

SUBSCRIPTION ORDER FOR THE BONDS OF UAB "ORKELA"

1. GENERAL INFORMATION

- 1.1. This document constitutes a subscription order (the **Subscription Order**) of the subscribing person indicated in Section 2 below (the **Investor** or **Bondholder**) for the Bonds issued by UAB "Orkela", a private limited liability company established and existing under the laws of the Republic of Lithuania, with its registered address at Jogailos st. 4, Vilnius, Lithuania, registration code 304099538, data collected and kept with the Register of Legal Entities of the Republic of Lithuania (the **Issuer**), being jointly referred to as the **Parties** or each of them a **Party**.
- 1.2. During the Subscription Period of the third Tranche of Bonds, the Bonds are being offered in the Maximum Aggregate Nominal Value of the third Tranche of EUR 1,500,000 under the Prospectus for the public offering of bonds of UAB "Orkela" in the Amount of EUR 18,000,000 (being a part of total EUR 40,000,000 issue) and admission of bonds in the amount of up to EUR 23,000,000 to trading on the Bond List of Nasdaq Vilnius AB (the **Prospectus**) approved by the Bank of Lithuania on 24 May 2022 and published on the Issuer's website at https://lordslb.lt/orkela_bonds/ on 25 May 2022 (the **Primary Distribution**).
- 1.3. The number of Bonds to be subscribed by the Investor is indicated in Section 5 of the Subscription Order.
- 1.4. The terms with the first capital letter used in the Subscription Order shall have the meanings given to them in the Prospectus, unless stated otherwise in the Subscription Order. The Prospectus and Confirmation altogether form integral parts of the Subscription Order (all as defined in the Prospectus) therefore the Subscription Order shall always be interpreted, applied and read and constructed together with the Prospectus and Confirmation.
- 1.5. All matters, related to Issue, Subscription and payment thereof not fully addressed in this Subscription Order, are addressed in the Prospectus.

2. INFORMATION ABOUT INVESTOR

Full name / Legal entity name and legal form	
Personal identification number or date and place of birth (where personal identification number is unavailable) / Legal entity registration code	
Type of personal document (applicable to Investor natural person)	
Personal document No (applicable to the Investor natural person)	
Marital status of the Investor (applicable to the Investor natural person) (married/ not married) (filled in only by the Investors who are Lithuanian citizens)	
Address of permanent residence / Legal entity's registered office address	
Correspondence address (only if different from permanent residence address / Legal entity's registered office address)	
Phone	

E-mail	
Account No	

3. INFORMATION ABOUT INVESTOR'S REPRESENTATIVE

Full name	
Basis for representation	
Address of permanent residence	
Correspondence address (only if different from permanent residence address)	
Phone	
E-mail address	

4. SUBJECT OF THE SUBSCRIPTION

- 4.1 Based on this Subscription Order the Issuer offers the Investor to subscribe the Bonds, the amount of which is indicated in Section 5 below (unless allotted less or not allotted at all to the Investor considering time priority principle (first come-first served) as prescribed in Clause 4.3 below) with Issuer's obligation to redeem thereof in accordance with the Prospectus and this Subscription Order, and the Investor subscribes the Bonds and obliges to fully pay as indicated in Section 6.
- 4.2 The Bonds subscribed are issued under the provisions of the Prospectus, the summary of the main terms and conditions are as follows:

