

**SUBSCRIPTION AGREEMENT**

by and between

**BAMBUS M EINFAMILIENHAUS GMBH**

and

**SIA MINTOS FINANCE NO. 52**

regarding

the bond issuance concerning the partial property  
**"*[name of partial property]*"**

[date]

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### List of Exhibits

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This subscription agreement (the "**Agreement**") is made by and between

1. **Bambus M Einfamilienhaus GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), with its corporate seat in Vienna, Austria, and its business address at Börseplatz 4/IV, 1010 Vienna, Austria, registered with the commercial register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under FN 623600i (the "**Issuer**")
2. **SIA Mintos Finance No. 52**, a limited liability company (*sabiedrība ar ierobežotu atbildību*) existing under the laws of the Republic of Latvia, unified registration number 40203522007, having its registered address at Skanstes street 52, Riga, LV-1013, Riga, Latvia (the "**Subscriber**", and together with the Issuer, the "**Party(-ies)**")

## **1 Recitals**

- 1.1 The Issuer is planning to acquire the Partial Property (as defined by reference below).
- 1.2 To finance the acquisition of the Partial Property, the Issuer intends to issue bonds with an aggregate principal amount of up to the Bond Volume (as defined by reference below) with an individual principal amount per bond corresponding to the Principal Amount (as defined by reference below), each pursuant to and governed by terms and conditions set out in Exhibit 1.2 ("**Terms and Conditions**").
- 1.3 The Subscriber is a 100% subsidiary of SIA Mintos Capital Management, a limited liability company established and registered in the Republic of Latvia under registration number 40203178505 at the registered office at Skanstes iela 50, Riga, Latvia. AS Mintos Marketplace is a joint stock company established and registered in the Republic of Latvia under registration number 40103903643 at the registered office Skanstes iela 50, Riga, Latvia ("**Mintos**"), a Latvian fully licensed investment firm. The Subscriber intends to offer and issue to investors on Mintos' platform asset backed securities backed up by the Bonds ("**Notes**"). The Notes are subject to the Bonds being issued and acquired by the Subscriber in accordance with the provisions of the Agreement.
- 1.4 Subject to the terms and subject to the conditions set out in this Agreement, the Issuer intends to offer to the Subscriber to subscribe to the Bonds (as defined by reference below). The Subscriber is not obliged to subscribe to the Bonds and make any payments regarding the Bonds if the Subscriber did not accept the Issuer's offer to subscribe to the Bonds. There is no obligation on the Subscriber's part to accept any offers from the Issuer, including offer to subscribe to the Bonds.
- 1.5 The Issuer intends to sell all Bonds solely to the Subscriber, who has been individually selected by the Issuer, as the only investor. If and only to the extent that the Subscriber does not subscribe for all Bonds, the Issuer shall offer any remaining Bonds to its parent company Bambus Teilverkauf (as defined by reference below)

or to any other member of the "Bambus" group (collectively, "**Parent**"), so that the offering of the Bonds is eventually fully subscribed.

- 1.6 The Subscriber shall have the right, and the Issuer shall have the obligation, to buy-back the Bonds that were acquired by the Subscriber immediately upon the Subscriber's written request if (i) the Subscriber has acquired 50% of the Bonds and (ii) the other 50% of the Bonds were acquired by persons other than a Parent and persons the Subscriber has not approved.

**NOW, THEREFORE**, the Parties agree as follows:

## **2 Definitions and Interpretation**

### **2.1 Definitions**

Terms used herein shall have the meaning given to them in the Terms and Conditions. In addition, the following terms shall have the following meaning in this Agreement:

<b>Acceptance</b>	has the meaning set forth in section 4.2.1.
<b>Acceptance Notice</b>	has the meaning set forth in section 4.2.1.
<b>Agreement</b>	has the meaning set forth in the list of parties.
<b>Bond(s)</b>	means the bonds issued by the Issuer under this Agreement and subject to the Terms and Conditions.
<b>Business Day(s)</b>	means any day other than a day which is a Saturday, Sunday and other than a legal or bank holiday in Vienna, Austria.
<b>Issuer</b>	has the meaning set forth in the list of parties.
<b>Material Adverse Effect</b>	means any event which, taking into account all the circumstances prevailing at the relevant point in time:  (A) is materially adverse to the ability of the Issuer to perform any of its payment obligations under

