

# **Base Prospectus**

**mintos**

Dated 15.07.2026

## **SIA Mintos Finance No. 52**

*(incorporated as a limited liability company and registered in the Republic of Latvia with registration number 40203522007 and LEI: 984500CV142B1E761195)*

### **EUR 75 000 000 Real Estate Securities Programme**

Under this Programme, the Issuer may from time to time issue Real Estate Securities denominated in any currency as determined by the Issuer. The Real Estate Securities will be distributed by way of a public offer.

Notice of the aggregate nominal amount of the Real Estate Securities, interest (if any) payable in respect of the Real Estate Securities, the issue price of the Real Estate Securities and any other terms and conditions applicable to the Real Estate Securities and not contained in this Base Prospectus will be set out in the applicable Final Terms.

Real Estate Securities will be issued in registered form. The maximum aggregate nominal amount of all Real Estate Securities from time to time outstanding under the Programme will not exceed EUR 75 000 000 (seventy five million euro) (or its equivalent in other currencies).

Any payment under the Real Estate Securities is dependent on, and limited to, the underlying assets.

This Base Prospectus has been approved as a base prospectus by the NCA, as competent authority under the Prospectus Regulation. The NCA has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. This approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the appropriateness and suitability of investing in the Real Estate Securities.

The public offer of the Real Estate Securities is made in Latvia, France, Germany, Italy, Poland, Netherlands, Czech Republic, Belgium, Austria, Portugal and Spain under this Base Prospectus.

During the validity period of this Base Prospectus the Issuer plans to request that the NCA provides competent authorities under the Prospectus Regulation in Bulgaria, Croatia, Republic of Cyprus, Denmark, Estonia, Finland, Greece, Hungary, Iceland, Ireland, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Romania, Slovakia, Slovenia and Sweden with a certificate of approval attesting that this Base Prospectus has been drawn up following the Prospectus Regulation. When such a certificate shall be obtained it will be permitted to make the public offer under this Base Prospectus in other Member States, and the Issuer shall ensure that Mintos provides information about it on the Platform. Such certificate, if and when received, should not be considered as an endorsement of the Issuer or the quality of the Notes.

This Base Prospectus will be valid for a period of up to 12 months after its approval by the NCA. In the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Real Estate Securities, the Issuer will prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes. The obligation to prepare a supplement to this Base Prospectus or publish a new Base Prospectus in the event of any significant new factor, material mistake or inaccuracy will cease to apply upon the expiry of the validity period of this Base Prospectus.

**The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations under the Real Estate Securities are discussed in the section entitled '2. RISK FACTORS' of this Base Prospectus.**

Capitalised terms used in this Base Prospectus have the meaning given to them in the section entitled 'GLOSSARY' of this Base Prospectus.

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## GLOSSARY

|                               |                                                                                                                                                                                                                                                          |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>API</b>                    | application programming interface to exchange and transmit information and data in a structured form between the Issuer and Mintos.                                                                                                                      |
| <b>Bambus Group</b>           | means Bambus Teilverkauf GmbH together with its subsidiaries and other companies which fall within the same group of companies with it.                                                                                                                  |
| <b>Base Prospectus</b>        | this base prospectus.                                                                                                                                                                                                                                    |
| <b>Bonds</b>                  | bonds issued by the Property Entity and held by the Issuer as an asset backed security for the Notes.                                                                                                                                                    |
| <b>Bonds' Documents</b>       | the Subscription Agreement, Terms and Conditions of the Bonds, and Bond Purchase and Transfer Agreement (as described in section 4 <i>TRANSACTION OVERVIEW</i> )                                                                                         |
| <b>Bonds' Receivables</b>     | the interest payable on the Bonds. The Bonds will bear interest at a rate indicated in the Final Terms, subject to conditions of the Subscription Agreement. The interest on the Bonds will be calculated and payable according to the Bonds' Documents. |
| <b>Cooperation Agreement</b>  | the cooperation agreement between the Issuer, the Property Entity, Mintos and the Servicer, in relation to the Notes.                                                                                                                                    |
| <b>Co-owner(s)</b>            | means the owner(s) of the Property other than the Property Entity.                                                                                                                                                                                       |
| <b>Co-ownership Agreement</b> | means the co-ownership agreement (in German language: <i>Miteigenschaftsvereinbarung</i> ) between the Property Entity and the Co-owner(s) as amended from time to time.                                                                                 |
| <b>Final Terms</b>            | any duly completed final terms in the form set out in section 11 of this Base Prospectus.                                                                                                                                                                |
| <b>Investment Accounts</b>    | the separate accounts at Mintos of the Investor.                                                                                                                                                                                                         |
| <b>Investor</b>               | a person registered and accepted on the Platform as an investor.                                                                                                                                                                                         |
| <b>Issuer</b>                 | SIA Mintos Finance No.52, registered on 14.11.2023, with the registration number: 40203522007, registered address: Skanstes street 52, Riga, LV-1013, a special purpose entity whose principal purpose is the issue of Notes.                            |
| <b>Issuer's Account</b>       | the cash funds account of the Issuer opened with Mintos which is used solely for settling payments with the Investors.                                                                                                                                   |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Mintos</b>                | AS Mintos Marketplace, a joint stock company registered in the Commercial Register of the Register of Enterprises of the Republic of Latvia under unified registration number 40103903643 on 01.06.2015, having registered address 50 Skanstes Street, Riga, LV-1013, Latvia, an investment firm authorised by the NCA, which provides investment and related services to Investors through the Platform.                                                                                                                                                                                                                                                                                                                             |
| <b>Mintos Group</b>          | AS Mintos, a joint stock company registered in the Commercial Register of the Register of Enterprises of the Republic of Latvia under unified registration number 40103902690 on 27.05.2015 with its registered address at Skanstes street 50, Riga, LV-1012, Latvia,, and any of its subsidiaries.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>NCA</b>                   | the Bank of Latvia (in Latvian: <i>Latvijas Banka</i> ), national competent authority and the competent authority supervising investment services in the Republic of Latvia ( <a href="https://www.bank.lv">https://www.bank.lv</a> ), and as competent authority under the Prospectus Regulation.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Net Property Payments</b> | means the Property Payments actually received by the Property Entity minus (i) fees actually paid by the Property Entity to Servicer for the management of the Property, (ii) VAT and other pass-through items and (iii) minus (A) any third party costs actually incurred by the Issuer from the ordinary property management activities relating to the Partial Property, including unanticipated upkeep requirements, (B) costs related to regulatory changes (e.g. imposed energy efficiency investments), (C) legal costs, (D) taxes and other public charges and (E) Pro Rata Overhead Cost, in each case for the period for which the Property Payments were made. Net Property Payments may be a positive or negative number. |
| <b>Noteholder</b>            | the holder for the time being of any Real Estate Security / Note.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Partial Property</b>      | means a share in the Property as set out in the Subscription Agreement concluded with respect to such Property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Platform</b>              | sites created and serviced by Mintos, merged under the domain name <a href="http://www.mintos.com">www.mintos.com</a> and software application to access it from a smartphone.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Prospectus Regulation</b> | Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14.06.2017 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 and includes any commission delegated regulation under the Prospectus Regulation.                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Property Payments</b>     | means consideration actually paid by the Co-owner(s) to the Issuer for receiving and maintaining the usufructuary right (in German language: <i>Fruchtgenussrecht</i> ) under the Usufructuary Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Programme</b>             | this EUR 75 000 000 (seventy five million euro) Real Estate Securities Programme.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property or Real Estate</b>           | means property (real estate) described in the Bonds' Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Property Entity</b>                   | <b>Bambus M Einfamilienhaus GmbH</b> , a limited liability company with its corporate seat in Vienna Austria and its business address at Börseplatz 4/IV, 1010 Vienna, Austria registered with the commercial register ( <i>Firmenbuch</i> ) on 27.02.2024 of the Commercial Court of Vienna ( <i>Handelsgericht Wien</i> ) under FN 623600i.                                                                                                                                                     |
| <b>Real Estate Securities or Notes</b>   | the securities issued or to be issued under this Programme.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Subscription Agreement</b>            | 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 <a href="#">here</a> .                                                                                                                                                                                            |
| <b>Securities Act</b>                    | the United States Securities Act of 1933, as amended.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Series</b>                            | a series of Real Estate Securities.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Servicer</b>                          | Bambus Teilverkauf GmbH, a limited liability company with its corporate seat in Vienna Austria and its business address at Börseplatz 4/IV, 1010 Vienna, Austria registered with the commercial register ( <i>Firmenbuch</i> ) of the Commercial Court of Vienna ( <i>Handelsgericht Wien</i> ) on 01.03.2022 under FN 579723i, which is the sole shareholder of the Property Entity and which is the company responsible for the management of the Real Estate on behalf of the Property Entity. |
| <b>Transaction Documents</b>             | the Cooperation Agreement, Subscription Agreement, Bond Purchase and Transfer Agreement and any other document designated by the Issuer as a Transaction Document.                                                                                                                                                                                                                                                                                                                                |
| <b>Terms and Conditions of the Bonds</b> | the terms and conditions of the Bonds as provided in the exhibit to the Subscription Agreement.                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Usufructuary Agreement</b>            | means the agreement on the usufructuary right of the Co-owner over the Partial Property, which may be part of the initial purchase agreement relating to the Partial Property or which may be documented separately.                                                                                                                                                                                                                                                                              |

## 1. GENERAL DESCRIPTION

### o What is Mintos?

Mintos is a European investment platform that enables individuals to build long-term wealth, with €800 million in assets under management for almost 700 thousand registered users (as of December 1, 2025). Authorized under MiFID (*Markets in Financial Instruments Directive*), Mintos enables users to build diversified portfolios of income-generating investments through both automated and manual investments. Mintos has earned multiple industry awards since its founding in 2014.

For more information, see section '6. MINTOS' of this Base Prospectus.

### o What are Real Estate Securities?

Real Estate Securities are financial instruments, namely asset backed securities, issued by the Issuer via Mintos to Investors and backed up by the Bonds which are issued by the Property Entity to finance the acquisition of real estate. Depending on the underlying Real Estate, the Bonds generate interest income and other proceeds. The Issuer by means of Platform provides access to investments in the Real Estate through the offer and issue of the Real Estate securities.

The Real Estate securities are backed up by Bonds meaning that the Bonds are held by the Issuer. The Bonds also may be held on a financial instruments account with any investment firm and they are not traded on any regulated market.

The Real Estate securities will bear the same interest as Bonds which is the interest that will be paid to bondholders as provided in the Bonds' Documents, see also section 9 of this Base Prospectus.

The reason to offer Real Estate Securities is to give Investors opportunity to invest with relatively small amounts and to provide diversity in their investment portfolios with exposure to real estate that usually require substantial investment amounts due to a relatively high minimum investment threshold, lengthy and complex purchasing process, and operational burden managing such investments (i.e. real estate properties). Notes are also a well-known product to Mintos Investors and by extending notes offering it provides Investors with even more options to invest in various asset-backed securities.

The Issuer is a special purpose legal entity established for the purposes of:

- purchasing Bonds for the purpose of issuance of Notes and dealing with the Bonds according to the Terms and Conditions of the Notes, see the section 9 of this Base Prospectus;
- issuing Notes to Investors via Mintos.

See the sections entitled '5. THE ISSUER' and '7. PROPERTY ENTITY' of this Base Prospectus for more information.

### o The flow of funds for payments of Real Estate Securities

Under the Usufructuary Agreement, the Co-owner agrees to make the Property Payments to the Property Entity on a regular basis (monthly). Successively, the Property Entity uses the Net Property Payments received by it to pay Bonds' Receivables, which in turn makes payments under the relevant Series to the relevant Investor via Mintos. The payments are received into the relevant Investment Account.



This means that if the Property Entity:

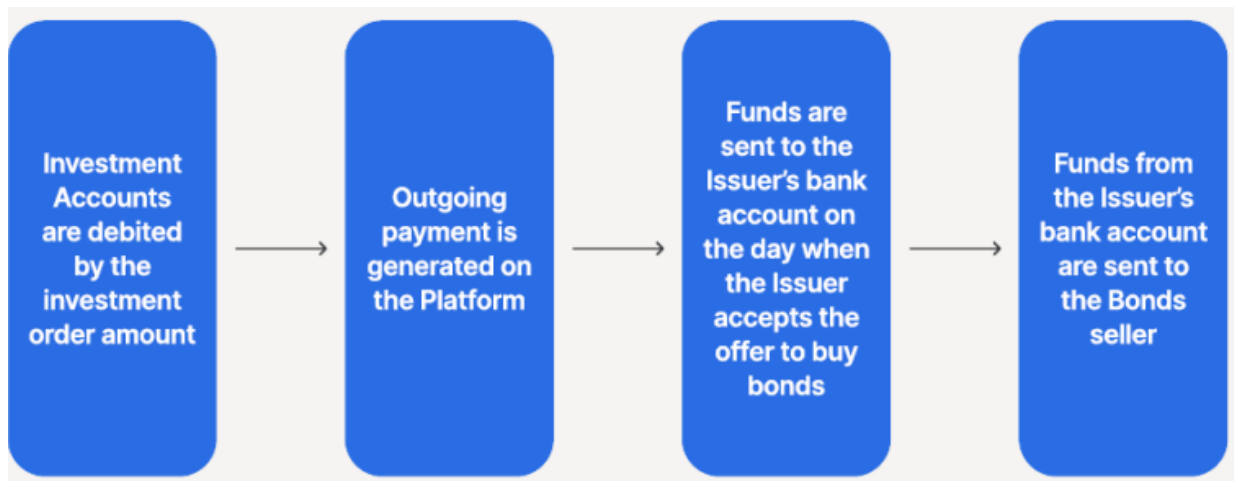
- is late on its Bonds' Receivables scheduled payment, payments to the Investors will also be delayed; and
- does not pay Bonds' Receivables to the bondholders, there will be no interest payments to the Investors under the Real Estate Securities.

The principal of the Bonds is linked and contingent on the sale of the corresponding Property.

○ *The flow of funds for investment in Real Estate Securities*

To invest in Real Estate Securities, the Investor provides instructions on the Platform to reserve a certain amount of Investor's available funds to purchase Real Estate Securities. Reserved funds are held by Mintos up to the day when (i) Investors' funds are transferred to pay the purchase price for the Bonds, or (ii) if the transactions of the Bonds and the Real Estate securities issue are cancelled prior to the transfer of funds for the payment of the purchase price of the Bonds, the reserved funds shall remain held until such time as they are released in consequence of the said cancellation.

The Real Estate Securities are credited to the Investors' Investment Account once the Issuer has committed to paying for the Bonds, with the actual funds transfer taking place upon fulfilment of all conditions precedent by the Property Entity in accordance with the provisions of the Subscription Agreement. The Issuer issues a Series of Real Estate Securities corresponding to the purchased Bonds to Investors via Mintos. When the Investor purchases any Real Estate Security of the Series, the Investment Accounts are credited with the Real Estate Security and debited with the purchase price of the Real Estate Security.



## **2. RISK FACTORS**

The Issuer believes that the factors listed in this section of the Base Prospectus may affect its ability to fulfil its obligations under the Real Estate Securities. All of these risk factors and events are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Real Estate Securities are also described below.

Although the most material risk factors have been presented first within each category, the order in which the remaining risks are presented is not necessarily an indication of the likelihood of the risks actually materialising, the potential significance of the risks or the scope of any potential negative impact to the Issuer's or the Property Entity's business, financial condition, results of operations and prospects. The Issuer and/or the Property Entity may face a number of these risks described below simultaneously. While the risk factors below have been divided into categories, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.

The Issuer believes that the factors described below represent the material risks inherent to investing in the Real Estate Securities, but the inability of the Issuer or the Property Entity to pay interest, principal or other amounts on or in connection with any Real Estate Securities may occur for other reasons and the statements below regarding the risks of investing in any Real Estate Securities are not exhaustive. Other risks, events, facts or circumstances not included in this Base Prospectus, not presently known to the Issuer, or that the Issuer at the date of this Base Prospectus deems to be immaterial could, individually or cumulatively, prove to be important and may have a significant negative impact on the Issuer's or the Property Entity business, financial condition, results of operations and prospects. Prospective investors should carefully review the entire Base Prospectus and should form their own views before making an investment decision with respect to the Real Estate Securities.

Before making an investment decision with respect to any Real Estate Securities, prospective investors should consult their own lawyers, accountants or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Real Estate Securities and consider such an investment decision in the light of the prospective investor's personal circumstances.

### **o RISKS SPECIFIC TO THE PROPERTY ENTITY**

The Property Entity is established exclusively for the purposes of purchasing, owning, servicing, and selling Properties. The acquisition of the Properties shall be financed via the Bonds. The Bonds in turn shall act as the underlying assets for this and other similar Notes issuances. To mitigate business risks, the Property Entity will refrain from participating in any business activities beyond its stated scope. However, it is important to acknowledge that the Property Entity is subject to a variety of risks. These risks could adversely affect the entity's ability to fulfil its obligations regarding the repayment of the Bonds.

