

NORDSTREET

GENERAL TERMS AND CONDITIONS OF THE LOAN AGREEMENT

This Loan Agreement regulates the Loan transactions concluded on the Platform operated by the Operator, according to which the Lenders shall provide the Borrower with the Crowdfunding funds for the development of the Projects related to the buy-to-let of real estate.

The User acknowledges and confirms that it has acquainted itself with the present Loan Agreement in detail, read it, understood the content and consequences of each of its provisions and signed it as a legally binding document without compulsion, coercion or other undue influence.

I. DEFINITIONS AND INTERPRETATION

1. The capitalised terms in the present Loan Agreement shall have the following meanings, unless the context otherwise requires:
 - 1.1. **Account** means a unique account of the Lender or the Borrower, opened in the system operated by the selected payment services provider.
 - 1.2. **Application** means a binding public offer to enter into a Loan Agreement, published by the Borrower on the Platform. The terms of the Application are agreed with (and approved by) the Operator and are based on written documents and the Borrower's data.
 - 1.3. **Automatic Assignment of the Claim** means a process when the Operator may automatically be subrogated to the Claims of the Lenders in order to better safeguard the interests of the Lenders in the recovery proceedings resulting from the Borrower's failure to fulfil its obligations properly and consequent termination the Loan Agreement. The procedure and the terms and conditions of the automatic subrogation to the Claim are detailed in the present General Terms and Conditions and the Platform Agreement.
 - 1.4. **Automatic Investment Function** means a functionality offered to the Lenders on the Platform, which allows to pre-select the investment criteria published on the Platform, which are acceptable to the Lenders, and, on the basis of such selection, to automatically submit Proposals for financing of the Applications published by the Lenders on the Platform. When submitting Proposals using this functionality, the funds in the Lender's NS Pay account, used to finance the respective Application, shall be automatically reserved and / or automatically transferred (debited) from it.
 - 1.5. **Borrower** means a Borrower specified in the Special Terms and Conditions who is compliant with the requirements set for the Borrower in the Platform Agreement.
 - 1.6. **Claims** mean the Lender's claims against the Borrower under the Loan Agreement, the amount of which is specified in the Proposal (Special Part), inclusive of all the rights related to or arising from them.
 - 1.7. **Collateral** means the collateral specified in the Special Terms and Conditions, securing the fulfilment of the Borrower's obligations under this Loan Agreement: (i) the maximum mortgage on real estate; (ii) the maximum pledge; (iii) sureties and guarantees of third parties; and / or (iv) other collateral securing fulfilment of obligations.
 - 1.8. **Fixed Interest** means the interest rate specified in the Special Terms and Conditions, which the Borrower undertakes to pay to the Lender for the granted Loan Amount, which is calculated for each calendar day based on the actual balance of the Loan Amount, assuming 365 days per year and a calendar number of days per month.
 - 1.9. **General Terms and Conditions** mean the general terms and conditions of the present Loan Agreement, including any additions or amendments.
 - 1.10. **Increased Interest Rate** means the Fixed Interest Rate calculated in accordance with the procedure established in the Special Terms and Conditions, which the Borrower undertakes to pay in case the

real estate provided for in the Special Terms and Conditions is not leased on market terms within the term specified in the Loan Agreement.

- 1.11. **Interest** means the interest rate that the Borrower undertakes to pay to the Lender for the Loan Amount, which is specified by the Borrower in the Application and includes Fixed Interest and Variable Interest.
- 1.12. **NS Pay account** means the unique Lender's or the Borrower's account opened in UAB "NS Pay", legal entity code 305652931, head office address Vašingtono a. 1-62, Vilnius, Republic of Lithuania which is used to transfer the Loan Amount, and to credit or debit any charges. UAB „NS Pay“ is an electronic money institution under the supervision of the Bank of Lithuania that is responsible for proper functioning of the account.
- 1.13. **Lender** means the Financier who has entered into the present Loan Agreement.
- 1.14. **Loan Agreement** means an agreement concluded between the Borrower and the Lender (s) through the Platform on the basis of which: the Lender (s) grant (s) a loan to the Borrower in accordance with the terms of the agreement and the Borrower undertakes to repay the received loan and make all payments related to the receipt (Interest, etc.). The Users are aware that all amendments and annexes to the Loan Agreement made by mutual agreement of the Users become an integral part of the Loan Agreement and are binding on the Parties. The Loan Agreement consists of a separate agreement between the Operator (in the name and for the benefit of the Lenders) and the Borrower, based on the special terms and conditions of the Loan Agreement and the Application (offer), made by the Borrower and approved by the Operator, based on this agreement and the Lender's Proposal (acceptance) as well as the General Terms and Conditions including all additions and amendments thereto.
- 1.15. **Loan Amount** means the amount of loan money lent by the Lender (s) to the Borrower through the Platform, which corresponds to the Borrower's completed Application and which the Borrower undertakes to repay to the Lender (s) and to pay Interest and other fees.
- 1.16. **Loan Repayment Schedule** means a payment schedule, which specifies the Loan repayment, Interest payments and other payments that the Borrower must make under the Loan Agreement and which forms an integral part of the Loan Agreement. The Loan Repayment Schedule is created on the Platform and published in the Borrower's User Account and / or the Lender's User Account.
- 1.17. **Operator Fee** means a one-off fee set by a separate agreement between the Operator and the Borrower, which is paid by the Borrower to the Operator for the administration of the Loan under the Loan Agreement and the Platform Agreement until discharge of the obligations under the Loan Agreement. The amount of the fee is determined for each Borrower individually in accordance with the Service Fees published on the Platform, taking into account the credit risk, the Loan Amount, the Loan Amount repayment term and other important circumstances.
- 1.18. **Operator** means UAB Nordstreet, legal entity code 304565690, registered office at Naugarduko g. 19, Vilnius, Lithuania. The Operator is included in the Public List of Operators of Crowdfunding Platforms, administered by the Bank of Lithuania.
- 1.19. **Platform** means the system supervised and operated by the Operator, which is hosted at www.nordstreet.com and enables provision of crowdfunding. On the Platform, the Borrowers and the Lenders may borrow or lend money by participating in the Auctions in accordance with the procedure and conditions established by the Platform Agreement, thus creating Loan legal relationship. The Operator is carrying out its activity as an operator of the Platform.
- 1.20. **Profit Share** means the remuneration specified in the Special Terms and Conditions for the granted Loan Amount, which is calculated as a part of the profit received on the successful implementation of the Project and at the sale of the real estate.
- 1.21. **Project Assets** mean the real estate specified in the Special Terms and Conditions of the Loan Agreement, in respect of which the Project will be implemented, which will be leased during the Project implementation period and for the sale of which the Lenders are entitled to the payment of the Profit Share.

