



FIRST SUPPLEMENT TO THE BASE PROSPECTUS dated 14 October 2024

This first supplement (Supplement) is supplemental to, forms part of and must be read and construed in conjunction with, the Base Prospectus dated 09.04.2024 in respect to EUR 40 000 000.00 (forty million euro) Note Programme (Base Prospectus) and constitutes a supplement for the purposes of Article 23 of Regulation (EU) No. 2017/1129 (Prospectus Regulation).

Issuer: SIA Mintos Finance No.1, incorporated as a limited liability company and registered in the Republic of Latvia with the registration number 40203387618.

Lending Company: Primero Finance OÜ, a private limited company established in accordance with laws of the Republic of Estonia with registration number 12401448.

Base Prospectus approved by the shareholder of the Issuer on 09.04.2024.

Base Prospectus approved by Latvijas Banka (NCA) on 17.04.2024.

GENERAL INFORMATION

Terms specified in capital letters, yet not explained herein are explained in the [Base Prospectus](#).

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

The purpose of this Supplement is to amend the sections '*1. GENERAL DESCRIPTION*', '*2. RISK FACTORS*', '*4. TRANSACTION OVERVIEW*', '*10. TERMS AND CONDITIONS OF THE NOTES*' and '*12. APPLICABLE FINAL TERMS*' of the Base Prospectus by including information related to the rights to substitute the underlying assets.

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

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



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

AMENDMENTS TO THE BASE PROSPECTUS

The information appearing in the Base Prospectus shall be amended and/or supplemented in the manner described below:

- 1) On page 7 of the Base Prospectus in section '1. GENERAL DESCRIPTION' subsection 'What are Notes?' information shall be modified as follows, whereby added text is printed in **blue and underlined**:

(i) in the first para of sub-subsection 'The flow of funds for repayment' information shall be modified as follows, whereby added text is printed in **blue and underlined**:

Each time the Borrower makes repayments to the Lending Company, the Lending Company transfers the funds to the Issuer, which in turn makes repayments under the relevant Series of Notes to the relevant Investor via Mintos **in terms as specified in Final Terms**. The repayments are received into the relevant Investment Account.

(ii) in the first bullet point of sub-subsection 'The flow of funds for repayment' information shall be modified as follows, whereby added text is printed in **blue and underlined**:

- the repayments to the Lending Company later than scheduled, the repayments to the Investor will also be correspondingly delayed*; and

[..]

***in case the Lending Company has the rights to substitute respective underlying assets (Loan Receivables), the Lending Company is obligated to make timely interest payments from its own funds, regardless of whether the Borrower delays those repayments in part or in full. When the Borrower's payments are received for the already paid accrued interest, the Lending Company may retain the respective amount as it has already made.**

- 2) On page 8 of the Base Prospectus in section '1. GENERAL DESCRIPTION' subsection 'What are Notes?' a new sub-subsection shall be added as follows after sub-subsection 'The flow of funds for investment', whereby added text is printed in **blue and underlined**:

- o **The rights to substitute the underlying assets**

The Notes Series may be backed by (a) a Pool of Loan Receivables that remains constant, as well as (b) the Lending Company may choose to have the Notes Series issued in such a way that the Loan Receivables of the Pool are not constant and that the rights to substitute the assets (Loans) apply. When the Notes Series is type (b), it will be mentioned in the Final Terms with respect to that Notes Series. This subsection "The rights to substitute the underlying assets" applies to such (b) type of Notes Series.

The Loan Receivables are not constant and may change until the maturity date of the respective Notes Series, i.e. according to the provisions of the Cooperation Agreement the Lending Company has rights to substitute the underlying assets (Loan Receivables). The below is not a precise wording of the Cooperation Agreement provisions on the Lending Company's rights to substitute the underlying assets, it is just a description of their essence.

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When an initial pool of the Loan Receivables is formed, the Final Terms are issued with information included in the Final Terms on those Loan Receivables that are included in the respective pool on the day of issuance of the Final Terms, however those Loan Receivables and whichever are added while the Notes are outstanding may be substituted if respective substitution event occurs.

The substitution event is an event that may occur for the respective pool of the Loan Receivables, and which shall be deemed having occurred each time when the total outstanding principal of the viable Loan Receivables (i.e. Loan Receivable which is included in the pool, and which has not become subject to the Repurchase or Buyback Obligation) drops below the total outstanding principal of the Loan Receivables which were included in the initial pool, i.e. because of scheduled or early partial repayment of particular Loan Receivable event, as well as because of change of schedule or conditions for particular Loan Receivables repayment which might be related to Borrower withdrawing additional amount under particular Loan Agreement, etc..

If the substitution event occurs, the Lending Company shall within the period as stipulated in the Cooperation Agreement add to the respective pool new Loan Receivable(s) (of the same Loan type and its repayment term range, disbursement currency, etc.) to replenish the pool accordingly. The remaining term of the newly added Loan Receivable may be longer than the maturity date of the Notes of respective Series.

Without prejudice to other requirements, the total outstanding principal of the viable Loan Receivables in the pool must be in total no less than that of the initial pool on the day when the Final Terms were issued. The replenishment shall be performed by the Lending Company adding new Loan Receivable(s) to the pool. The adding of new Loan Receivables to the pool does not trigger generation of new Final Terms.