The main risks related to Property Entity are listed below:

#### **1. Outsourcing risk**

The Property Entity relies significantly on a third-party Servicer to manage its operational processes. These processes include, but are not limited to, conducting due diligence prior to the purchase of the Property, assessing the creditworthiness of the Co-owner, collecting payments from the Co-owner, ensuring the Co-owner's compliance with property maintenance standards, and performing due diligence before the sale of the Property. In the event that the Servicer fails to perform these duties to a satisfactory standard, there could be adverse effects on the Property Entity business, the cash flows generated from the properties and on the value of the properties.

Additionally, if the Servicer were to default or otherwise become unable to fulfil its obligations, the Property Entity would be forced to find an alternative service provider. This transition to a new servicer could result in changes to the fees for services rendered, potentially increasing operational costs. Such an increase might adversely impact the Property Entity business and decrease the cash flow from the properties attributable to the bondholders.

## **2. Regulatory risk**

The Property Entity and Bambus Group operates in Austria, and is therefore directly exposed to the regulatory environment of Austria. Any significant changes in the regulatory environment or the introduction of new laws and regulations in Austria or the EU could impact the costs related to conducting the business operations, along with associated terms, disclosures, compliance, and reporting obligations. Also, Property Entity is a new business with an innovative business model which therefore makes it exposed to the risk of having to adapt to requirements if those shall be applied to such business. Those may have a negative impact on the Property Entity business and financial stability.

## **3. Operational risk**

Operational risk refers to the potential for the Property Entity to experience direct or indirect losses due to failure in various factors, including internal processes, staff, technology, infrastructure, and external influences such as legal requirements and industry standards.

The Property Entity may be exposed to operational risk and subsequent losses due to factors like fraud, employee mistakes, inadequate workplace practices and safety measures, system or control failures, improper transaction documentation, non-compliance with complex regulations, technological failures, cyber-crime, data breaches, physical asset damage, natural disasters, or external system failures.

Any losses resulting from these failures could lead to direct or indirect financial losses, significantly impacting the Property Entity business, financial health, prospects, and operational results.

## **4. Litigation risk**

The Property Entity may face legal claims, disputes, and complaints from parties like counterparties or regulatory authorities. These could significantly impact the Property Entity business, reputation, finances, operations, prospects, and cash flow. Defending against lawsuits, even if successful, may demand substantial time and attention from the Property Entity management and result in significant legal expenses.

### **o RISKS SPECIFIC TO THE UNDERLYING ASSET - BONDS**

Before considering an investment in Real Estate Securities backed by Bonds, it is essential to recognize the array of potential challenges and uncertainties that come from investing in this underlying financial instrument.

The main risks related to the underlying Bonds are listed below:

### **1. Redemption value**

Since performance of the Bonds is linked to and contingent on the recurring Net Property Payments and eventually also on a redemption upon the sale of the relevant Property, the Investors should be fully aware that the real estate market situation at the redemption date is uncertain, and it could lead to delays in repayments and to a partial or full loss of the invested funds in the Notes. Upon the occurrence of a redemption event, the Property will be evaluated by an independent, licenced third-party appraiser whose

determined value may be below the original principal value of the original investment. Consequently, the redemption value of the Bonds might be lower than their principal value. The factors contributing to such potential adverse effects on the market value of the Property include, but are not limited to, the following:

- Global financial market trends, inflation rates, and economic recessions can significantly impact real estate values. A downturn in the global economy could lead to a decrease in Property value.
- Changes in the country's economic health, such as adjustments in interest rates, taxation policies, and employment rates, can affect real estate market conditions and property valuations.
- Real estate values are also influenced by regional and local market trends, including supply and demand dynamics, the economic health of the region, and local development plans. Changes in these conditions can adversely affect the Property value.
- Developments within the immediate vicinity of the property, such as the construction of commercial facilities, industrial plants, or other structures, could negatively impact the property's appeal and, consequently, its value. Environmental changes or disasters can also lead to a devaluation of the Property.
- New laws, regulations, or zoning changes can affect the usability, restrictions, and value of the Property.
- The Property is subject to potential damages arising from actions by the Co-owner, third parties, or natural disasters. While the Property maintains insurance coverage to mitigate financial losses due to such incidents, there exists a material risk that the insurance provider may refuse to disburse payment under the policy. Such refusal may occur if it is determined that the terms and conditions of the insurance agreement have been breached or if insurance premiums have not been remitted in accordance with the policy's payment schedule.
- The Co-owner may not fulfil their contractual duties set out in the Co-ownership Agreement, including but not limited to, performing required maintenance and repair works on the Property, settling utility bills, and upholding an insurance policy for the Property. Failure to meet these obligations could lead to a deterioration in the Property's condition and market value.
- The Co-owner possesses comprehensive user rights over the Property, including the authority to lease it to third parties, pledge their share of the Property as collateral, undertake renovation works, among other actions. While the majority of these activities require obtaining prior approval from the Property Entity and are expected not to compromise the Property's condition or value, there remains a risk that such activities and encumbrances could adversely affect the Property's market value.

## **2. Property valuation risk**

To ensure that the Property is purchased and sold at its fair market value, a valuation is conducted by an independent, licensed third-party appraiser prior to the purchase and sale of the Property. Furthermore, the Property undergoes an inspection by a representative of the Property Entity before purchase. However, these measures do not guarantee that the correct market value will be accurately established. Consequently, there is a risk that the Property may be purchased at a price above its fair market value or sold below it, which could negatively impact the value of the Bonds and their redemption value.

## **3. Price risk**

The development of market prices of the Bonds depends on various factors, such as changes of interest rates, central bank policies, overall economic development or demand for the Bonds. The market price of the Bonds is also linked to the market value of the underlying Property. The factors contributing to potential adverse effects on the market value of the Property are listed under redemption value risk.

#### **4. Ranking of the Bonds**

The Bonds are secured with a pledge on shares of the Property Entity and a commercial pledge on receivables of the Property Entity. 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, 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.

#### **5. Early redemption risk**

The Property Entity may repurchase or redeem the Bonds in situations described in the Bonds' Documents, potentially hindering investors from reinvesting the redemption proceeds at an equally favourable security with equally favourable interest rate and also leading to partial or full loss of the invested funds in the Notes if the market value of the relevant Property at redemption date is lower than the principal value of the Bonds.

#### **6. Liquidity risk**

Neither the Property Entity nor any other person guarantees the minimum liquidity of the Bonds. Thus, the Bonds' investors should consider the fact that they may not be able to sell or may face difficulties in selling their Bonds on the secondary market at a fair market value or at all.

In summary, these risks encompass financial stability challenges for the issuer, uncertainty regarding bond repayment, legal complexities, credit rating implications, foreign exchange exposure, interest rate sensitivity, limited market liquidity, and regulatory restrictions. Investors should consider these factors when evaluating the underlying Bonds. These risks would also be directly reflected in the return for the Noteholders.

### **o RISKS SPECIFIC TO MINTOS**

#### **1. Various events and failures could cause situations where Mintos is not able to continue operations**

As a relatively new service, Mintos operates in a complex and dynamic regulatory and competitive environment and various events and failures could lead to Mintos terminating the provisioning of services, including the operations of the Platform. These events include but are not limited to revocation of licence, weak financial performance, negative reputation, non-compliance events, dramatic changes in the applicable regulations impacting Mintos operating model or an economic downturn. If Mintos ceases operations, this could significantly impact the Noteholder's ability to receive repayment on time.

Should Mintos enter liquidation or insolvency, as a regulated and supervised entity, the process will be supervised by the NCA. The appointed liquidator or administrator will take over the functions of the management board. Mintos will continue servicing its clients and the Investment Accounts, and relevant financial instruments portfolios in line with what Mintos is permitted to do according to the applicable insolvency and liquidation rules. The process from the moment of the appointment would be led by the appointed administrator or liquidator. In some cases, the Investors' Protection Law may apply. Such processes may significantly influence the investment's return times and make the return more complex to the Noteholder.

Furthermore, Mintos could for some reason suddenly stop honouring its obligations under the

existing agreements, leading to delayed payments or partial or full loss of the amount invested in the Notes.

**2. Non-compliance with regulations could lead to revocation of Mintos' licence**

To provide services to clients, Mintos, as the operator of the Platform, has received an investment firm licence from the NCA. The licence could be suspended or revoked due to non-compliance with regulations by Mintos. Loss of licence by Mintos could lead to delayed payments or partial or full loss of invested amount under the Notes.

**3. Failure of IT systems or a security breach could lead to significant liabilities and harm relationships with customers**

The technology that Mintos has developed over the years is a cornerstone of Mintos' future success. The satisfactory performance, reliability and availability of the Platform is critical to its operations, customer service and reputation.

While Mintos has taken steps to protect confidential information, the techniques used to obtain unauthorised, improper or illegal access to systems, data, or customer data, or to disable or degrade services are constantly evolving and may not be detected quickly.

As a result, Mintos' and Mintos' third-party vendor security measures might be breached, and these security breaches could result in confidential client information being stolen. Breaches of security measures because of third-party action, employee error, third-party vendor error, design flaws in the software, or interruptions in Mintos' systems and services could adversely impact our relationships with Mintos' clients, harm Mintos' reputation and expose Mintos to significant liability.

Furthermore, in the event of damage or interruption, existing insurance policies may not adequately compensate Mintos and Mintos' clients for any losses that may have been incurred. Nevertheless, as IT systems are crucial to Mintos' operations, a substantial amount of resources is devoted to ensuring the stable and uninterrupted performance of the IT systems.

**4. Mintos' bank accounts could be frozen or closed and banks, where the Noteholder funds are held, can become insolvent**

Mintos clients' funds, including the fund being deposited in the Issuer's Account for settlement under the Notes, are kept segregated from Mintos' own funds in several bank accounts marked as client funds accounts.

One or several of those bank accounts that Mintos uses might be blocked, seized or closed for a number of reasons, including insolvency of the banks, resulting in interruptions of fund transfers to the Issuer and the Noteholder.

**5. Significant problem or termination of the agreement with a Mintos partner may affect the provision of services to the Investors**

While providing its services, Mintos relies on several carefully selected partners (e.g., cloud computing providers), and any problems with the service providers could impact Mintos' ability to provide services to the Noteholder. Mintos has taken several steps to reduce the likelihood and impact of such occurrences, such as having backup service providers where feasible, there is still a risk that the Noteholder may not be able to access the Platform or receive services.

## **6. Certain situations or actions may raise conflicts of interests**

While the rights and the responsibilities of Mintos and the Issuer are detailed in the Transaction Documents and this Base Prospectus, and Mintos has established policies and procedures to mitigate the risk, it is not possible to fully avoid the possibility of a conflict of interests between the parties that could impact the interests of the Noteholder.

Mintos provides placement services to the Issuer with respect to the Notes, Mintos receives fees from the Property Entity for placement services. Mintos has carefully set up the fees in a compliant manner and so that it would not violate the conflict of interest management rules. Such placement fees might qualify as inducements and Mintos would disclose information on these inducements to the Noteholder. In addition to inducement disclosures, Mintos has set up internal procedures to identify and manage conflicts of interest. Some conflicts of interest require disclosure and those are disclosed.

### **o RISKS SPECIFIC TO THE ISSUER**

#### **1. The Issuer could default on its obligations or become insolvent**

The Issuer is a wholly-owned Mintos Group company, and not engaged in any business activities other than those provided in this Base Prospectus. There is a risk that the Issuer could suddenly stop effectively honouring its obligations under the existing agreements and breaching its provisions, resulting in missing repayments to the Noteholder. This could lead to delays in repayments and partial or full loss of invested amounts.

While the Issuer is created, established and performs its operations as a special purpose undertaking, due to possible legal shortcomings of the applicable law and/or judicial practice, the Issuer might be found insolvent due to the following reasons, including, but not limited to, a Noteholder or other creditor initiating the insolvency procedure against the Issuer in bad faith and the court not finding limited recourse and non-petition provisions defined by this Base Prospectus as a sufficient ground to reject such proceeding. In such situations, the Noteholder could experience delays in receiving its invested funds and its priority as a creditor of the Issuer might be changed by the rule of law, leading to receiving fewer amounts than due under the Notes.

The Terms and Conditions of the Notes (in section 9 of this Base Prospectus) are set up and drafted as having legal force and addressing concerns as legally binding contractual obligations. There can be external circumstances that might influence such legal construction, including, but not limited to court ruling, and/or new or modified legal enactments.

#### **2. Mintos may not be able to cover the maintenance and administrative costs of the Issuer**

Considering the pass-through nature of the Issuer, the maintenance costs and administrative expenses of the Issuer are, in essence, covered by Mintos, via a compensation mechanism. If for any reason mentioned above in '*RISKS SPECIFIC TO MINTOS*', Mintos is not able to cover such costs, it could significantly influence the operations of the Issuer and its ability to service Notes and make payments to the Noteholder.

#### **3. Information asymmetry**

There is a risk that the Property Entity can provide material information with delay or fails to

provide information to the Issuer at all. As a consequence:

- the Issuer through Mintos acting as its authorised representative will not be able to timely enforce its rights provided in the Transaction Documents and to act in the interests of Noteholders; and
- the Issuer will not be able to prepare and publish supplements to this Base Prospectus in a timely manner, which could impact the Noteholders' judgement on purchasing the Notes being unaware of any significant new factor, material mistake or inaccuracy related to the information being sourced from the Property Entity.

#### **4. Cross-risks applicable to the Issuer**

Considering the pass-through nature of the Issuer, the Issuer and its abilities to pay amounts due to the Noteholders under the Note are exposed to all the risks listed above in '*RISKS SPECIFIC TO THE UNDERLYING ASSET - BONDS*', and '*RISKS SPECIFIC TO MINTOS*'.

##### **o RISKS SPECIFIC TO THE REAL ESTATE SECURITIES**

Please note, that in this section and elsewhere the term "Notes" has the same meaning as the term "Real Estate Securities" used in this Base Prospectus.

#### **1. The Noteholder has no rights of recourse against the Property Entity, or the security agent, if any**

The Noteholder has no direct right to the Bonds. Instead, the Noteholder is acquiring Notes, which are backed by the corresponding Bonds. The legal title in the Bonds and relevant rights arising from them are vested in the Issuer. This means that the Noteholder will have no direct recourse against the Property Entity and no ability to independently and in its discretion to pursue the Property Entity to collect payments under the Bonds. All such actions are carried out by the Issuer as the legal owner of the Bonds according to the provisions of this Base Prospectus and the Transaction Documents.

#### **2. Change of creditors priority**

The outcome of judicial or insolvency procedure could overrule the creditors' priority in this Base Prospectus due to requirements of the law, meaning that the Noteholders of one Series of Notes could become equal creditors to Noteholders of other Series of Notes, thus all the proceeds the Issuer receives from all the Notes is distributed on *pro rata* basis or otherwise.

#### **3. Certain costs may rank higher than payments to the Noteholder**

While it is the Issuer's responsibility to transfer to the Noteholder all payments that have been received from the Property Entity, there are certain costs, such as taxes, Mintos' fees and recovery costs that rank higher than payments to the Noteholder. This means that the Noteholder would only receive payment after the payment obligations of a higher priority have been settled.

Also, there is a risk that the outcome of judicial or insolvency procedure could define other priority of payments, which differs from the priority in this Base Prospectus.

#### **4. Liabilities that are not Series specific will be allocated to all Series of Notes proportionally**

If there are higher priority costs, i.e., taxes, fees and recovery costs, related to the specific Note, then these will be covered from the payments due to the Noteholders according to the Priority of Payments defined in this Base Prospectus. Where the liability is not Series-specific, for example, legal costs, the liability will be allocated to all Series of Notes proportionally unless otherwise defined by the Priority of Payments.

**5. Mintos may defer, and the Terms and Conditions of the Real Estate Securities may automatically postpone payments due to the Noteholder**

Under the Terms and Conditions of the Real Estate Securities, if after application of the Priority of Payments the Issuer has insufficient funds on any Interest Payment Date, any Redemption Date or the Maturity Date to make a payment of Interest or principal in full, Mintos, acting on behalf of the Issuer and at its sole discretion, may decide that the Issuer pays only part of the amount due, or defers the payment until the full amount due is available. Such partial payment or deferral does not constitute an Event of Default under the Terms and Conditions of the Real Estate Securities.

Furthermore, if any amounts on the Notes are outstanding on the Maturity Date, the Maturity Date will be automatically postponed to the date on which all amounts due and payable under the Notes are paid. If, however, the Bonds' redemption value according to the Bonds' Documents is lower than the amount of the Notes outstanding, then the Maturity Date will not be postponed. As a result, a Noteholder may experience a delay, a partial payment, or an extended maturity.

**6. No specific securitisation laws in Latvia**

There are no dedicated laws and regime in Latvia addressing specific special purpose vehicle issuer insolvency or limited recourse concepts at the date of this Base Prospectus. Mintos believes the Terms and Conditions of the Notes are set up and drafted as having legal force and addressing such concerns as legally binding contractual obligations. There might be circumstances that influence such legal construction, including, but not limited to the court ruling, or new or modified legal enactments. Eventually, this could lead to delayed payments or partial or full loss of the amount invested in the Notes.

**7. Bonds redemption could impact planned return**

The Property Entity may repurchase the Bonds from its investors in the events specified in this Base Prospectus and the Subscription Agreement.