- 1.22. **Project** means a project prepared to satisfy business, professional, scientific, research and other needs, except for consumption, and published on the Platform, for the implementation of which the Project owner seeks to attract crowdfunding funds.
 - 1.23. **Related Party** means any person who has assumed any obligations in respect of the Operator or the Lenders under the Collateral.
 - 1.24. **Repayable Loan Amount** means the portion of the Loan Amount repayable by the Borrower to a particular Lender under the concluded Loan Agreement (i.e. only the outstanding amount of the loan not repaid to the specific Lender, excluding accrued Interest and / or other accrued amounts payable).
 - 1.25. **Secondary Market** means the functionality (system) of the Platform, through which the Users are able to assign to other Users the Claims they are entitled to (or acquire them from other Users, respectively).
 - 1.26. **Service Fees** mean the fees payable to the Operator for the services provided, which are published on the Platform.
 - 1.27. **Special Terms and Conditions** mean a separate agreement concluded between the Operator (in the name and for the benefit of the Lenders) and the Borrower on the special conditions of the Loan Agreement as well as the Application (offer) presented by the Borrower and approved by the Operator and the Proposal (acceptance) presented by the Lender.
 - 1.28. **Variable Interest** means the interest rate calculated in accordance with the procedure established in the Special Terms and Conditions, which the Borrower undertakes to pay to the Lender for the granted Loan Amount, which depends on the performance of the Project.
2. Other capitalised terms used in this Loan Agreement shall have the meanings set forth in the Agreement on the Use of the Platform, the Law and other applicable legal acts.

II. OBJECT OF THE LOAN AGREEMENT

3. Under the conditions and in accordance with the procedure specified in the Loan Agreement, the Lenders undertake to provide the Loan Amount to the Borrower by means of crowdfunding, and the Borrower undertakes to repay the Loan Amount under this Loan Agreement and:
 - 3.1. to pay Fixed Interest;
 - 3.2. to pay Variable Interest;
 - 3.3. to fulfil other obligations specified in the Loan Agreement.
4. The Borrower undertakes to use the Loan Amount exclusively for the purpose of the use of the Loan Amount, which is specified in the Special Terms and Conditions of the present Loan Agreement. Upon receipt of the Operator's written request, the Borrower undertakes to collect, store and immediately provide the Operator with the requested information and documents justifying the use of the Loan Amount.
5. The Parties note that the Operator shall be entitled to check, at any time, as concerns the disbursement of the Loan Amount and the implementation of other terms of the Loan Agreement:
 - 5.1. correctness and accuracy of the information provided by the Borrower and Related Persons;
 - 5.2. various circumstances of the use of the Loan Amount for its purpose;
 - 5.3. the progress of the Project, the Borrower's income received from the Project, the expenses incurred, and the documents confirming this.

III. CONCLUSION OF THE LOAN AGREEMENT

6. The Loan Agreement is concluded in the form of crowdfunding and consists of the Special Terms and Conditions and the present General Terms and Conditions. The Loan Agreement is considered to be a multilateral loan transaction provided more than one Lender shall be lending funds to the Borrower under the Application.
7. The Borrower shall be entitled to withdraw the Application only until the moment of publication of the Application on the Platform, i.e. when the first proposal for financing the Application is submitted after the

publication of the Application. After the first proposal for the financing of the Application, the Borrower shall no longer be entitled to withdraw the Application without a separate consent of the Operator.

8. If the Lender undertakes to provide financing for the selected Project on the Platform in accordance with the published Application, such action of the Lender shall be irrevocable and the Lender shall not be entitled to withdraw such a commitment to grant the loan.
9. The Loan Agreement is a crowdfunding transaction and is entered into by means of crowdfunding on the Platform. The Loan Agreement is considered to be concluded from the moment of successful financing of the entire amount of the Application on the Platform.
10. The Parties agree that the actions taken by the Borrower and the Lender (Submission of the Application, the Proposal) and the data specified (User code, User account details, Borrower's or Lender's NS Pay account statement, User's or Platform's e-mails, or telephone audio recording, or the Platform's statement of the Borrower's or Lender's actions in the User's Account) shall be considered to be sufficient to express the will and intention to enter into the Loan Agreement and shall be equated to the Lender's or Borrower's signature with legal force as prescribed in the legal acts, and the Application and the Proposal placed on the basis thereof (Special Terms and Conditions) and the General Terms and Conditions, under which the amount lent by the Lender is transferred to the Borrower, shall be treated as a single original document and be equivalent to a document drawn up in writing, and shall have the same legal effects as a document signed by the Borrower and the Lender on each sheet thereof.
11. The Lenders authorise the Operator to represent their interests, enter into asset pledge transactions and / or other agreements related to the Loan Agreement and / or Collateral, where it is necessary to protect the interests of the Lenders and to represent them in court and / or other institutions.

IV. PROCEDURE FOR DISBURSEMENT OF THE LOAN AMOUNT

12. Once the Lenders have financed the entire Loan Amount to be collected, as specified in the Borrower's Application, the said amount shall be transferred to the Borrower's Account in accordance with the procedure provided for in the Loan Agreement. For this purpose, the Lenders warrant that the Operator shall be entitled to credit the amount of financing offered by the Lenders from the Lenders' Account to the Borrower's Account.
13. The Operator undertakes to confirm the payment of the Loan Amount or a part thereof to the Borrower's NS Pay account, in accordance with the terms of the Loan Agreement, only when all the following conditions are met (the Operator has the right to waive any of the following conditions on its own and without a separate notice):
 - 13.1. all representations and warranties of the Borrower and Related Persons are accurate, true and valid, and testified by the documents submitted to the Operator;
 - 13.2. none of the grounds specified in Clause 57 of the General Terms and Conditions exists, regardless of when it became clear, and, in the opinion of the Operator, there is no reason to believe that any such ground might arise in the future;
 - 13.3. all the Collateral have been duly executed and the documents attesting this have been submitted to the Operator, which are acceptable to it in terms of their content and form;
 - 13.4. the Borrower has concluded the insurance contracts required by the Operator and agreed upon in the Loan Agreement, and has submitted the documents proving this;
 - 13.5. in case of pledging real estate, the Borrower has provided the Operator with copies of the documents for the acquisition of the pledged real estate and the documents issued by the State Enterprise Center of Registers certifying the rights to the pledged real estate (possibly electronically, unless otherwise requested by the Operator);
 - 13.6. the Borrower has provided the Operator with the documents attesting to full and detailed information on the sources of income, required to make payments under the Loan Agreement;
 - 13.7. the Borrower has submitted to the Operator the appraisal of the assets subject to pledge, which has been prepared on the basis of the Law on the Bases of Property and Business Valuation of the Republic of Lithuania;

