and the parallel company name Luotea Plc.

A proposal for the Articles of Association of the Demerging Company, which shall enter into force upon the registration of the completion of the Demerger on the Effective Date, is contained in **Appendix 1** of this Demerger Plan.

The Demerger process does not limit the authority of the General Meeting of the Demerging Company to resolve on any other amendments to the Articles of Association of the Demerging Company.

3.2 Articles of Association of the Receiving Company

A proposal for the Articles of Association of the Receiving Company, which shall enter into force upon the registration of the completion of the Demerger on the Effective Date, is contained in **Appendix 2** of this Demerger Plan.

4 Proposals for the Appointment of Members of Administrative Bodies of the Receiving Company

4.1 Board of Directors and Auditor of the Receiving Company and Their Remuneration

The Board of Directors of the Demerging Company shall make proposals to the General Meeting resolving on the Demerger concerning the confirmation of the number of members of the Board of Directors, the election of the members of the Board of Directors and the auditor of the Receiving Company as well as their remuneration. The above-mentioned proposals shall not be binding on the General Meeting of the Demerging Company resolving on the Demerger.

According to the proposed Articles of Association of the Receiving Company, the Receiving Company shall have a Board of Directors comprising of a minimum of three (3) and a maximum of eight (8) members. According to the Articles of Association of the Receiving Company, the Board members' term of office expires at the end of the next Annual General Meeting following their election.

The number of the members of the Board of Directors of the Receiving Company shall be confirmed and the members of the Board of Directors shall be elected by the General Meeting of the Demerging Company resolving on the Demerger. Should there exist a need to amend the resolutions made by the General Meeting prior to the Effective Date, the Demerging Company may convene a new General Meeting to resolve on the amendments.

The Board of Directors of the Demerging Company proposes, on the recommendation of the Shareholders' Nomination Board, that Jukka Leinonen be elected as Chair of the Board of Directors, that Sakari Lassila be elected as Vice Chair of the Board of Directors, and that Tuija Kalpala, Teemu Kangas-Kärki and Anna-Maria Tuominen-Reini be elected as members of the Board of Directors of the Receiving Company.

The term of such members of the Board of Directors shall commence on the Effective Date and expire at the end of the first Annual General Meeting of the Receiving Company following the Effective Date. The directorship in the Demerging Company of such then current members of the Board of Directors of the Demerging Company that are elected as members of the Board of Directors of the Receiving Company will end on the Effective Date.

The Board of Directors of the Demerging Company may amend its proposal concerning the composition of the Board of Directors of the Receiving Company if a proposed member of the Board of Directors withdraws their consent or otherwise must be replaced by another person.

According to the proposed Articles of Association of the Receiving Company, the Receiving Company's auditor must be an audit firm, and the principal auditor appointed by the audit firm must be an Authorised Public Accountant (in Finnish: *KHT-tilintarkastaja*). The Receiving Company's auditor is elected by the General Meeting of the Demerging Company resolving on the Demerger. The resolution may be amended by a later General Meeting of the Demerging Company prior to the Effective Date, if necessary.

According to the proposed Articles of Association of the Receiving Company, the Receiving Company's verifier of the Receiving Company's sustainability report must be a sustainability audit firm, and the principal verifier appointed by the firm must be an Authorised Sustainability Auditor (in Finnish: *KRT-tarkastaja*). The Receiving Company's verifier of the sustainability report is elected by the General Meeting of the Demerging Company resolving on the Demerger. The resolution may be amended by a later General Meeting of the Demerging Company prior to the Effective Date, if necessary.

Resolutions on the remuneration of the Receiving Company's Board of Directors, auditor, and sustainability reporting assurance provider, will be made by the General Meeting of the Demerging Company resolving on

the Demerger. The Receiving Company shall be solely responsible for paying the remuneration of the Receiving Company's Board of Directors, auditor, and verifier of the sustainability report, and all other costs and liabilities related thereto also as regards the remuneration or any cost or liability that may potentially relate wholly or partially to the period preceding the Effective Date.

4.2 President and CEO of the Receiving Company

The President and CEO of the Receiving Company shall be appointed by the Board of Directors of the Demerging Company prior to the completion of the Demerger.

A President and CEO's service agreement, which will be consistent with customary practice, shall be entered into with the person appointed as the President and CEO of the Receiving Company. Said President and CEO's service agreement, together with all of the rights and obligations thereunder, shall transfer to the Receiving Company on the Effective Date. The Receiving Company shall be solely responsible for paying the remuneration and all other costs and liabilities related to the President and CEO as set out in said President and CEO's service agreement, including with regard to such remuneration, cost or liability that may relate wholly or partially to the period preceding the Effective Date.

Eero Hautaniemi has been proposed to be appointed as the President and CEO of the Receiving Company, should the Demerger be executed. In the event that the President and CEO of the Receiving Company resigns, is dismissed or otherwise must be replaced by another person prior to the Effective Date, the Board of Directors of the Demerging Company shall have the right to appoint a new President and CEO of the Receiving Company up until the Effective Date. Thereafter, the Board of Directors of the Receiving Company has the right to appoint the President and CEO of the Receiving Company.

5 Demerger Consideration and Timing of Its Issue

5.1 Demerger Consideration

The shareholders of the Demerging Company shall receive as demerger consideration one (1) new share in the Receiving Company for each share owned in the Demerging Company (the "**Demerger Consideration**"), that is, the Demerger Consideration will be issued to the shareholders of the Demerging Company in proportion to their existing shareholding with a ratio of 1:1. There will be a corresponding one (1) share class in the Receiving Company as in the Demerging Company, and the shares of the Receiving Company will not have a nominal value.

No other consideration will be issued to the shareholders of the Demerging Company in addition to the above-mentioned Demerger Consideration to be issued in the form of shares in the Receiving Company.

In accordance with Chapter 17, Section 16, Subsection 3 of the Finnish Companies Act, no Demerger Consideration shall be issued to any treasury shares held by the Demerging Company.

5.2 Timing of Issue of the Demerger Consideration

The Demerger Consideration will be issued to the shareholders of the Demerging Company on the Effective Date or as soon as possible thereafter. The Demerger Consideration will be issued through the book-entry securities system maintained by Euroclear Finland Oy, in such manner that the shares issued by the Receiving Company are issued using the ratio specified in this Demerger Plan based on the number of shares issued by the Demerging Company and registered in the book-entry accounts of the Demerging Company's shareholders on the Effective Date. The Demerger Consideration will be distributed automatically, and no action is required from the shareholders of the Demerging Company in relation thereto.

The allocation of the Demerger Consideration is based on the shareholding in the Demerging Company on the Effective Date. The final total number of shares in the Receiving Company issued as Demerger Consideration will be determined based on the number of shares in the Demerging Company held by shareholders, other than the Demerging Company itself, on the Effective Date. On the date of this Demerger Plan, the Demerging Company holds 587,150 of its own shares as treasury shares. According to the situation as at the date of this Demerger Plan, the total number of shares in the Receiving Company to be issued as Demerger Consideration would therefore be 38,211,724 shares. The final total number of shares may be affected by, among other things, any change concerning the shares issued by the Demerging Company, including, for example, the Demerging Company issuing new shares or acquiring its own shares prior to the Effective Date. Shares may be transferred prior to the Effective Date for instance in order to pay share rewards in accordance with share-based incentive plans referred to in Section 7.