The Property Entity not only has a right to repurchase, but also has an obligation to repurchase the Bonds from the investors upon the occurrence of certain events specified in this Base Prospectus and the Bonds' Documents.

If the early redemption right is exercised by the Property Entity, the relevant Series of Real Estate Securities will be redeemed early in full once the Issuer has received the repurchase price from the Property Entity. The redemption value will be linked to the Bonds' redemption value which may differ from the original principal value due to reasons listed in the "Risks specific to the underlying asset - Bonds" sub-section of this Base Prospectus. The Noteholders' return on the investments in the Real Estate Securities which are redeemed due to the repurchase may be lower than the initially planned return.

**8. New regulations introduced in the future could impact the Noteholder and Mintos**

Due to several reasons, such as improvements in computer technology, the financial crisis of the past decade and a greater focus on preventing the legalisation of illegally gained proceeds, the financial industry over the last years has experienced the introduction of several new regulations. With further developments and adoption of technologies, jurisdictions, either where Noteholders or Mintos Group are domiciled are likely to introduce new regulations or administrative interventions that could relate to Real Estate Securities or online marketplaces such as the Platform. Such regulation in the future, for example, could enhance investors' protection measures, limit access to Real Estate Securities to only qualified or sophisticated Noteholders, limit the proportion of the portfolio that can be invested through Real Estate Securities or introduce any other restricting measures.

Furthermore, the introduction of new regulations or significant changes to the existing regulations could impact the profitability, cost base and future operations of Mintos. Failure to comply with regulation could lead to, among other things, lawsuits, administrative enforcement actions, penalties, and revocation of licences and authorisations. Eventually, this could lead to delayed payments or partial or full loss of invested amounts under Notes.

**9. New regulation in relation to taxes could impact the expected return for the Noteholder**

In the event that new regulation is introduced, or existing regulation or its interpretation changes so that the Issuer and/or Mintos needs to withhold additional taxes before making payments to the Noteholder, and the Issuer and/or Mintos is required to withhold any transfer tax, stamp duty and/or financial transactions tax, this could impact the expected return on investment for the Noteholder. Similar developments in the Noteholders' tax residence country can lead to the same consequences.

**10. Notes have limited liquidity and transferability**

The Notes are illiquid securities and there is no active market for them, and the Notes are not admitted to any trading venue. The potential buyers and transferees are limited only to other Mintos' clients who are registered on the Platform. Which all means that the Noteholder might need to offer the Notes with a significant discount and hence would not meet the expected return on the investment, or might even be unable to sell them at all during a shorter or longer period of time. Furthermore, to protect Noteholders that use automatic investment solutions from making investment decisions, Mintos may restrict the execution of orders to sell the Notes according to the terms and conditions of the agreements between the Investors and Mintos.

The Noteholder should therefore only invest in Notes that the Noteholder is comfortable with holding to maturity.

**11. An undiversified investment portfolio may lead to greater exposure to the Property Entity and country-specific risks than a well-diversified portfolio**

Investment in a single Note, Notes issued in relation to the Property Entity or Notes with underlying Bonds related to one country, means that the performance of the portfolio and risk exposure depends on that Note, the Property Entity, country and currency risk.

Mintos encourages its customers to build a well-diversified portfolio and provides several tools to automate investing in Notes, making this easier.

**12. Investing in Notes issued in other currencies increase the Noteholder's exposure to currency risk**

If a Noteholder invests in Notes denominated in a currency that is different from the currency that the Noteholder earns and/or spends, the return on the investment could be significantly impacted by the fluctuations in the exchange rate between those currencies. This means that if the underlying currency depreciates significantly, the Noteholder could lose part of the investment, and if the currency appreciates significantly, the Noteholder could earn a higher return on investment.

**13. Notes are not bank deposits**

Investment in Notes does not have the status of a bank deposit in Latvia or elsewhere and is not within the scope of the deposit protection or guarantee scheme operated by the Republic of Latvia or any other jurisdiction.

### 3. GENERAL INFORMATION

#### Important notices

THIS BASE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED OTHER THAN AS PROVIDED BELOW AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. THIS BASE PROSPECTUS MAY ONLY BE DISTRIBUTED OUTSIDE THE UNITED STATES TO PERSONS THAT ARE NOT U.S. PERSONS AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS BASE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

NOTHING IN THIS BASE PROSPECTUS CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. THE SECURITIES DESCRIBED IN THIS BASE PROSPECTUS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.

Any materials relating to any potential offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law.

Under no circumstances will this Base Prospectus constitute an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction other than provided on page 1 of this Base Prospectus.

#### Responsibility for this Base Prospectus

The Management Board of the Issuer:

| Title                            | Name            |
|----------------------------------|-----------------|
| Chairman of the Management Board | Martins Sulte   |
| Member of the Management Board   | Martins Valters |

accepts responsibility for the information contained in this Base Prospectus (other than the information in the sections entitled '7. THE PROPERTY ENTITY' and '8. THE BONDS'). To the best of its knowledge, the information (other than the information in the sections entitled '7. THE PROPERTY ENTITY' and '8. THE BONDS') contained in this Base Prospectus is in accordance with the facts and makes no omission likely to affect its import. Any information from third parties identified in this Base Prospectus as such has been accurately reproduced and that as far as the Issuer is aware and are able to ascertain from the information provided by a third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Property Entity accepts responsibility for the information contained in the sections entitled '7. THE PROPERTY ENTITY' and '8. THE BONDS' of this Base Prospectus. To the best of its knowledge, the information contained in sections entitled '7. THE PROPERTY ENTITY' and '8. THE BONDS' of this Base Prospectus is in accordance with the facts and makes no omission likely to affect its import.

## **Final Terms**

Each Series of Real Estate Securities will be issued on the terms and conditions set out under the section entitled '9. TERMS AND CONDITIONS OF THE REAL ESTATE SECURITIES' of this Base Prospectus as completed by the applicable Final Terms. The Final Terms will be published on the website [www.mintos.com](http://www.mintos.com). A form of applicable Final Terms is set out under the section entitled '11. APPLICABLE FINAL TERMS' of this Base Prospectus.

## **Other relevant information**

This Base Prospectus must be read and construed together with any supplements to this Base Prospectus and with any information incorporated by reference in this Base Prospectus and, concerning any Series of Notes, must be read and construed together with the relevant applicable Final Terms.

## **Unauthorised information**

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into concerning the Programme, any information supplied by the Issuer, or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer.

Mintos has not authorised the whole or any part of this Base Prospectus and does not make any representation or warranty, or accept any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or any responsibility for the acts or omissions of the Issuer or any other person in connection with the issue and offering of the Notes, nor does Mintos or any of its shareholders, directors, affiliates, advisers or agents take any responsibility for the acts or omissions of the Issuer or any other person in connection with the issue, offering and sale of the Notes.

## **Restrictions on distribution**

The distribution of this Base Prospectus and any Final Terms, and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and Mintos to inform themselves about and to observe any such restrictions. In particular, Notes have not been and will not be registered under the Securities Act. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons. Neither this Base Prospectus nor any Final Terms constitute an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, Mintos or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms will be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer. Mintos has not provided any financial or taxation advice in connection with the Programme or the Notes.

## **Programme limit**

The maximum aggregate nominal amount of all Real Estate Securities from time to time outstanding under the Programme will not exceed EUR 75 000 000 (seventy five million euro) (or its equivalent in other currencies).

## **Language**

The language of this Base Prospectus is English. Certain legislative references and technical terms have

been cited in their original language so that the correct technical meaning may be ascribed to them under applicable law.

## **Ratings**

No Series of Real Estate Securities issued under the Programme will be rated by any credit rating agency.

## **Currencies**

Unless otherwise indicated, the financial information contained in this Base Prospectus has been expressed in euro. The Issuer's functional currency is euro, and the Issuer prepares its financial statements in euro.

## **Third-party and market share data**

This Base Prospectus contains information regarding business of the Issuer, Mintos, the Property Entity and others, and the industry in which they operate and compete. Where third party information has been used in this Base Prospectus, the source of such information has been identified. Statistical information included in this Base Prospectus has been derived from official public sources, including the statistical releases. All such statistical information may differ from that stated in other sources for a variety of reasons, including the use of different definitions and cut-off times. This data may subsequently be revised as new data becomes available and any such revised data will not be circulated by the Issuer to Investors who have purchased the Real Estate Securities. In some cases, independently determined industry data is not available. In these cases, any market share data included in this Base Prospectus is referred to as having been estimated. All such estimates have been made by either the Issuer or the Property Entity using its information and other publicly available market information. Each of the Issuer and the Property Entity believes that these estimates of market share are helpful as they give prospective Investors a better understanding of the industry in which the Issuer or the Property Entity operates as well as its position within that industry. Although all such estimations have been made in good faith based on the information available and the Issuer's or the Property Entity's knowledge of the market within which it operates, neither the Issuer nor the Property Entity may guarantee that a third-party expert using different methods would reach the same conclusions. Where information has not been independently sourced, it is the Issuer's or the Property Entity's own information.

## **No incorporation of website information**

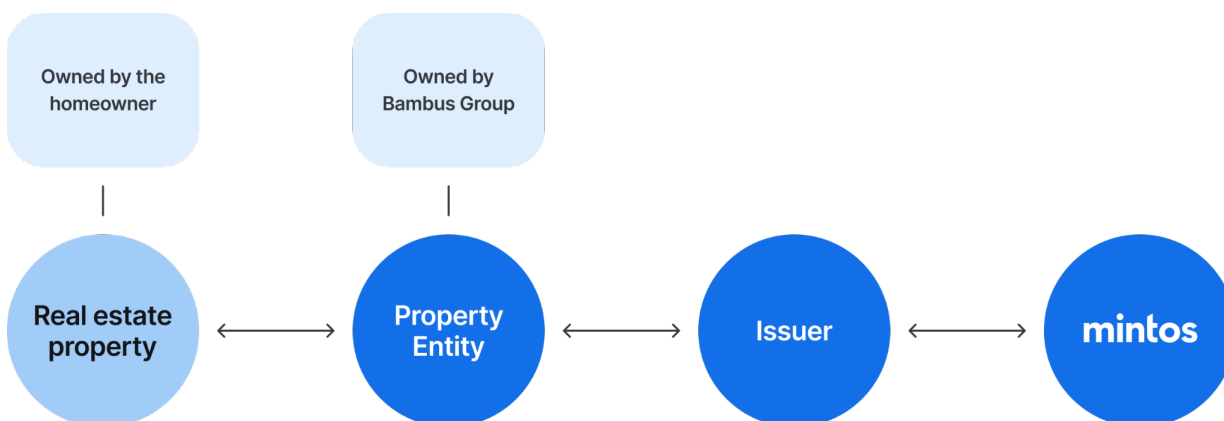
The Issuer is affiliated with Mintos and their website is [www.mintos.com](http://www.mintos.com). Unless specifically incorporated by reference into this Base Prospectus, information on the website or any other website mentioned in this Base Prospectus or any website directly or indirectly linked to these websites has not been verified, is not incorporated by reference into, and does not form part of, this Base Prospectus, and Investors should not rely on it.

#### 4. TRANSACTION OVERVIEW

The purpose of issuance of the Real Estate Securities is for Bambus Group to fund purchases of shares (parts) in real estate properties in Austria, and for the Investors who shall have invested in the Real Estate Securities to receive returns from the monies that will be generated by the respective Real Estate. To achieve that there are various transactions intended between different parties.

Also, for this purpose Bambus Group has set up the Property Entity as a new company whose sole aim is to cooperate with Mintos and own shares only in those Properties which are funded by means of Investors investing in Real Estate Securities on Platform. Other transactions that Bambus Group performs with other funding will, so to say, sit outside of the Property Entity.

This section of the Base Prospectus intends to provide an overview of key information on how involved parties transact with one another in relation to the Real Estate Securities.



The cooperation with Bambus Group anticipates there being Real Estate Securities issued with respect to several Real Estates. One series of Real Estate Securities will relate to one Real Estate.

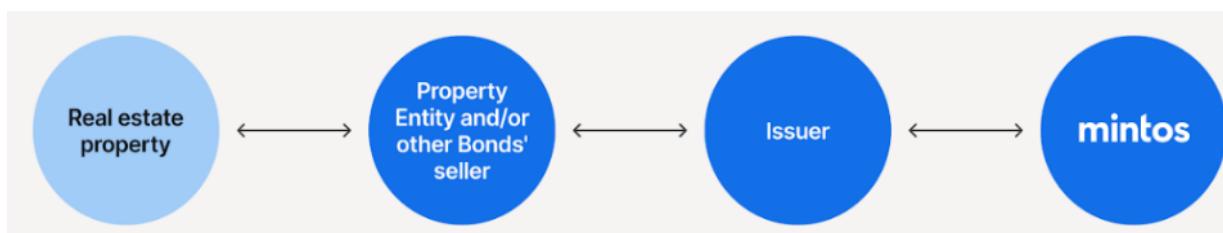
The main steps of the operational process for each Real Estate transaction may be described as follows:

- 1) a homeowner (Co-owner) agrees to sell a part of their real estate property to Bambus Group. The homeowner continues living there and paying usufructuary payments on the sold part of their property. Usufructuary payments in essence are payments for using the sold part, which in economic sense is like rent;
- 2) after the agreement is made, Bambus Group organises an independent valuation of the real estate property by a third party and delivers information and documents to Mintos about the particular Real Estate, including the appraisal report;
- 3) Mintos checks the details of the real estate property and, if approved, the Issuer and the Property Entity will sign a private placement bond (Subscription agreement) with an aim for the Property Entity to collect funds to buy the specific Real Estate. Once the Subscription Agreement is signed the Final Terms for issuance of a series of Real Estate Securities in relation to those particular Bonds will be published, and Investors will be offered to start investing in the Real Estate Securities. Mintos Investors will be provided with information about the particular Real Estate;
- 4) the offer to invest in the Real Estate Securities in each case should be open for a few weeks. Mintos will collect investment orders and up until the expiry of the offer period the funds will stay on Mintos Investors' accounts, however will be reserved/ blocked to allow execution for the orders;

- 5) if not enough Investors commit, the process may be cancelled, and the amounts that were reserved are released - the investments won't happen. But if enough Investors participate (at least half the total Bonds amount), Mintos will proceed further - it will debit funds from the Investors' accounts on Platform, Investors will receive Real Estate Securities on their financial instruments' accounts, Mintos will transfer the funds to purchase the Bonds. This funds' transfer will serve as the Issuer's payment for the Bonds, in accordance with the provisions of the Bonds' Documents;
- 6) if not enough Investors commit, the process may continue in the following way - the part of the Bonds will be acquired by the Bambus Group or other party agreed with Mintos which will afterwards have a possibility to offer this acquired part of the Bonds to the Issuer according to the Bonds Documents.
- 7) upon completion of the transaction, the Property Entity will become the owner of the part of the Real Estate and entity of the Bambus Group will start acting as a Servicer;
- 8) the homeowner (Co-owner) has to start paying monthly payments which has to be the source from which the Property Entity should make payments to the Issuer and thereafter the Issuer monthly interest payments to the Investors;
- 9) principal part of the investment is received at the end of the maturity or earlier upon the sale of the Real Estate. The received principal part might be higher or lower than the initial investment depending on the sale price of the respective Real Estate.

#### o **THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES**

The Issuer has entered into the Transaction Documents, including, among others, those with Mintos and the Property Entity for the issue and sale of the Notes as described in this Base Prospectus.



#### ■ **Acquisition of the share in the Real Estate and contracts with the Co-owner**

The first step of the process for the Real Estate transactions that will fall within the scope of this Base Prospectus will be for Property Entity, Mintos and the Issuer to agree if they wish to proceed with cooperation with respect to that Real Estate and to offer investments in Real Estate Securities on Mintos platform in relation to that particular Real Estate. It is first the Property Entity which will decide whether it wishes to propose the cooperation with respect to a particular Real Estate transaction and will deliver to Mintos information on the anticipated acquisition of the Real Estate that is necessary for Mintos to decide if to proceed with that Real Estate transaction. If the parties will agree to proceed, they will first enter into the Subscription Agreement and then (i) Mintos shall proceed with publishing Final Terms and collecting reservations of the Investors with respect to the Real Estate Securities, and (ii) the Property Entity shall proceed with the steps it takes to acquire the share in the Real Estate.

The process of acquisition of the share in the Real Estate is the following: once a formal third party appraisal on the Real Estate is completed and the Co-owner accepts the price offered by the Property Entity, then the Co-owner and Property Entity agrees on a notary appointment for signing of Real Estate purchase agreement, including the details of the Usufructuary Agreement, as well as Co-ownership Agreement.

After the notary appointment and signing of the agreements and other requirements incl. blocking entry for property registry the purchase process moves to the closing stage which is managed by a trustee (law office) which among other conditions is responsible for deletion of existing liens on the property in the registry (if any exist), getting approval by the Austrian land transfer agency and eventually wiring the purchase price to the Co-owner.

