

**TERMS AND CONDITIONS OF KEBABOOM
LOAN NOTE ISSUE
DATED 5 JANUARY 2022**

AMENDED AND RESTATED ON 13 JANUARY 2022

1. GENERAL PROVISIONS

- 1.1. These Restated and Amended Terms and Conditions of the Loan Note Tokens (the Terms) replace the initial Terms and Conditions dated on 5 January 2022 and regulate:
 - 1.1.1. the rights and obligations of the Issuer and the Investors related to the Loan Note Tokens issued in the name of Uued Kebabipoed OÜ, an Estonian private limited company, registry code 16389744;
 - 1.1.2. the procedure for, and the terms and conditions of the Primary Distribution and redemption of the Loan Note Tokens under the Terms;
 - 1.1.3. other rights and obligations of the Issuer and the Investors in the performance of transactions and operations related to the Primary Distribution and redemption of the Loan Note Tokens under the Terms.
- 1.2. The Terms together with the Final Terms shall be available to the Investors at the Website;
- 1.3. By submitting the Subscription Order every Investor agrees with the Terms and undertakes to adhere thereto.

2. DEFINITIONS

- 2.1. For the purposes of the Terms, Final Terms and other documents related to the Issue, the following definitions have the following meanings, unless explicitly stipulated otherwise in the respective documents:
 - 2.1.1. **Application** shall mean an application for extraordinary early redemption of the Loan Note Tokens submitted by an Investor to the Issuer;
 - 2.1.2. **Business Day** shall mean a business day, i.e. any day, except Saturday, Sunday, a national or a public holiday in Estonia;
 - 2.1.3. **Loan Note Token** shall mean a token-based debt instrument that is held in the Investors' Securities Account in the Register in a dematerialised form and that is issued by the Issuer, is redeemable on the Maturity Date and represents the Issuer's unsecured and unsubordinated debt obligation in the amount of the Nominal Value of the Loan Note Token and the Interest payable on the Loan Note Token in accordance with the Terms and the Final Terms;

- 2.1.4. **Early Maturity Date** shall mean a Banking Day before the Maturity Date, when the Issuer must redeem all or part of the Loan Notes in accordance with the Terms (including Extraordinary Early Redemption);
- 2.1.5. **Extraordinary Early Redemption** shall mean the redemption of the Loan Note Tokens by the Issuer due to an Extraordinary Early Redemption Event prior to the Maturity Date;
- 2.1.6. **Extraordinary Early Redemption Event** shall mean an event set forth in Section 10.1 of the Terms;
- 2.1.7. **Final Terms** shall mean a document stipulating specific terms and conditions the Issue. Final Terms of the Loan Note Token issue constitute an inseparable part of the Terms. Final Terms of the Loan Note Token Issue shall be completed substantially in the form set forth in Appendix 1 to the Terms;
- 2.1.8. **Interest Payment Date** shall mean the dates specified in the website of the campaign of the Issue and provided to the Investor upon placement of a Subscription Order on which the interest accrued on the Loan Note Tokens is paid to the Investors.
- 2.1.9. **Investor** shall mean a registered holder of a Loan Note Token in the Register or a person, who has placed a Subscription Order;
- 2.1.10. **Issue** shall mean the creation of Loan Note Tokens by the Issuer and transferring of the Loan Note Tokens to the Securities Account(s) of the Investor(s) opened with the Register;
- 2.1.11. **Issue Date** shall mean a day stipulated in the Final Terms;
- 2.1.12. **Issue Price** shall mean the price payable by an Investor for acquisition of a Loan Note Token through Primary Distribution expressed in euros;
- 2.1.13. **Issuer** shall mean Uued Kebabipoed OÜ (register code: 16389744, address: Harju maakond, Tallinn, Pirita linnaosa, Supluse pst 1, 11911)
- 2.1.14. **Majority Investors** shall mean Investors whose holding in the Loan Note Tokens represent at least 2/3 of the aggregate Nominal Value of outstanding Loan Note Tokens. Securities held by the Issuer, affiliates of the Issuer and shareholder(s) of the Issuer shall not be taken into account when calculating the above quorum (including when calculating the aggregate Nominal Value of outstanding Securities of the Issue).
- 2.1.15. **Maturity Date** shall mean a date stipulated in the Special Terms of the Issue, on which the Issuer shall redeem the Loan Note Tokens;
- 2.1.16. **Nominal Value** shall mean the stated value of a Loan Note Token, i.e. the value in which a Loan Note Token is denominated. Nominal Value of a Loan Note Token is set forth in the Special Terms of the Issue;
- 2.1.17. **Notification** shall mean the notification sent by Majority Investors to the Issuer pursuant to Section 10.4 of the Terms;
- 2.1.18. **Payment Account** shall mean an account opened with the Register for holding Payment Tokens and which provides a proof of ownership of the respective Payment Tokens;
- 2.1.19. **Payment Token** shall mean digital representation of Euro generated by the Registrar whose value is pegged 1:1 to Euros held in the client assets account of Registrar;