- 13.8. after crediting the Loan Amount to the Borrower's NS Pay account, the ratio of the Debt to the value of the pledged assets will not exceed the amount specified in the Special Terms and Conditions of the Loan Agreement;
- 13.9. there are no current or possible future Encumbrances (known to the Borrower at the time of entering into this Loan Agreement) in respect of the asset pledged to the Operator, unless otherwise provided in the other terms of the Loan Agreement;
- 13.10. other obligations of the Borrower under this Loan Agreement, the Platform Agreement, and other agreements concluded between the Operator, the Lender and the Borrower are being duly fulfilled.
14. All the conditions specified in Clause 13 of the present General Terms and Conditions, as well as the conditions specified in the Special Terms and Conditions, which concern the disbursement of the Loan Amount to the Borrower, must be fulfilled in a manner and form acceptable to the Operator. The Operator shall have the sole discretion to unilaterally assess whether or not the specific conditions mentioned above, which are attached to the disbursement of the Loan Amount, have been properly fulfilled.
15. If any of the conditions specified in the Loan Agreement is not fulfilled in a manner appropriate to the Operator before the disbursement of the Loan Amount, the Operator shall be entitled to terminate the present Loan Agreement, without any consequences for itself and the Lenders, by notifying the Borrower in writing (presentation of such a notice electronically shall be considered a proper and acceptable way of notification). In this case, the funds transferred by the Lender for the conclusion of the Loan Agreement to the Lender's NS Pay account from which the payment was made shall be repaid to the Lender within 10 (ten) business days.
16. The Operator shall be entitled, at its own discretion, to waive, in respect of the Borrower, one or more of the conditions provided for in Clause 13 of the present General Terms and Conditions.

V. REPAYMENT OF THE LOAN. INTEREST

17. The Borrower shall repay the Loan Amount and pay the Interest within the time limits set in the Loan Repayment Schedule.
18. The Borrower undertakes to repay the Loan Amount at the periodicity specified in the Payment Schedule, together with the Interest provided for in and calculated in accordance with the Loan Agreement, i.e.:
 - 18.1. Fixed Interest;
 - 18.2. Variable Interest;
 - 18.3. Profit Share (after successful implementation of the Project).
19. The Fixed Interest on the Loan Amount, which are due to the Lenders, shall start to accrue on the day (inclusive) on which the successfully financed Loan Amount is paid to the Borrower.
20. The Variable Interest due to the Lenders shall be calculated in accordance with the procedure and periodicity provided for in the Special Terms and Conditions, after the Borrower has provided the Operator with all the required information on the income received and expenses incurred in relation to the Project assets. The amount of the Variable Interest payable is provided for in the Special Terms and Conditions and shall be calculated in accordance with the procedure established in the Special Terms and Conditions on the basis of the income received from lease of the real estate acquired during the implementation of the Project.
21. Irrespective of the yield of the Project (i.e. the income from lease of the real estate acquired during the Project), the Borrower must in all cases pay at least the Fixed Interest to the Lenders.
22. At the end of the term of the Loan Agreement, the Lenders may also be paid the Profit Share calculated at the end of the term of the Loan Agreement upon successful implementation of the Project and realisation of the real estate acquired. A more detailed procedure for the realisation of real estate acquired during the Project is provided in Section VI of the present General Terms and Conditions.
23. All payments under the Loan Agreement must be made through active actions by the Borrower itself. All the payments under the Loan Agreement must be made from the Account opened in the name of the Borrower to the account specified in the Special Terms and Conditions.

24. If the Borrower wishes to make a payment not from an Account opened in its own name or a third party wishes to make a payment for the Borrower under the Loan Agreement, the Operator must be duly notified of such actions, in writing, no later than 10 business days before the planned payment; in addition, the payment details must clearly indicate that such payment is made for the obligations of a particular Borrower under the present Loan Agreement. In the event of defective compliance with these requirements, the Borrower shall bear all risks associated with the late offsetting and administration of such payments received, as well as the late distribution to the Lenders of such amounts received. In the latter case, the Borrower must reimburse the Operator for the additional costs related to the administration of such a payment which has not been agreed upon.
25. If the Borrower fails to make payments under this Loan Agreement in a proper and timely manner, the Borrower shall be obliged to pay compensatory interest and / or make other payments provided for in the Loan Agreement and pay the Service Fees published by the Operator.
26. The Operator shall distribute the funds received to the technical account to the Lenders and deduct the payments due to the Operator from the amounts received.
27. In the event of overdue payments, upon receipt of the funds the amounts due from the Borrower shall be credited in the following order:
 - 27.1. first – payments due to the Operator in accordance with the Service Fees approved by the Operator and the agreements concluded between the Operator and the Borrower;
 - 27.2. second – compensatory interest due to the Lenders;
 - 27.3. third – Interest due to the Lenders;
 - 27.4. fourth – Increased Interest Rate due to the Lenders;
 - 27.5. fifth – the Loan Amount granted by the Lenders and the Profit Share.
28. In the event of early termination of the Loan Agreement, the Borrower shall be obliged to pay all compensatory interest and Interest due under the Loan Agreement.
29. If the Borrower misses the terms provided in the Loan Repayment Schedule, the Borrower shall pay compensatory interest¹ of 0.02% on the amount overdue, for each calendar day of delay.
30. If the repayment term of the entire Loan Amount specified in the Loan Repayment Schedule has expired, the compensatory interest specified in Clause 29 of the present General Terms and Conditions shall continue to be calculated from the last outstanding Loan Amount.

VI. SALE OF PROJECT ASSETS

31. The Borrower, to whom the Loan Amount has been disbursed, undertakes to acquire, lease and sell the Project assets before the expiry of the Loan Agreement, under the conditions provided for in the Loan Agreement.
32. In case the Borrower, 2 months before the expiry of the Loan Agreement, does not take the actions necessary for the sale of real estate acquired during the implementation of the Project (e.g. fails to find a potential buyer, fails not enter into a preliminary sale and purchase agreement, etc.) or the Borrower's actions do not produce a tangible result, the Operator shall be entitled to suggest a market-known agent who would organise a transparent sale of the Borrower's Project assets at the market price. In all cases, the Borrower undertakes to cooperate with the respective agent specified by the Operator. All the substantiated and reasonable costs related to the realisation (sale) of the Project assets (e.g. the remuneration of the agent specified by the Operator) shall be deducted from the amount received for the sale of the Project assets. The Profit Share due to the Lenders shall be calculated from the remaining amount of the sale of the Project assets, exceeding the acquisition price of the Project assets² (excess profit), in accordance with the procedure established in the Special Terms and Conditions.