Securities	
Securities to be offered and admitted to trading on the Bond List of Nasdaq	18,000 Bonds with a nominal value of EUR 1,000 each (with EUR 18,000,000 Maximum Aggregate Nominal Value of the Offering)
Maximum Aggregate Nominal Value of the third Tranche of Bonds	EUR 1,500,000
Type of securities	Secured non-convertible non-subordinated bonds of the Issuer – debt bonds with a fixed-term, non-equity (debt) securities under which the Issuer shall become the debtor of the Bondholders and shall assume obligations for the benefit of the Bondholders. The Bonds may not be converted into ordinary Shares or other instruments of ownership of the Issuer.
ISIN Code	LT0000405961
Currency of Issue	EUR
Nominal Value on the Issue Date	EUR 1,000
Minimum Investment Amount	EUR 1,017.446
Collateral	<p>The Issue, including the Bonds to be issued under the Prospectus, is secured by a first ranking mortgage over the Property constituting a Collateral in favour of the Trustee (acting on behalf and for the benefit of all Bondholders) under the Collateral Agreement.</p> <p>The value of the Collateral is established in the Collateral Agreement. The value of the Collateral may vary during validity of the Collateral Agreement, however it does not influence rights of the Trustee which is a creditor under the Collateral Agreement to fulfil Secured Obligation from all value of the Collateral, existing at the moment of Collateral realization. In case of enforcement, to the extent it is not otherwise regulated under the Civil Code, the value of the Collateral shall be determined under the procedures established in the Collateral Agreement.</p>

	Information about the protection of interests of Bondholders, including information about the Trustee as a representative of the Bondholders is provided in Section 7.4 <i>Rights Conferred by Securities to be Offered and Admitted to Trading</i> of the Prospectus.
Trustee	<p>UAB "AUDIFINA", a private limited liability company established and existing under the laws of the Republic of Lithuania, legal entity code 125921757.</p> <p><u>Contact details:</u></p> <p>Address: A. Juozapavičiaus st. 6, 09310 Vilnius</p> <p>E-mail: info@audifina.lt</p> <p>Representative: Jolanta Ruzgienė</p>
Register	The Lithuanian central securities depository operated by the Registrar.
Registrar or Nasdaq CSD	Lithuanian branch of Nasdaq CSD SE (<i>Societas Europaea</i>), the merged central securities depository of the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia, the clearing and settlement institution of these Baltic countries, legal entity code 304602060, registered at the address Konstitucijos ave. 29-1, Vilnius, the Republic of Lithuania.
Maturity	
Final Maturity Date	19 January 2025
Redemption Price	The sum of the Nominal Value of the Bond and the accrued interest (unless early redeemed as provided below and in the Prospectus). In case of a partial redemption of the Bonds, the Redemption Price shall be equal to the Nominal Value of the redeemable bonds (the Redeemable Bonds) and interest accrued on the Redeemable Bonds together with the premium if such is applied in accordance with Section 7.3 <i>Information Concerning the Securities to be Offered and Admitted to Trading</i> of the Prospectus.
Early optional redemption of Bonds by the Issuer	The Bonds can be fully or partial redeemable as set forth in Section 7.3 <i>Information Concerning the Securities to be Offered and Admitted to Trading</i> of the Prospectus.
No early redemption of Bonds under the request of the Bondholders	Except for cases specified in Section 7.3.2 <i>Extraordinary Early Redemption</i> of the Prospectus, there are no other cases where the Bondholders have a right to demand redemption of the Bonds prior the Final Maturity Date.
Repayment Date of Nominal Value	Final Maturity Date or, if applicable, Early Redemption Date or Early Maturity Date.
Third Tranche of Bonds	
Issue Price of a Bond	EUR 1,017.446
Yield%	6%
Subscription Period	7 October 2022 – 27 October 2022
Payment Date of the Issue Price	31 October 2022
Issue Date	3 November 2022
Interest and interest payments	
Interest rate	Annual interest rate per Bonds is 6% (fixed). The interest is calculated as described in Section 7.3 <i>Information Concerning the Securities to be Offered and Admitted to Trading</i> of the Prospectus.
Interest Payment Dates	19 July 2022, 19 January 2023, 19 July 2023, 19 January 2024, 19 July 2024, 19 January 2025, or, if applicable, Early Redemption Date or Early Maturity Date. If an Interest