#### ■ Acquisition of Bonds by the Issuer

The key purpose of the Subscription Agreement is for the Property Entity to make an offer of the Bonds to the Issuer. The Bonds, if purchased, will be purchased by the Issuer on the terms and conditions provided in the Subscription Agreement. Funds collected from Investors expressing their interest in investing in Real Estate Securities will be applied towards settling the purchase price of the Bonds, which the Issuer will pay in accordance with the provisions of the Subscription Agreement and/or Bonds Purchase and Transfer Agreement. The Bonds will be delivered to the Issuer immediately upon acceptance of the offer to purchase, while the actual transfer of the respective funds will occur after all conditions precedent are fulfilled by the Property Entity or other Bonds' seller, in accordance with the provisions of the Bonds' Documents.

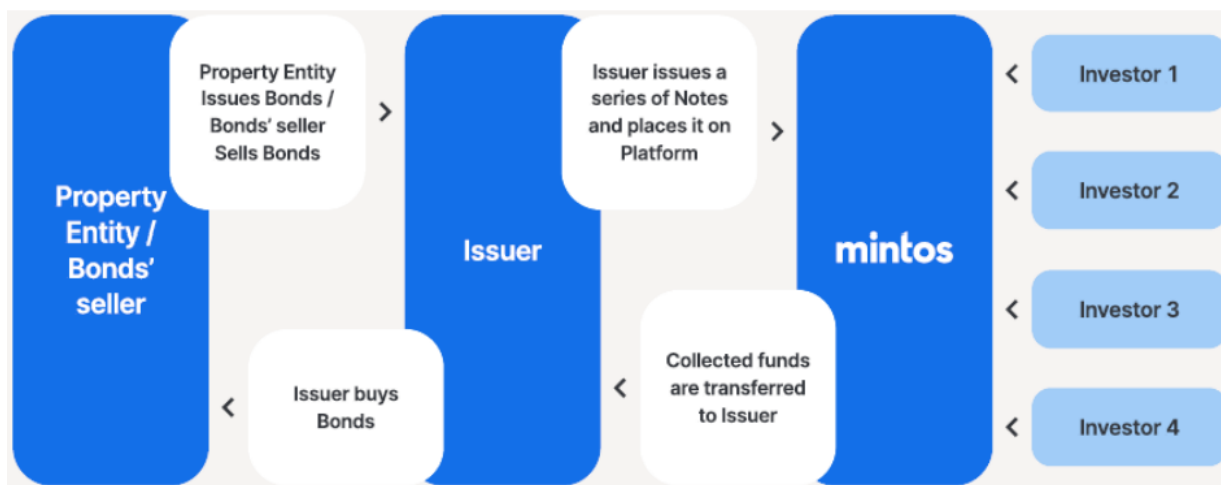


The Bonds transaction may close as well as it may not close, depending on the circumstances and provisions of the Subscription Agreement.

For example, if during the period between signing of the Subscription Agreement and before accepting the Bonds' offer and making the purchase price payment for the Bonds the Issuer collects less than 50% of the purchase price for the Bonds, the offer of the Bonds does not happen as 50% is the minimum amount that needs to be collected for the purchase for the Bonds. As an example: The purchase price for one series of Bonds under the Subscription Agreement is EUR 1000, and by the expiration of the Bond's offer acceptance period the Issuer has collected reservations from the investors for EUR 450, then the Issuer won't issue the Real Estate Securities and won't make the payment of the purchase price for the Bonds. The reserved investors' funds will be therefore released.

The conditions precedent that will have to be met for the Issuer to accept offer of the Bonds and make payment for the Bonds shall be several and they will be laid out in the Subscription Agreement.

## ■ Issue of Real Estate Securities



To purchase Real Estate Securities from the Issuer, the Investor registered on the Platform submits an investment order using a dedicated section on the Platform, indicating the amount of money that the Investor wishes to invest in Real Estate Securities.

Once the Investors have indicated on the Mintos platform their intention to purchase Notes, Mintos reserves those funds to be readily available for the Issuer to commit to purchasing the Bonds in accordance with the provisions of the Subscription Agreement and/or Bond Purchase and Transfer Agreement. Upon the Issuer's acceptance of the offer and commitment to pay for the Bonds, the Real Estate Securities are delivered to the Investors' Investment Accounts with Mintos. The actual payment for the Bonds will occur once all conditions precedent of the Bonds' Documents are fulfilled by the Property Entity or other Bonds' seller. The reservation of the funds means that those funds remain on the Investment Account of the Investor but are not available for other transactions until the Real Estate Securities are delivered or until the Real Estate Securities purchase is cancelled.

In view of it being a possibility that the Bonds' purchase transaction between the Issuer and the Property Entity and/or other Bonds' seller does not close, i.e. the Issuer refuses the transaction and does not accept the offer of the Bonds and does not pay the purchase price, the Issuer for that purpose has the right to cancel the Real Estate Securities' reservations at its own discretion at any time with no obligation to inform Investors about cancelling the reservations as well as the right to redeem the Real Estate Securities. In case of cancellation of the reservations the Real Estate Securities are never issued and the funds that were reserved get released. Section entitled '9. TERMS AND CONDITIONS OF THE REAL ESTATE SECURITIES' contain provisions that apply in case of redemption of the Real Estate Securities.

The Real Estate Securities are publicly offered by the Issuer on the Platform. Investors can purchase Real Estate Securities from the Issue Date until the Maturity Date of the Real Estate Securities provided in the Final Terms or until the time when the Real Estate Securities are fully sold to Investors by the Issuer, whichever occurs earlier. Information about the offer results of the Real Estate Securities is published on the website [www.mintos.com](http://www.mintos.com) in real time.

The process for purchasing Real Estate Securities is automated and takes place in real-time. When the transaction order is accepted by the Platform, Mintos debits cash funds from the Investor's cash account with Mintos in exchange for delivery of the Notes to the Investor's financial instruments account with Mintos. The Notes allotted are available as soon as the transaction order is executed by Mintos, by means of the Investor's profile on the Platform. Further alienation of Notes may be done as soon as available on the Investor's Investment Accounts.

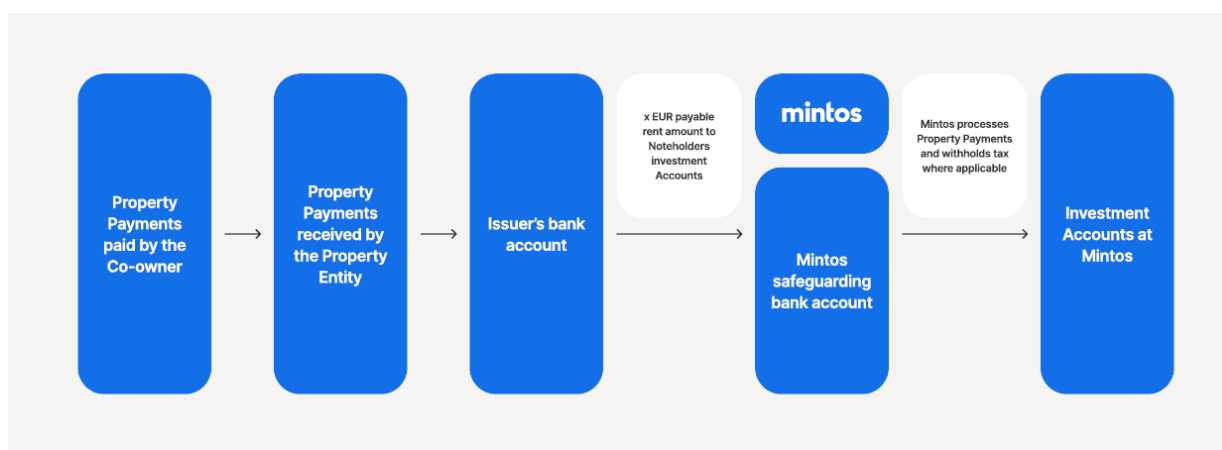
Minimum subscription amount is one Real Estate Security. Maximum subscription amount is up to the Aggregate Nominal Amount as set out under the section entitled '11. APPLICABLE FINAL TERMS' of this Base Prospectus for the relevant Series of Notes, but subject to the nominal amount of the Real Estate Securities being available for purchase from the Issuer as at execution time of the transaction order at Mintos.

No expenses are expected to be charged to the Investor by the Issuer when purchasing the Real Estate Securities. There is no financial transaction tax to be applied at the date of this Base Prospectus by the Issuer and/or Mintos to the Investor in subscribing or purchasing any Real Estate Security.

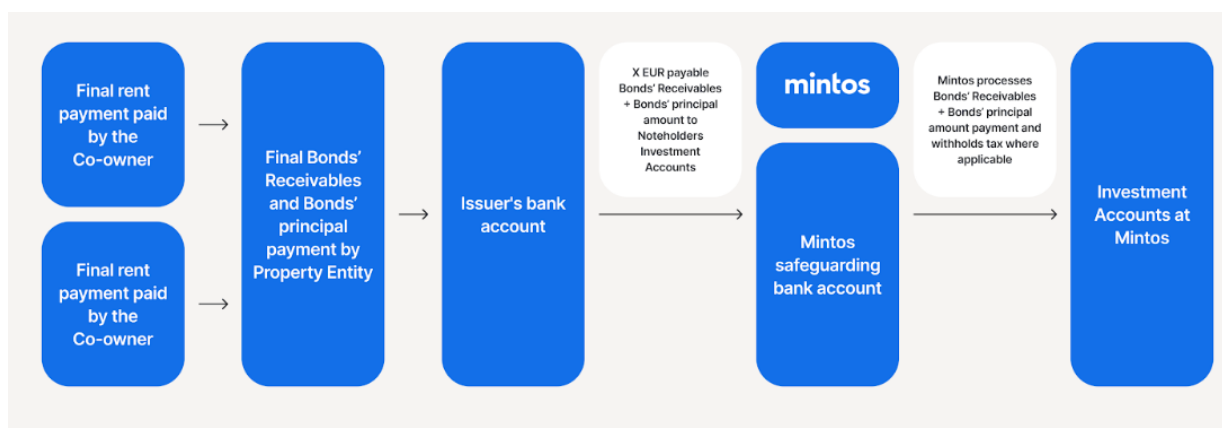
The Bonds that will be acquired as the underlying assets for each Series of Real Estate Securities will be of the nominal amount matching one on one euro amounts invested by the Investors on Mintos platform into the respective Series of Real Estate Securities.

### ■ Payments under the Real Estate Securities

Bonds' Receivables (interest) payout process to the Investor:



Final Bonds' Receivables and Bonds' principal amount is paid to the Investors on the Bonds' maturity date. The same applies in cases of the Bonds' early redemption. In the event of Bonds' early redemption, the Investors receive the Bonds' principal amount together with the accrued Bonds' Receivables up to the date of early redemption in accordance with the Subscription Agreement.



The Interest specified in the Final Terms will begin to be calculated and accrue only from the day when the Issuer makes payment for the Bonds. There is no interest for the Investor's funds reservation period

prior Real Estate Securities are booked in the Investor's Investment Account.

The Interest and principal payments under the Real Estate Securities are linked and contingent on corresponding payments being made under the Bonds, and stem from the underlying Property Payments made by the Co-owner and the sale of the property at the Bond's maturity. The sale of the property may occur earlier than at maturity of the Bonds, and such earlier sale would trigger redemption of the Bonds prior to their maturity and that would trigger payments under the Real Estate Securities. The interest and principal payment of the Bonds are such that the Bonds shall bear interest at the interest rate per annum on their nominal amount from the date indicated in the Subscription Agreement and Bonds' interest shall be payable monthly subject to payments being made by the Property Entity to the Issuer in arrears on each interest payment date, commencing to accrue on the interest commencement date in accordance with the terms of the Subscription Agreement.

Interest payments for the Real Estate Securities might be adjusted up or down if the adjustment happens to the Property Payments which are the source for payment of interest under the Bonds. Such adjustments could happen after annual recalculation of the monthly Property Payments which are indexed to inflation. The Property Payments' indexing is done once a year in January for the rest of the calendar year.

As the Notes may be redeemed only with the funds received by the Property Entity and transferred to the Issuer from the sale of the corresponding property, the Investors should be fully aware that the real estate market situation during the lifetime of the Real Estate Securities and at their maturity is uncertain, and it could lead to delays in payments for the Real Estate Securities and to a partial or full loss of the invested funds in the Real Estate Securities.

See the risk factor entitled 'Mintos may defer, and the Terms and Conditions of the Real Estate Securities may automatically postpone payments due to the Noteholder' in the section entitled '2. RISK FACTORS – RISKS SPECIFIC TO THE REAL ESTATE SECURITIES', and the section entitled '9. TERMS AND CONDITIONS OF THE REAL ESTATE SECURITIES' of this Base Prospectus, for a description of the circumstances in which payments under the Real Estate Securities may be delayed or reduced.

#### ■ **Redemption of the Real Estate Securities due to redemption of the Bonds**

The Issuer may exercise its right but not the obligation to redeem the Real Estate Securities from the Investors on the occurrence of certain events specified in the Bonds' Documents and applicable laws, including, but not limited to the Property Entity exercises any of its rights of early redemption and/or repurchase of the Bonds in accordance with the terms of the Bonds' Documents.

In this event of early redemption of the Real Estate Securities, due to the Property Entity redeeming the Bonds, if at that point the Bonds will have been already purchased by the Issuer, the Bonds held by the Issuer will be redeemed from the Issuer in accordance with the terms of the Bonds' Documents and all funds received by the Issuer in case of early redemption of the Bonds will be used proportionally to redeem the Real Estate Securities.

During redemption of the Notes, the property of the underlying partial co-ownership share will be evaluated by an independent official third-party appraiser whose determined value may be below the original principal value of the original investment. Since principal of the Bonds is linked and contingent on the sale of the corresponding property, the Investors should be fully aware that the real estate market situation at the redemption date is uncertain, and it could lead to delays in repayments and to a partial or full loss of the invested funds in the Notes.

As the Real Estate Securities may be redeemed by the Issuer only with the funds acquired from the Property Entity under the Bonds, the Investors should be fully aware that, it could lead to delays in

repayments and to a partial or full loss of the invested funds in the Notes. For information on these risks please see the section entitled '*RISK FACTORS*'.

#### ■ **No Credit Enhancement**

The Real Estate Securities have no credit enhancements and no liquidity support in relation to payment of interest or principal. The Issuer, as a special purpose entity, has no obligation to make any payment on the Real Estate Securities unless sufficient funds have been received from the Property Entity.

### ○ **THE TRANSACTION DOCUMENTS**

*The information in this section is a summary of certain features of the Transaction Documents provided for information purposes and will not be treated as the full binding text of the relevant agreement.*

This section does not entail a summary of those transaction documents which will be executed by the Issuer with respect to the acquisition of the Bonds from third parties, as those transaction documents will be market standard transaction documents as customary for such transactions. They will include agreements and other documents necessary for transactions to be performed with respect to the Bonds according to the provisions of this Base Prospectus.

Further are provided summaries of contracts that are necessary for the matters outlined in the above section entitled '*THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES*' which are other than those customarily necessary to purchase and hold the Bonds.

#### ■ **The Cooperation Agreement**

##### *General*

The Cooperation Agreement contains the agreement between the Issuer, the Property Entity, the Servicer and Mintos on the matters outlined in the above section entitled '*THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES*'. The Cooperation Agreement is concluded with respect to the cooperation in general and shall not require to be executed again for each Property transaction.

Cooperation Agreement sets out among other things the following requirements for each Property transaction:

- the Partial Property to be financed has to be a single family house in the Republic of Austria;
- the maximum amount to be paid by the Issuer for one Bond issue with respect to one Property is 500 000 EUR (five hundred thousand euros); and
- LTV (financing amount (Bond nominal value in EUR) from the value) is no greater than 60% based on the submitted comparable deals method and no greater than 70% based on submitted independent valuator's report;
- upon the purchase of the Bonds by the Issuer there are no monetary liens or other encumbrances on the Partial Property.

##### *Mintos*

Mintos acts as a placement agent, calculation agent, transfer agent and paying agent of the Issuer in relation to the Notes.

#### *Issuer*

Issuer has undertaken to transact with the Bonds only in line with this Base Prospectus. The Issuer is obliged to provide Mintos with information and documentation with respect to the Bonds. The Issuer has undertaken to procure that there are no encumbrances, liens or other security interests in favour of any third parties over the Bonds.

#### *Property Entity & Servicer*

The Property Entity and the Servicer agree to cooperate with Mintos and the Issuer where the Issuer issues the Real Estate Securities under this Base Prospectus and the Property Entity undertakes certain rights and obligations under the Cooperation Agreement, the Bonds' Documents and other Transaction Documents.

#### *Term and termination*

The Cooperation Agreement continues until all liabilities of the Issuer and Mintos according to its provisions are fully satisfied.

#### *Governing law*

The Cooperation Agreement and any non-contractual obligations arising out of, or in connection with it, are governed by and will be construed in accordance with the laws of the Republic of Latvia.

### ■ **The Subscription Agreement and other Bonds' Documents**

#### *General*

The Subscription Agreement and other Bonds' Documents contain the agreement between the Issuer and the Property Entity on the matters outlined in the above section entitled '*THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES*' for each particular Property transaction. The Cooperation Agreement, described above, sets out the requirements for the Subscription Agreement and Bonds' Documents and provides for their templates and standard terms and conditions, however each Property requires its own set of Bonds' Documents.