6 Option Rights and Other Special Rights Entitling to Shares

The Demerging Company has not issued any option rights or other special rights referred to in Chapter 10, Section 1 of the Finnish Companies Act that would entitle their holder to subscribe for shares in the Demerging Company.

7 Share-Based Incentive Plans of the Demerging Company

The Demerging Company has the following share-based incentive plan under which share rewards remain to be paid on the date of this Demerger Plan:

- Performance-based share incentive plan 2023–2027, which includes three-year performance periods 2023–2025, 2024–2026, and 2025–2027 (the "**Performance Share Plan**"). During the performance periods, performance is measured based on the criteria set by the Demerging Company. The value of the rewards payable based on the ongoing performance periods corresponds to a maximum of 649,152 shares of the Demerging Company. The rewards payable based on the performance periods will be paid no later than five months after the end of the performance period in a combination of shares and cash.

The Board of Directors of the Demerging Company has resolved on the effects of the Demerger on the Performance Share Plan's performance periods in accordance with the terms of the Performance Share Plan. For the 2023–2025 performance period of the Performance Share Plan, the result is calculated as per the number of the Demerging Company's shares and confirmed in euros. The reward amount earned in euros is converted into shares of the Performance Share Plan participant's employer company at the time of payment.

Upon the completion of the Demerger, the Receiving Company intends to continue the Demerging Company's existing Performance Share Plan on substantially the same terms, but with the amendment that the rewards will be in Receiving Company's shares instead of the Demerging Company's shares and the rewards payable expressed in number of Receiving Company's shares will be adjusted accordingly. The rewards payable under the current Performance Share Plan for the performance periods 2024–2026 and 2025–2027 will be converted into the Receiving Company's shares based on the formation of the price of the Receiving Company's shares after the listing of the Receiving Company.

The Board of Directors of the Demerging Company and the Board of Directors of the Receiving Company shall separately resolve on any other effects of the Demerger on the details of the performance periods 2024–2026 and 2025–2027 of the Performance Share Plan, such as performance criteria after the implementation of the Demerger.

8 Other Consideration

Apart from the Demerger Consideration to be issued in the form of new shares in the Receiving Company, as set forth in Section 5 above, no other consideration will be distributed to the shareholders of the Demerging Company.

9 Share Capital of the Receiving Company

The share capital of the Receiving Company will be EUR 80,000.00.

10 Assets, Liabilities and Equity of the Demerging Company and Circumstances Impacting Their Valuation

The description of assets, liabilities, and equity of the Demerging Company as at 30 June 2025 is set forth in the unaudited balance sheet of the Demerging Company as at 30 June 2025, which is contained in **Appendix 3** of this Demerger Plan.

The assets and liabilities on the balance sheet of the Demerging Company have been booked and valued in compliance with the provisions of the Finnish Accounting Act (1336/1997, as amended) (the "**Finnish Accounting Act**") and good accounting practice. There have been no substantial changes in the financial status or the liabilities of the Demerging Company between the aforementioned date of the balance sheet and the date of this Demerger Plan.

11 Allocation of the Demerging Company's Assets and Liabilities Between Companies Participating in the Demerger, Intended Effect of the Demerger on the Balance Sheet of the Receiving Company and Accounting Methods Applied in the Demerger

11.1 Assets and Liabilities Transferring to the Receiving Company

In the Demerger, the Demerging Company's Circular Economy Business Area , that is, all such (including known, unknown, and conditional) assets, debts, and liabilities (including agreements, offers, offer requests, and undertakings) of the Demerging Company existing on the Effective Date that belong to the Demerging Company's Circular Economy Business Area, and any items that replace or substitute such items, as well as certain general assets and liabilities of the Demerging Company, shall transfer to the Receiving Company. Said general assets and liabilities shall be allocated primarily in accordance with the principle of primacy, i.e. in accordance with which company's business it primarily relates to, or according to the employee utilising the asset in question. In addition to the assets recorded on the balance sheet, off-balance-sheet business value, which includes, among other things, customer relationships and employee expertise will also be transferred to the Receiving Company.

A proposal regarding the allocation of the Demerging Company's assets, debts, and liabilities to the Receiving Company in accordance with this Demerger Plan is presented in the preliminary presentation of the balance sheets of the Demerging Company and the Receiving Company contained in **Appendix 3** of this Demerger Plan.

The figures contained in **Appendix 3** are based on the unaudited financial information of the Demerging Company for the six-month period ended 30 June 2025. The final effect of the Demerger on the balance sheets of the Companies Participating in the Demerger will be determined based on the situation on the Effective Date. The assets, debts, and liabilities transferring to the Receiving Company include, among other things, the following most significant items:

(a) All shares in the Demerging Company's directly owned subsidiaries belonging to the Circular Economy Business Area, as well as the direct and indirect subsidiaries of such companies (including any subsidiaries belonging to the Circular Economy Business Area that may be transferred, incorporated or registered between the signing date of this Demerger Plan and the Effective Date), including the following companies and their subsidiaries:

(i) L&T Ympäristöpalvelut Oy;

(ii) L&T Teollisuuspalvelut Oy;

(iii) Suomen Keräystuote Oy; and

(iv) Sand & Vattenbläst i Tyringe AB.

(b) The shares in the joint venture Laania Oy directly owned by the Demerging Company and belonging to the Circular Economy Business Area, and.

(c) The Demerging Company's receivables from subsidiaries transferring to the Receiving Company, and their direct and indirect subsidiaries as well as the Demerging Company's liabilities to such entities, to the extent that they relate to the Demerging Company's group cash pool arrangements. The Receiving Company shall receive such portion of the cash and cash equivalents of the Demerging Company that, according to the Demerging Company's assessment, represents an amount that is appropriate for the Receiving Company's operations and working capital needs upon the completion of the Demerger.

(d) In addition to Subsection (c) above, all the Demerging Company's receivables from and liabilities to those of its subsidiaries that will transfer to the Receiving Company and their direct and indirect subsidiaries, including, for example, dividend and group contribution receivables, and all other short-term receivables, including trade receivables as well as prepaid expenses and accrued income, to the extent that they relate to the Circular Economy Business Area. To the extent that such receivables cannot be transferred, a mutual debt relationship between the Demerging Company and the Receiving Company will be established.

(e) The Demerging Company's liabilities to subsidiaries transferring to the Receiving Company, as well as all other current liabilities related to the Circular Economy Business Area, including trade payables as well as prepaid expenses and accrued liabilities. To the extent that such liabilities cannot be transferred, a mutual debt relationship shall be established between the Demerging Company and the Receiving Company.

(f) Tangible assets related to the Demerging Company's Circular Economy Business Area, including for example such machinery and equipment related to or being used by the business area in question.

(g) Intangible assets related to the Demerging Company's Circular Economy Business Area, including for example capitalised expenses for such information and communication systems that relates to or are used by the business area in question.

(h) Trade names, trademarks and other intellectual property rights (including domain names) held by the Demerging Company that contain the word "LASSILA & TIKANOJA" or derivative forms thereof, as well as any other intellectual property rights held by the Demerging Company that belong to the Circular Economy Business Area, such as, for example, trademarks, copyrights, patents, utility models, design rights, domain names and business knowhow (including intellectual property rights containing the word "BAJAMAJA" or derivative forms thereof), regardless of whether such rights can be or have been registered.