- 2.1.20. **Primary Distribution** shall mean submitting and receiving of Subscription Orders for the Loan Note Token and the sale of the Loan Note Tokens to the Investors in accordance with the Terms and the Final Terms of the Issue;
- 2.1.21. **Redemption Price** shall mean the payment payable to the Investors upon the redemption and early redemption (including Extraordinary Early Redemption) of the Loan Note Tokens;
- 2.1.22. **Register** shall mean register maintained and operated by Ignium OÜ;
- 2.1.23. **Registrar** shall mean Ignium OÜ, a company registered in Estonia under registry code 14767998, that maintains and operates the Register;
- 2.1.24. **Rejection** shall mean the rejection of the occurrence of the Extraordinary Early Redemption Event by the Issuer pursuant to Section 10.4 of the Terms;
- 2.1.25. **Securities Account** shall mean an account of the Investor or the Issuer opened with the Register where digital securities (including Loan Note Tokens) are held and which provides a proof of ownership of the respective digital security.
- 2.1.26. **Subscription Order** shall mean an online form, which is submitted by the Investor to the Issuer in the form and containing the substance as foreseen in the online application form on the Website, and in which the Investor expresses its wish to acquire, through Primary Distribution, a certain amount of the Loan Note Tokens, undertaking to pay the Issue Price for the number of Loan Note Tokens indicated in the Subscription Order;
- 2.1.27. **Subscription Period** shall mean a period of time, stipulated in the Special Terms of the Loan Note Token issue for placing the Subscription Orders;
- 2.1.28. **Terms** shall mean these terms of Uued Kebabipoed OÜ Loan Note Token issue;
- 2.1.29. **Website** shall mean the website of Registrar app.ignium.io
- 2.2. The headings in the Terms have been entered for convenience purposes only and shall have no impact on the interpretation of any provision of the Terms.
- 2.3. All references in the Terms to the time are references to the Estonian time.

3. **OBLIGATIONS, WARRANTIES AND CONTACT DATA OF THE ISSUER**

- 3.1. The Issuer shall, in accordance with the Terms and the Final Terms, issue the Loan Note Tokens and perform the obligations arising from the Loan Note Tokens to the Investors.
- 3.2. The Issuer shall be liable to the Investors for due and complete fulfilment of its obligations arising from the Loan Note Tokens with all of its assets in accordance with the applicable laws.
- 3.3. The Issuer warrants to the Investors at the date of these Terms and for as long as any Loan Note Tokens are outstanding and have not been redeemed in full in accordance with the Terms and the Final Terms that:
 - 3.3.1. the Issuer is a duly incorporated and validly existing legal person acting pursuant to the laws of the Republic of Estonia;
 - 3.3.2. all the Issuer's obligations assumed under the Terms and the Final Terms are valid and legally binding to the Issuer and performance of these obligations is not contrary to law or the Issuer's articles of association;