	Payment Date is not a Business Day, the interest shall be paid on the next Business Day, without recalculation of the amounts to be paid.
Other	
Purpose of use of the proceeds raised from the Offering	(i) Finance construction and fit-out of the Project in the amount of up to EUR 15,000,000; (ii) repayment of the outstanding subordinated debt to the direct shareholder of the Issuer (i.e. Fund) arising out of the separate bond subscription agreements concluded by the Issuer and the Fund dated respectively 15 November 2018, 18 August 2020 and 10 December 2021, but not more than EUR 1,500,000; and (iii) to finance working capital of the Issuer in the amount of up to EUR 457,500; (iv) coupon payments up to EUR 770,000; (v) payment of the fees and expenses incurred in connection with the Offering in the amount of up to EUR 272,500.
Covenants of the Issuer	Described in Section 7.3.1 <i>Covenants of the Issuer</i> of the Prospectus.

- 4.3 After expiry of the Subscription Period, the Issuer shall decide according to the time priority principle (first come-first served) on which Investors, which have provided their Subscription Orders, shall be allotted with the Bonds and to what amount, and which Investors shall not be allotted with the Bonds. For the establishment of the time priority principle, each duly signed Subscription Order will be registered on the Bond subscription journal, which will be managed by a dedicated employee of the Lead Manager. If an Investor decides to decrease or increase number of Bonds being subscribed, previously submitted Subscription Order will be terminated, the Investor will lose its previous entry in the Bond subscription journal and its priority to be allotted with Bonds will be determined by a newly submitted Subscription Order within the Subscription Period, if any. When the Maximum Aggregate Nominal Value of the third Tranche is reached, no more Bonds of this Tranche shall be allotted to the Investors. Therefore, there can be the case that the number of the Bonds requested in the Subscription Order of any Investor in case of oversubscription will be reduced accordingly, so that the Maximum Aggregate Nominal Value of the third Tranche is not exceeded, and Investor waives any right to complaint on any such decision of the Issuer. If an Investor makes a Subscription Order after the expiry of the relevant Subscription Period (but prior to the Issue Date), the Issuer may decide on additional allotment of Bonds to such Investor if the Maximum Aggregate Nominal Value of the third Tranche is not yet exceeded.
- 4.4 At the latest by 16:30 on the last Business Day before the Payment Date of the third Tranche the Issuer (or Lead Manager and/or Manager, if any, on the Issuer's behalf) shall submit the Confirmation to each Investor stating whether the Subscription Order was accepted, partially accepted or rejected. If the latter is not possible, because the Issuer has treated as valid also Subscription Orders submitted after the relevant Subscription Period, the Issuer (or Lead Manager and/or Manager, if any, on the Issuer's behalf) shall submit the Confirmation to the relevant Investor latest by 16:30 on the last Business Day before the Issue Date of the third Tranche.
- 4.5 The Investors who have not been allotted any Bonds or whose Subscriptions Orders have been reduced will receive reimbursements of the payment made upon placing the Subscription Order. The reimbursement will take place within 10 Business Days as from the end of the Subscription Period of the third Tranche. The payments shall be returned without any reimbursement for costs incurred by the Investors in the course of subscribing for the Bonds, and shall be net of all transfer expenses and without interest.
- 4.6 The Issuer, at its own discretion, may cancel the Primary Distribution at any time prior to the Issue Date without disclosing any reason for doing so. Any updates to the dates of opening and closing of the Primary Distribution or decision that the Primary Distribution will be suspended and that new dates of the Primary Distribution will be provided by the Issuer later are subject to supplement to the Prospectus. In such events, Subscription Orders for the Bonds that have been made will be disregarded, and any payments made in respect of the submitted Subscription Orders will be returned without interest or any other compensation to the Investors.