(i) The Demerging Company's liabilities to parties other than the Companies Participating in the Demerger (i) that relate to the Circular Economy Business Area and/or (ii) regarding which it has been agreed with the creditors in question that the liabilities or parts thereof shall be allocated to the Receiving Company or the directly or indirectly owned subsidiaries transferring to it pursuant to Section 11.1(a) of this Demerger Plan.

(j) The Demerging Company's EUR 75,000,000 senior unsecured notes due 2028 with ISIN code FI4000523022, if the noteholders consent to the proposed amendments to the terms and conditions of the notes, and the EUR 80 million bridge facility for the aforementioned unsecured notes.

(k) In addition to Subparagraph (i) above, the interest-bearing debts of the Demerging Company, such as the EUR 35 million term loan and the EUR 40 million revolving credit facility, as set forth in **Appendix 3**.

(l) To the extent that loans taken out for the general financing or other liabilities relating to the transferring Circular Economy Business Area are not transferrable, a mutual debt relation will be established between the Demerging Company and the Receiving Company. On the date of this Demerger Plan, the Demerging Company has issued commercial papers related to the Circular Economy Business Area in the amount of EUR 10 million, for which a mutual debt relation will be established between the Demerging Company and the Receiving Company in the Demerger, if necessary.

(m) Lease liabilities relating to the Circular Economy Business Area.

(n) The Demerging Company's Performance Share Plan, as set forth in Section 7 of this Demerger Plan, and all rights and obligations related to and resulting from its terms and conditions, to the extent that they relate to the personnel that transfer to the service of the Receiving Company pursuant to Section 22.2 of this Demerger Plan and the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company transferring to the Receiving Company in accordance with Section 11.1(a) of this Demerger Plan. This Demerger Plan in no way limits the right of the Board of Directors of the Demerging Company to amend the terms and conditions of the incentive plans in accordance with the same prior to the Effective Date.

(o) Agreements and other liabilities arising out of employment and service relationships that concern (a) the personnel at the service of the Demerging Company at the time of the completion of the Demerger that transfer to the service of the Receiving Company pursuant to Section 22.2 of this Demerger Plan or (b) the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company transferring to the Receiving Company in accordance with Section 11.1(a) of this Demerger Plan. Similar transfer will occur with regard to the post-employment benefit obligations of employees relating to the Circular Economy Business Area.

(p) Tax receivables, debts, and liabilities of the Demerging Company related to the Circular Economy Business Area.

(q) Guarantee obligations and liabilities arising out of counterindemnities given to guarantors that relate to the Circular Economy Business Area, including, with respect to obligations and liabilities that also cover the Demerging Company's businesses other than the Circular Economy Business Area, such portions thereof that are directly related to the Circular Economy Business Area.

(r) Liabilities related to a prospectus or an exemption document to be prepared in connection with the Demerger pursuant to the Prospectus Regulation (EU) 2017/1129 and the Commission's delegated regulations related thereto, or otherwise relating to the offering or admission to trading of the shares in the Receiving Company in connection with the Demerger.

The Demerger is not conducive to compromising the repayment of debts transferring to the Receiving Company. According to the management of the Demerging Company, sufficient working capital will be transferred to the Receiving Company in the Demerger, and the cash flows generated by the business will be sufficient to cover the repayment of debts.

The Demerging Company will be subject only to secondary liability, as set forth in Chapter 17, Section 16, Subsection 6 of the Finnish Companies Act, for any known, unknown, and conditional liabilities transferring to the Receiving Company, except where there is an agreement or will be an agreement with a creditor regarding the limitation of even such secondary liability (including the elimination of such liability), in which case such agreed limitation of liability (or the elimination of such liability) shall be applied to the Demerging Company's liability towards the creditor in question. The Demerging Company shall not be subject to secondary liability, as set forth in Chapter 17, Section 16, Subsection 6 of the Finnish Companies Act, for any guarantee obligation transferring to the Receiving Company, other than any guarantee obligation that is considered a liability on the Effective Date pursuant to the aforementioned provision.

11.2 Assets and Liabilities Remaining with the Demerging Company in the Demerger

In the Demerger, the Demerging Company's Facility Services Finland & Facility Services Sweden business areas, that is, all such (including known, unknown and conditional) assets, debts, and liabilities (including agreements, offers, offer requests, and undertakings) of the Demerging Company existing on the Effective Date that relate to the Facility Services Finland & Facility Services Sweden business areas, as well as any items that replace or substitute such items, and any other items not referred to in Section 11.1 above, shall remain with the Demerging Company, including, among other things, the following most significant items:

(a) All shares in the Demerging Company's directly owned subsidiaries not belonging to the Circular Economy Business Area, as well as the direct and indirect subsidiaries of such companies (including any subsidiaries other than those belonging to the Circular Economy Business Area that may be transferred, incorporated or registered between the signing date of this Demerger Plan and the Effective Date).

(b) The Demerging Company's receivables from and liabilities to those subsidiaries that shall remain in its ownership pursuant to Section 11.2(a) and the direct and indirect subsidiaries of such companies, including, among other things, dividend- and group contribution receivables, and all other current receivables, including trade receivables as well as prepaid expenses and accrued income, insofar as such receivables or liabilities have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.

(c) The liabilities of the Receiving Company to the subsidiaries that shall remain with the Demerging Company, as well as all other current liabilities, including accounts payable as well as prepaid expenses and accrued liabilities, which have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.

(d) Such loan agreements entered into by the Demerging Company or its group companies with parties other than the Companies Participating in the Demerger that have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.

(e) The Demerging Company's existing banking relationships, loan facilities, and liabilities under any financial agreements, except for the agreements and obligations that will be transferred to the Receiving Company in accordance with Section 11.1. The Demerging Company will therefore retain, among other things, the Demerging Company's EUR 5 million term loan, the EUR 10 million revolving credit facility, which is undrawn at the date of this Demerger Plan, and the EUR 100 million commercial papers program, as set forth in **Appendix 3**.

(f) The Demerging Company's tangible assets other than those that have been specified to be transferring to the Receiving Company in accordance with Section 11.1.

(g) The Demerging Company's intangible assets other than those that have been specified to be transferring to the Receiving Company in accordance with Section 11.1.

(h) The Demerging Company's Performance Share Plan, as set forth in in Section 7, and all rights and obligations related to and resulting from its terms and conditions, to the extent that they relate to the personnel that remain at the service of Demerging Company pursuant to Section 22.2 of this Demerger Plan or the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company that shall remain in its ownership pursuant to Section 11.2(a). This Demerger Plan in no way limits the right of the Board of Directors of the Demerging Company to amend the terms and conditions of the incentive plans in accordance with the same prior to the registration of the completion of the Demerger.

(i) Agreements and other liabilities arising out of employment and service relationships that concern the personnel at the service of the Demerging Company at the time of the completion of the Demerger other than (i) the personnel that transfer to the service of the Receiving Company pursuant to Section 22.2 of this Demerger Plan and (ii) the personnel with an employment or service relationship at the time of the completion of the Demerger with a direct or indirect subsidiary of the Demerging Company transferring to the Receiving Company in accordance with Section 11.1(a) of this Demerger Plan.

