

ANNEX NO 2

To the draft resolution of the general meeting of shareholders being convened

Main terms of the emission of Convertible Bonds No 2

1.	Number of the Convertible Bonds No 2:	100
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2.	Nominal value and issue price of one Convertible Bond No 2:	EUR 100
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3.	Total sum of nominal value and issue price of all Convertible Bonds No 2:	EUR 10,000
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4.	Rights granted by the Convertible Bonds No 2:	Rights granted under the Law on Companies of the Republic of Lithuania, other applicable laws, articles of association of the Company, this resolution and agreement regarding subscription of Convertible Bonds No 2.
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5.	Interest and mechanism of payment thereof:	5.1. The Convertible Bonds No 2 shall bear fixed annual interest. The annual interest shall vary depending on the period which have passed since the date the Convertible Bonds No 2 were paid up, as described below: 5.1.1. for the period from the day the Convertible Bonds No 2 were paid up (such day included) until such day of the year 2022 on which 1 year after the day Convertible Bonds No 2 were paid up will have passed (such day not included) 9.5% annual interest calculated from the nominal value of Convertible Bonds No 2 shall apply; 5.1.2. for one year period from such day of the year 2022 on which 1 year after the day Convertible Bonds No 2 were paid up will have passed (such day included) until the day of the year 2023 on which 2 years after the day Convertible Bonds No 2 were paid up will have passed (such day not included) 10.0% annual interest calculated from the nominal value of Convertible Bonds No 2 shall apply; 5.1.3. for one year period from such day of the year 2023 on which 2 years after the day Convertible Bonds No 2 were paid up will have passed (such day included) until the day of the year 2024 on which 3 years after the day Convertible Bonds No 2 were paid up will have passed (such day not included) 10.5% annual interest calculated from the nominal value of Convertible Bonds No 2 shall apply; 5.1.4. for one year period from such day of the year 2024 on which 3 years after the day Convertible Bonds No 2 were paid up will have passed (such day included) until the day of the year 2025 on which 4 years after the day Convertible Bonds No 2 were paid up will have passed (such day not included) 11% annual interest calculated from the nominal value of Convertible Bonds No 2 shall apply; 5.1.5. for one year period from such day of the year 2025 on which 4 years after the day Convertible Bonds No 2 were paid up will have passed (such day included) until the day
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of the year 2026 on which 5 years after the day Convertible Bonds No 2 were paid up will have passed (such day not included) 11.5% annual interest calculated from the nominal value of Convertible Bonds No 2 shall apply;

5.1.6. for one year period from such day of the year 2026 on which 5 years after the day Convertible Bonds No 2 were paid up will have passed (such day included) until the day of the year 2027 on which 6 years after the day Convertible Bonds No 2 were paid up will have passed (such day not included) 12% annual interest calculated from the nominal value of Convertible Bonds No 2 shall apply;

5.1.7. for one year period from such day of the year 2027 on which 6 years after the day Convertible Bonds No 2 were paid up will have passed (such day included) until the day of the year 2028 on which 7 years after the day Convertible Bonds No 2 were paid up will have passed (such day not included) 12.5% annual interest calculated from the nominal value of Convertible Bonds No 2 shall apply;

5.1.8. for one year period from such day of the year 2028 on which 7 years after the day Convertible Bonds No 2 were paid up will have passed (such day included) until the term of the Convertible Bonds No 2 expires (such day not included) 13% annual interest calculated from the nominal value of Convertible Bonds No 2 shall apply;

5.2. The interest shall be calculated starting from the day the Convertible Bonds No 2 were paid up (such day included).

5.3. The amount of interest to be paid to each owner of the Convertible Bonds No 2 depends on the total amount of Convertible Bonds No 2 owned and total sum of their nominal value.

5.4. Interest to each owner of the Convertible Bonds No 2 shall be paid monthly for the respective period of the previous month. The first interest payment day shall be the day on which one month after the day the Convertible Bonds No 2 were paid up will have passed. The interest payment day shall be excluded when calculating and paying interest.

5.5. Interest shall be calculated daily in euro currency, based on the factual number of days in the interest-bearing period divided by the factual number of days in a year (Act/Act).

5.6. Persons who are the owners of the Convertible Bonds No 2 one business day prior interest payment day shall have the right to receive the accrued interest.

5.7. In case any scheduled interest payment day is not a business day, the accrued interest for the relevant one month period shall be paid on the next business day following the scheduled interest payment day.

5.8. The calculation of interest shall be suspended as of the day of redemption of Convertible Bonds No 2. If the Convertible Bonds No 2 are redeemed before the expiry of the 10 year term specified in Clause 6.3 below, the calculation of interest shall be suspended as of such redemption day and interest for periods

following such premature redemption day shall no longer be calculated and paid.

