



COFFEE ADDRESS

SIA Coffee Address Holding
Registration No. 40203047754
LEI: 984500HE375C1EDEE028

AMENDMENTS TO THE TERMS OF THE NOTES ISSUE

WHEREAS:

- (1) SIA Coffee Address Holding, a company registered with the Register of Enterprises of the Republic of Latvia under registration No. 40203047754 and with a registered address at: Jaunmoku iela 34, Riga, LV-1046, the Republic of Latvia (the “**Issuer**”) in accordance with the Terms of the Notes Issue dated 6 July 2022 (the “**Terms**”) has issued unsecured notes in the amount of EUR 5,000,000 due 30 June 2025, ISIN LV0000802585 (the “**Notes**”);
- (2) at the date of these Amendments:
 - (a) a secured creditor of the Issuer is Luminor Banka AS (outstanding amount of debt (principal without interest) as of 30 April 2023 was 11,329,631 EUR, consisting of long-term loan 8,442,071 EUR and used overdraft 2,887,560 EUR). The Issuer's debt to Luminor Bank AS *inter alia* is secured by the pledges over shares and assets of the Issuer and the Guarantors (as defined in the Terms), as well as guarantees provided by the Guarantors;
 - (b) a secured creditor of the Issuer's subsidiary Coffee Address UAB is KŪB “Pagalbos verslui fondas” (outstanding amount of debt (principal without interest) as of 30 April 2023 was 3,000,000 EUR). The debt of Coffee Address UAB to the Fund is secured by a subsequent ranking pledge over Coffee Address UAB shares and subsequent ranking pledge over the assets of Coffee Address UAB, as well as guarantees of Coffee Address SIA and Coffee Address OU;
- (3) the Issuer is considering to refinance the debt of the Issuer to Luminor Bank AS and the debt of Coffee Address UAB to the Fund with a long-term loan and overdraft from AS “SEB banka” on more favourable terms than the loans of Luminor Bank AS and the Fund. It is anticipated that the loan from AS “SEB banka” will be secured by the pledges on assets and shares of the Issuer, Coffee Address SIA, Coffee Address UAB and Coffee Address OU, as well as guarantees of Coffee Address SIA, Coffee Address UAB and Coffee Address OU;
- (4) in order to grant a security to AS “SEB banka”, definition “Permitted Security” needs to be amended. Pursuant Clause 20.1. of the Terms the Issuer shall have a right to amend the technical procedures relating to the Notes in respect of payments or other similar matters without the consent of the Noteholders (as defined in the Terms), if such amendments are not prejudicial to the interests of the Noteholders;

the Issuer pursuant Clause 20.1. of the Terms has approved the following amendments:

1. Definition “Permitted Security” shall be amended and expressed as follows:

“**Permitted Security**: (a) Security granted in favor of Luminor Bank AS at the date of these Terms of the Notes Issue or later;

- (b) Security granted in favor of the Fund at the date of these Terms of the Notes Issue;
- (c) Security granted in favor of AS "SEB banka" (registration number: 40003151743) for the purpose of securing the Issuer's debt which *inter alia* is used for the purpose of full refinancing of the Issuer's debt to Luminor Bank AS and debt of Coffee Address UAB to the Fund, as well as Security granted in favor of AS "SEB banka" following such refinancing;
- (d) any netting or set-off arrangement entered into by the Issuer or any Subsidiary in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (e) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by the Issuer or any Subsidiary for the purpose of: (i) hedging any risk to which the Issuer or any Subsidiary is exposed in its ordinary course of trading; or (ii) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes on; excluding, in each case, any Security under a credit support arrangement in relation to a hedging transaction;
- (f) any Security created over any asset of any company which becomes a Subsidiary after the Issue Date, where such Security is created: (i) prior to the date on which the company becomes a Subsidiary, provided that such Security was not created in contemplation of the acquisition of such company; or (ii) simultaneously with the acquisition of such company for the sole purpose of financing the acquisition of such company;
- (g) any Security arising under the sale and leaseback of assets owned by the Issuer or any Subsidiary;
- (h) any Security arising under any retention of title or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Issuer or any Subsidiary in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Issuer or any Subsidiary;
- (i) any Security arising by operation of law; or
- (j) any other Security approved by the Majority Noteholders."

2. These Amendments shall become effective when signed by the Issuer and published in the manner provided in Clause 17. the Terms.

On behalf of SIA Coffee Address Holding
Viktorija Meikšāne
Member of Management Board

This document is signed electronically with secure electronic signature containing a time stamp.