(j) Such tax receivables, debts, and liabilities of the Demerging Company that have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.

(k) Guarantee obligations and liabilities arising out of counterindemnities given to guarantors, insofar as they have not been specified to be transferring to the Receiving Company in Section 11.1 of this Demerger Plan.

The Receiving Company shall be subject only to secondary liability, as set forth in Chapter 17, Section 16, Subsection 6 of the Finnish Companies Act, for any known, unknown, and conditional liabilities remaining with the Demerging Company, except where there is an agreement or will be an agreement with a creditor regarding the limitation of even such secondary liability (including the elimination of such liability), in which case such agreed limitation of liability (or the elimination of such liability) shall be applied to the Receiving Company's liability towards the creditor in question. The Receiving Company shall not be subject to secondary liability, as set forth in Chapter 17, Section 16, Subsection 6 of the Finnish Companies Act, for any guarantee obligation remaining with the Demerging Company other than any guarantee obligation that is considered a liability pursuant to the aforementioned provision on the Effective Date.

11.3 Valuation of Assets and Liabilities in the Demerger

The Demerging Company's assets, debts, and liabilities related to the Circular Economy Business Area allocated to the Receiving Company in this Demerger Plan will transfer to the Receiving Company on the

Effective Date. The Demerging Company's assets and liabilities have been booked and valued in accordance with the Finnish Accounting Act. In the Demerger, the Receiving Company shall record the transferring assets and liabilities in its balance sheet at the book values used by the Demerging Company on the Effective Date in compliance with the provisions of the Finnish Accounting Act and good accounting practice.

The equity to be formed in the Receiving Company in the Demerger, insofar that it exceeds the amount to be recorded into the share capital in accordance with Section 9 of this Demerger Plan, shall be recorded as an increase in retained earnings and invested unrestricted equity reserve.

The decrease in the book value Demerging Company's net assets caused by the Demerger will be recorded as a decrease in the Demerging Company's invested unrestricted equity reserve and retained earnings up to the amount corresponding to the total sum to be recorded as the Receiving Company's share capital, invested unrestricted equity reserve, and retained earnings, in accordance with Sections 9 and 11.

12 Share Capital and other Equity of the Demerging Company

On the date of this Demerger Plan, the share capital of the Demerging Company is EUR 19,399,437.00. The share capital of the Demerging Company is proposed to be decreased in connection with the Demerger from EUR 193,994,37.00 to EUR 1,000,000.00. The amount by which the share capital of the Demerging Company is decreased will be recorded in the Demerging Company's invested unrestricted equity reserve.

13 Matters Outside Ordinary Business Operations

The Demerger process shall not limit the Demerging Company's right to decide on matters of the Demerging Company and, until the Effective Date, of the Receiving Company (regardless of whether such matters are within the ordinary course of business or not), including, without limitation, the sale and purchase of shares and businesses, corporate reorganisations, distribution of dividend and other unrestricted equity, share issuances, acquisition or transfer of treasury shares, changes in share capital, making revaluations, internal group transactions and reorganisations as well the listing of the shares in the Receiving Company primarily on the official list of Nasdaq Helsinki, and other preparatory actions in relation to the Demerger as referred to in Section 22 of this Demerger Plan as well as other similar actions.

14 Capital Loans

The Demerging Company has not issued any capital loans, as defined in Chapter 12, Section 1 of the Finnish Companies Act.

15 Cross-Ownership and Treasury Shares

On the date of this Demerger Plan, the Demerging Company or its subsidiaries do not hold any shares in the Receiving Company because the Receiving Company will only be incorporated on the Effective Date. Therefore, on the date of this Demerger Plan, the Receiving Company does not have a parent company.

On the date of this Demerger Plan, the Demerging Company holds 587,150 of its own shares.

16 Account regarding Payment of Receivables of the Creditors of the Companies Participating in the Demerger

The creditors of the Demerging Company (i) whose receivables have arisen before the registration of this Demerger Plan with the Finnish Trade Register in accordance with Chapter 17, Section 5 of the Finnish Companies Act, or (ii) whose receivables may be collected without a judgement or decision being required, as provided in the Act on the Enforcement of Taxes and Public Payments (706/2007, as amended), and whose

receivable has arisen no later than on the Public Notice Due Date (as defined below) (the "**Creditors**"), shall have the right to object to the Demerger in accordance with Chapter 17, Section 6 of the Finnish Companies Act.

In accordance with Chapter 17, Section 6, Subsection 2 of the Finnish Companies Act, the registration authority shall issue a public notice (the "**Public Notice**") to the Creditors based on an application by the Demerging Company, mentioning the right of a Creditor to object to the Demerger by so informing the registration authority in writing no later than on the due date indicated in the Public Notice (the "**Public Notice Due Date**"). Should the Demerging Company not apply for the issuance of the Public Notice within one (1) month from the registration of this Demerger Plan with the Finnish Trade Register, the Demerger shall lapse. The registration authority shall publish the Public Notice in the Official Journal of Finland no later than three (3) months before the Public Notice Due Date and register the Public Notice of its own motion.

In accordance with Chapter 17, Section 7 of the Finnish Companies Act, the Demerging Company shall no later than one (1) month before the Public Notice Due Date send a written notification of the Public Notice to its known Creditors.

On the date of this Demerger Plan, the Receiving Company has no creditors because the Receiving Company shall only be incorporated on the Effective Date.

17 Business Mortgages

The assets of the Demerging Company are not subject to any business mortgages, as defined in the Finnish Act on Business Mortgages (634/1984, as amended).

There are no business mortgages pertaining to the assets of the Receiving Company, as the Receiving Company will be established only on the Effective Date.

18 Special Benefits and Rights in Connection with the Demerger

Except as set out in Section 4.1 of this Demerger Plan, no special benefits or rights, each within the meaning of the Finnish Companies Act, will be granted in connection with the Demerger to any members of the Board of Directors, the President, and CEOs or the auditors of either the Demerging Company or the Receiving Company, or to the auditor issuing a statement on this Demerger Plan (**Appendix 4**).

The remuneration of the auditor issuing a statement on this Demerger Plan is proposed to be paid in accordance with an invoice approved by the Board of Directors of the Demerging Company.

19 Authorisations to the Board of Directors of the Receiving Company Following the Completion of the Demerger

19.1 Authorisation to Issue Shares and Special Rights Entitling to Shares in the Receiving Company

The Board of Directors of the Receiving Company is authorised pursuant to this Demerger Plan to decide, following the completion of the Demerger, on the issuance of shares, as well as the issuance of option rights and other special rights entitling to shares pursuant to Chapter 10, Section 1, of the Finnish Companies Act, as follows:

Under the authorisation, new shares in the Receiving Company or shares possibly held by the Receiving Company may be issued in one or more instalments through a share issue and/or the issuance of option rights or other special rights entitling to shares as referred to in Chapter 10, Section 1 of the Finnish Companies Act, so that by virtue of the authorisation altogether 2,000,000 shares in the Receiving Company may be issued and/or conveyed. The authorisation would correspond to approximately 5.2 per cent of the Receiving

Company's registered shares upon the completion of the Demerger, assuming that the total number of the Receiving Company's shares to be issued as Demerger Consideration would be as described in Section 5.2 above.