6. Start date and redemption date (term) of Convertible Bonds No 2:
- 6.1. The start date of the Convertible Bonds No 2 is the day of subscription.
 - 6.2. The validity term of Convertible Bonds No 2 is 115 months starting from the day of subscription unless Convertible Bonds No 2 are redeemed prior to such date.
 - 6.3. The redemption date of Convertible Bonds No 2 is the day on which 115 months after the day of subscription will have passed unless Convertible Bonds No 2 are redeemed prior to such date.
 - 6.4. The redemption date of Convertible Bonds No 2 may be changed by the decision of the Fund owning 100% of all issued Convertible Bonds No 2 as set out in Clause 7 below.
 - 6.5. On the redemption date, Convertible Bonds No 2 are redeemed by paying their owners the nominal value of Convertible Bonds No 2. Interest accrued before the redemption date but not yet paid shall be also paid on the redemption date. Persons who were the owners of the Convertible Bonds No 2 one business day prior to the redemption date have the right to receive accrued interest and nominal value of Convertible Bonds No 2.
 - 6.6. The Company shall have the right at any time, in its sole discretion, to redeem all or part of the Convertible Bonds No 2 before the expiry of the term specified in Clause 6.2 by paying to the owners of the Convertible Bonds No 2 their nominal value and accrued but not yet paid interest when 5 business days starting from the day the Fund transferred all its owned Company's shares acquired by converting Convertible Bonds No 1 (including cases where the shares are acquired by the Company itself) have passed. With respect to Convertible Bonds No 2, after the Fund acquires the first Company's shares by converting the Convertible Bonds No 1, any subsequent sale of the Company's shares shall be deemed to constitute the sale of the Company's shares acquired by the Fund upon conversion of the Convertible Bonds No 1.

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7. Conversion of the Convertible Bonds No 2 into shares:
- The Convertible Bonds No 2 are exchanged (converted) to Company's shares if only within prescribed terms the Company's shares acquired by converting the Convertible Bonds No 1 are not redeemed.
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8. Conversion ratio according to which Convertible Bonds No 2 are converted into Company's shares:
- 8.1. The Convertible Bonds No 2 are generally converted to such number of newly issued Company's shares which corresponds to the number equal to 10% of the Company's shares held at that time by the Fund which were acquired by converting the Convertible Bonds No 1. With respect to Convertible Bonds No 2, after the Fund acquires the first Company's shares by converting the Convertible Bonds No 1, any subsequent sale of the Company's shares shall be deemed to constitute the sale of the Company's shares acquired by the Fund upon conversion of the Convertible Bonds No 1 (this rule is applied until the moment the number of shares sold by the Fund becomes equal to the number of shares acquired by the Fund by converting the Convertible Bonds No 1).
 - 8.2. Number of Company's shares to be converted from one Convertible Bond No 2 will be determined proportionally by taking in account the rule specified in Clause 8.1. If the number of Company's shares to be converted from one Convertible Bond No 2 is calculated and it is a non-integer number, it will be rounded in accordance with mathematical rounding rules.
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	8.3.	The board of the Company may determine additional rules according to which the ratio of converting one Convertible Bond No 2 into Company's shares will be established. Such rules shall be specified in the agreement regarding subscription of the Convertible Bonds No 2.
9.	Class of shares to be converted from Convertible Bonds No 2:	Ordinary registered shares.
10.	Number of shares to be converted from Convertible Bonds No 2:	Number of Company's shares to be converted from Convertible Bonds No 2 shall be determined in accordance with the procedure and conversion ratio specified in Clause 8.
11.	Nominal value of one share to be converted from Convertible Bonds No 2:	EUR 0.03
12.	Total sum of nominal value of shares to be converted from Convertible Bonds No 2:	Total sum of nominal value of shares to be converted from Convertible Bonds No 2 shall be calculated by multiplying the nominal value of one share by the total number of shares determined in accordance with the procedure and conversion ratio set forth in Clause 8.
13.	Rights granted by the shares:	<p>13.1. To participate in the management of the Company;</p> <p>13.2. To receive dividends;</p> <p>13.3. To receive a share of assets of the Company remaining after its liquidation;</p> <p>13.4. To receive shares free of charge if the authorized share capital is increased out of the Company's funds;</p> <p>13.5. Pre-emptive right to acquire shares and convertible bonds issued by the Company, except in cases specified in Company's articles of association and laws;</p> <p>13.6. To lend money to the Company in the manner established by the laws;</p> <p>13.7. To sell or otherwise transfer all or part of shares, to leave the shares to other persons under the last will;</p> <p>13.8. To participate and vote in the general meetings of shareholders;</p> <p>13.9. To receive information on the Company's activities in accordance with the terms and procedure established in the laws and the articles of association;</p> <p>13.10. Other rights granted under the Law on Companies of the Republic of Lithuania and other applicable laws.</p>