- 4.7 If the Primary Distribution is suspended, the Issuer shall notify the Investors on suspension of the Primary Distribution indicating whether the Subscription Orders made and payments made will be deemed to remain valid after publication of supplement to the Prospectus on the Issuer's website. In such case, the Investors will be allowed to withdraw the Subscription Orders made by submitting a relevant statement to that effect within 3 Business Days after the supplement to the Prospectus has been published on the Issuer's website. For the avoidance of doubt, if the Investor does not provide a withdrawal statement, the Issuer will continue Primary Distribution on changed terms in accordance with published supplement to the Prospectus and relying on previously submitted Subscription Order.
- 4.8 Any decision on cancellation, suspension and changes of dates of the Primary Distribution or other information will be published on the Issuer's website at https://lordslb.lt/orkela_bonds/ and/or sent to the Investors via e-mail indicated by each Investor in its Subscription Order.
- 4.9 If the Primary Distribution is cancelled, suspended, or postponed, Investors that placed Subscription Orders and paid for the Bonds will get their payments back:
- (i) if the Primary Distribution is cancelled – within 3 Business Days after the Issuer announces to the Investors about the Primary Distribution's cancellation;
 - (ii) if the Primary Distribution is suspended – within 3 Business Days after the date on which the Investor has made a statement cancelling placed Subscription Order or 3 Business Days after the date that the Issuer announces that the placed Subscription Orders are not valid.

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

- 4.10 Detailed rules regarding Subscription and allocation of the Bonds, notices and all restrictions are provided in the Prospectus.

5. SUBSCRIPTION OF BONDS

Nominal Value on Issue Date	EUR 1,000
ISIN Code	LT0000405961
Number of Bonds subscribed	
Aggregate Issue Prices of the Bonds subscribed (EUR)	
Investor's securities (brokerage) account No	
Investor's securities (brokerage) account manager	

- 5.1 Filled-in Subscription Order forms will be accepted at the office of (i) the Issuer, at the address Jogailos st. 4, Vilnius, the Republic of Lithuania, or by e-mail of the Issuer info@lordslb.lt, if signed with a qualified e-signature (with certified electronic signature), or (ii) at the office of the Lead Manager at Antano Tumėno st. 4, Vilnius, the Republic of Lithuania, or by e-mail of the Lead Manager info@orion.lt, if signed with a qualified e-signature (with certified electronic signature), or (iii) at the office of the Manager or by e-mail of the Manager, if signed with a qualified e-signature (with certified electronic signature), in cases when a Manager is appointed by the Issuer for the purposes of the Offering and respective addresses of the Manager are provided in the conditions of the third Tranche published on the Issuer's website before opening of the Subscription Period. For the avoidance of doubt, the procedure of accepting Subscription Orders described herein are applicable to all Investors irrespective of the Investor's place of residence.
- 5.2 Subscription Orders from Estonian or Latvian Investors will be accepted on a Subscription Order form in English whereas Subscription Orders from Lithuanian Investors will be accepted on a Subscription Order form in English or Lithuanian. The Investors are encouraged to provide electronically signed (with certified electronic signature) Subscription Order forms via e-mail as prescribed in Clause above. If electronic signing is unacceptable, the Investors are allowed to submit a copy of a signed Subscription Order form to the Issuer, Lead Manager, or Manager by their respective e-mail as indicated in Clause above prior to submitting an original document to the respective office of the Issuer, Lead Manager, or Manager as indicated in Clause above.

- 5.3 Subscription Orders will be accepted if Investors have a brokerage account agreement with the Lead Manager or other entities of their choice, which are licensed to provide such services within the territory of the Republic of Lithuania, the Republic of Estonia, the Republic of Latvia.
- 5.4 Firms managing securities portfolios on a discretionary basis shall place Subscription Orders for the Bonds by submitting the Subscription Order form along with a list of Investors on whose behalf the Subscription Order is placed. The list must include details required to be included in the Subscription Order form with respect to each Investor listed, and must be signed by persons authorised to represent the firm.

NOTE: All Bonds allotted to the Investor will be transferred and deposited to the Investor's securities (brokerage) account indicated above.