¹ Daily interest rate.

² The acquisition price of the Project Assets shall be considered to be the Loan Amount financed on the Platform (operated by the Operator) and paid to the Borrower.

33. If the Borrower does not sell the Project assets by the end of the term of the Loan Agreement, the Operator shall be entitled to give to the Borrower additional 20 working days to sell the Project assets and receive payment for them. No Interest shall be accrued to the Borrower during this period.
34. In all cases, the real estate acquired in the course of the Project must be appraised by an independent property appraiser acceptable to the Operator in accordance with the procedure established in the Law on the Bases of Property and Business Valuation. The appraisal must not be older than 6 months at the time of sale of the assets, but the Operator reserves the right to request a more recent reappraisal (e.g. in the event of rapid changes in the real estate market situation, etc.). The Borrower undertakes to cover the costs of appraisal of the assets. Once the value of the assets to be sold has been determined, the real estate in question must be sold at a price not lower than that set by an independent property appraiser.
35. In all cases, the aim must be to sell the Project assets at a price not lower than the market price and at a price not lower than the minimum sale price of the Project assets specified in the Special Terms and Conditions (if applicable). In all cases, the Borrower must obtain the Operator's prior written consent to the conclusion of both the preliminary asset purchase and sale agreement and the main asset purchase and sale agreement.
36. Upon sale of the assets acquired in the course of the Project, the Borrower must provide the Operator with all the information and / or documents related to the sale of real estate, on the basis of which the Operator shall calculate the Profit Share due to the Lenders for successful realisation (sale).
37. Irrespective of the sale price of the Project assets, the Borrower must in all cases repay the full Loan Amount and pay Interest, as well as make any other payments related to the Loan Agreement, by the end of the Loan repayment term. For the sake of clarity, in such a case, if the Project assets were sold at a lower price than they have been purchased at, this would not reduce the Loan Amount payable by the Project Owner.

VII. EARLY REPAYMENT OF THE LOAN AMOUNT

38. The Borrower shall be entitled to sell the real estate acquired during the Project before the end of the Project implementation period and to repay the Loan Amount in advance, with the Operator's prior written consent. In this case, the Borrower shall pay the Fixed Interest and the Variable Interest, accrued up to the date of the early repayment of the Loan Amount, and the Profit Share due to the Lenders from the sale of the Project assets as set out in Section VI of the General Terms and Conditions.
39. Seeking for an early repayment of the Loan Amount, the Borrower must notify, by e-mail 5 (five) business days prior to the respective payment date, the Operator of the intention to repay the Loan Amount or a part thereof earlier. In the notice of early repayment, the Borrower shall indicate the details of the Loan Agreement (date and number), the sum of the Loan Amount to be repaid early and the payment date on which the Loan Amount will be repaid. The Borrower, having submitted the notice referred to herein, shall not have the right to withdraw it without the separate written consent of the Operator and shall be deemed unconditionally obliged to repay the amount specified in the notice (including the Loan Amount Early Repayment Fee due to the Operator) within the specified term. If the Borrower fails to comply with such updated obligations thereof, the Operator shall be entitled to demand penalties, other payments and / or fees for breach of payment obligations, as would be applicable in case of breach of the Loan Agreement. If the Borrower's notice is not in conformity to the requirements of this condition, the Operator shall be entitled not to credit the Borrower's funds for early repayment of the Loan and to repay to the Borrower the overpayment of the monthly payment made. The submission of the notice within the set term and the obligatory details specified therein constitute the material preconditions for the early repayment of the Loan Amount.

VIII. COLLATERAL

40. Proper fulfilment of the Borrower's obligations under the Agreement shall be secured by Collateral. All documents and transactions creating the Collateral must be of the form and content acceptable to the Operator, i.e. agreed upon by the Borrower and the Operator in advance. The Loan Agreement must in all cases be secured by a maximum mortgage agreement. Collateral transactions of notarial form shall be concluded at a time agreed upon in advance with the Operator and at a notary office selected by the Operator.

41. The Borrower undertakes to ensure that until the discharge of the Borrower's obligations under the Loan Agreement, all the Collateral is valid and it is possible to enforce it under the conditions provided in the relevant Collateral transactions.
42. Should, for any reason, the amount of the Borrower's defaulted obligations under the Loan Agreement and the Debt to Collateral Value Ratio established by the Appraisers acceptable to the Operator become higher than the Debt to Collateral Value Ratio established in the Special Terms and Conditions, before the discharge of the Borrower's obligations under the Loan Agreement, the Borrower must immediately, but no later than within 10 (ten) business days from the date of dispatch of the Operator's written notice, additionally pledge real estate acceptable to the Operator or other assets acceptable to the Operator so that the ratio of the amount of the Borrower's defaulted payment obligations under the Loan Agreement to the market value of all the pledged assets would not exceed the ratio of the Debt to the Pledged Assets, or to repay such a part of the Loan Amount that the ratio of the amount of the Borrower's defaulted payment obligations under this Loan Agreement to the market value of the entire pledged assets would not exceed the ratio of the Debt to the value of the pledged assets.
43. In maximum mortgage agreements, the Operator shall be identified as the representative of the Lenders (as creditors), whereas the Lenders themselves will not be identified in such transactions and registered in the relevant official mortgage register (as required by the applicable legal acts). To that end, the Operator will have all the rights and obligations as a representative of the mortgage creditor, provided for in the Loan Agreement, the Platform Agreement and / or applicable legal acts.