	<p>the Transaction Documents or Security Documents; or</p> <p>(B) is materially adverse to the assets or financial condition of the Issuer; or</p> <p>(C) affects the validity or enforceability of, or the effectiveness or ranking of any security granted or purported to be granted pursuant to any of the Security Documents,</p> <p>and if capable of remedy, is not remedied within ten (10) Business Days of the earlier of (i) the Bondholder giving notice and (ii) the Issuer becoming aware.</p>
<b>Mintos</b>	has the meaning set forth in section 1.3.
<b>Notes</b>	has the meaning set forth in section 1.3.
<b>Offer</b>	has the meaning set forth in section 4.1.
<b>Offer Period</b>	means the period starting as of the date hereof and ending 14 (fourteen) calendar days thereafter. The Offer Period may be extended with mutual agreement between the Parties (email suffices).
<b>Parent</b>	has the meaning set forth in section 1.5.
<b>Party(-ies)</b>	means each party to this Agreement.
<b>Pre-Emptive Right Agreement</b>	means an agreement on the grant of a pre-emptive right ( <i>Vorkaufsrecht</i> ) of the Issuer to the Subscriber in relation to the Partial Property, including a customary restriction on sales and

	encumbrances of the Partial Property by the Issuer ( <i>Veräußerungs- und Belastungsverbot</i> ).
<b>Prospectus Regulation</b>	Regulation (EU) 2017/1129, as amended from time to time
<b>Receivables Pledge</b>	means a first ranking pledge ( <i>Pfandrecht</i> ) in favor of the Subscriber over all claims of the Issuer under the Transaction Documents vis-à-vis the Co-Owner(s).
<b>Relevant State</b>	has the meaning set forth in section 3.2.
<b>Share Pledge</b>	means a first ranking pledge ( <i>Pfandrecht</i> ) in favor of the Subscriber over all shares of the Issuer.
<b>Subscriber</b>	has the meaning set forth in the list of parties.
<b>Terms and Conditions</b>	has the meaning set forth in section 1.2.

## 2.2 Interpretation

The interpretation rules of the Terms and Conditions shall apply to this Agreement as if they were incorporated herein.

## 3 Private Placement

### 3.1 No Prospectus

In relation to the issuance of the Bonds, no prospectus pursuant to the Prospectus Regulation has been or will be drawn up and approved in the Republic of Austria (or in any other Member State of the European Economic Area (EEA)) and no prospectus pursuant to the Prospectus Regulation has been or will be passported into any Member State of the EEA as the Bonds will be offered in reliance on an exemption from the prospectus publication requirement under the Prospectus Regulation.

### 3.2 Offer Restrictions

In relation to each Member State of the EEA (each a "**Relevant State**"), the Issuer does not make an offer of the Bonds to the public in that Relevant State other than at any time:

- 3.2.1 to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- 3.2.2 to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation);
- 3.2.3 to investors who acquire securities for a total consideration of at least EUR 100,000 per investor, for each separate offer; or
- 3.2.4 in any other circumstances falling within Articles 1(3), 1(4) and/or 3(2)(b) of the Prospectus Regulation (as may be locally implemented), provided that no such offer of the Bonds shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.

For the purposes of the provision above, the expression an "offer of Bonds to the public" in relation to any Bonds in any Relevant State means the communication in any form and by means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Bonds.

### 3.3 Confidentiality

Without limiting any other confidentiality obligation, this Agreement and the Terms and Conditions are confidential and are being provided only to the Subscriber as the only recipient who has been individually selected in advance by certain criteria and is targeted exclusively by means of a private placement. This Agreement and the Terms and Conditions are provided solely for the information of such recipient and must not be reproduced, published, distributed or made available to any other person (including the press and any other media), in whole or in part, for any purpose and no steps may be taken that would constitute a public offer of the Bonds in the Republic of Austria or another EEA Member State. For avoidance of doubt, all information that shall be disclosed by Mintos and/or the Subscriber to investors in Mintos' and/or the Subscriber's prospectus and/or on Mintos' platform, including in the final terms of a base prospectus, is not considered as confidential information.

### 3.4 Distribution

The Subscriber confirms and accepts that this Agreement and the Terms and Conditions are distributed under the above conditions and agrees to comply with these conditions.