The authorisation mat be used for the financing or execution of potential acquisitions or other arrangements or investments relating to the Receiving Company's business, for the implementation of the Receiving Company's share-based incentive plan or for other purposes resolved by the Board of Directors of the Receiving Company.

The authorisation entitles the Board of Directors of the Receiving Company to decide on all terms and conditions of the share issue and the issuance of special rights referred to in Chapter 10, Section 1 of the Finnish Companies Act. The authorisation thus includes the right to issue shares also in a proportion other than that of the shareholders' current shareholdings in the Receiving Company under the conditions provided in law, the right to issue shares against payment or without charge, as well as the right to decide on a share issue without payment to the Receiving Company itself, subject to the provisions of the Finnish Companies Act on the maximum amount of treasury shares.

The authorisation is valid until the conclusion of the first Annual General Meeting held by the Receiving Company following the completion of the Demerger.

19.2 Authorisation to Decide on Acquisition of the Receiving Company's own Shares and on Acceptance as Pledge of the Receiving Company's own Shares

The Board of Directors of the Receiving Company is authorised pursuant to this Demerger Plan to decide, following the completion of the Demerger, on the acquisition of the Receiving Company's own shares and on the acceptance as pledge of the Receiving Company's own shares as follows:

The authorisation covers in total a maximum of 2,000,000 of the Receiving Company's own shares. The size of the authorisation would correspond to approximately 5.2 per cent of the Receiving Company's registered shares upon the completion of the Demerger, assuming that the total number of the Receiving Company's shares to be issued as Demerger Consideration would be as described in Section 5.2 above. Only the unrestricted equity of the Receiving Company can be used to acquire own shares on the basis of the authorisation.

The Receiving Company's own shares will be repurchased otherwise than in proportion to the existing shareholdings of the Receiving Company's shareholders through trading on regulated market organised by Nasdaq Helsinki at the market price quoted at the time of the repurchase. The Receiving Company's shares will be acquired and paid for in accordance with the rules of the Nasdaq Helsinki and Euroclear Finland Ltd.

The purpose of the acquisitions of the Receiving Company's own shares and/or acceptances as pledge of the Receiving Company's own shares is to develop the Receiving Company's capital structure and/or to use the shares as consideration in the Receiving Company's potential corporate acquisitions, in other business arrangements, as part of the Receiving Company's share-based incentive plan, or to finance investments. The repurchased shares may either be held by the Receiving Company or be cancelled or conveyed. The Board of Directors of the Receiving Company decides on all other terms and conditions related to the share repurchases and/or acceptances as pledge.

The authorisation is valid until the conclusion of the first Annual General Meeting held by the Receiving Company following the completion of the Demerger.

20 Potential Resolution not to Complete the Demerger

The Board of Directors of the Demerging Company may, at any time prior to the completion of the Demerger, resolve not to complete the Demerger if the Board of Directors of the Demerging Company considers that completion would no longer be in the best interest of the Demerging Company and its shareholders due to a change in circumstances that has occurred or arisen after the Demerger Plan has been signed. In such case the Demerger shall lapse.

21 Planned Timeline and Registration Date of the Completion of the Demerger

The planned Effective Date is 31 December 2025. The actual Effective Date may change from said planned date, for example, if the circumstances relating to the Demerger require changes with respect to the above-mentioned contemplated timing or if the Board of Directors of the Demerging Company otherwise decides to apply for the Demerger to be registered prior to, or after, 31 December 2025.

The Demerging Company intends to apply for the Public Notice to the Creditors in connection with the registration of the Demerger Plan, and in any event within one (1) month from the registration of the Demerger Plan with the Finnish Trade Register. The registration authority sets the Public Notice Due Date of its own motion upon the Demerging Company having applied for the Public Notice. The Demerging Company will send written notifications of the Public Notice to its known Creditors no later than one (1) month before the Public Notice Due Date set by the registration authority.

The Board of Directors of the Demerging Company intends to propose to the shareholders of the Demerging Company that the shareholders resolve on the Demerger in the Demerging Company's Extraordinary General Meeting to be held in December 2025, and in any event within four (4) months from the registration of the Demerger Plan with the Finnish Trade Register.

22 Other Matters

22.1 Listing of Shares of the Receiving Company

The Receiving Company will apply for the listing of all shares in the Receiving Company primarily on the official list of Nasdaq Helsinki. The trading in the Receiving Company's shares on Nasdaq Helsinki will begin on 2 January 2026 or as soon as reasonably possible thereafter.

The Board of Directors of the Demerging Company has the right to resolve on the listing of the Receiving Company's shares and to take measures in preparation for the listing, including entering into agreements concerning the listing.

The Demerger will not affect the listing of, or trading in, the shares of the Demerging Company.

22.2 Transfer of Employees

Part of the personnel in the service of the Demerging Company will transfer to the service of the Receiving Company on the registration date of the completion of the Demerger, based on the Demerger or agreements in accordance with decisions made prior to the Effective Date by the Board of Directors or the President and CEO of the Demerging Company, after possible legal obligations relating to the implementation of the transfer have been fulfilled.

The Receiving Company shall assume the obligations arising out of the employment and service relationships of the transferring personnel in force on the Effective Date as well as the obligations resulting from the related benefits. The transferring personnel shall transfer to the service of the Receiving Company as so-called existing employees, to the extent possible under applicable law.

The obligations under any group level agreements binding the Demerging Company shall transfer, to the extent possible, to the Receiving Company insofar as they concern the employees of the Receiving Company or its directly or indirectly owned subsidiaries.

The Receiving Company shall be responsible for all obligations relating to the personnel transferring to it, such as any wages and fees, tax withholding, accumulated holidays, daily allowances, pension contributions and expense compensations, also to the extent the grounds for such obligations have arisen wholly or partially during the time period preceding the Effective Date but which remain unfulfilled on the Effective Date.

22.3 Preparatory Actions

The Board of Directors and the President and CEO of the Demerging Company may take any decisions that fall within their competence under the applicable law and concern the Circular Economy Business Area as well as take care of the actions in relation to the completion of the Demerger until the Effective Date.

22.4 Right of the Board of Directors and the President and CEO of the Demerging Company to Act on Behalf of the Receiving Company

As set out in Section 22.3 of this Demerger Plan, prior to the Effective Date, the President and CEO of the Demerging Company may enter into agreements facilitating the separation of the Circular Economy Business Area (such as financing agreements, transitional services agreements, licensing agreements and lease agreements), as well as agreements facilitating the initiation of the Receiving Company's operations.

The President and CEO of the Demerging Company may take above-mentioned decisions, enter into agreements and take other actions also on behalf of the Receiving Company.

Prior to the Effective Date, the Board of Directors of the Demerging Company may also take decisions, enter into agreements and take actions designated to the President and CEO of the Demerging Company under this Section 22.4 as well as take all such decisions, enter into agreements and take actions concerning the Circular Economy Business Area that fall within its competence under applicable law.

The rights and obligations of the Receiving Company based on decisions, agreements and other actions taken on behalf of the Receiving Company pursuant to this Section 22.4 will transfer to the Receiving Company on the Effective Date.

22.5 Capacity and Competence of the Receiving Company's Board of Directors and President and CEO prior to the Effective Date

Prior to the Effective Date, the Board of Directors and the President and CEO of the Receiving Company may only take such decisions as are separately assigned in this Demerger Plan to be made by the Board of Directors and the President and CEO of the Receiving Company or such decisions as the Board of Directors of the Demerging Company designates.