IX. UNDERTAKINGS OF THE PARTIES TO THE AGREEMENT

44. Each of the Parties hereby warrants to each other that:
 - 44.1. The Parties have duly acquainted themselves with the provisions of the present Loan Agreement (both the General Terms and Conditions, the Special Terms and Conditions and other applicable annexes to the Agreement), understand their content and voluntarily consent to the terms and conditions of the Loan Agreement;
 - 44.2. A Party shall have the right to enter into this Loan Agreement, Collateral transactions and the conclusion and performance of relevant agreements is in accordance with the applicable law, decisions of the court, arbitration or other institutions, Articles of Association of the Parties (legal entities) and / or other documents of incorporation, obligations assumed under other agreements;
 - 44.3. A representative of the Party, concluding the present Loan Agreement, is acting within the limits of the granted powers, these powers are granted to him without prejudice to the applicable legal acts, the Party's Articles of Association and / or other documents of incorporation, decisions of management bodies, etc.;
 - 44.4. The Parties have obtained any and all permits, consents and decisions of the governing bodies, state institutions or other persons required for the conclusion of this Loan Agreement and the conclusion of Collateral transactions, if such decisions are required.
45. The Borrower undertakes:
 - 45.1. to properly submit the Collateral and ensure its validity under the conditions, procedure and terms set forth in the Loan Agreement;
 - 45.2. to use the received Loan Amount only in accordance with its purpose provided for in the Special Terms and Conditions of this Loan Agreement, to collect and keep documents proving this;
 - 45.3. to provide information on the progress of the Project, income related to the Project, documents confirming the expenses, all the information necessary to calculate the Variable Interest payable by the Borrower and the Profit Share, in accordance with the procedure and periodicity established by the Operator;
 - 45.4. immediately, but no later than within 1 working day, to inform the Operator about changes related to the Project (and submit related documents), including but not limited to:
 - 45.4.1. signing, terminating or change of the lease agreement (in the case of a long-term lease);

- 45.4.2. signing, terminating or changing the lease agreement (in the case of a short-term lease, when the agreement is signed with the management company coordinating the lease of the Project assets);
- 45.4.3. events that may affect the value of the assets, necessitate repairs or which may make it difficult to lease the assets (e.g. fire, other emergencies);
- 45.4.4. preliminary lease or sale agreements signed.
- 45.5. upon the demand of the Operator, to submit within the reasonable term set by the Operator the documents substantiating the use of the Loan Amount, in a form and conditions acceptable to the Operator;
- 45.6. to conclude agreements for lease and / or sale and purchase of the real estate related to the Project, to conclude other transactions related to the assets on market terms and prices, not to hide income and to provide the Operator in good faith with all the requested information related to the Project and the real estate related to the Project.
- 45.7. to repay the Loan Amount, pay Interest and make other payments provided for in the Loan Agreement by the final maturity provided in the Loan repayment schedule, and to pay compensatory interest as well as Operator's other fees published in the Service Fees, if the Loan Amount, a part thereof or Interest or other payments according to the Loan repayment schedule are not repaid;
- 45.8. to provide the Operator, by the due date of disbursement of the Loan Amount, with all the information on all valid obligations of the Borrower to third parties, guarantees received and provided, suretyship, collateral transactions entered into, as well as all other information that may be material to the Application, the Lender's proposal for financing of the Loan Amount, conclusion, performance, validity and termination of the Loan Agreement;
- 45.9. to ensure the Operator's ability to check the activities of the Borrower, the pledged assets, the activities performed upon the arrival of the Operator's representative at the Borrower's registered office and / or the location of the pledged assets. In case of non-compliance with this obligation or unreasonable delay to comply with it, the Operator shall acquire the right to terminate the Loan Agreement through the fault of the Borrower.
- 45.10. immediately and in any case no later than within 2 working days from the occurrence of the relevant circumstances to notify the Operator in writing, if:
 - 45.10.1. it is unable to make any payments under the Loan Agreement in a timely and proper manner or to properly and timely perform other obligations under the Loan Agreement;
 - 45.10.2. the pledged assets are damaged or destroyed or otherwise impaired;
 - 45.10.3. a decision is made regarding the reorganisation, liquidation, restructuring of the Borrower, initiation of bankruptcy proceedings against the Borrower or initiation of out-of-court bankruptcy proceedings;
 - 45.10.4. any contact information of the Borrower or Related Persons (if any) has changed;
 - 45.10.5. it is planned to use the Loan Amount (or part thereof) for a purpose other than that specified in the Application;
 - 45.10.6. the financial situation of the Borrower deteriorates or may deteriorate (e.g. newly assumed debt obligations);
 - 45.10.7. any circumstance arises that impairs or may impair the Borrower's solvency;
 - 45.10.8. any arbitral, judicial and / or other proceedings (enforcement, etc.) are initiated by the Borrower or initiated against the Borrower, if that may impair the financial situation of the Borrower;
- 45.11. without the Operator's prior written consent:
 - 45.11.1. not to provide sureties or guarantees, not to pledge any of its assets to third parties;
 - 45.11.2. not to encumber the assets pledged to the Operator to any extent;
 - 45.11.3. not to take or grant loans or credits of any size or type;

- 45.11.4. not to reduce the authorised capital, not to initiate reorganisation, restructuring, bankruptcy or liquidation procedures by itself;
- 45.11.5. to refrain from other actions that may have a significant negative impact on the proper performance of the present Loan Agreement;
- 45.12. to inform the Operator in advance in writing about the change of the registered office, the expected or actual deterioration of the financial condition, the expected settlement delays and about all other changes that may affect the fulfilment of obligations arising from or related to the Loan Agreement;
- 45.13. to cover with its own funds the expenses related to the conclusion, registration, notary, insurance and other expenses of the conclusion of the Loan Agreement and / or related to the conclusion of the Loan Agreement;
- 45.14. to properly fulfil other obligations arising from and / or related to the Loan Agreement.
- 46. Non-fulfilment or defective fulfilment of the obligations specified in Clause 45 of the present General Terms and Conditions shall be considered a material breach of the Loan Agreement.
- 47. The Operator, having learned that the circumstances specified in Clause 45.11 exist and not having been notified by the Borrower thereof, shall be entitled to take appropriate actions, including termination of the Loan Agreement, suspension of the Borrower's activities on the Platform or removal thereof from the Platform.
- 48. The Borrower undertakes to implement the objective of lease of the Project assets, as established in the Special Terms and Conditions, throughout the entire term of the Loan Agreement. In the event that the objective of lease of the Project assets in question is not achieved and the Project assets are not leased, the Borrower shall in any case be required to pay to the Lenders the Fixed Interest set forth in the Special Terms and Conditions. If the objective of lease of the Project assets, as established in the Special Terms and Conditions, is not achieved during the term of the Loan Agreement, the Operator shall be entitled to refer to the Borrower a different management company to coordinate the lease of the Project assets, and the Borrower, respectively, after such a referral of the Operator, shall make maximum effort to enter into an agreement with the respective management company on the coordination of the lease of the Project assets within a reasonable term, but no later than within 10 calendar days.
- 49. The Borrower further certifies and warrants that:
 - 49.1. all the representations and warranties of the Borrower and Related Persons, concerning the Loan Agreement, are accurate, true, valid and confirmed by the documents submitted to the Operator;
 - 49.2. as of the date of concluding the Loan Agreement, it has no other financial obligations not disclosed to the Operator, obligations under the pledge, surety, guarantee or other agreements securing the fulfilment of the obligations of the Borrower or third parties;
 - 49.3. the Borrower is not subject to and there is no information of any pending litigation or arbitration proceedings a decision taken in which could adversely affect the Borrower's financial condition, business operations and / or the fulfilment of its obligations under the Loan Agreement;
 - 49.4. the Borrower is not subject to any investigations initiated by other competent authorities (e.g. the State Tax Inspectorate, the Financial Crime Investigation Service, the Special Investigation Service)
- 50. The Lenders undertake:
 - 50.1. to grant the Loan Amount to the Borrower in accordance with the procedure and conditions provided for in the Loan Agreement;
 - 50.2. not to disclose the Borrower's confidential information to third parties, except in cases provided by legal acts;
 - 50.3. not to prevent the Borrower from properly and timely fulfilling its obligations under the Loan Agreement.
- 51. In this case, if the Operator suspects that the Project assets specified in the Special Terms and Conditions have been leased on non-market terms, it may apply to the Borrower for additional explanations and evidence of the lease agreement having been concluded on market terms. The Borrower undertakes to provide the Operator with additional explanations and evidence within a reasonable period of time specified