## **4 Issue and Subscription of the Bonds**

### 4.1 Offer

The Issuer hereby offers to the Subscriber to subscribe for the Bonds (i) up to such number as stated in Exhibit 4.1, but (ii) at least the higher of 50% of such number and Bonds with an aggregate nominal value, and a corresponding minimum

aggregate Subscription Price for acquiring the Bonds, of EUR 100,000 (the "**Offer**"). The Subscriber may thus not subscribe for Bonds amounting to less than 50% of number as stated in Exhibit 4.1.

#### 4.2 Acceptance

4.2.1 The Subscriber may accept the Offer by delivering to the Issuer within the Offer Period a written, duly signed and dated acceptance notice corresponding to the draft attached hereto as Exhibit 4.2.1 (such acceptance, the "**Acceptance**" and the notice of Acceptance, the "**Acceptance Notice**"). Acceptance is deemed to be made if and when the Subscriber has signed and dated the Acceptance Notice and has delivered it in accordance with the terms of the Agreement to the Issuer.

4.2.2 Upon Acceptance, the Subscriber (i) subscribes for such number of Bonds as set out in the Acceptance Notice, but at least for the minimum number set out in section 4.2 above and (ii) agrees to pay the corresponding Subscription Price by wire transfer to the account designated for this purpose in Exhibit 4.1.

4.2.3 After the Offer Period, the Issuer must accept the acceptance of the Offer in order for the acceptance to be valid (however, such acceptance is in the Issuer's discretion).

#### 4.3 Minimum Nominal Amount

The minimum aggregate nominal amount for all Bonds subscribed by the Subscriber, and the corresponding minimum aggregate Subscription Price for acquiring the Bonds, is EUR 100,000.

### 5 Partial Placement

#### 5.1 Partial Placement Bond Issue

5.1.1 If the Subscriber does not accept the Offer for the entire number of Bonds as set out in section 4.1, the Offer for any remaining Bonds shall expire and the Issuer shall offer any remaining Bonds to the Parent within a further period of 1 (one) week from the Subscriber accepting the Offer. Prior to issuing Bonds to the Parent, the Parent shall complete a customary KYC/AML check reasonably acceptable to the Subscriber.

5.1.2 If the Issuer is unable to sell all remaining Bonds in accordance with section 5.1.1 to the Parent or to any other person approved by the Subscriber, this Agreement shall as sole remedy automatically terminate, unless otherwise agreed between the Parties.

5.1.3 If (i) the Subscriber has acquired 50% of the Bonds and (ii) the other 50% of the Bonds were acquired by persons other than a Parent and persons the



Subscriber has not approved, the Subscriber shall be entitled to terminate this Agreement by written notice to the Issuer, in which case the Issuer has the obligation to buy-back the Bonds that were acquired by the Subscriber without undue delay.

## 5.2 Minimum Investment

The Subscriber will subscribe to Bonds with an aggregate nominal value of EUR 100,000 at minimum and for that purpose pay the corresponding Subscription Price of at least EUR 100,000 in accordance with Art 1(4)(d) of the Prospectus Regulation to the Issuer. By way of an exemption only and only in accordance with section 5.1, the Parent may subscribe for Bonds with an aggregate nominal value below EUR 100,000.

## 6 Payment of the Subscription Price / Registration

### 6.1 Payment of the Subscription Price

6.1.1 Without prejudice to Clause 6.1.2, the Subscriber shall pay to the Issuer the aggregate Subscription Price for the Bonds subscribed by it within [●] Business Days after acceptance of the Offer by the Subscriber.

6.1.2 If the Subscriber does not accept the Offer for the entire number of Bonds as set out in section 4.1, the Subscriber shall pay the aggregate Subscription Price for the Bonds subscribed by it within [●] Business Days after the latest of (i) acceptance of the Offer by the Subscriber and (ii) notification by the Issuer (e-mail and providing a document evidencing funds standing on the same account whereto the Subscriber would make the fund transfer suffice) that the Parent or another person approved by the Subscriber which has completed the customary KYC/AML checks reasonably acceptable to the Subscriber has subscribed for the remaining Bonds in accordance with section 5.1.1. and paid to the Issuer the entire amount payable for those Bonds.

