

# FIRST SUPPLEMENT TO THE BASE PROSPECTUS

dated 08 December 2025

This first supplement (Supplement) is supplemental to, forms part of and must be read and construed in conjunction with, the Base Prospectus dated 11.11.2025 in respect to EUR 5 000 000 (five million euro) Note Programme (Base Prospectus) and constitutes a supplement for the purposes of Article 23 of Regulation (EU) No. 2017/1129 (Prospectus Regulation).

**Issuer:** SIA Mintos Finance No.55, incorporated as a limited liability company and registered in the Republic of Latvia with the registration number 40203593334.

**Property Entity**: Entrum Poland sp. z o.o., a limited liability company existing under the laws of the Republic of Poland with KRS number 0001184366.

Base Prospectus approved by the shareholder of the Issuer on 11.11.2025. Base Prospectus approved by Latvijas Banka (NCA) on 26.11.2025.

## **GENERAL INFORMATION**

Terms specified in capital letters, yet not explained herein are explained in the Base Prospectus.

This Supplement has been approved by the NCA as competent authority in the Republic of Latvia under the Prospectus Regulation. NCA only approves this Supplement, as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of the Base Prospectus (as supplemented by this Supplement). To the best of the knowledge of the Issuer the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

The purpose of this Supplement is to amend the Base Prospectus by updating information, including on the Subscription Agreement in the section 'GLOSSARY'; updating information on ranking of the Bonds, and risks related to the pledges in section '2. RISK FACTORS'; updating information on the Subscription Agreement and other Bonds' Documents in section '4. TRANSACTION OVERVIEW'.

Amendments to the Base Prospectus as described in this Supplement come into force on the day when this Supplement document is published on Mintos <u>website</u>, providing the adjusted conditions are (i) not applicable to the Notes which were issued by the day when this Supplement document is published on Mintos website, and (ii) are applicable to the Notes issued starting the day when this Supplement document is published on Mintos website.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements referred to in (a) shall prevail.



Save as disclosed in this Supplement, no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus has arisen or been noted since the publication of the Base Prospectus.

#### AMENDMENTS TO THE BASE PROSPECTUS

With effect from the date of this Supplement, the information appearing in the Base Prospectus shall be amended and/or supplemented in the manner described below:

1) On page 6 of the Base Prospectus in section 'GLOSSARY' definition "Subscription Agreement" is adjusted as follows, whereby replaced text is printed in blue and underlined:

# Subscription Agreement

the agreement between the Property Entity as the issuer of the Bonds and the Issuer as the subscriber to the Bonds, regulating how the Issuer may acquire the Bonds, which is entered into by those parties with respect to each Real Estate according to the template provided here.

- 2) On pages 13, 14 and 15 of the Base Prospectus in section '2. RISK FACTORS' information shall be modified as follows, whereby added text is printed in blue and underlined and deleted text is printed in red and strikethrough:
  - i) Risk '4. Ranking of the Bonds' under sub-section 'RISKS SPECIFIC TO THE UNDERLYING ASSET BONDS' shall be modified:

The Bonds are secured with a mortgage over the relevant Property, a commercial pledge on receivables of the Property Entity, and, if and when the aggregate nominal amount of Bonds subscribed equals or exceeds EUR 3,000,000 and the relevant security has been duly executed and perfected - a pledge on shares of the Property Entity. The Bonds are secured with a pledge on shares of the Property Entity, a commercial pledge on receivables of the Property Entity, and a mortgage over the relevant Property. In the event of the Property Entity facing insolvency, the Bonds' investors will hold priority against other unsecured creditors of the Property Entity with respect to recoveries from the pledged assets, to the extent such security has been validly established and is in force at the relevant time, in accordance with the applicable laws. The Bonds' investors will hold equal ranking with other unsecured creditors with respect to recoveries from other assets of the Property Entity which are not pledged as security for the Bonds and will have the right to recover their investment alongside other creditors in the same category, in accordance with the applicable laws. The Bonds' investors will not have direct control over the Property Entity through ownership rights in an enforcement scenario. This limits their ability to influence management decisions or restructuring processes during insolvency.

ii) First, fourth, and eighth paragraphs of risk '8. Risks Related to the Pledges' under sub-section 'RISKS SPECIFIC TO THE UNDERLYING ASSET - BONDS' shall be modified:

The Bonds are secured by a mortgage, a share pledge, a receivables pledge, and a submission to enforcement under Article 777 of the Civil Procedure Law, and, if and when the aggregate nominal amount of Bonds subscribed equals or exceeds EUR 3,000,000 and the relevant share pledge security has been duly executed and perfected, by a share pledge. Each is subject to legal and procedural risks that may limit recoveries.

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The Property Entity's obligations under the Bonds and the Subscription Agreement are secured by a first-ranking mortgage over the Property, and, if and when the aggregate nominal amount of Bonds subscribed equals or exceeds EUR 3,000,000 and the relevant security has been duly executed and perfected - a share pledge over all existing and future shares in the Property Entity, a receivables pledge over the Property Entity rights against the Tenant, and a submission to enforcement under Article 777 §1(5) of the Polish Code of Civil Procedure.

If and when a share pledge has been duly established following the EUR 3,000,000 subscription threshold, the share pledge gives bondholders the ability to take control of the Property Entity's shares upon default. However, enforcement of a share pledge under Polish law involves statutory notice periods, valuation requirements, and registry procedures, which can delay the transfer of control or realization of value from the pledged shares.

- 3) On page 32 of the Base Prospectus in section '4. TRANSACTION OVERVIEW' sub-section 'The Subscription Agreement and other Bonds' Documents' third bullet point of section 'Security for obligations of the Property Entity' shall be modified as follows, whereby added text is printed in blue and underlined:
- if and when the share pledge is required to be established following the EUR 3,000,000 subscription threshold and has been duly executed and perfected, a Share Pledge Agreement between the AS Entrum (registration number: 40203587696, company incorporated under the laws of the Republic of Latvia) as the sole shareholder of the Property Entity and as the pledger and the Issuer as the pledgee by establishing the pledge over the Property Entity shares in favour of the Issuer.

## **RIGHTS OF WITHDRAWAL**

Pursuant to Article 23 (2) of the Prospectus Regulation, Investors who have already accepted to purchase or subscribe for any Notes to be issued under the Programme before this Supplement is published, shall have the right to withdraw their acceptances, provided that the new factor, material mistake or material inaccuracy was prior to the final closing of the public offer and delivery of the Notes. Taking into account all the Notes are delivered to the Investors immediately upon acceptance of their order to buy Notes on the Platform, rights of withdrawal do not apply to the Investors.

# RESPONSIBILITY

Section 'AMENDMENTS TO THE BASE PROSPECTUS' of this Supplement is prepared according to the agreement between the Issuer, Mintos and the Property Entity.

The Issuer, considering information in the sub-section 'Responsibility for this Base Prospectus' of the section '3. GENERAL INFORMATION' of the Base Prospectus, accepts responsibility for the information contained in this Supplement and declares that, to the best of its knowledge, the information contained in this Supplement is in accordance with the facts.