- 3.3.3. the Issuer has all the rights and sufficient authorisations to issue the Loan Note Tokens and fulfil obligations arising from the Loan Note Tokens, the Terms and the Final Terms and the Issuer has performed all the formalities required for issuing the Loan Note Tokens;
- 3.3.4. all information that is provided by the Issuer to the Investors is true, accurate, complete and correct as of the date of presenting the respective information and is not misleading in any respect;
- 3.3.5. the Issuer is solvent, able to pay its debts as they fall due, there are no liquidation, compulsory execution, reorganisation or bankruptcy proceedings pending or initiated against the Issuer;
- 3.3.6. there is no court (including criminal or misdemeanour proceedings) or arbitration proceedings pending or initiated against the Issuer, where an unfavourable decision would, according to reasonable assessment of the Issuer, have material adverse impact on the economic condition of the Issuer;
- 3.4. The Issuer shall be obliged to comply with the following covenants until all the Loan Note Tokens issued under these Terms are fully redeemed:
 - 3.4.1. the Issuer may only use the proceeds received under the Loan Note Token issue to open a chain of three new KEBABOOM outlets in high footfall locations and use the proceeds for purposes which are specified on the Website;
 - 3.4.2. The Issuer's management board shall at all times be composed of the following persons: Andrei Lesment (37104130339), Igor Leesment (38206160277);
 - 3.4.3. The Issuer's shareholders shall at all times be the following persons: Andrei Lesment (37104130339), Igor Leesment (38206160277), OBMJ Catering OÜ (registry code 14666607);
 - 3.4.4. The Issuer shall at all times hold a license to use the trademark KEBABOOM, which is registered as a trademark under trademark nr. M202001166 held by OBMJ Catering OÜ (registry code 14666607);
 - 3.4.5. The Issuer will promptly inform the Investors of any material circumstances it becomes aware of concerning the Issuer;
- 3.5. The Issuer may deviate from the covenants set forth in Section 3.4 upon the consent of the Majority Investors.
- 3.6. The Issuer undertakes to provide the Investors with the following information:
 - 3.6.1. Its quarterly reports by the end of the first month following the calendar quarter for which the report is prepared (including the balance sheet, the income statement, the cash flow report and the concise activities report), and annual reports by the end of the second quarter following the financial year for which the report is prepared, all signed by the management board of the Issuer;
 - 3.6.2. Information on any new debt security issues within 5 Business Days after the issue, whereas information must also be provided if additional Loan Note Tokens are issued after the Issue Date;
 - 3.6.3. Information on new share issues within 5 Business Days after the issue;

- 3.6.4. Information on significant changes (i.e. when the holding or proportion of voting rights reaches, exceeds or falls below 10, 50 or 90 percent of the voting rights or number of shares of the company) in the shareholder structure, the supervisory board and the management board of the Issuer stating name, surname and professional experience of a new member within 10 Business Days after the change;
- 3.6.5. Statement regarding occurrence or non-occurrence of an Extraordinary Early Redemption Event of the Issue within 5 Business Days from each reporting date (i.e. a date when a report must be published by the Issuer to the Investors) in accordance with section 10.1.1.
- 3.7. The Issuer shall guarantee that the information presented to the Investors is true, accurate, correct and complete.
- 3.8. If the Issuer does not pay timely any amount due under the Terms or the Final Terms, the Issuer shall be obliged to pay the Investors default interest in the rate of 0.05% of the delayed amount per each delayed day.
- 3.9. Notices and documents to the Issuer shall be forwarded by using the following contact details:

Uued Kebabipoed OÜ
c/o Lesment Bros Office
2 Floor, Telliskivi 62
10412 Tallinn
Email: office@kebaboom.ee

4. **LOAN NOTE TOKENS**

- 4.1. The Loan Note Tokens shall be nominated in Euros (EUR).
- 4.2. A Loan Note Token shall be valid from the registration of the Loan Note Tokens in the Register until deletion of the Loan Note Tokens from the Register.
- 4.3. The Loan Note Tokens are freely transferable and can be freely encumbered.
- 4.4. The transfer of ownership rights in Loan Note Tokens from one Investor to another Investor or other person will need to be registered on the Register in accordance with its rules and provisions in order for an Investor to be able to claim interest payments and repayments in accordance with Section 8.4, 9.3 or 10.8 as the case might be.
- 4.5. All payments to the Investors by the Issuer in connection with the Loan Note Tokens shall be made in the Payment Tokens pegged to the currency in which the Loan Note Tokens are nominated. Payment Tokens can be exchanged to fiat in accordance with the rules of the Registrar.