6. PAYMENT FOR SUBSCRIBED BONDS

Financial institution of the Securities Account	UAB FMĮ "Orion Securities"
Settlement Account No	LT45 7180 3000 3846 7623, AB Šiaulių bankas
Name of the owner of the Settlement Account	Orion Securities FMĮ acting for the benefit of UAB "Orkela"
Payment Date of the aggregate Issue Price of the Bonds subscribed (EUR)	Not later than 31 October 2022

7. RIGHTS AND OBLIGATIONS OF THE INVESTOR

- 7.1 The Investor hereby unconditionally undertakes to subscribe for the Bonds and pay the Issue Price for the Bonds in accordance with the terms indicated in the Prospectus and this Subscription Order.
- 7.2 Provided the Investor is allotted with the Bonds or part thereof by the Issuer, the Investor shall have all rights provided in the Prospectus and the laws of the Republic of Lithuania (e.g. the Law on Protection of Interests of Bondholders, the Civil Code, the Law on Companies of the Republic of Lithuania and/or other laws regulating the rights of Bondholders).
- 7.3 The Bondholders' rights and interests shall be represented by the Trustee. More information on the Trustee's activities is provided in Section 7.4 *Rights Conferred by Securities to be Offered and Admitted to Trading* of the Prospectus.
- 7.4 The Investors shall have the following main rights:
- 7.4.1. to receive the interest accrued;
 - 7.4.2. to receive the Nominal Value and the interest accrued on the Final Maturity Date, or if applicable, on the Early Maturity Date or Early Redemption Date;
 - 7.4.3. to sell or transfer otherwise all or part of the Bonds;
 - 7.4.4. to bequeath all or part of owned Bonds to the ownership of other persons (applicable only towards natural persons);
 - 7.4.5. to pledge all or part of the Bonds owned;
 - 7.4.6. to participate in the Bondholders' Meetings;
 - 7.4.7. to vote in the Bondholders' Meetings;
 - 7.4.8. to initiate the convocation of the Bondholders' Meetings following the procedure and in cases provided for in the Law on Protection of Interests of Bondholders;
 - 7.4.9. to adopt a decision to convene the Bondholders' Meeting following the procedure and in cases provided for in the Law on Protection of Interests of Bondholders;
 - 7.4.10. to obtain (request) the information about the Issuer, the Issue of Bonds under the Prospectus or other information related to the protection of his/her/its interests from the Trustee, except for cases established in the Prospectus when Bondholder has a right to request the Issuer, Lead Manager or Manager, if any, to provide his/her/its Subscription Order and Confirmation addressed to him/her/it;

- 7.4.11. to receive a copy of the Agreement on Bondholders' Protection concluded between the Issuer and the Trustee and the Collateral Agreement from the Trustee;
- 7.4.12. other rights, established in the applicable laws, the Agreement on Bondholders' Protection or in the constitutional documents of the Issuer.

7.5 In the event of the Final Maturity Date or in other cases where the Bonds are redeemed prior the Final Maturity Date as specified in the Prospectus, the Bonds shall be considered redeemed after the respective funds are being transferred to the bank account indicated by the Investor in Section 2 of the Subscription Order without separate request of the Investor. As from this moment the Issuer shall be deemed to be fully executed the obligations, related to the Bonds and their redemption, disregarding the fact, whether the Investor accepts the transferred funds. In case requisites of the bank account of the Investor provided in Section 2 of this Subscription Order changes, the Investor shall have an obligation to inform the Issuer thereof and accepts all the risk for not executing this obligation as indicated in Section 11.4 of the Subscription Order.

7.6 If the payable amounts are not transferred as described above and without prejudice to Section 9 of the Subscription Order, the Investor shall have a right to claim for redemption of the Bonds within 3 years after the Final Maturity Date, or in case of an early redemption after the Early Redemption Date or Early Maturity Date. If the Investor does not claim for the redemption of the Bonds within the respective 3 years term, the Investor shall be deprived from a right of claim for redemption.