#### *Issuer*

The Issuer is the party which acquires the Bonds under the Bonds' Documents and which acquires rights under the Bonds' Documents as a bondholder. The Subscription Agreement when and if concluded does not oblige the Issuer to purchase the Bonds, but entitles the Issuer to accept the offer of the Bonds and to purchase them, if any, on the terms and conditions of the Subscription Agreement.

#### *Property Entity*

The Property Entity under the Bonds' Documents offers the Bonds to the Issuer for purchase, has to comply with various undertakings on how to handle the Property and exercise its rights with respect to it, has to comply with the payment obligations under the Bonds' Documents. It is the Property Entity who is obliged to pay the Bonds' Receivables and the principal under the Bonds upon their maturity, as well as to pay to the Issuer in case of the redemption of the Bonds.

### *Term and termination*

The Subscription Agreement and other Bonds' Documents contain provisions on how they may be terminated prior to the maturity of the Bonds and they continue to apply until all liabilities of the Property Entity according to their provisions are fully satisfied.

### *Governing law*

The Bonds' Documents and any non-contractual obligations arising out of, or in connection with it, are governed by and will be construed in accordance with the laws of the Republic of Austria.

### *Security for obligations of the Property Entity*

The obligations of the Property Entity under the Bonds' Documents towards the Issuer are secured by:

- Receivables Pledge Agreement between the Property Entity as the pledgor and the Issuer as the pledgee concluded for each respective Property;
- Pre-emption Right Agreement between the Property Entity and the Issuer concluded for each respective Property;
- Shares Pledge Agreement between the Servicer as the sole shareholder of the Property Entity and as the pledgor and the Issuer as the pledgee by establishing the pledge over the Property Entity shares in the favour of the Issuer.

## **■ Bond Purchase and Transfer Agreement**

This Bond Purchase and Transfer Agreement governs the sale and transfer of Bonds initially issued by the Property Entity to finance the acquisition of specific real estate assets, referred to as Partial Properties. The agreement involves three principal parties:

- **Property Entity:** The Property Entity ensures compliance with the terms and conditions of the Bonds and maintains the bondholder register.
- **Holder:** Bambus Teilverkauf GmbH, which holds a portion of the Bonds initially issued and is offering them for transfer to the Issuer. The holder facilitates the sale process by making an offer to the Issuer and endorsing the Bonds upon successful transfer.
- **Issuer:** which evaluates the offered Bonds and has the option to purchase them. The Issuer may accept the offer for all or part of the Bonds and agrees to pay the corresponding purchase price, as specified in the agreement.

### **Mechanics of the agreement:**

- **Offer and Acceptance:** The holder offers the Bonds to the Issuer under specified terms. The Issuer can accept the offer by submitting a written notice within a defined offer period.
- **Payment and Transfer:** Upon acceptance, the Issuer agrees to transfer the purchase price to a designated account. The Bonds are then endorsed by the holder and registered in the Issuer's name by the Property Entity.
- **Partial Transfers:** If the Issuer accepts only a portion of the Bonds, the remaining Bonds stay with the holder, and new Bond certificates are issued to reflect the updated holdings.
- **Security and Compliance:** The Bonds are backed by first-ranking pledges over the Property Entity's receivables and shares.

The agreement includes representations and warranties by all parties regarding legal compliance, solvency, and proper authorisation of the transaction. These are designed to mitigate risks and ensure the integrity of the transfer process.

This agreement is a critical component of the transaction framework, ensuring the structured transfer of the Bonds while maintaining transparency and legal compliance, and securing the interests of all involved parties.

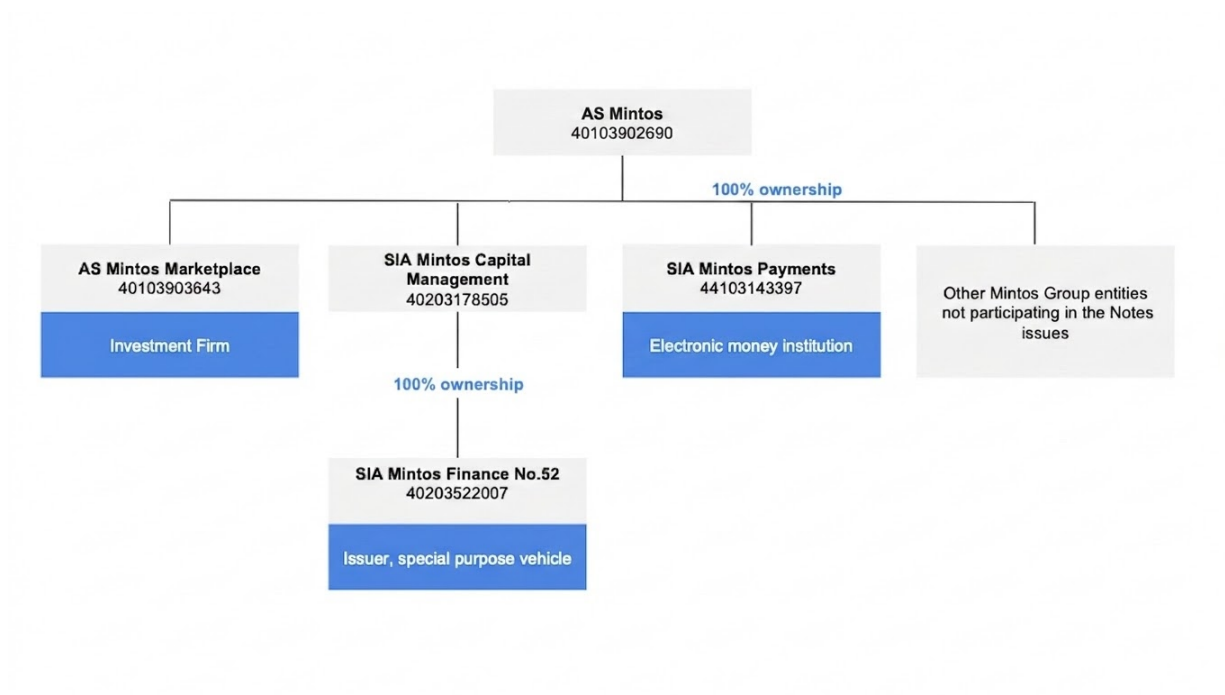
## 5. THE ISSUER

### o General

The Issuer is a special purpose undertaking established for the sole purpose of issuing and offering Notes to Investors on the Platform, which are backed up by the Bonds acquired by the Issuer. The Issuer does not take part in any other business activities.

The Issuer is incorporated as a limited liability company and registered in the Commercial Register, Enterprises Register of the Republic of Latvia on 14.11.2023 under the name SIA Mintos Finance No. 52 with registration number 40203522007. It operates under the laws of the Republic of Latvia and has its registered office at 52 Skanstes Street, Riga, LV1013, Latvia. The Legal Entity Identifier (LEI) of the Issuer is: 984500CV142B1E761195.

The registered and paid up share capital of the Issuer is EUR 2800 consisting of 2800 shares each having a nominal value of EUR 1. Each share is entitled to one vote. The sole shareholder of the Issuer is SIA Mintos Capital Management, registration No 40203178505.



The Issuer has no subsidiaries and does not own any shares or equity.

The Issuer is managed by the Management Board, the members being appointed by the sole shareholder of the Issuer:

| Title    | Name            | Other roles                                                                                                                         |
|----------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Chairman | Martins Sulte   | Chairman of the Management Board of AS Mintos, SIA Mintos Capital Management and Mintos.                                            |
| Member   | Martins Valters | Member of the Management Board of AS Mintos, SIA Mintos Capital Management and Mintos;<br>Managing Director of the Property Entity. |

For so long as the Notes of any Series remain outstanding or Notes may be issued under the Programme, articles of association (Statutes) of the Issuer can be accessed on [www.mintos.com](http://www.mintos.com).

#### o **Activities**

The activities of the Issuer are as follows:

- issue and publicly offer Notes to the Investors, including preparation, submission to the NCA and publication on the Platform of this Base Prospectus;
- purchase and safekeeping of the Bonds;
- payments under the Notes through Mintos, subject to receiving Bonds' Receivables and principal amount of the Bonds from the Bonds Issuer; and
- publication of financial and other information to Investors in accordance with applicable law.

#### o **Financial information**

The financial statements are prepared in accordance with the Latvian Generally Accepted Accounting Principles (GAAP).

For accounting purposes, Loan Receivables are classified as a pass-through of a financial asset under International Financial Reporting Standard (IFRS) 9 3.2.5.

The appointed auditor of the Issuer for the financial years 2024 - 2025 are "KPMG Baltics SIA", registered in the Republic of Latvia on 16 December 1994 with registration number 40003235171.

The Issuer's financial data:

[Audited financials 2024](#)

[Audited financials 2025](#)

[Unaudited financials 2026 Q1](#)

#### o **Authorisation**

The establishment of this Programme and the issue of Notes have been duly authorised by decisions of the sole shareholder of the Issuer on 15.07.2026.

#### o **Significant or material change**

At the date of this Base Prospectus, there has been no significant or material change in the financial position of the Issuer since the date of its last published financial statements.

#### o **Litigation**

The Issuer (whether as a defendant or otherwise) is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Base Prospectus which may have, or have in such period had, a significant effect on the financial position or profitability of the Issuer.

## 6. MINTOS

Mintos, under the name AS Mintos Marketplace, was registered as a joint-stock company on 1 June 2015 in the Commercial Register, Enterprises Register of the Republic of Latvia with the unified registration number 40103903643.

All the shares in Mintos are held by AS Mintos.

Mintos has been authorised as an investment firm by the NCA on 17 August 2021 and it provides following investment services and ancillary services:

- reception and transmission of orders in relation to one or more financial instruments;
- execution of orders on behalf of clients;
- dealing on own account;
- portfolio management;
- investment advice;
- placing of financial instruments without a firm commitment basis;
- holding of financial instruments;
- currency exchange services, if they are related to the provision of investment services;
- providing investment research, financial analysis or other general advice regarding transactions in financial instruments; and
- provision of services related to the initial placement of financial instruments.

Mintos provides services in Latvia, France, Germany, Italy, Poland, Netherlands, Czech Republic, Belgium, Austria, Portugal and Spain. Mintos has not commenced provision of services in other countries as of the date of this Base Prospectus but may do so during the validity period of this Base Prospectus.

Cash funds of the Investors are held by Mintos in regulated credit institutions, including but not limited to AS LHV Pank (Estonia), Signet Bank AS (Latvia), and money market funds.

Mintos owns and operates the Platform which is the technical infrastructure through which (a) companies sell loans and other receivables or other assets to issuers, (b) the issuers offer and sell asset backed securities to investors backed by the acquired receivables or other assets and (c) information exchange and money flows occur between Investors, issuers and originators and services of the assets and receivables. Notes which are backed up by bonds are one of the types of assets backed securities offered and available on the Platform. Also, Mintos offers and may offer other investment products or services to the Investors.

○ Key activities performed by Mintos with respect to Notes are as follows:

- Opens and services Investment Accounts for investors and (a) carries out anti-money laundering, combating the financing of terrorism and know your client policies and procedures, (b) carries out appropriateness and suitability tests, (c) responsible for compliance with product governance

requirements and (d) informs Investors regarding the risks inherent in the products and services depending on the status of the Investor.

- Prepares this Base Prospectus and engages lawyers and other advisors and submits it to the NCA for approval.
- Operates the Platform for (a) Investors to acquire Notes, exchange currencies related to investment services and transactions with Notes and receive automated portfolio management services and, including but not limited (b) the Issuer and the lending company or other originator to transfer title in the receivables and exchange information in relation to the receivables.
- Acts as an assignment, placement, calculation, transfer and paying agent for the Notes including (a) transfer of funds to the Issuer following placement of Notes, (b) settlement of payments due between the Issuer and other parties, (c) payments to the Investment Accounts, (d) provides information regarding Investors to the Issuer to calculate any withholding taxes on payments and (e) provides information on Payment Events through API from the involved parties.
- Maintains the register of Noteholders.
- Complies with the Transaction Documents including monitoring of compliance with the covenants and other provisions of the transaction documents. See the section entitled '4. TRANSACTION OVERVIEW – *TRANSACTION DOCUMENTS*' of this Base Prospectus for more information.
- Prepares and submits reports for legal and regulatory purposes to the NCA, the Latvian State Revenue Service and others.

## 7. THE PROPERTY ENTITY

### o Business overview

The Property Entity is a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and existing under the laws of the Republic of Austria, having its seat in Vienna and its registered address at Vienna, Börseplatz 4/IV, 1010 Vienna, Republic of Austria, and registered on 27.02.2024 with the companies' register (*Firmenbuch*) of the commercial court of Vienna (*Handelsgericht Wien*) under FN 623600i.

The Property Entity is a part of Bambus Group (<https://www.bambus.io/>) that operates similarly to a reverse mortgage, a popular financial tool in Western Europe. Reverse mortgages allow people to access the value of their home, for example, when they have already paid off their mortgage. Many retirees have a significant amount of wealth tied up in their homes. Bambus Group offers a way to unlock those funds, allowing homeowners to use the money for things like travel or other expenses. Instead of selling their home entirely, they may sell a portion of the ownership and stay living there as renters.

More specifically, the Property Entity is a part of Bambus Group who offers to their clients to purchase a share of a privately owned single-family residential property (become co-owners of up to 50%) and transfer the usage of the partial ownership share back to the clients by offering usufructuary rights (the client is able to continue living in the property, use it at one's disposal, maintain the property and cover any upkeep costs), in return receiving monthly Property Payment for the part of the bought Property.

Key metrics of the entire portfolio of properties managed by Bambus Group since 2022 when the first property was partly acquired:

- the average yield (rent divided by purchase price) is 5.5% across the portfolio;
- the highest yield is currently 6.0%;
- the lowest yield is currently 4.8%;
- Over 95% of the portfolio by volume have an average yield over 5%;
- no properties have been sold yet, hence, appreciation impact is yet to be evaluated.

### o Financial information

The audited financial statements for the year 2024 and unaudited financial statements for 2025 and Q1 2026 have been prepared in accordance with the local Austrian GAAP; financial statements are prepared in euro (EUR) currency.

The latest available historical financial information of the Property Entity is available on Mintos website:

[Audited financials 2024\\*](#)

*\*There are Other Matters stated by the auditors:*

*"Other Matter - Micro-Entity*

*Under Austrian commercial law provisions, it is assumed for micro-entities that the annual financial statements without further disclosures and explanations give the truest possible picture of the financial, asset, and earnings position.*

*Other Matter – Initial Audit*

*The Company was incorporated in the 2024 financial year. Consequently, the audit of the annual financial statements as of 31 December 2024 constitutes an initial audit.*

#### Other Matter – Negative Equity

*The negative equity of the Company as of 31 December 2024 amounts to EUR -17,959.63. The indirect parent company Bambus Immobilien GmbH, registered in Munich, has issued a hard, open-ended letter of comfort in favour of Bambus M Einfamilienhaus GmbH in the amount of EUR 100,000.00. This letter of comfort is irrevocably valid until an approved annual financial statement of Bambus M Einfamilienhaus GmbH is available showing positive book equity (§ 225 Para. 1 UGB)."*

#### Unaudited financials 2025

According to Section 277 of the Austrian Commercial Code (Unternehmensgesetzbuch – UGB), company reports, including audited financial statements, must be filed with the commercial register within nine months of the balance sheet date. For a calendar year end (December 31st), the audited financials for the financial year 2025 must be prepared and submitted by September 30th, 2026.

#### Unaudited financials 2026 Q1

##### o **Auditors**

The statutory auditor of the annual financial statements for the Property Entity financial years ended 31 December 2024 is Moore Centurion with its registered office at Hegelgasse 8/14, 1010 Vienna.

##### o **Litigation**

The Property Entity (whether as a defendant or otherwise) is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Property Entity is aware) in the 12 months preceding the date of this Base Prospectus which may have, or have in such period had, a significant effect on the financial position or profitability of the Property Entity.