in the Operator's notice. In such a case, if the Borrower refuses to provide additional explanations and evidence, or if, after evaluating the explanations and evidence provided, the Operator has reason to believe that there has been a breach of the obligation specified in Clause 45.6, the Operator may demand conclusion of a new lease agreement or terminate the Loan Agreement unilaterally and with immediate effect in accordance with the procedure set out in Clause 57 of the General Terms and Conditions.

X. ASSIGNMENT OF CLAIM ON THE SECONDARY MARKET

52. The Operator may create an opportunity on the Platform for the Lenders to assign their existing Claims on the Secondary Market.
53. The Borrower agrees that the Claims held against it may be assigned by the Lender to the Secondary Market.
54. In order to assign the Claims in possession on the Secondary Market, the Lender:
 - 54.1. must agree with the general terms and conditions of the Claim Assignment Agreement published on the Platform;
 - 54.2. may select in its Platform account the Claims in possession it intends to assign, specify the assignment price and submit an application for the assignment of these Claims on the Platform.
55. Upon the assignment of a Claim in the secondary market, the person who has taken over the Claim shall be considered a new Lender under the Loan Agreement (the Borrower shall be required to fulfil its obligations to this new Lender).
56. The fact of the assignment of Claims on the Secondary Market shall not in any way affect the obligations assumed by the Borrower under this Loan Agreement, as well as the fulfilment, the manner of fulfilment and / or the procedure of fulfilment of the said obligations.

XI. TERMINATION OF THE LOAN AGREEMENT

57. The following legal facts are considered grounds for termination of the Loan Agreement:
 - 57.1. **Breach of the payment obligation.** The Borrower fails to pay any amount due under the Loan Agreement within the term and in accordance with the procedure specified in the Loan Agreement and fails to rectify the breach within 14 (fourteen) calendar days from the submission of the Operator's written notice of breach of the obligation;
 - 57.2. **Breach of the obligations under the Loan Agreement.** The Borrower is in breach of the obligations provided for in Clause 45 of the present General Terms and Conditions and fails to rectify such a breach within 7 (seven) calendar days from the submission of the Operator's written notice of the breach of the obligation; if it is no longer objectively possible (or no longer makes sense) to rectify such a breach, the Operator shall not grant a term of 7 (seven) calendar days and may immediately rely on this ground for termination of the Loan Agreement;
 - 57.3. **Non-compliance with the pledged asset value-to-debt ratio.** The Borrower fails to fulfil the obligations provided for in Clause 42 of the General Terms and Conditions related to the pledged asset value-to-debt ratio in accordance with the established procedure;
 - 57.4. **Breach of Borrower's certifications and warranties.** It turns out that any of the Borrower's certifications and warranties provided for in Clauses 44, 49 of the General Terms and Conditions, are incorrect, misleading or no longer viable;
 - 57.5. **Other breaches.** The Borrower and / or the Related Persons commit a material breach of their obligations arising from the Collateral transactions or other transactions or agreements, specified in the Special Terms and Conditions and related to the Loan Agreement;
 - 57.6. **Insolvency.** The Borrower or any Related Person becomes insolvent or declares its insolvency in accordance with applicable law;
 - 57.7. **Acts of public authorities.** The competent public authorities take any acts that render the Borrower or any Related Person incapable of timely and properly discharging the obligations arising from the Loan Agreement, the Collateral transactions or other transactions specified in the Special Terms and Conditions;