### 6.2 Subscription Price

The Subscription Price corresponds to the nominal value of the Bonds subscribed by the Subscriber and shall be payable in Euro in immediately available funds, to the escrow account opened for purposes of acquiring the Partial Property in accordance with the Transaction Documents as designated for this purpose in Exhibit 4.1.

### 6.3 Issue and registration of the Bonds

Subject to the Subscriber accepting the Offer, the Issuer shall:

(A) handover the original of the Issue Bond Certificate for the Bonds subscribed by the Subscriber to the Subscriber; and

- (B) register the Subscriber as Bondholder of all Bonds subscribed by it in the Bondholders' Register.

#### 6.4 Application of proceeds

The proceeds of the Subscription Price shall be applied exclusively in accordance with section 3 (*Purpose*) of the Terms and Conditions.

#### 6.5 Default

- 6.5.1 If the Parent fails to pay-in the subscription amount for the Bonds subscribed by it in accordance with section 5.1.1 within [●] Business Days after subscription, (i) the Issuer shall without undue delay repay or procure the repayment of the Subscription Price for the Bonds paid by the Subscriber to the Issuer, if any, and (ii) this Agreement shall as sole remedy vis-à-vis the Issuer automatically terminate upon the Subscriber having received the repayment in full, unless otherwise agreed between the Parties. For such case, the Issuer shall ensure that the Parent reimburses the Issuer for any costs and damages from becoming obliged to repay the Subscription Price to the Subscriber (e.g. cost, such as frustrated costs, of the acting trustee).
- 6.5.2 If the Subscriber fails to pay the Subscription Price for the Bonds subscribed by it in accordance with section 6.1, the Issuer shall be entitled to terminate this Agreement with notice in text form to the Subscriber, subject to a grace period of [●] Business Days as sole remedy vis-à-vis the Issuer.

### **7 Representations and Warranties of the Issuer**

The Issuer makes to the Subscriber, on the date of this Agreement and as of acceptance of the Offer by the Subscriber, the following representations:

#### 7.1 Status

- 7.1.1 It is a limited liability company, duly incorporated and validly existing under the laws of the Republic of Austria.
- 7.1.2 It has the power to own its respective assets and carry on its respective business as it is being conducted.
- 7.1.3 It has obtained all permits and licenses required to conduct its business.
- 7.1.4 To the best of its knowledge and belief (having made due and careful enquiry), it conducts its business in compliance with all applicable laws and regulations.

## 7.2 Non-conflict with other obligations

The entry into and performance by it of this Agreement does not and will not conflict with:

- 7.2.1 any law or regulation applicable to it;
- 7.2.2 the constitutional documents of it; or
- 7.2.3 any agreement or instrument binding upon it.

## 7.3 Power and Authority

It has the power to enter into, perform and deliver, and has taken all necessary actions under law and its articles of association (*Errichtungserklärung*) to authorize its entry into, performance and delivery of, this Agreement.

## 7.4 No Insolvency

The Issuer is neither insolvent nor bankrupt under any applicable domestic or foreign law, or unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Issuer and no events have occurred which would justify such proceedings. No steps have been taken to enforce any security over any assets of the Issuer.

## 7.5 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, are reasonably likely to have a Material Adverse Effect have been started or, to the best of its knowledge and belief (having made due and careful enquiry) threatened against it.

## 7.6 Taxation

- 7.6.1 It is not overdue in the filing of any tax returns and each has duly paid and discharged all taxes imposed upon it or its assets within the time period allowed without incurring penalties.
- 7.6.2 No claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to taxes.

## 7.7 Transaction Documents

- 7.7.1 The Transaction Documents as provided to the Subscriber:
  - (A) upon their execution, will be in full force and effect; and

(B) will not have been amended in any material respect from the form in which they were delivered to the Subscriber.

7.7.2 [To the best of its knowledge, it is not aware of any material breach or of material default under any Transaction Document.]

## 7.8 No Other Warranties

The Parties mutually confirm and agree that the warranties set out in this section 7 constitute a full and complete list of all representations and warranties made or given by the Issuer in relation to it, the Bonds subscribed by the Subscriber and the Partial Property. The Issuer shall hence not be liable for any other representations or warranties, express or implied, or for the absence or the existence of any other circumstances, events or matters of fact relating to the Bonds subscribed by the Subscriber, the Issuer or the Partial Property. In particular, the Issuer does not represent or warrant the correctness of any estimates, projections, forecasts, management accounts, actions or transactions for future earnings, budgets, business plans or similar circumstances of or related to the Issuer, the Bonds or the Partial Property.