7.7 No expenses or taxes will be charged to the Investors by the Issuer in respect to the Offering and Admission of the Bonds. However, the Issuer will not compensate the Investor expenses incurred as a result of opening a securities (brokerage) account with a securities account manager both indicated in Section 5 of this Subscription Order, as well as commissions which are charged by the securities (brokerage) account manager in relation to the execution of any operations related to the Bonds.

7.8 The Trustee is entitled to request from the Investors' any information and/or documents required by the Trustee for the purposes of identification of the Investor and/or for the performance of other obligations arising from applicable laws and regulations.

8. OBLIGATIONS AND CONFIRMATIONS OF THE ISSUER

8.1 As of the Issue Date the Issuer shall commit to redeem the Bonds and pay the accrued interest, as indicated in the Prospectus and this Subscription Order.

8.2 All payments to be made in connection with the Bonds shall be calculated and paid taking into account any taxes and other deductions mandatory under applicable laws respectively in the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia. Please see Section 7.5 *Taxation* of the Prospectus for more information in respect to each jurisdiction.

9. EXTRAORDINARY EARLY REDEMPTION EVENTS

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

9.1.1 **Non-Payment.** The Issuer fails to make any payments under the Prospectus within 10 Business Days from the relevant due payment date, except for cases when the failure to pay is caused by a reason of *Force Majeure* as indicated in as indicated in Section 7.3.3 of the Prospectus.

9.1.2 **Breach of covenants.** The Issuer breaches any of the covenants set forth in Section 7.3.1 of the Prospectus and the Issuer has not remedied the breach in 20 Business Days as of receipt of the breach notice or has not remedied the breach within other term approved by a decision of the Bondholders' Meeting adopted by majority of Bondholders participating in the Bondholders' Meeting and having voting rights (other than the Related Entities).

9.1.3 **Invalidity of the Collateral Agreement.** The Collateral Agreement terminates or is regarded invalid by a final decision of the Vilnius Court of Commercial Arbitration.

9.1.4 **Liquidation.** An effective resolution is passed for the liquidation of the Issuer.

9.1.5 **Insolvency.** (i) The Issuer is declared bankrupt by a final decision of a court or admits inability to pay its debts; (ii) the Issuer enters into any arrangement with majority of its creditors by value in relation to restructuring of its debts or any meeting is convened to consider a proposal for such arrangement; or (iii) an application to initiate insolvency, restructuring or administration of the Issuer, or any other proceedings for the settlement of the debt of the Issuer is submitted to the court by the Issuer.

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

9.3 Upon the occurrence of any of the circumstances specified in Section 9.1 above and if the Issuer has not sent the Rejection to the Trustee in accordance with the Prospectus or the Bondholders' Meeting does not approve the Rejection and due to this the Bondholders' Meeting, in accordance with the procedure established by the law, adopts a decision (which shall be adopted by a qualified majority of no less than $\frac{3}{4}$ of Bondholders, participating in the Bondholders' Meeting and having a voting right) to demand extraordinary early redemption of the Bonds, the Issuer within 10 calendar days upon receiving the respective Bondholders' Meeting decision from the Trustee shall redeem all outstanding Bonds from all Bondholders holding Bonds on the Record Date by paying the Redemption Price. The Redemption Price payable to the Bondholders on the relevant Early Maturity Date shall be determined by the Issuer following the rules set forth in Section *Early optional redemption of Bonds by the Issuer* in the table provided in the beginning of Section 7.3 of the Prospectus. The 10th Business Day calculated from the day following the day of submission of the Trustee's inquiry to the Issuer as set forth in Section 7.3.2.4 of the Prospectus or the day the Issuer received the abovementioned Bondholders' Meeting decision to demand extraordinary early redemption of the Bonds from the Trustee, whichever is relevant, shall be the Early Maturity Date.