- 57.8. **Litigation.** Any judicial, administrative or arbitral proceedings are initiated against the Borrower or any Related Person which, in the opinion of the Operator, may have a material adverse effect on the proper performance of the terms of the Loan Agreement;
- 57.9. **Non-disbursement of the Loan Amount.** The full Loan Amount shall not be disbursed until the expiry of the Loan disbursement term specified in the Special Terms and Conditions;
- 57.10. **Breach of other loan agreements.** If the same pledged assets have also been pledged to the same Lenders (or other lenders) and / or the Operator under another loan agreement, prior to the conclusion of the Loan Agreement, the occurrence of the grounds for the termination such other loan agreement shall also constitute the grounds for termination of the present Loan Agreement;
- 57.11. **Anticipated default of the Loan Agreement.** It can be seen in advance from particular circumstances, that, in the reasonable opinion of the Operator, the Borrower will default the Loan Agreement or will perform it defectively.
58. The Operator, acting in the capacity of the Authorised Representative of the Lender (s), shall be entitled to unilaterally and immediately terminate the Loan Agreement and demand payment of the full Loan Amount, Interest and other overdue payments (fines, compensatory interest) specified in the Loan Agreement, on the grounds prescribed in the Civil Code of the Republic of Lithuania, as well as the fees calculated on the basis of the Service Fees published on the Platform. The Borrower must also indemnify all direct and indirect damages incurred by third parties (including the Lenders, the Operator) as a result of such termination of the Loan Agreement. Furthermore, should the Borrower declare that it would default, or should it evade payment in bad faith, as well as in cases of swindling and fraud on the part of the Borrower, the Operator may declare that the Borrower has committed a gross breach of the Loan Agreement (a material breach). The Operator shall send a notice to the Borrower, by e-mail and / or registered and / or courier mail to the Borrower's e-mail address, and / or registered office address specified in the Special Terms and Conditions, of (i) overdue payment, as well as (ii) termination of the Loan Agreement. The notice shall be deemed to have been served 24 (twenty-four) hours after its dispatch (by e-mail) or on the third working day after its dispatch (by registered or courier mail).
59. The Parties agree that upon termination of the Loan Agreement, the Borrower shall pay compensatory interest of 0.02% on the ³amount overdue for each calendar day of default.
60. If the Operator (based on its reasonable assessment) establishes the presence of at least one of the grounds for termination of the Loan Agreement specified in Clause 57, the Operator shall be entitled to terminate the Loan Agreement by notifying the Borrower in accordance with the present General Terms and Conditions and demand the Borrower to pay the full outstanding Loan Amount, Interest due and all other amounts due under the Loan Agreement within 15 (fifteen) calendar days from the date of dispatch of the notice. In this case, the Borrower must also additionally pay to the Operator a Loan Agreement termination fee (one-off) of 5% (five percent) of the Loan Amount. **In all cases, the Loan Agreement shall be deemed terminated and the amounts specified herein shall become payable from the date of receipt of the notice sent by the Operator (and in cases where a later date of termination of the Loan Agreement is specified in the notice sent – from such a specified date).** The Borrower must also indemnify all direct and indirect damages incurred by third parties (including the Lenders, the Operator) as a result of such termination of the Loan Agreement.
61. For the avoidance of doubt, the Lender hereby expressly authorises the Operator to terminate the Loan Agreement with the Borrower on its (Lender's) behalf in the cases and according to the procedure set forth in the Loan Agreement and the legislation of the Republic of Lithuania, as well as to act as the Lender's representative exercising debt recovery under the Loan Agreement, with all the rights granted to it by the Law on Crowdfunding of the Republic of Lithuania and / or other legal acts, and, when necessary, to ensure the performance of the Loan Agreement and debt recovery. Such authorisation of the Lender shall take effect from the date of entry into force of the Loan Agreement and shall be valid until the moment of fulfilment of the Borrower's obligations under the Loan Agreement.
62. The Operator, who has requested the repayment of the Loan Amount before the established Loan repayment term in accordance with the procedure established by the present General Terms and Conditions, shall not suspend the calculation of compensatory interest until the Borrower fully settles with the Lenders.

³ Daily interest rate.

63. The Lender and the Borrower agree and warrant that upon termination of the Loan Agreement, the Operator may, at its sole discretion, either: (i) take over the Lender's (Lenders') Claims in accordance with the present General Terms and Conditions, or (ii) act as the Lender's (Lenders') representative, executing debt recovery under the Loan Agreement, with all the rights granted to it by the Law on Crowdfunding of the Republic of Lithuania and / or other legal acts, and, when necessary, to ensure the performance of the Loan Agreement and debt recovery. To this end, the Operator shall also be required to take all actions necessary to properly represent the interests of the Lender (s) and to administer the debt repayment.
64. The Operator, acting as the Lenders' (i.e. the creditors') representative, shall be in possession of all the rights and obligations set forth in the Law on Crowdfunding of the Republic of Lithuania, the Civil Code of the Republic of Lithuania and other legal acts, and conclusion of a separate power of attorney or other document identical to its content shall not be required to that end.
65. Automatic Subrogation to the Lenders' Claim (with the right to assign it to a third party) shall take place after the Operator sends to the Borrower, to the e-mail available in the Platform database and / or by registered and / or courier mail to the address of the registered office of the Borrower, a notice of termination of the Loan Agreement and takeover of the Claim. Automatic assignment of the Claim shall be performed with deferred payment, which means that the Operator will pay the Lenders a takeover price equal to the funds recovered from the Borrower during the debt recovery after deducting the fees indicated in the Service Fees by the Operator. The Borrower warrants that the identity of the Lender is of no particular importance to it. In all cases, when the claims are taken over by the Operator by means of Automatic Subrogation, all the means of securing the fulfilment of the claim shall be transferred at the same time, including but not limited to the mortgage / pledge rights. If necessary, the Collateral shall be transferred by way of a notarial transaction to the Operator in due time, at the notary office of the Operator's choice. By the deadline specified by the Operator, the Lenders undertake to take all necessary actions (for example, to issue the required power of attorney, confirmation or another document, to arrive at the place specified by the Operator, etc.) if the need for such actions arises and the power of attorneys, issued by the present General Terms and Conditions or other agreements related to the Loan Agreement, appear to be not sufficient.
66. The Operator, having taken over the Claim by way of Automatic Subrogation, shall act as a prudent creditor and make efforts to recover the debt, but shall not be held liable to the Lender individually or jointly and severally with the Borrower as to whether and to what extent the debt recovery is successful. The Lender agrees, warrants and represents that it understands and is aware of the lending risks it consents to.
67. The purpose of the Automatic Subrogation is to give the Operator the legal opportunity to safeguard the Lender's interests and to take all actions necessary for the Borrower to properly fulfil its obligations under the Loan Agreement as well as to enforce debt recovery under Collateral transactions (including recovery from the pledged real estate (object of mortgage) under a mortgage transaction and / or other pledged assets). The Lender warrants that the assignment of the Claim by way of Automatic Subrogation shall be deemed indefinite and irrevocable.
68. The Lender warrants that in the event of Automatic Subrogation or in the course of debt recovery on behalf of the Lender, the Operator, in its own name, will have to sign all the necessary documents (with unrestricted right to sub-delegate a third party of choice), perform all procedural actions, including receipt, submission for enforcement of the enforcement order, apply to institutions and bodies, submit requests, receive documents in accordance with the submitted requests, apply to debt collection agencies regarding the fulfilment of obligations, conduct negotiations with the Borrower.
69. Should the Operator terminate the Loan Agreement with the Borrower unilaterally, in accordance with the procedure established by the present Loan Agreement, the Operator, acting as the Lender's (Lenders') representative, shall be entitled, upon the dispatch of the notice of termination of the Loan Agreement, to additionally request the Borrower to pay all the amounts due (the Loan Amount, Interest, penalties and other payments, indemnities, etc.) and / or to recover these amounts in court or out of court. The Operator shall be entitled to sub-authorise to third parties the representation of the interests of the Lender (s) in court (or other institutions, if the amounts are recovered out of court).
70. The Operator shall be entitled to freely dispose of its rights under the Loan Agreement and the Collateral transactions (including the mortgage transaction) and to use the documents and the information about the Borrower, at the disposal of the Operator. The Operator shall carry out an enforced recovery from the pledged immovable thing (object of the mortgage) in accordance with the mortgage transaction and performs all related actions under the conditions and in accordance with the procedure established in the mortgage transaction and legal acts of the Republic of Lithuania.