## 8 Representations and Warranties of the Subscriber

The Subscriber makes to the Issuer, on the date of this Agreement and as of acceptance of the Offer by the Subscriber, the following representations:

### 8.1 Status

- 8.1.1 It is a limited liability company, duly incorporated and validly existing under the laws of Republic of Latvia.
- 8.1.2 It has the power to own its respective assets and carry on its respective business as it is being conducted.
- 8.1.3 It has obtained all permits and licenses required to conduct its business.
- 8.1.4 To the best of its knowledge and belief (having made due and careful enquiry), it conducts its business in compliance with all applicable laws and regulations.

### 8.2 Non-conflict with other obligations

The entry into and performance by it of this Agreement does not and will not conflict with:

- 8.2.1 any law or regulation applicable to it;
- 8.2.2 the constitutional documents of it; or
- 8.2.3 any agreement or instrument binding upon it.

### 8.3 Power and Authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, this Agreement.

### 8.4 No Insolvency

The Subscriber is neither insolvent nor bankrupt under any applicable domestic or foreign law, or unable to pay its debts as they fall due or have proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Subscriber and no events have occurred which would justify such proceedings. No steps have been taken to enforce any security over any assets of the Subscriber.

### 8.5 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, are reasonably likely to have a Material Adverse Effect have been started or, to the best of its knowledge and belief (having made due and careful enquiry) threatened against it.

### 8.6 Compliance

The marketing and offering of the Notes by or on behalf of the Subscriber complies at all times (i.e. from launch until closing of such marketing) in all respect with applicable laws and regulations, in particular laws and regulations on information disclosures, laws and regulations on disclosures of risk factors.

### 8.7 Understanding of the Transaction

Without limitation to section 9, the Subscriber is qualified, sophisticated and capable of evaluating the merits and risks of the transactions contemplated under this Agreement. It understands the financial history and situation of the Issuer and the nature and risk of its investment into the Issuer and the Partial Property, respectively. It is in the position to afford the complete loss of its investment into the Issuer made pursuant to this Agreement. It has conducted a satisfactory due diligence in relation to the Issuer, including financial, legal, regulatory and tax due diligence.

## **9 Undertakings of the Subscriber**

### 9.1 Compliance

Deleted.

### 9.2 Prospectus Requirements

Without prejudice to Clause 9.6 hereof, the Subscriber further agrees and undertakes that it has not made and will not directly (re)sell, offer or transfer the Bonds to the public.

### 9.3 Reselling Restrictions

Without prejudice to Clause 9.6 hereof, in particular, the Subscriber will not (re)sell, offer or transfer the Bonds to the public other than at any time:

- 9.3.1 to any legal entity which is a qualified investor as defined in the Prospectus Regulation; or
- 9.3.2 to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation); or
- 9.3.3 to investors who acquire securities for a total consideration of at least EUR 100,000 per investor, for each separate offer; or
- 9.3.4 in any other circumstances falling within Articles 1(3), 1(4) and/or 3(2)(b) of the Prospectus Regulation (as may be locally implemented), provided that no such offer of the Bonds shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.

Because of the foregoing limitations, the Subscriber to the Bonds undertakes to inform him-self/herself about and to observe, any such restrictions.

### 9.4 Obligation to Pass-On

Without prejudice to Clause 9.6 hereof, the Subscriber is obliged to pass on the obligations at 9.1 through 9.4 to any other party to which it (re)sells, offers or transfers the Bonds to

### 9.5 Clarification

For avoidance of doubt, the Parties hereby agree that the issuance, offer, sale, re-sale or any other action with respect to any securities issued by the Subscriber, with Bonds being the underlying asset of those securities, shall not qualify as direct or indirect reselling of the Bonds by the Subscriber. For the avoidance of doubt, the Issuer is aware and has agreed to the intended offering of the Notes and/or the offering of asset-backed securities in connection with the bonds by the Subscriber, and the Issuer is aware and has agreed that certain risks are associated with the offering of the Notes.