5. SUBSCRIPTION FOR THE LOAN NOTE TOKENS

- 5.1. The offering of the Loan Note Tokens shall be carried out in Estonia by way of offering exempted from obligation to publish a prospectus in accordance with Clause 2(b) of Article 3 of Prospectus Regulation¹ and as transposed to the laws of Estonia.
- 5.2. The offering of Loan Note Tokens is not directed to persons whose involvement in the offering requires any extra registration, prospectus or other measures in addition to those necessary under Estonian law and taken by the Issuer.
- 5.3. The Loan Note Tokens and offering have not been approved or disapproved by any United States' regulatory authority. Neither the Loan Note Tokens nor the offering will be, and are not required to be, registered with the SEC under the US Securities Act of 1933, as amended (the Securities Act) or on a United States securities exchange. The Issuer does not intend to take any action to facilitate a market for the Loan Note Tokens in the United States. The Loan Note Tokens may not be offered, sold, resold, transferred or delivered, directly or indirectly, within the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States.
- 5.4. In order to subscribe for the Loan Note Token, a Subscription Order shall be submitted to the Issuer as part of an online subscription process through the Website with the substance as foreseen in the online application form.
- 5.5. The Subscription Period shall be specified in the Special Terms of the Issue.
- 5.6. To submit a Subscription Order, the Investor must have opened an Securities Account with the Register (and completed the onboarding process).
- 5.7. The Issuer is entitled to subscribe for the Loan Note Tokens and acquire them also from the secondary market.
- 5.8. A Subscription Order shall be deemed valid, if submitted during the Subscription Period, drawn up in the required form and substance, and if the Investor pays the sum of the Issue Prices of the Loan Note Tokens upon submitting a Subscription Order, i.e. authorizes the Registrar to transfer the Issue Price from the Payment Account of the Investor to the Payment Account of the Issuer.
- 5.9. The Issuer may reject or cancel any placed Subscription Orders for whichever reason. In case of rejection or cancellation of the Subscription Order, the reason for rejection or cancellation shall not be indicated. Upon rejection or cancellation of a Subscription Order, the Issue Price paid by the Investor to the Issuer will be repaid in full.
- 5.10. Upon placing the Subscription Order, the Investor will be provided with the following information:
 - 5.10.1. the number of Loan Note Tokens subscribed by the Investor;

¹ Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC with EEA relevance.

- 5.10.2. sum of the Issue Prices of the Loan Note Tokens subscribed by the Investor, i.e. the amount paid by the Investor upon submitting a Subscription Order;
- 5.10.3. the Interest Payment Dates.

6. PRIMARY DISTRIBUTION

- 6.1. The final aggregate Issue Price of the Loan Note Tokens is determined based on valid Subscription Orders (which have not been subsequently rejected nor cancelled by the Issuer) submitted during the Subscription Period and settled fully as set forth below.
- 6.2. The Issuer shall ensure issuance of Loan Note Tokens with the Registrar to the Issuer's Securities Account to the extent necessary in order to successfully complete the Issue. Loan Note Tokens are credited to the Investors' Securities Accounts by the Issuer on a rolling settlement basis, i.e. each Investor submitting a valid Subscription Order will receive its Loan Note Tokens on its Securities Account instantly after submitting a valid Subscription Order and after the relevant Issue Price is paid in full. An owner of a Loan Note Token shall be regarded to have changed after transfer of Loan Note Tokens between respective Securities Accounts has been completed and respective entry to the Register has been made.
- 6.3. A delay in registration of the Loan Note Tokens on the Securities Accounts of the Investors (or their nominees) that has been caused by the Registrar, shall not constitute a breach of the Terms and shall not amount to a liability of the Issuer for the liquidation of the delay or for a compensation of any damage, costs or expenses that have been caused by the delay.