##### o **Administrative, management and supervisory bodies**

The following table shows the main administrative, managerial and supervisory positions of the Property Entity:

| <b>Name</b>              | <b>Position / function (year since)</b> | <b>Education and business experience summary</b>                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Franz Hörhager           | Managing Director (2024)                | Mr. Hörhager has been the Chief Executive Officer of the Bambus Group of companies since 2018. Previously, he worked as Manager at Macquarie Infrastructure and Real Assets, the world's largest private infrastructure investor. Mr. Hörhager holds a bachelor's degree in finance from the Wharton School of Business and a bachelor's degree in Materials Science and Engineering at the University of Pennsylvania. |
| Mag. Sebastian Pfisterer | Managing Director (2024)                | Mag. Pfisterer has been Chief Operating Officer of the Bambus Group of companies since 2022. He previously founded, ran and sold an Austrian marketing and events management                                                                                                                                                                                                                                            |

|                 |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                             | business. Mag. Pfisterer holds a law degree from the University of Vienna.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Martins Valters | Managing Director<br>(2025) | Martins Valters is a co-founder of Mintos and currently serves as the Chief Operating Officer of the Mintos Group. He has extensive experience in the financial services sector, having spent eleven years at Ernst & Young, where he conducted audits, due diligence, and advisory engagements for major banking groups across Europe. Through this work, he developed strong expertise in financial analysis, risk assessment, and corporate finance. M. Valters holds a B.Sc. degree in Economics and Business Administration from the Stockholm School of Economics in Riga and is a Chartered Certified Accountant. |

#### o Shareholders

The share capital of the Property Entity is EUR 10,000 divided into a single share quota with a nominal value of EUR 10,000, which is fully paid in. Each share is entitled to one vote.

| Name                           | Share % | Registration no. | Form of control    | Domicile |
|--------------------------------|---------|------------------|--------------------|----------|
| <b>Bambus Teilverkauf GmbH</b> | 100     | 579723i          | Direct shareholder | Austria  |

## 8. THE BONDS

### o Legal nature, jurisdiction and the applicable law of the Bonds

The Property Entity intends to issue the Bonds in accordance with the Bonds' Documents. The Bonds may be issued in dematerialised and/or bearer form, offering flexibility to bondholders. Depending on the form, the Bonds can either be maintained in securities accounts with Mintos or registered in the Property Entity's bondholder register, accompanied by a corresponding Bond certificate.

For Bonds held in dematerialised form in securities accounts with Mintos, the registration in these accounts will determine the bondholders. These bondholders are entitled to receive the Bonds' Receivables and nominal payments in accordance with the terms of the Bonds' Documents.

For Bonds issued in bearer form, they will be registered in the bondholders' register maintained by the Property Entity. The holder of the Bonds, as recorded in the register and identified by the associated Bond certificate, will be entitled to the Bonds' Receivables and nominal payments.

The Bonds are planned to be issued with a nominal value of EUR 1 (one euro) per Bond, and the total nominal value of the issuance will amount to EUR 75,000,000 (seventy-five million euros), to be issued in several series. The minimum subscription size for each series of the Bonds will be EUR 100,000 (one hundred thousand euros), with a minimum increment of EUR 1,000 (one thousand euros).

However, certain Bonds may also be issued with a different nominal value, as determined by the specific terms of the issuance.

The currency of the Bonds will be euro.

The issuance of the Bonds will be conducted through private placements, and there will be no public offering of the Bonds.

Neither the Subscription Agreement nor any other Bonds' Documents constitute a prospectus within the meaning of the Prospectus Regulation. The Bonds' Documents have been prepared on the basis that all offers of the debt securities issued by the Property Entity pursuant to the Subscription Agreement will rely on exemptions from the obligation to publish a prospectus under the Prospectus Regulation.

The Bonds rank *pari passu* with other bonds issued by the Property Entity. In case of the insolvency of the Property Entity, the investors will be entitled to recover their investment on the same terms as other creditors in the respective claims' group according to the relevant applicable laws. There are no contracts or other transaction documents that would subordinate the claims of the investors to other unsecured liabilities of the Property Entity.

### o Repayment and maturity

The nominal (face value) of one Bond is EUR 1 (one euro), and the Property Entity will repay the nominal amount as a lump sum on the maturity date of the Bonds or earlier in accordance with conditions stated in the Subscription Agreement at an amount which is contingent on the sale price of the Property. According to the Subscription Agreement the maturity date when the Bonds shall be redeemed by the Property Entity is 10 (ten) to 25 (twenty-five) years.

According to the Subscription Agreement Bonds' Receivables are set at the higher of

- a) 5.0% (five per cent) per annum over the principal amounts of each Bond held by the bondholder and
- b) the proportion of the Net Property Payments for each Bond held by the bondholder.

If, for any interest period, Net Property Payments should be negative, such negative Net Property Payments shall be carried forward and set-off with any positive Net Property Payments in the following interest period(s).

The Bonds' interest will be calculated on the basis of the exact number of days elapsed during the relevant interest period and by reference to a year of 365 days.

The Bonds can be redeemed (ordinary redemption; mandatory early redemption; voluntary early termination) before their maturity date due to reasons and in order as described in the Bonds' Documents.

These characteristics of the Bonds as described above demonstrate capacity to produce funds to service any payments due and payable on the Notes.

## 9. TERMS AND CONDITIONS OF THE REAL ESTATE SECURITIES

The following are the terms and conditions of the Real Estate Securities (the **Terms and Conditions**) which, together with the relevant Final Terms, will be applicable to the specified Series of Real Estate Securities. The relevant Final Terms will complete the Terms and Conditions in relation to each Series of Real Estate Securities.

**Throughout the remainder of these Terms and Conditions, the term “Notes” is equivalent to the term “Real Estate Securities”, and both terms are used interchangeably.**

Save where the context requires otherwise, references in the Terms and Conditions to **Notes** are to the Notes of one Series only, not to all Notes of other Series that may be issued under these Terms and Conditions.

In these Terms and Conditions, unless the context otherwise requires, words denoting the singular include the plural and *vice versa*.

In these Terms and Conditions, references to a specified Condition will be construed as a reference to that specific Condition of these Terms and Conditions as in force for the time being and as amended or supplemented from time to time.

The headings are inserted for convenience of reference only and will not affect the interpretation of these Terms and Conditions.

In these Terms and Conditions, reference to any other document will be construed as references to that document as in force the time being and as amended, supplemented or substituted.

The use of the word **including** means **including without limitation**.

Words and expressions used in these Terms and Conditions in capitals and not defined will have the meanings given to them in the Final Terms unless the context otherwise requires or unless otherwise stated.

### DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following definitions will apply:

**Aggregate Nominal Amount:** the aggregate nominal amount of the Notes as specified in the Final Terms.

**Available Distribution Amount:** the amounts received by the Issuer from the Series.

**Base Prospectus:** the base prospectus in relation to the Notes.

**Bonds:** bonds issued by the Property Entity and held by the Issuer as an asset backed security for the Notes.

**Property Entity: Bambus M Einfamilienhaus GmbH**, a limited liability company with its corporate seat in Vienna Austria and its business address at Börseplatz 4/IV, 1010 Vienna, Austria registered with the commercial register (*Firmenbuch*) on 27.02.2024 of the Commercial Court of Vienna (*Handelsgericht Wien*) under FN 623600i.

**Bonds' Documents:** the Subscription Agreement, Terms and Conditions of the Bonds, Bond Purchase and Transfer Agreement.

**Bonds' Receivables:** the interest payable on the Bonds. The Bonds will bear interest at a rate indicated in the Final Terms, subject to conditions of the Subscription Agreement. The interest on the Bonds will be

calculated and payable according to the Bonds' Documents.

**Bonds' Receivables Payments:** interest payments made by the Property Entity under the Bonds' Documents.

**Business Day:** any day on which banks in the Republic of Latvia are open for business, except for Saturdays, Sundays and national holidays of the Republic of Latvia.

**Cooperation Agreement:** the cooperation agreement between the Issuer, the Property Entity, the Servicer and Mintos in relation to the Notes.

**Final Terms:** the final terms of the Notes.

**Interest:** the interest under the Notes or the Series.

**Interest Accrual Periods:** the periods during which Interest accrues on the Notes as specified in the Final Terms.

**Interest Payment Date:** each date on which Interest is payable under the Notes as specified in the Final Terms.

**Interest Rate:** the rate at which Interest accrues on the Notes as specified in the Final Terms.

**Investment Accounts:** the financial instruments account and the cash account of the Investor opened with Mintos.

**Issue Date:** the issue date of the Notes being the date on which the Notes are first made available for subscription as specified in the Final Terms.

**Issuer:** SIA Mintos Finance No.52, incorporated as a limited liability company and registered in the Republic of Latvia with registration number 40203522007 on 14.11.2023, a special purpose entity whose principal purpose is the issue of Notes.

**Issuer's Account:** the cash funds account of the Issuer opened with Mintos which is used solely for settling payments with the Investors.

**Maturity Date:** the scheduled maturity date of the Notes as specified in the Final Terms.

**Mintos:** AS Mintos Marketplace, a joint stock company registered in the Commercial Register of the Register of Enterprises of the Republic of Latvia under unified registration number 40103903643 on 01.06.2015, having registered address: 50 Skanstes Street, Riga, LV-1013, Latvia.

**Noteholder:** each person who appears as a holder of any Note from time to time in the electronic register maintained by Mintos.

**Notes:** notes issued or to be issued by the Issuer.

**Payment Event:** the date on which any full or partial payment under the Bonds occurs.

**Principal Amount Outstanding:** the Aggregate Nominal Amount multiplied by the Sink Factor.

**Priority of Payments:** the priority of payments set out in Condition 7.

**Redemption Date:** each date on which the Notes are redeemed as specified in the Final Terms.

**Series:** Notes with the same Issue Date and the same Terms and Conditions and identified in the relevant Final Terms as forming a series.

**Servicer:** Bambus Teilverkauf GmbH, a limited liability company 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*) on 01.03.2022 under FN 579723i, which is the sole shareholder of the Property Entity and which is the company responsible for the management of the Real Estate on behalf of the Property Entity.

**Sink Factor:** a fractional number between 0 to 1 (inclusive) up to 16 decimal figures as determined by the Issuer from time to time which reflects the then Principal Amount Outstanding taking into account any partial redemptions of the Notes.

**Specified Currency:** the currency of the Notes as specified in the Final Terms.

**Specified Denominations:** the specified denominations of the Notes as specified in the Final Terms.

**Transaction Documents:** the Cooperation Agreement, Subscription Agreement, Bond Purchase and Transfer Agreement and any other document designated by the Issuer as a Transaction Document.

## 1. UNDERTAKINGS OF THE ISSUER

The undertakings in this Condition 1 remain in force for so long as any of the Notes are outstanding.

### 1.1 *Authorisations and compliance with laws*

The Issuer will promptly obtain, comply with and do all that is necessary to maintain in full force and effect any authorisation required under any law or regulation of Latvia to enable it to perform its obligations under the Notes or own title in the Bonds, and carry on its business as it is being conducted. The Issuer will comply in all respects with all laws to which it is subject.

### 1.2 *Negative covenants*

Other than in connection with the Notes or as provided in the Base Prospectus, the Issuer will not:

- (a) sell, transfer, create any security over or otherwise dispose of any of the Bonds;
- (b) incur or permit to be outstanding any financial indebtedness;
- (c) be the creditor to any person;
- (d) give or allow to be outstanding any guarantee or indemnity to or for the benefit of any person in respect of any obligation of any other person;
- (e) carry on any business other than as a special-purpose pass-through undertaking established for the purpose of issuing and offering Notes, which are backed by the Bonds, to Investors on the Platform; or
- (f) use the Issuer's Account for any purpose other than as provided in these Terms and Conditions and the Transaction Documents.

## 2. GENERAL

2.1 The Issuer under these Terms and Conditions together with the corresponding Final Terms has authorised the creation, issue and sale of the Notes. The issue of Notes on the Issue Date

specified in the Final Terms will correspond to the Issuer obtaining title to the Bonds with a total amount equal to the Aggregate Nominal Amount.

- 2.2 Subject to Condition 25, the Issuer will obtain the title to the Bonds on the condition that Mintos has determined that it has all the data it requires in relation to the Bonds' Receivables in accordance with the Bonds' Documents. The condition in no case implies either the Issuer or Mintos has any obligation to examine, verify or assess Bonds' Documents data, including, through the use of any documentary evidence.
- 2.3 In each case where amounts of principal, Interest, other return and additional amounts (if any) are payable in respect of the Notes, the obligations of the Issuer to make any such payment will constitute an obligation only to account to the Noteholders on each date on which such amounts are due, for an amount equal to amounts of principal, Interest, other return and additional amounts (if any) actually received by the Issuer in relation to the Bonds.
- 2.4 Neither the Issuer nor Mintos are liable to make any payments in respect of the Notes other than as expressly provided in these Terms and Conditions.
- 2.5 Save for any fees payable to the Mintos, so far as the Issuer is aware, no person involved in the issue of the Notes has any material interest to the offer of the Notes.

### **3. STATUS**

- 3.1 The Notes constitute direct, general, unsubordinated and limited recourse debt obligations of the Issuer, which rank *pari passu* among themselves; and at all times these obligations rank at least *pari passu* with all other present and future direct, general, unsubordinated and limited recourse obligations of the Issuer arising from the present and further Series, except for those obligations as may be preferred by applicable law.
- 3.2 No proprietary or other direct interest in the Issuer's rights under or in respect of any of the Transaction Documents, the Bonds' Receivables and the principal of the Bonds, exists for the benefit of the Noteholders. Subject to these Terms and Conditions, no Noteholder will and will have any right to enforce any of the Transaction Documents and the Bonds' Receivables, or any direct recourse to the Property Entity.

### **4. FORM**

The Notes are issued by the Issuer in registered form which are deposited and held as book-entry with Mintos.

### **5. ISSUE OF NOTES**

The Notes are issued on the Issue Date in the Aggregate Nominal Amount, the Specified Denominations and the Specified Currency as specified in the Final Terms.

### **6. REGISTER, TITLE AND TRANSFERS**

- 6.1 Mintos maintains an electronic register of Noteholders in accordance with the Cooperation Agreement. No certificates will be issued to any Noteholder in respect of its holding.
- 6.2 Each Noteholder will (except as otherwise required by law) be treated as the absolute owner of any relevant Note for all purposes (whether or not it is overdue and regardless of any notice of

ownership, trust, nominee ship or any other interest in the Note), and no person will be liable for so treating the Noteholder.

- 6.3 The Notes are held and freely transferred only between the financial instrument accounts at Mintos of Noteholders. No application has been or will be made to trade the Notes on any regulated market or any other trading venue, other than the Platform.
- 6.4 A transfer of any Note between the Noteholders may be affected by Mintos which may require as conditions to the transfer of (a) provision of documents and information, (b) payment of any transfer fee and (c) payment of any tax or other governmental charges, in each case, by the relevant Noteholder in accordance with terms and conditions of the Platform.

## **7. PRIORITY OF PAYMENTS**

All funds received by the Issuer in relation to the Bonds, to the extent legally permitted, will be applied by the Issuer in the following order of priority:

- (a) *first*, in or towards payment of any amounts owed by the Issuer to any tax authority and required to be paid by the Issuer under or pursuant to the Notes;
- (b) *second*, in payment or satisfaction of all fees and penalty fees then due and unpaid to Mintos if any;
- (c) *third*, in or towards payment or satisfaction of all amounts then due and unpaid as commissions, fees, costs, charges, expenses and liabilities incurred or payable for servicing of the Bonds;
- (d) *fourth*, in or towards payment or satisfaction of any costs, including legal fees, for any action to recover funds, collect or restructure payment obligations, or taking any other actions to receive the Bonds' Receivables.
- (e) *fifth*, to the Noteholders in or towards the payment or discharge of all amounts of Interest and Principal Amount Outstanding then due and payable under or in respect of Series. Such payment or discharge being done by placing Notes of all Series outstanding in the chronological order from the Notes having oldest Payment Event to the Notes having newest Payment Event, and then applying a pro rata approach on each particular Series level.

Neither the Issuer nor Mintos will be liable for applying the Priority of Payments, including for any minor errors, pursuant to Condition 25.

## **8. INTEREST**

### **8.1 *Payment of Interest***

Each Note bears interest from (and including) the date on which the Issuer makes purchase payment for the Bonds. Interest will be calculated in accordance with Conditions 8.2, and payable in the Specified Currency in arrears on each Interest Payment Date.

### **8.2 *Accrual of Interest***

The Notes are backed by receivables derived from the Bonds issued by the Property Entity. The

Issuer does not accrue or calculate interest on the Notes independently. Instead, the Issuer's role is limited to transferring the receivables received from the Property Entity to the Noteholders in proportion to their respective investments in the Notes.

Distributions to Noteholders are made on a pro-rata basis, based solely on the amounts received by the Issuer from the Property Entity under the terms of the Bonds. The Issuer does not perform any recalculations or adjustments to the amounts received. The funds are distributed as-is, ensuring Noteholders receive their proportionate share of the receivables without any additional interest or adjustment being applied at the Issuer's end.

Noteholders should be aware that the Issuer acts solely as an intermediary for the transfer of funds and does not assume responsibility for the performance, calculation, or accrual of interest beyond the terms set forth by the Bonds issued by the Property Entity.

**Any payment of Interest will be made only in accordance with Conditions 7, 11 and 25, and will be subject to the relevant Payment Event having occurred and the Issuer having actually received the corresponding payment under the Bonds.**

## **9. PRINCIPAL REDEMPTION**

### *9.1 Redemption at maturity*

Unless previously redeemed or purchased and cancelled as specified in these Terms and Conditions, each Note will be redeemed at the Principal Amount Outstanding on the Maturity Date contingent on the Bonds redemption value according to the Bonds' Documents.

### *9.2 Early Redemption*

A proportion of the Principal Amount Outstanding of the Notes will be redeemed *pro rata* on each Redemption Date and at any other time any principal payment from the Bonds is received by the Issuer, without any prior notice to Noteholders. The Principal Amount Outstanding of the Notes redeemed will be in the same proportion as the proportion that the principal payment received by the Issuer has to the total principal amount outstanding of the Bonds immediately before the principal payment. Any accrued but unpaid Interest associated to that proportion of the Principal Amount Outstanding of the Notes being redeemed will be paid at the same time. For the avoidance of doubt if the Principal Amount Outstanding of the Notes is redeemed, the nominal amount of each Note (as specified in Final Terms) is constant and remains unchanged.