## 10 Disclaimers

Without limitation to section 7, the Issuer makes the following disclaimers to the Subscriber, and the Subscriber hereby acknowledges the following disclaimers:

- (A) The estimated rate of return of the Bonds is dependent on the macroeconomic situation both locally and globally. The Issuer's operations are affected by factors such as the rate of interest or inflation, the housing market in general, unemployment rate and changes in consumer affluence levels and their purchasing power.
- (B) A downturn in the economy can have a negative impact on the Issuer's Co-Owners, which can result in lower Net Property Payments or a complete default of Net Property Payments, and thus, lower rates of return for Bondholders. Also, a downturn in the economy can trigger a decrease in real estate value that can negatively affect both the Issuer and the Bonds return.
- (C) Any negative effect on macroeconomic level both locally and globally, may have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects or cash flows.
- (D) The Issuer is subject to the risk of loss due to non-payments by the Co-Owners. The default is contingent on the inability or unwillingness of the Co-Owners to make the payments in due time. This includes scenarios where the respective party makes payments late, only partially or not at all.
- (E) The Issuer's operations are subject to laws and regulations of Austria relating in particular to real estate ownership and real estate management. Failure to comply with existing laws and regulations applicable to the Issuer's operations, or to obtain and comply with all authorizations, may result in the imposition of material fines or penalties or more severe sanctions, including preventing the Issuer from continuing its business activities, or in criminal penalties being imposed on the Issuer's officers. In particular, due to the novelty of the business model of the Issuer, it cannot be excluded that competent authorities or market participants investigate into such business case and claim non-compliance with applicable laws and regulations, which claims may or may not be successful, but which claims may also in a (for the Issuer) successful scenario negatively affect the business and financial position of the Issuer.
- (F) The Subscriber has also an essential risk exposure towards the amendments of laws and regulations, i.e., the risk of a change in laws and regulations that might affect the Issuer's business operations. Such change in laws or regulations made by the government or a regulatory body can increase the costs of operating Issuer's business, reduce the attractiveness of an investment, change the competitive landscape, or it can even cause a significant shift in the framework of an industry, transformations in cost-structuring, as well as application of administrative sanctions from supervisory authorities (including, but not limited to, monetary fines) and impact on reputation of the Issuer.

- (G) Existing and proposed laws and regulations can be costly to comply with and can delay or impede the development of new products, the expansion into new markets, result in negative publicity, increase the Issuer's operating costs, require significant management time and attention, and be a subject to inquiries or investigations, claims or other remedies, including demands which may require the Issuer to modify or cease existing business practices and/or pay fines and penalties as mentioned above or other damages. This may have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects, or cash flows.
- (H) The Issuer is exposed to other risks from investing into real estate, such as weather, natural or man-made disasters, acts of god, vis major, construction failures, material failures, sabotage, war, military or police actions, terrorist actions, fire, and ordinary wear and tear.

## **11 Securities and Pre-Emptive Right**

### 11.1 Securities

The obligations of the Issuer under the Bonds shall be secured by the Share Pledge and the Receivables Pledge. The Parties thus have executed, parallel to this Agreement, the underlying agreements on the Share Pledge and the Receivables Pledge in a form reasonably acceptable to the Subscriber.

### 11.2 Pre-Emptive Right

To further strengthen the Subscriber's position as Bondholder, the Issuer and the Subscriber have entered into a Pre-Emptive Right Agreement, which agreement shall be registered with the competent land register (*Grundbuch*). The registration of the Pre-Emptive Right in the land register shall be a condition for the Escrow Agent's payment of the purchase price of the Partial Property.

## **12 Fees, Cost and Expenses**

All taxes, costs and expenses incurred by a Party in connection with the preparation, execution and consummation of this Agreement, including any and all professional fees and charges of its advisors, shall be borne by such Party.

## **13 Notices**

### 13.1 Incorporation by Reference

This Agreement shall have expressly and specifically incorporated into it section 14 of the Terms and Conditions as though the same were set out in full in this Agreement, *mutatis mutandis*.