7. PAYMENTS

- 7.1. All payments to the Issuer by the Investors and to the Investors by the Issuer in connection with the Loan Note Tokens shall be made using the Payment Tokens.
- 7.2. The Issuer shall cause that the funds equalling at least to respective interest payments on Loan Note Tokens or Redemption Price are available on the Payment Account of the Issuer at the latest by 3 business days before the Maturity Date or Early Maturity Date.
- 7.3. All payments to be made by the Issuer in connection with the Loan Note Tokens shall be calculated and paid by or on behalf of the Issuer without netting and any other deductions (except for tax withholdings under Section 9.5).

8. INTEREST PAYMENTS

- 8.1. The Issuer shall pay quarterly interest on the Nominal Value of the Loan Note Tokens. Interest shall be paid on each respective Interest Payment Date in an amount of Interest rate as defined in the Final Terms.
- 8.2. The exact daily interest rate on the Loan Note Tokens shall be calculated on the basis the exact number of days in a respective calendar year.
- 8.3. Interest shall be calculated on the Loan Note Tokens from the Issue Date up to and including the Maturity Date or, in case the Loan Note Tokens are redeemed before the Maturity Date, up to and including the Early Maturity Date.

- 8.4. The Issuer shall transfer the interest payments to the Payment Account of those Investors who, according to the Register information, hold Loan Note Tokens as at the end of each Interest Payment Date at 23:59:59 (Estonian time).

9. **PRINCIPAL REPAYMENT, REDEMPTION AND EARLY REDEMPTION**

- 9.1. The Loan Note Tokens shall be redeemed, i.e. the Redemption Price stipulated in the Final Terms shall be paid to the Investors on the Maturity Date.
- 9.2. The Issuer shall pay the total Redemption Price of the Loan Note Tokens owned by the Investor. The Redemption Price is the sum of the Nominal Value of the Loan Note Token and the last accrued interest.
- 9.3. The Redemption Price shall be paid to the Investors, who according to the Register's information are the owners of the Loan Note Tokens as at the end of the business day at 23:59:59 (Estonian time) of the Maturity Date or Early Maturity Date.
- 9.4. Following the receipt of the complete redemption payments in the Investors' Payment Accounts, the Loan Note Tokens shall be considered redeemed. The Issuer shall arrange deletion of the redeemed Loan Note Tokens from the Register.
- 9.5. If in relation to redemption of the Loan Note Tokens or any other payments made to the Investors in relations to the Loan Note Tokens the Issuer becomes liable, or is in accordance with current practice believed to become liable, for any taxes, including, without limitation, personal or corporate income tax, social tax and other employment related taxes, a sum equal to such tax liability shall be withheld from any payment made to the Investors under the Issue.
- 9.6. The Issuer shall redeem Loan Note Tokens held by each Investor in amounts and on the Redemption Date(s) provided for in the Final Terms by paying the Investors the Nominal Value as set forth in the Final Terms.
- 9.7. Upon partial or full redemption of the Loan Note Tokens the Issuer shall be entitled to take any and all actions necessary (including but not limited to submitting application with the Registrar) to cause either registration of reducing the Nominal Value of the Loan Note Tokens with the Register or deletion of the Loan Note Tokens from the Register. Investors acknowledge and confirm that the Issuer will not need any further consent or authorization from the Investors (including Majority Investors) to carry out any action related to the same. Investors are obligated to co-operate with the Issuer and do all actions reasonably required for either registration of reducing the Nominal Value of the Loan Note Tokens with the Register or deletion of the Loan Note Tokens from the Register.

