

## VOTING FORM

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Place and date of issuance

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Natural person (name, surname, personal identification number or date of birth, place of residence) or legal person (company name, registration number, legal address, representative, grounds of representation)

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(Number of represented SIA "Acme Corporation" bonds (ISIN No.LV0000800787))

### **Voting:\***

*\*Voting instructions – if you would like to vote „for” the proposed draft decisions please circle word „For” under the relevant draft decision, if you would like to vote „against” the proposed draft decision please circle word „Against” under the relevant draft decision*

### **(3.1.) Restructuring of AS “Swedbank” loan to SIA “APEX INVESTMENTS”**

Pursuant to Section 6.5 of the Prospectus, the Issuer hereby requests the Bondholders to consent to the restructuring of AS “Swedbank” loan to SIA “APEX INVESTMENTS” consisting of, *inter alia*, the following transactions:

- (1) receiving an additional loan by SIA “Neatkarīgā patentu aģentūra” from Swedbank in the amount of EUR 6 723 630.80 by way of increasing the amount of the loan available to SIA “Neatkarīgā patentu aģentūra” under its existing loan agreement with Swedbank (i.e., the Loan Agreement No.06-007610-IN, dated 15 February 2006, as amended) , all on the condition that the entire amount of the additional loan to be granted by Swedbank to SIA “Neatkarīgā patentu aģentūra” will be used solely for the purposes of prepayment in an identical amount of the loan outstanding by APEX under the APEX Loan Agreement;
- (2) entering into a new loan agreement by SIA “TUKUMA PROJEKTS” with Swedbank for the maximum principal amount of EUR 1 800 000 and receiving by SIA “TUKUMA PROJEKTS” from Swedbank under the said loan agreement a new loan in the amount of EUR 1 800 000 on the condition that the entire loan granted by Swedbank to SIA “TUKUMA PROJEKTS” under the loan agreement will be used solely for the purposes of prepayment in an identical amount of the loan outstanding by APEX under the APEX Loan Agreement. The loan to SIA “TUKUMA PROJEKTS” will be secured by the mortgage of its own real estate and such other securities and guarantees as stated hereinbelow;
- (3) mortgage by APEX as a security for the obligations of SIA “TUKUMA PROJEKTS” under the Tukuma Projekts Loan Agreement of the following real estates:
  - a. Augusta Dombrovska street 23, Riga, Riga City Land Book Folio No.8678;
  - b. Augusta Dombrovska street 23, Riga, Riga City Land Book Folio No.7025;
  - c. Augusta Dombrovska street 23, Riga, Riga City Land Book Folio No.11003;
  - d. Augusta Dombrovska street 23, Riga, Riga City Land Book Folio No.11004;

- e. Augusta Dombrovska street 23, Riga, Riga City Land Book Folio No.11005;
  - f. Augusta Dombrovska street 21, Riga, Riga City Land Book Folio No.7334;
  - g. Augusta Dombrovska street, Riga, Riga City Land Book Folio No.10069;
  - h. Augusta Dombrovska street, Riga, Riga City Land Book Folio No.10000087193;
  - i. Augusta Dombrovska street, Riga, Riga City Land Book Folio No.9924;
  - j. Dzelzavas street 78, Riga, Riga City Land Book Folio No.12530;
  - k. Kreimeņu street 4A, Riga, Riga City Land Book Folio No.10000103849;
  - l. Nīcgales street 2, Riga, Riga City Land Book Folio No.2457 A;
  - m. Slokas street 161, Riga, Riga City Land Book Folio No.11185;
  - n. Varžu street, Riga, Riga City Land Book Folio No.6321;
  - o. Vējavas street, Riga, Riga City Land Book Folio No.26438;
  - p. Vējavas street, Riga, Riga City Land Book Folio No.26437;
  - q. Vienības avenue 95, Riga, Riga City Land Book Folio No.28837;
  - r. Vienības avenue 95, Riga, Riga City Land Book Folio No.29107;
  - s. Smilšu street 92B, Daugavpils, Daugavpils City Land Book Folio No.100000108867;
  - t. Viestura street 10, Daugavpils, Daugavpils City Land Book Folio No.100000150729;
  - u. Spīdolas street 17, Aizkraukle, Aizkraukles nov. Aizkraukles City Land Book Folio No.100000190476;
- (4) mortgage by SIA "Neatkarīgā patentu aģentūra" as a security for the obligations of SIA "TUKUMA PROJEKTS" under the Tukuma Projekts Loan Agreement of the following real estates:
- a. Citadeles street 12, Riga, Riga City Land Book Folio No.3071; and
  - b. Kronvalda boulevard 3, Riga Riga City Land Book Folio No.9369.
- (5) mortgage by SIA "TUKUMA PROJEKTS" as a security for its obligations under the Tukuma Projekts Loan Agreement of the following real estates:
- Kurzemes street 46, Tukums, Tukuma nov., Tukums City Land Book Folio No.100000070708.
- (6) mortgage by SIA "BIG TRUCK" and SIA "Muižas Parks" as a security for the obligations of SIA "TUKUMA PROJEKTS" under the Tukuma Projekts Loan Agreement of the following real estates:

- a. "Vecsvilpi", Saulgoži, Ķekavas pag., Ķekavas nov., Ķekavas parish Land Book Folio No.100000173667; and
  - b. "Sakšas", Ķekavas pag., Ķekavas nov., Ķekavas parish Land Book Folio No.100000156499.
- (7) issuance by the Issuer of corporate guarantees to and for the benefit of Swedbank in respect of the obligations of APEX under the APEX Loan Agreement, SIA "Neatkarīgā patentu aģentūra" under the NPA Loan Agreement and SIA "TUKUMA PROJEKTS" under the Tukuma Projekts Loan Agreement;
  - (8) issuance by Apex of a corporate guarantee to and for the benefit of Swedbank in respect of the obligations of SIA "TUKUMA PROJEKTS" under the Tukuma Projekts Loan Agreement;
  - (9) issuance by SIA "Neatkarīgā patentu aģentūra" of a corporate guarantee to and for the benefit of Swedbank in respect of the obligations of SIA "TUKUMA PROJEKTS" under the Tukuma Projekts Loan Agreement;
  - (10) issuance by SIA "BIG TRUCK" of a corporate guarantee to and for the benefit of Swedbank in respect of the obligations of SIA "TUKUMA PROJEKTS" under the Tukuma Projekts Loan Agreement;
  - (11) issuance by SIA "TUKUMA PROJEKTS" of corporate guarantees to and for the benefit of Swedbank in respect of the obligations of APEX under the APEX Loan Agreement, and SIA "Neatkarīgā patentu aģentūra" under the NPA Loan Agreement.

According to the terms of the guarantees referred in paragraphs (7), (8), (9), (10) and (11) above, *inter alias*:

- the guarantor undertakes to be liable to Swedbank with all of its property and on a joint and several basis with the respective obligor in respect of whose obligations the guarantee is issued (each, a "**Guarantee Debtor**") for the Guarantee Debtor's obligations under, respectively, the APEX Loan Agreement, NPA Loan Agreement or Tukuma Projekts Loan Agreement, as applicable (each, a "**Facility Agreements**") (including the principal amount under each Facility Agreement, the interest, the contractual penalty and other collateral claims of Swedbank (jointly, the "**Guaranteed Debt**");
- the guarantor undertakes to pay to Swedbank in lieu of a Guarantee Debtor any amount of the Guaranteed Debt which has not been paid by the Guarantee Debtor within the term established by the Facility Agreement, as well as to satisfy the ancillary claims of Swedbank, compensate losses incurred due to Guarantee Debtor's fault or delay and court expenses incurred by Swedbank;
- the guarantor is liable for the Guaranteed Debt as the debtor itself and waives the right to require that Swedbank is first directing the collection of the Guaranteed Debt to the Guarantee Debtor;
- Swedbank shall have the right to claim the Guaranteed Debt from the guarantor prior to the maturity of the Facility Agreement in all cases stipulated in the Facility Agreement;
- Swedbank shall have a financial pledge in respect of all guarantor's funds that are or will be credited to the guarantor's accounts with Swedbank;
- The guarantor may not alienate its property without Swedbank's consent.

**“For”**

**“Against”**

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**(3.2.) Transfer of Assets and Liabilities**

Pursuant to Section 6.5 of the Prospectus the Issuer hereby requests the Bondholders to consent to the transfer of assets and liabilities of APEX to the Issuer as described in section (2.2) of this Application at the transfer price that corresponds to the valuation of the assets and liabilities made by an independent valuator engaged for this purpose by the Issuer, including, inter alia, the following transactions:

- (1) transfer of all existing and future receivables and claims under the intra-Group loan with SIA “Neatkarīgā patentu aģentūra” that remain after the partial prepayment of the Apex Facility by the funds of the New NPA Facility as part of the above described APEX Facility restructuring,
- (2) transfer of all existing and future receivables and claims under the intra-Group loan with SIA “BIG TRUCK”;
- (3) transfer of all existing and future liabilities to SIA “TUKUMA PROJEKTS” arising as a result of partial prepayment by Tukuma Projekts of Apex Facility by the funds of the Tukuma Projekts Facility,
- (4) transfer of all existing and future liabilities under the loan agreements entered into with Gerald Allen Wirth and David Allen DeRousse;
- (5) transfer of all existing and future liabilities to the Issuer under the loan agreement entered into with the Issuer, resulting, by virtue of such transfer, into an actual prepayment by APEX of the Issuer’s Related Party Loan;
- (6) transfer of all Bonds currently held by APEX;
- (7) transfer of the employment relationship with Gerald Allen Wirth and David Allen DeRousse together with all existing and future rights and liabilities under these employment contracts.

It is understood that depending on the valuation, the transfer price may be a positive (i.e, APEX’s receivable) or a negative (i.e, APEX’s liability) figure.

**“For”**

**“Against”**

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(Signature)