### 13.2 Address of Subscriber



The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of the Subscriber for any communication or document to be made or delivered under or in connection with the Bond Documents are as follows:

[•]

Address: [•]  
Attention: Management  
Email: [•]

## **14 Confidentiality**

This Agreement shall have expressly and specifically incorporated into it section 15 of the Terms and Conditions as though the same were set out in full in this Agreement, *mutatis mutandis*

## **15 Governing Law and Jurisdiction**

### **15.1 Governing Law**

This Agreement and all rights and obligations of the Parties arising out of or in connection with this Agreement shall be governed by and construed in accordance with Austrian law excluding the conflict of law rules.

### **15.2 Jurisdiction**

The competent court at the seat of the Issuer having jurisdiction over the subject-matter shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement or related to its creation, validity, nullity, interpretation, performance and termination as well as its pre- and post-contractual effects, unless otherwise provided by mandatory law.

## **16 Miscellaneous**

### **16.1 Binding Effect, Assignment, Accession**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors in title (*Gesamtrechtsnachfolger*) and permitted assigns and transferees (*zulässige Einzelrechtsnachfolger*). No Party may assign rights or claims under this Agreement to third parties without the prior written consent of the other Parties.

### **16.2 Integration of Exhibits**

The Exhibits to this Agreement form an integral part of this Agreement.

### 16.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under a Transaction Document shall operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Transaction Document are cumulative and not exclusive of any rights or remedies provided by law.

### 16.4 Partial invalidity

16.4.1 The Parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue (*darlegen*) and prove (*beweisen*) the Parties intent to uphold this Agreement even without the void, invalid or ineffective provisions.

16.4.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what the Parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement.

16.4.3 The foregoing shall apply mutatis mutandis to fill in a gap (*Regelungslücke*) in this Agreement.

### 16.5 Amendment and waivers

Any term of this Agreement may be amended or waived only in writing and with the consent of the Subscriber and the Issuer and any such amendment or waiver will be binding on all parties.

*[the remainder of this page is intentionally left blank]*

\_\_\_\_\_, this \_\_\_\_\_ )

Signed by \_\_\_\_\_ )

for and behalf of \_\_\_\_\_ )

**BAMBUS M EINFAMILIENHAUS  
GMBH** )

\_\_\_\_\_

Managing director or duly authorized  
signatory

\_\_\_\_\_, this \_\_\_\_\_ )

Signed by \_\_\_\_\_ )

for and behalf of \_\_\_\_\_ )

**BAMBUS M EINFAMILIENHAUS  
GMBH** )

\_\_\_\_\_

Managing director or duly authorized  
signatory

\_\_\_\_\_, this \_\_\_\_\_ )

Signed by \_\_\_\_\_ )

for and behalf of )

**SIA MINTOS FINANCE NO. 52** )

\_\_\_\_\_

Managing director or duly authorized signatory

\_\_\_\_\_, this \_\_\_\_\_ )

Signed by \_\_\_\_\_ )

for and behalf of )

**SIA MINTOS FINANCE NO. 52** )

\_\_\_\_\_

Managing director or duly authorized signatory

## Exhibit 4.1

### Details of the Subscribed Bonds

Number of Bonds: [●]

Subscription Price: EUR [●] [minimum consideration per investor per offer: EUR 100,000]

Commitment: Partial Property "[●]"

Issue Date: [●]

Payment should be made to: Bank:  
IBAN:  
SWIFT:  
Trustee: [name]

**Acceptance Declaration**

From: SIA Mintos Finance No. 52

To: Bambus M Einfamilienhaus GmbH

**Re: Acceptance Declaration regarding bonds concerning the partial property [●]**

[place], this [date]

Dear Sirs,

Reference is made to the subscription agreement between us dated [●] regarding the issuance of bonds for the acquisition of the partial property referred to above (the "**Agreement**"). This is an Acceptance Declaration pursuant to section 4.2.1 of the Agreement. Terms used herein shall have the meaning given to them in the Agreement.

Subject to the Terms and Conditions of the Agreement, we hereby accept the Offer for the following number of Bonds:

**[●]**

which corresponds to a Subscription Price of

**EUR [●]**

We thus agree to subscribe for a corresponding number of Bonds and agree to pay the corresponding Subscription Price by wire transfer to the account designated for this purpose in Exhibit 4.1 to the Agreement.

This Acceptance Declaration shall be governed by and construed in accordance with Austrian law excluding the conflict of law rules.

Kind regards

SIA Mintos Finance No. 52

*[to be signed by duly authorized signatories]*