10. **EXTRAORDINARY EARLY REDEMPTION**

- 10.1. The Majority Investors shall have the right but not the obligation to resolve and demand redemption of all Loan Note Tokens held by all Investors upon occurrence of any of the following circumstances:
- 10.1.1. the Issuer is declared bankrupt;

- 10.1.2. the Issuer breaches any of the covenants set forth in the Terms unless the breach is cured within 15 Business Days and the Issuer provides proof to the Investors that the breach has been cured in due time;
- 10.1.3. the Issuer has filed for liquidation with the appropriate state authorities of Estonia;
- 10.2. The Issuer shall immediately notify the Investors upon the occurrence of an Extraordinary Early Redemption Event. In the absence of such notice, the Investors shall be entitled to proceed on the basis that no such Extraordinary Early Redemption Event has occurred or is expected to occur.
- 10.3. If the Investor receives information about the occurrence of a possible Extraordinary Early Redemption Event from other sources than the Issuer, then the Investor will ask the Issuer to confirm or reject this information by submitting a letter. The Issuer will reply to the Investor by submitting a letter. If the Issuer does not respond to the question asked by the Investor under this Section within 20 Business Days from the receipt of the Investor's question to the Issuer, then the Extraordinary Early Redemption Event on the ground as set forth in the question is deemed to have occurred.
- 10.4. In case the Issuer in a reasoned manner (i.e. providing for the reasons why the Extraordinary Early Redemption Event has not occurred) and acting in good faith within 20 Business Days from the date of the inquiry sent by the Investor to the Issuer pursuant to Section 10.3 of the Terms submits Rejection by providing grounded documentary evidence to the contrary to the occurrence of the Extraordinary Early Redemption Event referred to in Section 10.1, the Extraordinary Early Redemption Event is considered not to have occurred.
- 10.5. If the Majority Investors acting in good faith, within 10 Business Days from the date the Issuer forwarded the Rejection to the Investors under Section 10.4 of the Terms, send a Notification to the Issuer notifying the Issuer in a reasoned manner of the contrary (i.e. providing for the reasons why the Extraordinary Early Redemption Event has occurred), the Extraordinary Early Redemption Event is deemed to have occurred.
- 10.6. The Issuer shall inform the Investors whether or not the Extraordinary Early Redemption Event has occurred on the basis of procedure set forth in Section 10.4 and 10.5 of the Terms within 3 Business Days from:
 - 10.6.1. expiry of the 5 Business Days term for filing the Rejection to the notification set forth in Section 10.4(b) of the Terms unless the Issuer has received the Rejection by the Investors during this term;
 - 10.6.2. receipt of the Notification by the Issuer;
 - 10.6.3. expiry of the 10 Business Days term for submitting the Notification unless the Issuer has received the Notification by the Investors during this term.
- 10.7. The Issuer shall forward the information about an Extraordinary Early Redemption Event to the Investors within 10 Business Days from learning of the Extraordinary Early Redemption Event, except in case the occurrence of an Extraordinary Early Redemption Event is established under the procedure specified in Section 10.4 and 10.5 of the Terms in which case the Issuer shall forward the information about the

Extraordinary Early Redemption Event to the Investors pursuant to Section 10.6 of the Terms.