If the substitution event occurs, and the Lending Company within the period as stipulated in the Cooperation Agreement has not added to the respective pool the new Loan Receivables, the Repurchase obligation in respect to all Loan Receivables in the pool of the respective Series of Notes arises and no more substitutions of Loan Receivables of that pool would take place. See section entitled '4. TRANSACTION OVERVIEW – THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES – Exercising of Repurchase' of this Base Prospectus.

When the Lending Company has the Repurchase obligation with respect to all Loan Receivables of the pool, the Investor will be exposed to the credit risk of the Lending Company with respect to its ability to pay the repurchase price for that entire pool. See section entitled '2. RISK FACTORS – RISKS SPECIFIC TO LOAN SERVICING – Insolvency of the Lending Company'.

- 3) On page 13 of the Base Prospectus in section '2. RISK FACTORS' subsection 'RISKS SPECIFIC TO LOAN SERVICING' a new sub-subsection 2.1 shall be added after the sub-subsection '2. No Backup Servicer may be available for servicing the underlying Loans if the Lending Company is not able to continue Loan servicing' as follows, whereby added text is printed in blue and underlined:

2.1 The Lending Company is not able to maintain sufficient loan pool to substitute the Loan Receivables

The Note's principal is backed by the pool of underlying Loan Receivables. The Lending Company has an obligation to substitute or add Loan Receivables to the pool of any Loan in the pool of respective Series of Notes being repaid, repurchased or bought back. The Loan Receivables have to comply with the pooling criteria under the respective Series of Notes. If the Lending Company cannot substitute or add Loan Receivables to maintain the pool of Loan Receivables in line with pooling criteria and so that the outstanding principal of all Loan Receivables of the pool is no less than was the outstanding principal of the Loan Receivables included in the initial pool criteria, the Lending Company has an obligation to repurchase all the Loan Receivables of that pool, thus creating a significantly larger liquidity gap.

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The Lending Company might not be able to substitute or add Loan Receivables if:

- The issuance of the Loans has decreased and thus there are not enough Loans to use for substitution or adding of Loan Receivables;
 - There are not enough current Loans;
 - The rest of the Loans or new Loans are already pledged to other creditors or assigned to others;
 - The Loans cannot meet the pooling criteria within the respective Series of Notes.
- 4) On page 31 of the Base Prospectus in section '4. TRANSACTION OVERVIEW' subsection 'The Cooperation Agreement' a new para shall be added as follows after the para on "Loan servicing", whereby added text is printed in **blue and underlined**:

Substitution of the underlying assets

The Cooperation Agreement contains specific terms and conditions regarding the rights of the Lending Company to substitute the underlying assets (Loan Receivables) as described in the section entitled '1. GENERAL DESCRIPTION - THE RIGHTS TO SUBSTITUTE THE UNDERLYING ASSETS' of this Base Prospectus.

- 5) On pages 56 and 58 of the Base Prospectus in section '10. TERMS AND CONDITIONS OF THE NOTES' definition "Borrower's Payments" and definition's "Payment Event" point (a) shall be modified as follows, whereby added text is printed in **blue and underlined**:

Borrower's Payments: any payments made by the Borrowers (or by the Lending Company on behalf of the Borrower in respect of certain interest payments, as it is stipulated in the Base Prospectus) under the Series Specific Loans.

Payment Event: the date on which (a) information on the Borrower's Payments received by the Lending Company (which such payments don't qualify as those which the Lending Company retains until a later event) is communicated to the Issuer and Mintos through API in accordance with the Transaction Documents,

- 6) On page 63 of the Base Prospectus in section '10. TERMS AND CONDITIONS OF THE NOTES' Condition '10. INTEREST AND PRINCIPAL DETERMINATION' para 10.1 (ii) shall be modified as follows, whereby added text is printed in **blue and underlined**:

(ii) aggregate payment amounts paid by the Borrowers (or by the Lending Company on behalf of the Borrower in respect of certain Interest payments, if it is stipulated in the Cooperation Agreement) which have been received from the Lending Company and any amounts paid by the Borrowers that the Lending Company is allowed to retain until the final maturity of the Loan Receivable;

- 7) On pages 79 and 80 of the Base Prospectus in section '12. APPLICABLE FINAL TERMS', Part 1 - *Contractual terms*, information shall be modified as follows, whereby added text is printed in **blue and underlined**:

(i) in point 1.1.13. of subsection '1.1. Information concerning the Notes to be offered to the public' information in the table shall be modified as follows, whereby added text is printed in **blue and underlined**:

1.1.13.	Redemption Date (s):	<p>[Up to 10 Business Days after the corresponding Loan Repayment Date (1.2.20.) and subject to the actual receipt by the Issuer of the relevant payment in relation to the Loan from the Lending Company]</p> <p><u>or</u></p> <p>[Not later than on Maturity date (1.1.9) and subject to the actual receipt by the Issuer of the relevant payment in relation to the Loan from the Lending Company]</p>
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(ii) to the title of point '1.2. Information relating to the Series Specific Loans' asterisk with its clarification is added:

1.2. Information relating to the Series Specific Loans*

[..]

*Rights to substitute the assets (Loans) apply.

(iii) in point 1.2.3. of subsection '1.2. Information relating to the Series Specific Loans' information in the table shall be modified as follows, whereby added text is printed in **blue and underlined**:

1.2.3.	Total outstanding principal amount of Series Specific Loans <u>initially</u> transferred to the Issuer:	[...]
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RIGHTS OF WITHDRAWAL

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

RESPONSIBILITY

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

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