

FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Bonds issued under the Information Document.

Final Terms dated 30 April 2021

BH Meraki UAB

Issue of Bonds

under the Information Document of BH Meraki UAB of EUR 8,000,000 Bonds Issue

These Final Terms of the Bonds (the **Final Terms**) constitute the specific terms and conditions of the Bonds to be issued by the Issuer under Information Document of the BH Meraki UAB Bond Issue dated 30 April 2021 (the **Information Document**).

The Final Terms constitute an inseparable part of the Information Document and will at all times be interpreted and applied together with the Information Document. Words and expressions used, which are defined in the Information Document, shall have the same meanings in the Final Terms. In the event of inconsistency between the provision of Final Terms and provision of the Information Document, the Final Terms shall prevail.

The Issuer is responsible for the adequacy, accuracy and completeness of the information provided for in these Final Terms.

The Bonds under these Final Terms are offered under private placement, thus the distribution of this Information Document is restricted and no one who received it may not forward it to any other persons. Transmission and delivery of these Final Terms, including Information Document, is confidential and intended only to person to whom it is addressed and the recipient may not forward, reproduce, copy, download or publish these Final Terms, including Information Document, to any other person. The public offering in Lithuania is made pursuant to exemption under Article 1(4)(b) of the Prospectus Regulation and Article 5 of the Law on Securities.

Bonds offered under these Final Terms shall be subject to the terms specified as follows:

Issuer	BH Meraki UAB
Type of securities	Secured non-convertible fixed-term bonds
ISIN	LT0000405243
Nominal value of the Bond	EUR 100
Maximum Aggregate Nominal Value of the Bonds	EUR 8,000,000
Maximum Aggregate Nominal Value of the Tranche	EUR 4,000,000
Use of proceeds	Financing of the construction of the Meraki Project, including refinancing of own funds used for payment of construction invoices as long as Covenants Assumed by the Issuer (including Loan to Cost

	(LTC) Ratio of 55%) are satisfied and compensation expenses under Escrow Account Agreement.
Interest rate	5% per annum (30E/360)
Interest Payment Dates	19 May and 19 November. The first Interest Payment Date shall be 19 November 2021 and the last Interest Payment Date shall be the Maturity Date
First Issue Date	19 May 2021
Subscription Period	03 May 2021 – 11 May 2021 at 17:00
Minimum Subscription	100 units
Issue Price of a Bond	To be determined by the Issuer based on the Subscription Orders received from the potential Investors during the Subscription Period
Payment date for the Bonds	Until 11 May 2021 at 17:00
Escrow Account	LT634010058005536463
Allotment Date	12 May 2021
Settlement Date	19 May 2021
Issue Date	19 May 2021
Maturity Date	19 November 2022
Repayment Date of Principal Value	Maturity Date or, if applicable, Early Redemption Date
Redemption price of the Bond	On the day of redemption, the Bonds shall be repaid in full at their nominal value (EUR 100, unless reduced as a result of early optional redemption), with the cumulative interest accrued.
Early optional redemption by the Issuer	<p>Applicable, upon Issuer having given not less than 60 days notice during the first 7 months from the First Issue Date and 30 day notice to the Trustee afterwards and paying Call Premium calculated according to the below formula: <i>Call Premium = Nominal value of the Bond subject to early redemption x (1,5% x (A - B) /360)</i>, where</p> <p>“A“ is actual days count from the First Issue Date (inclusive) until the Maturity Date (inclusive), and “B“ is actual days count from the First Issue Date (inclusive) until the Early Redemption Date (inclusive).</p>
Early redemption under the request of the Bondholders	<p>Applicable. The Bondholders do not have a right to require to redeem the Bonds prior to their Maturity Date, unless:</p> <ul style="list-style-type: none"> (a) there is Put Option; (b) in case the Bondholders' Meeting, upon occurrence an Event of Default, has decided that the Bonds shall be redeemed prior to the Maturity Date; or (c) in case the Bondholders' Meeting, upon proposal of the Issuer, has decided that the Bonds shall be redeemed prior to the Maturity Date. <p>If the Bonds are redeemable under Put option, the Bondholders will be paid Redemption price plus one-off Compensation for non-admission will be calculated according to the below formula:</p>

	<i>Compensation for non-admission = Nominal value of the Bonds payable at the redemption x 2%.</i>
Collateral	<p>Before the First Issue Date:</p> <p>(a) First ranking maximum pledge over the Escrow Account in favour of the Trustee acting on behalf of the Bondholders securing Issuer's obligations to the Bondholders arising under the Bonds;</p> <p>(b) First ranking maximum mortgage over the plot of land with buildings located at Eitminų str. 3, Vilnius, Lithuania (registry number: 44/2350555), which currently includes the land plot (unique item number: 4400-5228-8138) and office building (unique item number: 4400-5407-8874), and covers all the existing and future auxiliary things and all future improvements of this collateral; and</p> <p>No later than 31 August 2021:</p> <p>(c) First ranking maximum mortgage over the 6429/1176350 of a plot of land located at Ukmergės str. 308 (unique item number: 4400-1141-0054) covering all the existing and future auxiliary things and all future improvements of this collateral.</p>
Suretyship	<p>Suretyship provided by the Fund under the Suretyship Agreement between the Fund and the Trustee, in accordance to which the Fund irrevocably and unconditionally undertakes to be gratuitously liable to the Bondholders to the extent of all his own assets (monetary funds in the bank accounts, receivables to such accounts, movable and immovable property, securities, and all other assets and proprietary rights) if the Issuer fails to duly fulfil or does not fulfil properly its payment obligations or any portion thereof under the Bonds issued under this Information Document, including case when the Issuer fails to fulfil its obligations under the Bonds due to the Issuer's insolvency, bankruptcy or restructuring.</p>