71. The Operator shall be entitled to transfer the recovery of liabilities from the Borrower to the debt collection agencies and in this case the Borrower must reimburse the applicable recovery fee and / or cover all other costs in connection to such a transfer to the Operator or the debt collection agency.
72. Both the Borrower and the Lender warrant that identity of either of them (i.e. the identity of the Lender for the Borrower; the identity of the Borrower for the Lender) is not material to each other.

XII. RECOVERY OF ASSETS

73. The Lenders and the Borrower agree and warrant that upon termination of the Loan Agreement, the Operator may, at its sole discretion:
 - 73.1. automatically, without the separate consent of the Lender, to be subrogated to the Lender's Claims in accordance with the procedure set forth in the present General Terms and Conditions and the Agreement on the Use of the Crowdfunding Platform, or
 - 73.2. to act as the Lender's representative and to carry out the recovery under the Loan Agreement, with all the rights granted to it by the Law and other applicable legal acts, and, when necessary, to ensure the recovery of the debt.
74. The Operator is instructed to perform all actions necessary to properly represent the interests of the Lenders and to administer the repayment of the debt. The Operator, acting as the Lenders' representative, shall have all the rights and obligations established by the Law, the Civil Code of the Republic of Lithuania and other legal acts, and for this purpose no separate power of attorney or other document identical in content must be drawn up separately. In this case, if a separate power of attorney would be needed, the Lenders undertake to issue it immediately but no later than within 5 business days from the receipt of the notification from the Operator.
75. The Operator, having been subrogated to the Lenders' Claims and / or acting as the Lenders' representative, shall make efforts to recover the debt, but does not in any way guarantee to the Lenders that all or part of the debt will be successfully recovered.
76. The Operator shall be entitled to delegate the power to represent the interests of Lenders in court and in other institutions to debt collection agencies or other persons (e.g. law firms, etc.).
77. The Operator shall be entitled to freely dispose of its rights under the Loan Agreement and Collateral transactions at its own discretion and to use the documents and information about the Borrower in its possession. The Operator shall carry out enforced recovery from the pledged assets in accordance with the pledge transaction and carry out all the related actions under the conditions and in accordance with the procedure established in the pledge transaction and legal acts of the Republic of Lithuania.
78. The Operator shall be entitled to transfer the recovery of liabilities from the Borrower to third parties (debt collection agencies, law firms, etc.) and in this case the Borrower must reimburse the applicable recovery fee and / or cover all other costs of the Operator or the debt collection agency in connection to such a transfer.

XIII. COMMUNICATIONS AND CONFIDENTIALITY

79. All communications, notices and other information or documents relating to the present Loan Agreement shall be provided in the following ways:
 - 79.1. through the Platform operated by the Operator, by providing the information in the personal accounts of the Borrower and the Lender, respectively;
 - 79.2. by email;
 - 79.3. by courier or registered mail.
80. The submitted communications shall be deemed to have been received 1 working day after dispatch thereof when the information is provided in the cases prescribed in Clauses 79.1 and 79.2, and 3 working days when the information is provided in the case prescribed in Clause 79.3.
81. The Special Terms and Conditions of the Loan Agreement, the Collateral transactions and other information and / or documents related to the present Special Terms and Conditions and the Collateral transactions shall be considered confidential information and may not be disclosed to third parties unless required to do

so by law or disclosure of such information is necessary for either Party in order to protect its rights and legitimate interests arising from this Loan Agreement.

XIV. FINAL PROVISIONS

82. The Loan Agreement, as a crowdfunding transaction, shall enter into force on the date of its conclusion and shall remain in force until the date of discharge of the obligations of the Parties arising from this Loan Agreement.
83. The Loan Agreement may be amended in writing after its conclusion by a separate agreement of the Parties. All additions and amendments to this Loan Agreement shall become an integral part of this Loan Agreement.
84. The Operator shall be entitled to change the present General Terms and Conditions unilaterally. In this case, the Operator shall publish the new version of the General Terms and Conditions on the Platform and notify the Borrowers and Lenders of the Platform thereof in advance. The new version of the General Terms and Conditions shall enter into force on the date specified by the Operator and shall apply only when the Loan Agreement is concluded on the Platform after the new version of the General Terms and Conditions have entered into force (i.e. for new Loan Agreements concluded after the entry into force of the new version of the General Terms and Conditions). In the meantime, once the Loan Agreement has been concluded by the Parties, it may be amended only in the manner provided for in Clause 83 of the present General Terms and Conditions, i.e. by a separate agreement of the Parties.
85. Upon conclusion of the Loan Agreement (which consists of both the present General Terms and Conditions and the Special Terms and Conditions), the following documents shall also become an integral part thereof:
 - 85.1. Loan Repayment Schedule;
 - 85.2. Agreement on the Use of the Crowdfunding Platform www.nordstreet.com, in force at the time of concluding the Loan Agreement;
 - 85.3. Application published on the Platform and the actions of the Lenders on the Platform related to the provision of financing in accordance with the published Application;
 - 85.4. account statement reflecting the fact and amount of the transfer of money lent by each Lender financing the Borrower.
86. The Borrower and the Lenders agree and understand that the Operator shall be entitled to transfer the operation of the Platform to another operator entitled to operate the crowdfunding platform in accordance with the Law on Crowdfunding of the Republic of Lithuania. In this case, the new operator shall take over all the rights and obligations of the Operator under the Loan Agreement and under other agreements concluded between the Lenders, the Borrowers and the Operator. The Operator shall inform the Borrower and the Lenders in advance about such a transfer of operation in one or more ways specified in Clause 79 of the General Terms and Conditions.
87. In this case, if the operation of the Platform is transferred in accordance with the procedure provided for in Clause 86 of the General Terms and Conditions, all the rights and obligations of the Borrower and the Lenders arising from this Loan Agreement and / or other agreements concluded with the Operator will remain unchanged.
88. This Agreement shall be governed by the law of the Republic of Lithuania.
89. Any disputes between the Parties arising from this Loan Agreement shall be settled through negotiations. If no amicable solution can be achieved, the dispute shall be settled in a competent court of the Republic of Lithuania according to the location of the Operator's registered office.
90. If the Loan Agreement (or any related document) is published on the Platform in Lithuanian and another foreign language, the Loan Agreement and documents in the Lithuanian language shall prevail.