Prior to the Effective Date, the Board of Directors of the Receiving Company may, however, without separate direction from the Board of Directors of the Demerging Company, take decisions with regard to the Receiving Company that concern representation rights (authorisations to sign for the company, rights of representation per procuram, and other authorisations), bank accounts and necessary agreements and documents relating to the administration of a listed company, such as the charter of the Board of Directors and insider guidelines. The Board of Directors of the Demerging Company may also take such decisions concerning the Receiving Company prior to the Effective Date. The rights and obligations under these decisions will transfer to the Receiving Company on the Effective Date.

22.6 Agreements and Undertakings and Cooperation in Transfer of Rights and Obligations; Intra-Group Arrangements

All agreements and undertakings, issued and received offers and offer requests, and the rights and obligations pertaining thereto relating to the Circular Economy Business Area, will transfer to the Receiving Company in accordance with this Demerger Plan on the Effective Date. If the transfer of an agreement or an undertaking is subject to the consent of the contracting party or a third party, the Companies Participating in the Demerger shall use their best efforts to obtain such consent. If such consent has not been received by the Effective Date, the Demerging Company shall remain as the party to such agreement or undertaking but the Receiving Company shall fulfil the obligations related to such agreement or undertaking on its own behalf, at its own responsibility and at its own risk in the Demerging Company's name and, correspondingly, the Receiving Company shall receive the benefits related to such agreement or undertaking in a manner separately agreed by the Companies Participating in the Demerger.

22.7 Intellectual Property Rights of the Receiving Company

The Demerging Company shall within a twelve (12) month transition period from the Effective Date procure that (i) none of its directly or indirectly owned subsidiaries shall use any trade name, trademark or other intellectual property right that includes the words "Lassila & Tikanoja" or that may otherwise be confused with the Receiving Company's trade name, trademarks, or other intellectual property rights, and (ii) said subsidiaries shall cause the removal of such elements no later than twelve (12) months from the Effective Date.

22.8 Costs and Remuneration

Unless the Companies Participating in the Demerger separately agree otherwise or unless it is stipulated otherwise in this Demerger Plan (including Section 11), the following shall be applied to the allocation of the costs and remuneration related to the Demerger between the Parties:

(a) the Demerging Company shall be responsible for the costs and remuneration that relate directly to the Demerger process and its completion, including without limitation costs relating to, e.g., convening the General Meeting resolving on the Demerger, any Trade Register notifications required in connection with the Demerger, advisor fees related to the Demerger (unless otherwise stipulated below in this Section 22.8) and the fee payable to the auditor issuing their statement on this Demerger Plan;

(b) the Receiving Company shall be responsible for the costs relating to the listing of the shares in the Receiving Company and the creation of the shares in the book-entry securities system, including without limitation costs relating to, e.g., due diligence required for the listing, preparing a securities prospectus, as well as costs and fees invoiced by the Finnish Financial Supervisory Authority, Nasdaq Helsinki and Euroclear Finland Oy, regardless of when such costs may arise. If such costs arise prior to the Effective Date, the Demerging Company will invoice them from the Receiving Company after the Effective Date;

(c) the Receiving Company shall be responsible for the costs related to the commencement of the Receiving Company's operations, regardless of when such costs may arise. If such costs arise prior to the Effective Date, the Demerging Company will invoice them from the Receiving Company after the Effective Date;

(d) to the extent that current members of the Board of Directors of the Demerging Company will be elected to the Board of Directors of the Receiving Company and, following the Effective Date, will no longer be members of the Board of Directors of the Demerging Company, the Receiving Company shall reimburse the Demerging Company for such portion of the remuneration of such

current members of the Board of Directors of the Demerging Company that has already been paid by the Demerging Company and that relates to the time period following the Effective Date. The Demerging Company will invoice such remuneration portion from the Receiving Company after the Effective Date; and

(e) the Companies Participating in the Demerger shall each be responsible for one-half of the costs and remuneration that cannot be allocated based on Subsections (a)–(d) above, or that are not directly related to the operations of either of the Companies Participating in the Demerger.

22.9 Accounting Material

The accounting material of the Demerging Company shall remain in the ownership of the Demerging Company. However, insofar as such accounting material concerns the business of the Receiving Company prior to the completion of the Demerger, the Receiving Company shall have the right to obtain access to said material free of separate charge, including the right to make notes based on the documentation, make copies thereof and save it in electronic media, during ordinary office hours.

22.10 Language Versions

This Demerger Plan (including any applicable appendices) is an unofficial English language translation of the original document, which has been prepared and executed in Finnish. This English language translation has been drafted solely for information purposes. Should any discrepancies exist between the Finnish and the English versions, the Finnish version shall prevail.

22.11 Dispute Resolution

Any dispute, controversy or claim between the Companies Participating in the Demerger arising out of or relating to this Demerger Plan, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. For the sake of clarity, it is noted that this arbitration clause has been entered into also on behalf of, and shall be binding upon, the Receiving Company.

23 Other Issues

The Board of Directors of the Demerging Company is authorised to decide on technical amendments to this Demerger Plan or its appendices as may be required by authorities or as considered appropriate by the Board of Directors of the Demerging Company in its discretion.

_____

(*Signature page follows*)

This Demerger Plan has been made in three (3) identical counterparts, one (1) for the Demerging Company, one (1) for the Receiving Company, and one (1) for the registration authority.

Helsinki, 7 August 2025

LASSILA & TIKANOJA OYJ

_____

Name: Jukka Leinonen

Title: Chair of the Board of Directors

_____

Name: Sakari Lassila

Title: Hallituksen varapuheenjohtaja

_____

Name: Tuija Kalpala

Title: Member of the Board of Directors

_____

Name: Teemu Kangas-Kärki

Title: Member of the Board of Directors

_____

Name: Juuso Maijala

Title: Member of the Board of Directors

_____

Name: Anna-Maria Ronkainen

Title: Member of the Board of Directors

_____

Name: Pasi Tolppanen

Title: Member of the Board of Directors

_____

Name: Anna-Maria Tuominen-Reini

Title: Member of the Board of Directors

Appendices to the Demerger Plan

Appendix 1 The proposal for the Articles of Association of the Demerging Company

Appendix 2 The proposal for the Articles of Association of the Receiving Company

Appendix 3 The preliminary presentation of the balance sheets of the Demerging Company and the Receiving Company

Appendix 4 The auditor's statement in accordance with Chapter 17, Section 4 of the Finnish Companies Act

ARTICLES OF ASSOCIATION

1 § Company Name and Domicile

The name of the Company is Luotea Oyj and in English Luotea Plc. The Company's domicile is Helsinki.

2 § The Company's Field of Operations

The field of operations of the Company is to practise, either directly or through subsidiaries or partnership companies, various services related to the maintenance, energy efficiency, and sustainability of properties and facilities, such as property maintenance services, cleaning and support services, security services, technical facility services, HVAC services, electrical works, as well as consulting services and other business activities related to the aforementioned services. The field of operations of the Company also includes management and financing services of the Group. For its operations, the Company may own and control shares, holdings, securities, and real estate, and trade and lease them.