**Any repayment of the Principal Amount Outstanding will be made only in accordance with Conditions 7, 11 and 25, and will be subject to the relevant Payment Event having occurred and the Issuer having actually received the corresponding payment under the Bonds.**

## **10. INTEREST AND PRINCIPAL DETERMINATION**

10.1 Mintos determines (a) the amount of Interest payable in accordance with Condition 8 for each Interest Payment Date and (b) the amount of principal payable in accordance with Condition 9 on each Redemption Date and the Maturity Date, on its review of the following information:

- (i) the Payment Events which have arisen;
- (ii) aggregate payment amounts paid by the Property Entity which have been received from the Property Entity;

- (iii) the amounts then due and owed by the Issuer according to the Priority of Payments on the Interest Payment Date, the Redemption Date or the Maturity Date.
- 10.2 On each Interest Payment Date, each Redemption Date and the Maturity Date, Mintos on the Issuer's behalf will direct the payment of Interest and principal amounts to the Noteholders in accordance with Condition 11.
- 10.3 If after application of the Priority of Payments the Issuer has insufficient funds on any Interest Payment Date, any Redemption Date or the Maturity Date to make a payment of Interest or principal in full as required by Conditions 8 and 9, on behalf of the Issuer, Mintos at its sole discretion may decide that the Issuer pays part of the amount due or defers the payment until the full amount due is available, and such partial payment or deferral will not constitute an Event of Default under these Terms and Conditions.
- 10.4 All determinations, calculations and adjustments made by Mintos will be made in conjunction with the Issuer and will, in the absence of manifest error, be conclusive in all respects and binding upon the Issuer and all Noteholders.

## **11. PAYMENTS**

### **11.1 *Payments of Interest and principal***

Subject to Conditions 7 and 12, the Issuer will, from any Available Distribution Amount:

- (a) pay the Interest on the Notes in accordance with Condition 8 on each Interest Payment Date; and
- (b) redeem the Notes in accordance with Condition 9 on each Redemption Date and the Maturity Date.

### **11.2 *Notes contingent payments***

All payments of Interest and principal by the Issuer under the Notes are dependent on the Issuer having received information on the Payment Event and the Available Distribution Amount being sufficient to make the relevant payments in accordance with the Priority of Payments. The Notes will not give rise to the Issuer having any payment obligation in excess of the foregoing.

### **11.3 *Pending Payments Penalty Fee***

Not applicable.

### **11.4 *Insufficient funds on the Maturity Date***

If any amounts on the Notes are outstanding on the Maturity Date, the Maturity Date will be automatically postponed to the date on which all amounts due and payable under the Notes are paid. If however, the Bonds' redemption value according to the Bonds' Documents is lower than the amount of the Notes outstanding, then the Maturity Date will not be postponed.

### **11.5 *Payments to the Noteholders***

Any payments of Interest and redemption amounts in respect of the Notes will be made to the relevant Investment Account.

## 11.6 Taxes

All payments and/or deliveries in respect of the Notes made by or on behalf of the Issuer will be made subject to any withholding or deduction for any taxes, duties, assessments or governmental charges of whatever nature which may be required to be withheld or deducted.

The Issuer or Mintos will:

- (a) not be liable as a result for, or otherwise obliged to pay, any additional amount to any of the Noteholders in respect of, or compensation for, any such withholding or deduction or any other amounts withheld or deducted;
- (b) not be liable for or otherwise obliged to pay, and the relevant Noteholder will be liable for and/or pay, any tax, duty, charge, withholding or other payment whatsoever which may arise as a result of, or in connection with, the ownership, any transfer (or agreement to transfer), any payment and/or any delivery (or any agreement for delivery) in respect of the Notes held by such Noteholder; and
- (c) have the right but will not be obliged (unless required by law), to withhold or deduct from any amount payable or, as the case may be, any delivery due to the relevant Noteholder, such amount or portion as will be necessary to account for or to pay any such tax, duty, charge, withholding or other payment.

The Noteholders will agree to provide the Issuer and/or Mintos with all information and documentation required by the Issuer and/or Mintos, as the case may be, to satisfy any Latvian or other country tax or regulatory obligations at any time.

## 11.7 Payments on Business Days

If the due date for payment of any amount in respect of any Notes is not a Business Day, the Noteholder will not be entitled to payment of the amount due until the next succeeding Business Day in such place and will not be entitled to any further interest or other payment in respect of any such delay.

## 12. LIMITED RECOURSE AND NON-PETITION

- 12.1 Notwithstanding anything in the Base Prospectus, the obligations of the Issuer in respect of the Notes are limited recourse obligations which are payable solely from the sums of principal, Interest, other return and additional amounts (if any) actually received (and identified as such) in relation to the Bonds.
- 12.2 All payments to be made by the Issuer in respect of the Notes will be made only from and to the extent of the sums received or recovered from time to time by or on behalf of the Issuer under the Bonds, subject always to the Priority of Payments.
- 12.3 In relation to any sums received or recovered, the Issuer (or Mintos on its behalf) will follow these Terms and Conditions in determining to which Series of Notes such sums relate and such determination will be binding on Noteholders of all Series in the absence of manifest error.
- 12.4 To the extent that the sums referred to in Condition 12.1 are less than the amount which the Noteholders may have expected and been entitled to receive (such difference being referred to as the **shortfall**), the shortfall will be borne by the Noteholders.

12.5 Each Noteholder, on subscribing or buying any Note directly, of the Platform or any other way, irrevocably accept and acknowledge that it is fully aware that:

- (a) only the sums referred to in this Condition 12, and Conditions 7 and 11 will be available for any payments to be made by the Issuer in respect of the Notes;
- (b) the sums which are attributable to another Series of Notes are only available in satisfaction of the obligations of the Issuer to such Noteholders;
- (c) the obligations of the Issuer to make payments in respect of the Notes will be limited to the sums and the Noteholders will have no recourse to the Issuer, Mintos or their respective shareholders, directors, officers, employees, affiliates, successors or assigns in respect of the Notes for the shortfall;
- (d) no Noteholder is entitled to proceed against the Issuer or Mintos for the shortfall;
- (e) following the realisation and distribution of the net proceeds from the Bonds' Receivables in accordance with the Priority of Payments, the Noteholders or anyone acting on behalf of any of them will not be entitled to take any further steps against the Issuer or Mintos to recover any further sum and the right to receive any such further sum will be deemed as fulfilled; and
- (f) no Noteholder will be entitled to petition or take any other step or join with any other person in bringing, instituting or joining, insolvency, winding-up, liquidation or bankruptcy proceedings (whether court-based or otherwise), or for the appointment of an examiner, liquidator or analogous person in relation to the Issuer, nor will it have any claim to, or in respect of any sum arising in respect of any assets of the Issuer.

12.6 Non-payment of the shortfall referred to in this Condition 12 will not constitute an Event of Default.

12.7 None of the shareholders of the Issuer, Mintos, the Property Entity has any obligation to any Noteholder for payment of any amount by the Issuer in respect of the Notes.

12.8 The provisions of this Condition 12 will survive redemption of the Notes.

### **13. PURCHASE**

13.1 The Issuer may at any time purchase Notes at any price on the Platform.

13.2 Any Note purchased by the Issuer on the sole discretion of the Issuer may be either cancelled or sold to any investor on behalf of the Issuer by Mintos.

### **14. CANCELLATION**

All Notes which are redeemed or cancelled may not be re-issued or resold.

### **15. PRESCRIPTION**

Any and all claims against the Issuer for payment in respect of the Notes will be prescribed and become void unless made within 10 years from the date on which payment in respect of the Notes first becomes due.

### **16. FURTHER ISSUES**

The Issuer may from time to time without the consent of the Noteholders create and issue further Series and further tranches of existing Series of Notes. A further tranche of an existing Series will:

- (a) be fungible with the Notes of that existing Series;
- (b) have the same terms and conditions as the Notes of that Series except for the Aggregate Nominal Amount, the Issue Date, the Issue Price, the Interest Accrual Periods, the first Interest Payment Date and the first Redemption Date; and
- (c) be consolidated and form a single Series with that existing Series of Notes, and references in these Terms and Conditions to Notes will be construed accordingly.

## **17. EVENTS OF DEFAULT**

17.1 Any of the following events will constitute an event of default under the Notes (each, an **Event of Default**):

- (a) if any order is made by any competent court or any resolution passed for the winding-up or dissolution (including any bankruptcy, insolvency, voluntary, forced or judicial liquidation, composition with creditors, a reprieve from payment, controlled management, fraudulent conveyance, general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) of the Issuer (save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangements); or
- (b) formal notice is given of an appointment an administrator (including any receiver, liquidator, auditor, verifier), provisional administrator; or
- (c) any application is made, or petition is lodged, or documents are filed with the court or administrator in relation to the Issuer for the actions, proceeding or procedures specified in paragraphs (a) or (b) above, unless such proceedings or petitions are disputed in good faith and are discharged, stayed or dismissed within 90 calendar days of commencement.

17.2 The Issuer is obliged to inform Mintos immediately if any Event of Default should occur. Should Mintos not receive such information, Mintos is entitled to assume that no Event of Default exists or can be expected to occur, provided that Mintos does not have knowledge of any Event of Default. Mintos is under no obligation to make any investigations relating to any Event of Default. The Issuer will, at the request of Mintos, provide Mintos with details of any Event of Default and provide Mintos with all documents that may be of significance for the application of this Condition 17.

17.3 If Mintos has been notified by the Issuer or has otherwise determined that there is an Event of Default, Mintos will, within 20 Business Days of the day of notification or determination, notify the Noteholders according to Condition 20.

17.4 Upon the occurrence of an Event of Default, Notes are repaid according to the terms and conditions stipulated by this Base Prospectus and relevant Series Final Terms, unless otherwise required by a rule of the law.

17.5 Mintos, subject to the Noteholders indemnifying and holding Mintos harmless from any reasonable expenses, loss or liability, will take every reasonable measure necessary to recover

the amounts outstanding under the Notes according to their terms and conditions and Transaction Documents. Mintos will in each case inform the Noteholders about the costs which should be compensated prior to requesting any indemnification. In any case Mintos will charge this compensation of costs only up to the recovered amount. Mintos will not ask for compensation of costs for its in-house staff and resources.

- 17.6 For the avoidance of doubt, if any payment is not made by the Issuer because the Issuer has not received the relevant amounts under the Series so that the Available Distribution Amount after application of the Priority of Payments is not enough to make payments due under the Notes in full, the occurrence of such event will, as such, not constitute an Event of Default.

## **18. MEETING OF NOTEHOLDERS**

### *18.1 General provisions*

The Issuer from time to time may convene a meeting of the Noteholders (the **Noteholders Meeting**) to adopt resolutions on certain matters. The Issuer at its own discretion decides which matters will be reserved for passing at the Noteholders Meeting.

These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the Noteholders Meeting or in respect of the relevant resolution and Noteholders who voted in a manner contrary to the majority. As a result, Noteholders may be bound by a change to these Terms and Conditions or by some other decision that affects Noteholders' investment in the Notes even though they have not agreed to such change.

The Noteholders Meeting may adopt its resolutions in one of the two forms as chosen by the Issuer:

- (a) at a meeting held by attendance of the Noteholders to discuss the items on the agenda and pass resolutions on the matters put to the vote using ballots provided; or
- (b) by absentee voting (without attendance of the Noteholders to discuss the items on the agenda and pass resolutions on the matters put to the vote).

The Noteholders Meeting will be chaired, and minutes taken by a representative of Mintos.

### *18.2 Resolutions of the Noteholders Meeting*

Matters put to the vote at a Noteholders Meeting and its agenda will be decided by the Issuer.

The Noteholders may neither pass resolutions on the matters not included in its agenda nor amend the agenda.

Resolutions passed by the Noteholders Meeting and voting results will be provided to the persons eligible to participate in the Noteholders Meeting in a report, which will be disclosed to the Noteholders as per the procedure prescribed with regard to sending notices of the Noteholders Meeting, within 5 Business Days after the closing date of the meeting or the final date for submitting the voting ballots in case of absentee voting. However, the failure to do so will not invalidate the resolution.

The resolution will be binding on all the Noteholders, whether or not present at the Noteholders Meeting and each of them will be bound to give effect to it accordingly.

### 18.3 *Information on holding a Noteholders Meeting*

The Issuer will notify the Noteholders about the Noteholders Meeting in accordance with the procedure below.

A notice of the Noteholders Meeting (the **Notice**) will be given according to Condition 20 no later than 10 days in advance.

The Notice will be given to the Noteholders registered on the date of the Notice in the electronic register of Noteholders maintained by Mintos.

The Issuer may decide not to publish the Notice on the Platform. In such a case within the time specified in this Condition 18.3 the Issuer will send the Notice to the Noteholders by email.

The Issuer may at its own discretion make available information to the Noteholders entitled to participate in the Noteholders Meeting as part of preparations for the Noteholders Meeting.

### 18.4 *Quorum at a Noteholders Meeting*

A Noteholders Meeting will be deemed quorate if attended by Noteholders aggregately holding more than 50% of:

- (a) the aggregate Principal Amount Outstanding of all Series of Notes on the date of the Notice if the decision is related towards all Series of Notes outstanding; or
- (b) the aggregate Principal Amount Outstanding of the relevant Series of Notes on the date of the Notice if the decision is related towards the relevant Series of Notes outstanding.

The number of votes for each Noteholder equals the Principal Amount Outstanding in the respective Series on the date of the Notice.

When a Noteholders Meeting is held by attendance of the Noteholders to discuss the items on the agenda and pass resolutions on the matters put to the vote, the Noteholders registered to participate in the Noteholders Meeting and the Noteholders whose ballots have been received no later than 2 days before the meeting will be deemed to have participated in the meeting.

When a Noteholders Meeting is held in the form of absentee voting, the Noteholders whose ballots have been received before the final date for submitting the ballots will be deemed to have participated in the meeting.

Where there is no quorum for a Noteholders Meeting, a second Noteholders Meeting will be held with the same agenda. Such second Noteholders Meeting will be deemed quorate if attended by Noteholders aggregately holding more than 30% of:

- (a) the aggregate Principal Amount Outstanding of all Series of Notes on the date of the Notice if the decision is related towards all Series of Notes outstanding; or
- (b) the aggregate Principal Amount Outstanding of the relevant Series of Notes on the date of the Notice if the decision is related towards the relevant Series of Notes outstanding.

Subject to the quorum being present, the decisions on the Noteholders Meeting agenda will be adopted per each item of the agenda by the majority from the total number of votes provided.

### 18.5 *Voting ballots*

Ballots for voting at a Noteholders Meeting will be sent together with the Notice according to Condition 18.3.

Ballots for voting will be in the English language.

Voting could be convened as an e-voting through filling-out an electronic voting ballot through the interface of the Platform.

Noteholders included in the list of those entitled to participate in the Noteholders Meeting other than the Noteholders Meeting held in the form of absentee voting, or their representatives, may register to participate or forward their completed ballots to the Issuer. Voting ballots will be counted towards the calculation of the quorum and voting results if received by the company no later than 2 days before the Noteholders Meeting.

The voting ballot will contain the information about the Noteholders Meeting including but not limited to:

- information about the Issuer, including address and contact person;
- details identifying the Series of Notes;
- form of the Noteholders Meeting (attendance or by absentee voting);
- date, place and time of the Noteholders Meeting if it is held in the form of attendance of the Noteholders;
- Principal Amount Outstanding; and
- voting options for each item on the agenda, expressed as “for”, “against”, or “abstained”, and the indication that the voting ballot must be signed by a person entitled to participate in the Noteholders Meeting or its representative unless convened by e-voting.

When voting by ballots, only those voting ballots are counted where for each item only one voting option is selected. The voting ballots completed in breach of the aforementioned requirement will be deemed invalid. However, if there are several items put to the vote on the voting ballot, breach of the aforementioned requirement with respect to one or several items will not affect the validity of the remaining ballot. If a voting ballot is rendered invalid with respect to voting on one, several or all items included in such ballot, the votes so cast in such ballot will not be excluded from the calculation of the quorum. If a voting ballot is rendered invalid, the votes on the items contained in the voting ballot will not be counted.

### 18.6 *Counting*

The counting functions will be performed by Mintos, which will check the powers of, and register the participants in a Noteholders Meeting, determine the quorum at a Noteholders Meeting, count the votes and determine the voting results, draw up the voting minutes and hand over the voting ballots to the archive.

## 19. **SUBSTITUTION**

19.1 The Issuer or any previous substitute company may be substituted by any other company as

principal obligor under all of the Notes then outstanding provided that such substitution would not be materially prejudicial to the interests of the Noteholders and subject to the other Terms and Conditions being complied with, including with provisions of the Transaction Documents, and further provided that Latvijas Banka has given its prior consent to such substitution if any needed according to the applicable law.

19.2 By subscribing to, or otherwise acquiring, the Notes, the Noteholders expressly consent to the substitution of the Issuer and to the release of the Issuer from any and all obligations in respect of the Notes and any relevant agreements and are expressly deemed to have accepted such substitution and the consequences of such substitution.