9.4 Except for cases specified in Section above there are no other cases where the Bondholders have a right to demand redemption of the Bonds prior the Final Maturity Date.

9.5 Cases where the Bonds might be redeemed by the option of the Issuer prior their Final Maturity Date are prescribed in Section 4.2 of the Subscription Order and the Prospectus.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Investor represents and warrants to the Issuer that:

- 10.1.1 according to the applicable law she/he/it has absolute and unrestricted right, power and is legally competent to sign the Subscription Order;
- 10.1.2 in case the Investor is acting through the representative, such representative is duly authorized to act on behalf of the Investor according to the applicable law;
- 10.1.3 the Prospectus and Subscription Order were properly disclosed to the Investor before signing the Subscription Order, the content of each document is clear, and it is agreed on each term of the Prospectus and Subscription Order;
- 10.1.4 the Investor had a possibility to consult professionals in relation to the content of the Prospectus and Subscription Order and therefore shall not be and will not be considered as an economically weak and inexperienced Party to the Subscription;
- 10.1.5 neither the conclusion of the Subscription Order, nor fulfilment of its conditions is in conflict with and violates (i) any decision, order, decree or instruction of any court, governmental or local authorities passed in respect of any of the Investor; (ii) any contract, agreement or another binding document to whom the party is the Investor; or (iii) provisions of any law or another legal act.

10.2 The Issuer warrants to the Investors that:

- 10.2.1 the Issuer is a duly incorporated and validly existing legal person acting pursuant to the laws of the Republic of Lithuania;
- 10.2.2 the Issuer has all the rights and sufficient authorisations to issue the Bonds and fulfil obligations arising from the Bonds under the Prospectus and the Issuer has performed all the formalities required for issuing the Bonds and no other actions are required (including

- obtaining of any permits, approvals, authorizations or filing any applications or registrations) in order to issue the Bonds and perform obligations arising from the issue of the Bonds;
- 10.2.3 there are no liquidation, compulsory execution, restructuring (in Lithuanian: *restruktūrizuojamas*) or bankruptcy proceedings pending or initiated against the Issuer.

11. COMMUNICATION

- 11.1 Any and all notices, requests, written demands or other documents under this Subscription Order addressed to the Investor by the Issuer shall be sent to the addresses specified in Section 2 of the Subscription Order, or Section 3 of the Subscription Order in case the Investor is acting through the representative.
- 11.2 Any and all notices, requests, written demands or other documents under this Subscription Order shall be deemed to have been duly delivered to any of the Parties under this Subscription Order and the Prospectus if delivered to the addresses indicated in the Prospectus and this Subscription Order by registered mail, courier or e-mail. Any notice, request, written demand or other document shall be deemed received:
- 11.2.1 in case of registered mail or courier after 5 Business Days have passed from dispatch;
- 11.2.2 in case of e-mail on the same day of its delivery if sent on official business hours, or on the next Business Day, when it is sent after business hours;
- 11.2.3 in case of announcement on the Issuer's website, the date of the announcement.
- 11.3 Any and all notices, requests, written demands or other documents under this Subscription Order and/or Prospectus shall be prepared either in the English or Lithuanian language (i.e. acceptable language).
- 11.4 Both Parties shall notify each other about any changes in the address and/or other contact details given in this Subscription Order not later than within 3 Business Days after such change occurs. Failure to comply with this requirements shall deprive of the right to make claims or responses that any action taken by the other Party according to the details last known to it are inconsistent with the terms and conditions of this Subscription Order or that the Party which has failed to notify has not received communication sent according to those details.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 Rights and obligations arising from the Subscription Order shall be governed by the law of the Republic of Lithuania.
- 12.2 The disputes related to this Subscription Order, Prospectus or the Bonds shall be resolved through negotiations. If the Parties fail to reach an agreement, the claim for resolving the dispute shall be submitted the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration which is granted with exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Subscription Order, Prospectus or the Bonds. All procedural documents shall be served via Parties' e-mails indicated in the Subscription Order or Prospectus. The number of arbitrators shall be three. The place of arbitration shall be Vilnius. The language of arbitration shall be English.