3 § Book-entry system

The Company's shares are incorporated in the book-entry system.

4 § Board of Directors

The Board of Directors is responsible for the management of the Company and for the proper arrangement of the Company's operations. The Board of Directors shall consist of no less than three (3) and no more than eight (8) members elected by the General Meeting of Shareholders.

The term of the members of the Board of Directors expires at the end of the next Annual General Meeting of Shareholders following their election.

The Annual General Meeting elects the Chair and the Vice Chair of the Board of Directors.

5 § Managing Director

The Company has a Managing Director who is appointed by the Board of Directors.

6 § Auditors and Sustainability Report Verifiers

The company's auditor must be an audit firm, and the principal auditor appointed by the audit firm must be an Authorized

Public Accountant (KHT). The verifier of the company's sustainability report must be a sustainability audit firm, and the principal verifier appointed by the firm must be an Authorized Sustainability Auditor (KRT). The term of office for both the auditor and the sustainability report verifier is the company's financial year, and their duties end at the conclusion of the first Annual General Meeting following their election.

7 § Right to represent the Company

The right to represent the Company shall be vested with two members of the Board of Directors together, or the Managing Director together with a member of the Board of Directors, or a person that has been authorised by the Board of Directors to represent the Company so that such person represents the Company together either with another person authorised to represent the Company or with the Managing Director or with a member of the Board of Directors.

8 § Procuration

Granting of procurations shall be decided by the Board of Directors. Holders of procuration represent the Company each separately together with a person having right to represent the Company.

9 § Financial period

The financial period of the Company shall be the calendar year.

10 § Annual General Meeting of Shareholders

The Annual General Meeting of Shareholders shall be held annually by the end of April on the date decided by the Board of Directors. The General Meeting of Shareholders shall be held in the Company's domicile.

In addition, the Board of Directors may decide that the General Meeting of Shareholders be held without a meeting venue so that the shareholders exercise their power of decision in full in real time during the meeting using a telecommunications connection and technical means.

11 § Notice of General Meeting of Shareholders

The notice of a General Meeting of Shareholders shall be published on Company's website no earlier than two (2) months and no later than three (3) weeks prior to the General Meeting of Shareholders, however, at least nine (9) days prior to the

record date of the General Meeting of Shareholders. In addition, the Company may, if so decided by the Board of Directors, within the same time publish the time and place of the General Meeting of Shareholders as well as the address of the Company's website in a newspaper.

12 § Informing of participation in General Meeting of Shareholders

In order to participate in the General Meeting of Shareholders, a shareholder must inform the Company of the participation at the latest on the date mentioned in the notice of a General Meeting. The date may not be earlier than ten (10) days before the General Meeting of Shareholders.

13 § Matters at the Annual General Meeting of Shareholders

At the Annual General Meeting of Shareholders

shall be presented:

1. the financial statements and the consolidated financial statements as well as the Board of Directors' report;
2. the auditor's report and the assurance report on sustainability report;

shall be resolved on:

3. the adoption of the financial statements;
4. the use of profit shown on the balance sheet;
5. the discharge of the members of the Board of Directors and the Managing Director from liability;
6. the remuneration of the members of the Board of Directors and the auditor;
7. the number of the members of the Board of Directors;

shall be elected:
8. the members of the Board of Directors;
9. the auditor; and
10. the sustainability report verifiers.

ARTICLES OF ASSOCIATION

1 § Company Name and Domicile

The name of the Company is Lassila & Tikanoja Oyj and in English Lassila & Tikanoja Plc. The Company's domicile is Helsinki.

2 § The Company's Field of Operations

The field of operations of the Company is to practise, either directly or through subsidiaries or partnership companies, various services related to environmental management and circular economy, such as waste management services for non-hazardous and hazardous waste, process cleaning services, raw material- and material business, and consulting services and other business activities related to the aforementioned services. The field of operations of the Company also includes management and financing services of the Group. For its operations, the Company may own and control shares, holdings, securities, and real estate, and trade and lease them.

3 § Book-entry system

The Company's shares are incorporated in the book-entry system.

4 § Board of Directors

The Board of Directors is responsible for the management of the Company and for the proper arrangement of the Company's operations. The Board of Directors shall consist of no less than three (3) and no more than eight (8) members elected by the General Meeting of Shareholders.

The term of the members of the Board of Directors expires at the end of the next Annual General Meeting of Shareholders following their election.

The Annual General Meeting elects the Chair and the Vice Chair of the Board of Directors.

5 § Managing Director

The Company has a Managing Director who is appointed by the Board of Directors.

6 § Auditors and Sustainability Report Verifiers

The company's auditor must be an audit firm, and the principal auditor appointed by the audit firm must be an Authorized

Public Accountant (KHT). The verifier of the company's sustainability report must be a sustainability audit firm, and the principal verifier appointed by the firm must be an Authorized Sustainability Auditor (KRT). The term of office for both the auditor and the sustainability report verifier is the company's financial year, and their duties end at the conclusion of the first Annual General Meeting following their election.

7 § Right to represent the Company

The right to represent the Company shall be vested with two members of the Board of Directors together, or the Managing Director together with a member of the Board of Directors, or a person that has been authorised by the Board of Directors to represent the Company so that such person represents the Company together either with another person authorised to represent the Company or with the Managing Director or with a member of the Board of Directors.

8 § Procuration

Granting of procurations shall be decided by the Board of Directors. Holders of procuration represent the Company each separately together with a person having right to represent the Company.

9 § Financial period

The financial period of the Company shall be the calendar year.

10 § Annual General Meeting of Shareholders

The Annual General Meeting of Shareholders shall be held annually by the end of April on the date decided by the Board of Directors. The General Meeting of Shareholders shall be held in the Company's domicile.

In addition, the Board of Directors may decide that the General Meeting of Shareholders be held without a meeting venue so that the shareholders exercise their power of decision in full in real time during the meeting using a telecommunications connection and technical means.

11 § Notice of General Meeting of Shareholders

The notice of a General Meeting of Shareholders shall be published on Company's website no earlier than two (2) months and no later than three (3) weeks prior to the General Meeting of Shareholders, however, at least nine (9) days prior to the

record date of the General Meeting of Shareholders. In addition, the Company may, if so decided by the Board of Directors, within the same time publish the time and place of the General Meeting of Shareholders as well as the address of the Company's website in a newspaper.

12 § Informing of participation in General Meeting of Shareholders

In order to participate in the General Meeting of Shareholders, a shareholder must inform the Company of the participation at the latest on the date mentioned in the notice of a General Meeting. The date may not be earlier than ten (10) days before the General Meeting of Shareholders.

13 § Matters at the Annual General Meeting of Shareholders

At the Annual General Meeting of Shareholders

shall be presented:

1. the financial statements and the consolidated financial statements as well as the Board of Directors' report;
2. the auditor's report and the assurance report on sustainability report;

shall be resolved on:

3. the adoption of the financial statements;
4. the use of profit shown on the balance sheet;
5. the discharge of the members of the Board of Directors and the Managing Director from liability;
6. the remuneration of the members of the Board of Directors and the auditor;
7. the number of the members of the Board of Directors;

shall be elected:
8. the members of the Board of Directors;
9. the auditor; and
10. the sustainability report verifiers.