- 10.8. If the Majority Investors apply for Extraordinary Early Redemption of the Loan Note Tokens under Section 10.1 of the Terms, the Majority Investors, acting on behalf of all Investors as authorized under these Terms, shall submit an Application to the Issuer, indicating the grounds for requesting extraordinary early redemption. The Application can be submitted:
 - 10.8.1. after the date of the notification sent by the Issuer pursuant to Section 10.7 of the Terms in case the Issuer's notification under Section 10.7 is based on (a) Issuer's notification about occurrence of the Extraordinary Early Redemption Event or (b) inquiry sent by the Investor to the Issuer under Section 10.3 of the Terms to which the Issuer has not filed Rejection during the term set forth in Section 10.4 of the Terms; or
 - 10.8.2. after the date of notification sent by the Issuer pursuant to Section 10.6.1 or 10.6.2 of the Terms in case the Issuer's notification about occurrence of the Extraordinary Early Redemption Event is not based on either of the grounds set forth in Section 10.8.1 of the Terms.
- 10.9. The Investors shall lose the right to submit an Application with regard to an Extraordinary Early Redemption Event in case the Majority Investors have not submitted the Application within 1 month from the date the Investors became entitled to submit an Application under Section 10.8 of the Terms.
- 10.10. The Majority Investors shall forward the Application to the Issuer and the Issuer informs other Investors of the Application filed by the Majority Investors.
- 10.11. Upon extraordinary early redemption of the Loan Note Tokens on grounds stipulated in Section of the Terms, the Issuer shall pay the Redemption Price for the Loan Note Tokens subject to Extraordinary Early Redemption to the Investor within 10 Business Days after the Investors has forwarded the Application to the Issuer. The 10th Business Day calculated from the day following the day of submission of the Application(s) by the Investors to the Issuer shall be the Early Maturity Date with regard to the Loan Note Tokens subject to Extraordinary Early Redemption. The Redemption Price shall be determined by the Issuer that shall execute the payment of the Redemption Price in accordance with Section 9 of the Terms to the Investor(s) requesting extraordinary early redemption.
- 10.12. If the Investor, who has submitted the Application, transfers, fully or partially, the Loan Note Tokens subject to Extraordinary Early Redemption before the Early Maturity Date, the Application shall be considered waived in respect of transferred Loan Note Tokens.
- 10.13. Subject to Section 10.9 of the Terms, if the Investor does not use the right or sanction arising from the Loan Note Tokens, this shall not be deemed waiver of such right or sanction, and the separate or partial use of any of the rights or sanctions shall not prevent further or repeated use of the respective right or sanction or the use of any other right or sanction. The rights and sanctions applicable to the Loan Note Tokens are accruing and do not exclude any other rights or sanctions established by law.

11. AMENDING THE TERMS

- 11.1. The Terms can be amended pursuant to the procedure set forth in this Section.
- 11.2. The Issuer may apply for the consent of the Investors to alter the Terms and Final Terms (waiver). The following procedure shall apply accordingly, depending on whether the Issuer has applied for a consent to amend the Terms or the Final Terms. To apply for the waiver, the Issuer shall submit an application for the waiver to the Investors, setting out at least the following information:
 - 11.2.1. a description of the changes applied for;
 - 11.2.2. a reason for the changes applied for;
 - 11.2.3. the term within which the Investor can grant the waiver to the Issuer or refuse to grant the waiver;
 - 11.2.4. instructions concerning notification about the granting of the waiver to the Issuer or refusal to grant the waiver;
 - 11.2.5. a statement that the Investor who is willing to grant the waiver to the Issuer should notify the Issuer about it within the term specified in the application, and if the Investor does not notify about the approval to grant the waiver to the Issuer within the term specified in the application, the Investor shall be deemed as not having granted the waiver;
 - 11.2.6. contact details of the Issuer to be used for notification.
- 11.3. The term allowed for the Investor to decide upon refusal or to grant the waiver to the Issuer may not be shorter than 14 Business Days. Investor shall submit signed applications with their decision to the Issuer by a deadline set in an application.
- 11.4. A waiver is deemed to be approved if Majority Investors have voted for granting the waiver unless the Issuer decides to require a higher threshold for approving the waiver.
- 11.5. All amendments and supplements to the Terms shall enter into force as of the moment of signing the amendments by the Issuer and from issuing the waivers by the Majority Investors concerning such amendments and supplements.

12. FINAL PROVISIONS

- 12.1. The Terms, the Final Terms, rights and obligations arising from the Loan Note Tokens shall be governed by the law of the Republic of Estonia.
- 12.2. The disputes related to the Terms, the Final Terms or the Loan Note Tokens shall be resolved through negotiations. If the parties fail to reach an agreement, the claim for resolving the dispute shall be submitted to Harju County Court as the court of first instance.
- 12.3. In the event of inconsistency between the provisions of the Final Terms and the provisions of the Terms, the Final Terms shall prevail.
- 12.4. If a provision of the Terms or Final Terms is invalidated or deemed inapplicable by the court, it does not influence or change the validity, legitimacy or applicability of other provisions.