19.3 Any such substitution will be notified to Noteholders in accordance with Condition 20.

## **20. NOTICES AND PROVISION OF INFORMATION**

20.1 Notices to the Noteholders will be given upon sole discretion of the Issuer in the English language and/or any other language the Issuer deems fit for such purposes and will be given by using one or several communication channels:

- (a) emailed to respective email addresses in the register of Noteholders and deemed to have been given within 24 hours after the dispatch; and
- (b) delivered to Mintos for further communication to the Noteholder according to the services provision agreement between Mintos and the Noteholder (including times when deemed to have been duly given).

20.2 Any notices, demands, claims or other communication to the Issuer by any Noteholder will be in the English language and will be given by using one of the following communication channels:

- (a) delivered by hand or courier and deemed to have been given on the same day of delivery; and
- (b) delivered by registered mail and deemed to have been given on the 10th calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter.

20.3. For the purposes of Condition 20.2 notices or other communications addressed to the Issuer will be given to Mintos, serving as an agent for this purpose:

AS Mintos Marketplace  
50 Skanstes Street, Riga, LV-1013, Latvia  
For the attention of SIA Mintos Finance No. 52

## **21. AGENTS**

21.1 Mintos acts solely as an agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, any Noteholder.

21.2 The Issuer subject to the provisions of the Transaction Documents reserves the right at any time to vary or terminate the appointment of Mintos and any other party to any of the Transaction Documents.

21.3 Without prejudice to section 18 of these Terms and Conditions neither Mintos nor Issuer is

representing the Noteholders in regards to the Notes and on the basis of this Base Prospectus there are no organisations representing the Investors and there are no provisions applying to such representation.

## **22. FORCE MAJEURE**

Neither the Issuer nor Mintos will be responsible for any failure to perform any of its respective obligations under these Terms and Conditions which is due to any reason that is independent of that person's will and has resulted from a *force majeure* event. A *force majeure* event will apply only and solely if that person has taken all steps that depend on it in order to perform the obligation. Once the *force majeure* event has finished, that person must immediately resume the performance of the obligation. The following circumstances will be considered as *force majeure* events:

- (a) extraordinary and unavoidable circumstances including natural disasters, fire, flood, earthquake, warfare, terror acts, riots and strikes;
- (b) technical failures, delays or malfunctions; failure of computers, communications systems, hardware and/or software; power supply malfunctions; or other critical infrastructure malfunctions, which neither the Issuer nor Mintos could have prevented or predicted;
- (c) decisions and/or activities of local and/or foreign public authorities, and/or international organisations;
- (d) entry into force, amendments and/or suspension of a statutory act binding on either the issuer or Mintos affecting the performance of obligations under these Terms and Conditions; and
- (e) any circumstance defined as a *force majeure* circumstance in any of the Transaction Documents.

## **23. GOVERNING LAW AND JURISDICTION**

- 23.1 The Notes (and any non-contractual obligations arising out of or in connection with the Notes) are governed by and will be construed in accordance with the law of the Republic of Latvia.
- 23.2 The courts of the Republic of Latvia are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes (including any disputes relating to any non-contractual obligations arising out of or in connection with the Notes) and accordingly any legal action or proceedings arising out of or in conjunction with the Notes may be brought in such courts. The Issuer and each of the Noteholders irrevocably submits to the jurisdiction of such courts.

## **24. AMENDMENTS AND MODIFICATIONS**

To comply with any applicable law, the Issuer may validly amend or supplement these Terms and Conditions by publishing the changed Terms and Conditions on the Platform without the consent of the Noteholders.

## **25. LIMITATION OF LIABILITY, AND REPRESENTATION AND WARRANTIES OF THE NOTEHOLDER**

- 25.1 Notwithstanding anything in the Base Prospectus, other than with respect to gross negligence or

wilful misconduct by the Issuer and/or Mintos, neither the Issuer nor Mintos will be held liable by any Noteholder for:

- (a) any material error, misrepresentation, omission or fraud by the Property Entity;
- (b) failure of the Property Entity for whatever reason to inform the Issuer and/or Mintos of the Payment Event having occurred or for the information being inaccurate or wrong;
- (c) the Bonds' Receivables; or
- (d) determinations and decisions when distributing amounts under the Notes, including, when applying the Priority of Payments, deciding whether to defer payment or make a partial payment, relying upon or deciding if and when there is no realistic prospect of collecting further funds under issued Notes, including in the event of default of the Property Entity.

25.2 In any and all cases liability of the Issuer and/or Mintos to any Noteholder under these Terms and Conditions will be limited to the amount invested in the impacted Notes by the Noteholder.

25.3 Each Noteholder, on subscribing or buying any Note directly, through a portfolio management service of the Platform or any other way, irrevocably accept and acknowledge that it is fully aware that:

- (a) the Issuer and Mintos do not make any representation or warranty in respect of, or will not at any time have any responsibility for, or, save as otherwise expressly provided in these Terms and Conditions, liability or obligation in respect of the performance and observance by the Property Entity of its obligations under the Bonds' Documents;
- (b) the Issuer and Mintos will not at any time have any responsibility for, or obligation or liability in respect of, the condition, financial or otherwise, covenant, creditworthiness, affairs, status or nature of the Property Entity or any other person;
- (c) the Issuer and Mintos will not at any time be liable for any representation or warranty, or any act, default or omission of the Property Entity or other person;
- (d) the Issuer will not at any time have any responsibility for, or liability or obligation in respect of, the performance and observance by Mintos of its obligations under the Transaction Documents or any other agreement entered or to be entered into by and between the Noteholders and Mintos;
- (e) financial servicing and performance of the terms of the Notes depend upon the performance of the Property Entity of its obligations under the Bonds' Documents, its duties to make payments under the terms of the Bonds' Documents, and its credit and financial standing, and the performance of its guarantors (if any) and/or the pledgors (if any) of their respective contractual obligations towards the Issuer and Mintos as well as their respective credit and financial standing;
- (f) the Notes, which the Noteholder has or will acquire, reflect the performance of the Bonds. The Noteholder has no direct recourse to any of the Bonds. Once the Bonds' Receivables have been realised according to these Terms and Conditions, the Noteholder is not entitled to take any further steps against the Issuer or Mintos to recover any further sums due and the right to receive any such sum will be extinguished. The Noteholder accepts

not to attach or otherwise seize any of the assets of the Issuer. In particular, the Noteholder will not be entitled to petition or take any step for the winding-up, the liquidation or the bankruptcy of the Issuer or any similar insolvency-related proceedings and such petition or action will be treated as null and void as from its initiation time; and

- (g) the Investment Accounts will be opened and be held by the Noteholder fully operational with Mintos while the Noteholder holds any Notes.

## 10. TAXATION

*The information provided in this section will not be treated as legal or tax advice; and prospective investors are advised to consult their own tax advisors as to the tax consequences of the subscription, ownership and disposal of the Notes applicable to their particular circumstances. The following is a general summary of certain tax considerations in the Republic of Latvia in relation to the Notes. It is not exhaustive and does not purport to be a complete analysis of all tax consequences relating to the Notes, as well as does not take into account or discuss the tax implications of any country other than the Republic of Latvia.*

***Tax laws of the Noteholder's country of residence for taxation purposes and of the Issuer's country of residence may have an impact on the income received from the Notes.***

This summary is based on the laws of Latvia as in force on the date of this Base Prospectus and is subject to any change in the law that may take effect after such date, provided that such changes could apply also retroactively.

Latvia has entered into a number of tax conventions on elimination of the double taxation (hereinafter - DTT), which may provide a more favorable taxation regime. Therefore, if there is a valid DTT between Latvia and the country of tax residence of a prospective Noteholder, it should be also examined. The procedures for application of tax conventions are provided in the Republic of Latvia Cabinet of Ministers' Regulations No. 178 "Procedures for Application of Tax Relief Determined in International Agreements for Prevention of Double Taxation and Tax Evasion", adopted on 30 April 2001.

### **Taxation of the Issuer**

The Issuer is a corporate income tax payer in Latvia. According to the Latvian tax law, the annual profit earned by entities in Latvia is not taxed. Instead, corporate income tax is paid on dividends, fringe benefits, gifts, donations, representation costs, non-business related disbursements and transfer pricing adjustments. The tax rate applicable is 20%, however, the taxable base is divided by the coefficient 0.8, thus the effective Corporate income tax rate is 25%.

### **Taxation of individual Noteholders**

#### *Resident individuals*

An individual will be considered a resident of Latvia for taxation purposes if at least one of the following requirements is met:

- the declared place of residence of this person is in Latvia;
- the person stays in Latvia for at least 183 days for a period of 12 consecutive calendar months;
- the person is a Latvian citizen who is employed by the government of Latvia in a foreign country.

Following the Latvian tax laws the interest income received by the individual tax resident in Latvia is subject to tax at the rate of 25.5%. The interest income from the Notes for resident individuals will be subject to 25.5% personal income tax that will be withheld by the Issuer before the Interest payment is made by the Issuer to the Noteholder. The tax withheld by the Issuer is a final tax liability on the interest income received.

The income from the sale of the Notes is treated as an income similar to the interest income for Latvian personal income tax purposes and will be subject to 25.5% personal income tax and the tax is payable by the individual him/herself.

#### *Non-resident individuals*

An individual would be considered a non-resident of Latvia for taxation purposes in all cases unless he/she is a tax resident of Latvia. Interest income from the Notes received by the non-resident individual is subject to a 5% withholding tax rate for investors who invest as private persons and are tax residents of the EU/EEA. For other individual investors and those who have not confirmed tax residence and not investing as a private person 25.5% withholding tax rate is applied. According to the general practice the tax withheld in Latvia might be deducted from the tax payable by the investor in his/her residence country (as tax paid abroad). However, we recommend consulting with the respective country's tax administration or tax adviser to clarify the procedure and documents required to perform such a deduction (if any).

The tax rate might be reduced based on the Double Tax Treaty between Latvia and the respective country. The list of the Double Tax Treaties concluded by Latvia is available [here](#).

The income from the sale of the Notes will be subject to 25.5% tax and the tax would be payable by the individual him/herself, if the buyer of the Notes is an individual or legal entity non-resident of Latvia.

### **Taxation of legal entity Noteholders**

#### *Resident legal entities*

A legal entity would be considered a resident of Latvia for tax purposes, if established pursuant to Latvian law. Interest payments on the Notes and proceeds from the disposal of the Notes received by Latvian resident legal entities will not be subject to withholding tax in Latvia. Under the Latvian tax law retained earnings are exempt from corporate income tax and only profit distributions are taxed. Distributed gross profits are subject to the 20% profit tax. Corporate income tax on the net amount of profit distribution is determined by dividing the net amount with a coefficient of 0.8 (i.e., the effective tax rate on net distributed profit is 25%).

#### *Non-resident legal entities*

A legal entity would be considered a non-resident of Latvia for taxation purposes in all cases unless it is a tax resident of Latvia. The interest income and capital gains from the sale of the Notes for non-resident legal entities will not be taxable in Latvia (i.e. gross income will be paid), except if the income recipient is located, registered, or incorporated in a no-tax or low-tax country (so-called "tax havens"; if this is the case - 20% tax will be withheld by the Issuer in Latvia). The list of "tax havens" according to the Latvian law includes UK Anguilla, US Guam, US Samoa, US Virgin Islands, Russian Federation, Republic of Fiji, Republic of Palau, Republic of Panama, Independent State of Samoa, Republic of Trinidad and Tobago, Republic of Vanuatu. The list of mentioned countries and territories may be amended from time to time.

## 11. APPLICABLE FINAL TERMS

*The form of Final Terms that will be issued in respect of each Series, subject only to the deletion of non-applicable provisions, is set out below. The completed Final Terms for each Series, which are described in this Base Prospectus as the "Final Terms" will be published on the website: [www.mintos.com](http://www.mintos.com).*

Final Terms dated [...] [...] [...]

### **SIA Mintos Finance No. 52 (the "Issuer")**

(incorporated as a limited liability company and registered in the Republic of Latvia with registration number: 40203522007)  
LEI: 984500CV142B1E761195

### **Series [...] EUR [...] Real Estate Securities**

relating to the Bonds in [[with ISIN code] or [ the amount of]]

[...]

issued by Bambus M Einfamilienhaus GmbH (Austria) (the Property Entity) with respect to Property:

**details of the Real Estate as per Subscription Agreement available on the website**

**[[www.mintos.com/en/real-estate/](http://www.mintos.com/en/real-estate/)\*\*\*]**

Terms used herein will be deemed to be as defined in the Base Prospectus dated [ ] for the purposes of Prospectus Regulation, in respect of Notes issued by the Issuer. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 (4) of the Prospectus Regulation and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of Notes is only available on the basis of a combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplements, if any] is available for viewing on the website [[www.mintos.com/](http://www.mintos.com/)\*\*\*]. The summary of the individual issue of the Notes is annexed to these Final Terms as Appendix 1.

The Base Prospectus under which the Notes specified in these Final Terms are issued, loses its validity on [...] or by the publication of a new base prospectus for the Notes in the Programme currency related to the Bonds immediately succeeding this Base Prospectus (the "New Base Prospectus") depending on which event occurs earlier (the "Expiry Date of the Base Prospectus"). Notwithstanding the above, the Notes specified in these Final Terms\* shall continue to be subject to the terms and conditions of the Base Prospectus. From the Expiry Date of the Base Prospectus, these Final Terms must be read in conjunction with the New Base Prospectus. The New Base Prospectus will be available (no later than the Expiry Date of the Base Prospectus) on the website [<https://www.mintos.com/en/>].

*\*Notes, which Maturity Date specified in the Final Terms exceeds Expiry Date of the Base Prospectus.*

### **Part 1 - Contractual terms**

#### **1.1. Information concerning the Real Estate Securities to be offered to the public:**

| Number | Disclosure requirement | Details |
|--------|------------------------|---------|
| 1.1.1. | Series:                | [...]   |
| 1.1.2. | ISIN Code:             | LV[...] |

|         |                                                 |                                                                                                                                                                                                                                                                                                                                                       |
|---------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.3.  | Specified Currency:                             | [...]                                                                                                                                                                                                                                                                                                                                                 |
| 1.1.4.  | Aggregate Nominal Amount:                       | [...]                                                                                                                                                                                                                                                                                                                                                 |
| 1.1.5.  | Specified Denominations:                        | The Series Aggregate Nominal Amount is divided into [...] Notes.<br><br>Nominal amount of the Note is [...].                                                                                                                                                                                                                                          |
| 1.1.6.  | Issue Price:                                    | 100% of the Real Estate Securities nominal amount                                                                                                                                                                                                                                                                                                     |
| 1.1.7.  | Offer Price of one Real Estate Security:        | [...] or Principal Amount Outstanding of one Real Estate Security                                                                                                                                                                                                                                                                                     |
| 1.1.8.  | Issue Date:                                     | [...]                                                                                                                                                                                                                                                                                                                                                 |
| 1.1.9.  | Maturity Date:                                  | [...]                                                                                                                                                                                                                                                                                                                                                 |
| 1.1.10. | Interest Rate:                                  | [...] % per annum*                                                                                                                                                                                                                                                                                                                                    |
| 1.1.11. | Interest Accrual Periods:                       | Interest will start to accrue from the day when the Issuer pays for the Bonds, covering the period from the Bonds purchase date up to, but not including, the Interest Payment Date for the first Interest payment. From the previous Interest Payment Date up to, but not including the next Interest Payment Date or the last Interest Payment Date |
| 1.1.12. | Interest Payment Date (s):                      | Up to 10 Business Days after the corresponding Bonds' Receivables Payment Date and subject to the actual receipt by the Issuer of the relevant payment in relation to the Bonds                                                                                                                                                                       |
| 1.1.13. | Redemption Date (s):                            | Up to 10 Business Days after the corresponding Bonds Maturity Date and subject to the actual receipt by the Issuer of the relevant payment in relation to the Bonds                                                                                                                                                                                   |
| 1.1.14. | Indication of Yield:                            | [...] % per annum                                                                                                                                                                                                                                                                                                                                     |
| 1.1.15. | Property (Real Estate) of the underlying Bonds: | [hyperlink to the particular real estate card on <a href="http://www.mintos.com">www.mintos.com</a> ]                                                                                                                                                                                                                                                 |

*\*actual interest rate may vary depending on actually received Net Property Payments.*

## Part 2 - Responsibility and authorisation

The Management Board of the Issuer:

|                                                |
|------------------------------------------------|
| Title Name, surname                            |
| Chairman of the Management Board Martins Sulte |
| Member of the Management Board Martins Valters |

accepts responsibility for the information contained in these Final Terms which, when read together with the Base Prospectus referred to above, contains all information that is material to the issue of the Notes.

The limitation of the Issuer's and Mintos liability provided in the Section 9. Condition 25. "LIMITATION OF LIABILITY, AND REPRESENTATION AND WARRANTIES OF THE NOTEHOLDER" in the Base Prospectus applies.

This Real Estate Securities Series issue is authorised by [...] of the Issuer, Minutes No. [...] as of [...] [...] 202[...].