13. VALIDITY OF SUBSCRIPTION

- 13.1 The Subscription Order shall not be considered valid and shall not be processed in the following cases:
- 13.1.1 the purchase amount indicated in the Subscription Order is less than the Minimum Investment Amount; or
- 13.1.2 the Subscription Order was received after the Subscription Period, unless the Issuer decides otherwise; or
- 13.1.3 Subscription for the Bonds by the Investor has not been fully paid by the Payment Date in accordance with the Confirmation, unless the Issuer decides otherwise; or
- 13.1.4 the Issuer rejects the Subscription Order due to any other reasons as set forth in the Prospectus and the Subscription Order.

- 13.2 The Issuer has no obligation to inform the Investor about the fact that Subscription Order is invalid and reason of invalidity, but the Issuer, or Lead Manager and/or Manager, if any, on the Issuer's behalf will notify the Investor about the rejection to allot Bonds as prescribed in the Prospectus.
- 13.3 Provided there are no grounds set forth in Section **Error! Reference source not found.** of the Subscription Order, the Subscription Order comes into force on the day of signing hereof by the Issuer (for avoidance of doubts, the Issuer signs to confirm the receipt of the Subscription Order only) and the Investor and expires when both Parties complete all obligations arising from the Subscription Order or when the Subscription Order is terminated and/or deemed invalid under the Prospectus and/or the applicable legal acts.
- 13.4 Subject to Clause 5.2 of the Subscription Order, the Subscription Order is made in 2 copies in English or Lithuanian language, each copy being held as original and having equal legal power, one to be delivered to the Investor and one to the Issuer.

14. INVESTOR'S CONFIRMATIONS

- I confirm that I have read the Prospectus, including Section IV *Risk Factors*, the Issuer's constitutional documents, BAS Financial Statements.
- I confirm that my decision to invest in the Bonds is based on consideration of the Prospectus as a whole;
- I understand that I could lose all or part of the invested capital or incur other costs, related to disputes with regard to the Prospectus or Bonds;
- I understand that by placing this Subscription Order I make an irrevocable instruction for transferring the Bonds to securities (brokerage) account indicated in Section 5, unless I withdraw my Subscription Order until the end of the Subscription Period;
- I have provided correct and up to date information in this Subscription Order and I am aware that I will be responsible for any consequences resulting from incorrect completion of the Subscription Order;
- I consent to be allotted a lower number of Bonds than the number specified in Section 5 of this Subscription Order, or not be allotted any Bonds at all pursuant to the Prospectus;
- I agree that following the Bonds allocation the purchased Bonds will be transferred and deposited to my securities (brokerage) account as indicated in Section 5 of this Subscription Order;
- I represent that I am authorized to place a Subscription Order in accordance with the Prospectus and applicable law;
- I am aware that this Subscription Order for the Bonds is binding and is an irrevocable commitment to acquire the allotted Bonds if the Subscription Order is considered valid under the Prospectus;
- I consent to disclosure of my personal data considered as professional secrecy and any other information related to the placed Subscription Order to the Issuer, Lead Manager and Managers, if any, to the extent it is necessary for the performance of the Primary Distribution, and authorize the Issuer to obtain such information (if the Investor is not a natural person, the consent to process and disclose the personal data applies to personal data of natural persons acting as representatives of the Investor and placing a Subscription Order on behalf of the Investor. Other issues regulated by the consent apply to the Investor's personal data);
- I place this Subscription Order on my own initiative based on my informed decision.

Date, full name and signature of the Investor
/ full name and signature of the
representative

Date, full name of the employee accepting the
Subscription Order and signature