- 12.5. All notices under the Terms shall be sent by e-mail.
- 12.6. All notices of the Issuer to the Investors shall be sent by e-mail. Notices to the Investors shall be forwarded to their e-mail addresses. Notices are deemed to be received by the Investors after reasonable time has passed from sending. Reasonable time under these Terms shall be considered to be 3 days.
- 12.7. All notices of the Investors to the Issuer shall be sent straight to the Issuer by e-mail. The notice must contain a reference to the Loan Note Token.

ANNEX 1
FINAL TERMS OF KEBABOOM
LOAN NOTE TOKEN ISSUE

Final Terms dated 5 January 2022, amended and restated on 13 January 2022

Uued Kebabipoed OÜ

Issue of Loan Note Tokens with the Maximum Aggregate Nominal Value of EUR 60,000 under the Terms and Conditions of Uued Kebabipoed OÜ dated 5 January 2022, amended and restated on 13 January 2022.

1. GENERAL PROVISIONS

- 1.1. These Final Terms of the Loan Note Tokens (**the Final Terms**) constitute the specific terms and conditions of the Loan Note Tokens issued by the Issuer, under the Terms and Conditions of Uued Kebabipoed OÜ dated 5 January 2022, amended and restated on 13 January 2022 (**the Terms**).
- 1.2. The Final Terms constitute an inseparable part of the Terms and will at all times be interpreted and applied together with the Terms. Words and expressions used, which are defined in the Terms, shall have the same meanings in the Final Terms. In the event of inconsistency or difference between the provisions of Final Terms and provisions of the Terms, the Final Terms shall prevail.
- 1.3. The Issuer is responsible for the adequacy, accuracy and completeness of the information provided for in these Final Terms.
- 1.4. The Final Terms and the Terms are available at the Website.
- 1.5. The Loan Note Tokens offered under these Final Terms shall be subject to the terms specified in Section 2 of the Final Terms.
- 1.6. Upon partial or full redemption of the Loan Note Tokens the Issuer shall be entitled to take any and all actions necessary (including but not limited to submitting application with the Registrar) to cause deletion of the Loan Note Tokens from Register. Investors acknowledge and confirm that the Issuer will not need any further consent or authorisation from the Investors (including Majority Investors) to carry out any action related to the same. Should, regardless of the above, any action be required by the Investors to effect the registry entries as set forth above in this section then the Investors are obligated to co-operate with the Issuer and do all actions reasonably required for deletion of the Loan Note Tokens from the Register.

2. TERMS OF LOAN NOTE TOKENS

2.1.	Issuer:	Uued Kebabipoed OÜ c/o Lesment Bros Office 2 Floor, Telliskivi 62 10412 Tallinn e-mail: office@kebaboom.ee
------	---------	--

2.2.	Securities to be issued:		Loan Note Tokens
2.3.	Maximum Aggregate Nominal Value of the Issue:		60,000
2.4.	Information on Loan Note Tokens:		
	2.4.1.	Currency of denomination:	EUR
	2.4.2.	Nominal Value of a Loan Note Token:	50
	2.4.3.	Subscription Period:	Such period as provided for in the website of the campaign of the Issue, Loan Note Tokens subscribed for on a first-come, first-served basis
	2.4.4.	Issue Date:	6 th of January 2022
	2.4.5.	Issue Price of a Loan Note Token(s):	50
	2.4.6.	Interest rate	13 % per annum
	2.4.7.	Interest Payment Date(s)	Quarterly
	2.4.8.	Interest payment amount	EUR 6.5 per Loan Note Token per annum
	2.4.9.	Maturity Date:	18 months from the Issue Date
	2.4.10.	Redemption Price of a Loan Note Token:	The sum of the Nominal Value of the Note and the accrued but unpaid interest
	2.4.11.	Early Redemption Price:	The sum of the Nominal Value of the Note and the accrued but unpaid interest
	2.4.12.	Redemption Date of Principal Value	Maturity Date (at the latest)
2.5.	Payment Account No.		As provided in Website of the Registrar.