Appendix 3 - Preliminary illustration of the balance sheets of the Demerging Company and the Receiving Company

Balance sheet 30 June 2025 EUR thousand	Lassila & Tikanoja plc (Demerging Company)	(Receiving Company)	Demerging Company (after the Demerger)
ASSETS			
Non-current assets			
Intangible assets			
Other intangible assets	2,195.7	1,121.4	1,074.3
Advance payments and construction in progress	339.0	269.6	69.4
	2,534.6	1,391.0	1,143.7
Tangible assets			
Buildings and constructions	113.7	-	113.7
Machinery and equipment	36.0	-	36.0
Other tangible assets	39.7	39.7	-
	189.4	39.7	149.7
Investments			
Shares in group companies	125,696.4	89,075.3	36,621.1
Shares in joint venture	9,946.8	9,946.8	0.0
Other shares and holdings	105.8	100.0	5.8
	135,749.0	99,122.1	36,626.9
Total non-current assets	138,473.0	100,552.7	37,920.3
Current assets			
Non-current receivables			
Loan receivables from group companies	3,633.4	3,633.4	-
Prepaid expenses and accrued income	201.2	201.2	-
Other non-current receivables	29.3	-	29.3
Deferred tax assets	1,335.9	980.5	355.4
	5,199.9	4,815.1	384.8
Current receivables			
Receivables from group companies	51,379.3	42,126.6	9,252.7
Receivable from the Receiving Company	-	-	10,000.0
Other receivables	2,667.4	1,934.9	732.5
Prepaid expenses and accrued income	1,466.6	875.8	590.8
	55,513.3	44,937.4	20,576.0
Cash and cash equivalents	16,433.2	2,930.8	13,502.3
Total current assets	77,146.4	52,683.3	34,463.1
Total assets	215,619.4	153,236.0	72,383.4
SHAREHOLDERS' EQUITY AND LIABILITIES			
Shareholders' equity			
Share capital[1]	19,399.4	80.0	1,000.0
Invested unrestricted equity reserve	727.1	15,443.4	3,603.1
Retained earnings	17,197.0	13,263.9	3,933.1
	37,323.6	28,787.3	8,536.2
Accumulated appropriations			
Depreciation difference	237.6	96.4	141.2
Obligatory provisions			
Non-current	232.1	-	232.1
	232.1	-	232.1
Liabilities			
Non-current			
Loans from credit intitutions	40,000.0	35,000.0	5,000.0
Bonds	75,000.0	75,000.0	-
	115,000.0	110,000.0	5,000.0
Current			
Loans from credit intitutions	10,000.0	-	10,000.0
Loan from the Demerging Company	-	10,000.0	-
Trade payables	4,229.9	1,922.6	2,307.3
Liabilities to group companies	45,662.1	652.1	45,010.0
Other liabilities	329.3	156.5	172.7
Accrued expenses and deferred income	2,604.9	1,621.1	983.8
	62,826.2	14,352.3	58,473.9
Total liabilities	177,826.2	124,352.3	63,473.9
Total shareholders' equity and liabilities	215,619.4	153,236.0	72,383.4

[1] In accordance with Section 12 of the Demerger Plan, the share capital of the Demerging Company is proposed to be decreased to EUR 1 million (EUR 1 000 000).

Financial information presented in these unaudited preliminary illustrative balance sheets of the Demerging Company and the Receiving Company ("the illustrative demerger balance sheet") has been derived from the unaudited financial information of Demerging Company prepared in accordance with the Finnish Accounting Act and good accounting practice for the six-month period ended 30 June 2025.

The illustrative demerger balance sheet presented above does not take into account, among other things, the following potential events which may have a significant impact on the final amount of the assets and liabilities of the Demerging Company prior to the execution of the Demerger: Potential repayments or draw-downs of short-term or long-term financing, the impacts of transaction costs arising from the Demerger and listing after 30 June 2025, dividends or group contributions to be paid to the parent company in 2025.

The shareholders' equity of the Demerging Company and the Receiving Company after the Demerger has been illustrated in accordance with Sections 9, 11.3, and 12 of this Demerger Plan.

The illustrative demerger balance sheet presents a preliminary allocation of interest-bearing debts and cash, based on agreements with banks and an estimate of working capital requirements. In the Demerger, the Demerging Company's EUR 75 million notes, EUR 35 million term loan, and an undrawn EUR 40 million revolving credit facility will transfer to the Receiving Company. A EUR 80 million bridge facility for unsecured notes, agreed with the banks and undrawn as of the date of this Demerger Plan, will also transfer to the Receiving Company. EUR 10 million commercial papers outstanding as of the date of this Demerger Plan is allocated to the Demerging Company, and a corresponding mutual debt relation has been established between the Demerging Company and the Receiving Company in this illustrative demerger balance sheet. The Demerging Company's EUR 5 million term loan, an undrawn EUR 10 million revolving credit facility, and a EUR 100 million commercial paper program will remain with the Demerging Company after the Demerger.

The final Demerger will take place based on the balance sheet values as at the Effective Date of the Demerger. The unaudited illustrative balance sheet information presented above is therefore only indicative and subject to change.

Auditor's statement (unofficial translation of the Finnish Original)

To the general meeting of Lassila & Tikanoja Oyj

Background

We have performed an engagement regarding the demerger plan prepared by the board of directors of Lassila & Tikanoja Oyj (1680140-0) (Demerging Company) dated 7 August 2025. The board of directors of Demerging Company proposes to the shareholders' general meeting of the Demerging Company that the general meeting resolve on the partial demerger of the Demerging Company so that the assets, debts and liabilities of the Demerging Company relating to the circular economy business area or mainly serving the circular economy business area of the Demerging Company be transferred to a company to be incorporated in the demerger, which is proposed to be named Lassila & Tikanoja Oyj. According to the demerger plan, the shareholders of the Demerging Company will receive as demerger consideration one new share of the company to be incorporated for each share owned in the Demerging Company.

Responsibility of the Board of Directors

The Board of Directors of Lassila & Tikanoja Oyj is responsible for the preparation of the demerger plan and that it gives a true and fair view, as referred to in the Limited Liability Companies Act, of the grounds for setting the demerger consideration, as well as of the distribution of the consideration.

Auditor's independence and quality management

We are independent of the company in accordance with the ethical requirements that are applicable in Finland and are relevant to the engagement we have performed, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

The auditor applies International Standard on Quality Management ISQM 1, which requires the audit firm to design, implement and operate a system of quality management including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Auditor's responsibilities

Our responsibility is to issue a statement regarding the demerger plan. We conducted the engagement in accordance with good auditing practices applicable in Finland and the Finnish Association of Authorised Public Accountants' recommendation 5/2024 on the audit of mergers and demergers. The engagement includes procedures to obtain evidence as to whether a true and fair view has been provided, as referred to in the Limited Liability Companies Act, in the demerger plan of the grounds for setting the demerger consideration, as well as of the distribution of the demerger consideration.

Statement

As our statement pursuant to chapter 17 section 4 of the Limited Liability Companies Act we state that a true and fair view has been provided, as referred to in the Limited Liability Companies Act, in the demerger plan of the grounds for setting the demerger consideration, as well as of the distribution of the consideration.

Helsinki 7 August 2025

PricewaterhouseCoopers Oy
Authorised Public Accountants

Samuli Perälä
Authorised Public Accountant (KHT)